

**Joint Services and Supply Agreement  
For Delivery of Special Education and Related Services  
By Ball State University Sponsored Charter Schools; Burris Laboratory School; the  
Indiana Academy for Science, Mathematics, and Humanities; the Office of the Mayor of  
Indianapolis Sponsored Charter Schools; Joshua Academy; and Signature School**

A cooperative agreement has been established for the Ball State University Sponsored Charter Schools; Burris Laboratory School; the Indiana Academy for Science, Mathematics, and Humanities; the Office of the Mayor of Indianapolis Sponsored Charter Schools; Joshua Academy; and Signature School; henceforth known as The Virtual Special Education Cooperative.

This contract signifies agreement on the part of the governing bodies of the Ball State University Sponsored Charter Schools; Burris Laboratory School; the Indiana Academy for Science, Mathematics, and Humanities; the Office of the Mayor of Indianapolis Sponsored Charter Schools; Joshua Academy; and Signature School to establish a virtual special education cooperative for the purpose of providing needed special programs and services, supplies, materials and equipment, and facilities for identified students with disabilities. The participating school corporations are:

Name Address

Andrew J. Brown Academy  
3600 N. German Church Road  
Indianapolis, IN 46236

Charter School of the Dunes  
P.O. Box 2893  
Gary, IN 46403

Burris Laboratory School  
2201 W. University Avenue  
Muncie, IN 47306

Christel House Academy  
2717 S. East Street  
Indianapolis, IN 46225

Campagna Academy  
7403 Cline Avenue  
Scherville, IN 47375

Community Montessori  
Highlander Point Drive  
Floyds Knobs, IN 47119

Challenge Foundation Academy  
3960 Meadows Drive  
Indianapolis, IN 46205

East Chicago Lighthouse Charter School  
209 E 138th Street  
East Chicago, IN 46312

Charles A. Tindley Accelerated School  
3960 Meadows Drive  
Indianapolis, IN 46205

East Chicago Urban Enterprise Academy  
P.O. Box 378  
1402 E. Chicago Avenue  
East Chicago, IN 46312

Flanner House Elementary School  
2424 Martin Luther King, Jr. Street  
Indianapolis, IN 46208

Galileo Charter School  
855 North 12th Street  
Richmond, IN 47374

Gary Lighthouse Charter School  
1775 W. 41<sup>st</sup> Street  
Gary, IN 46408

Herron High School  
1505 North Delaware Street, Box 8  
Indianapolis, IN 46202

Imagine MASTer Academy  
2000 North Wells Street  
Fort Wayne, IN 46808

Indiana Academy for Science, Mathematics,  
and Humanities  
Ball State University  
Muncie, IN 47306

Indiana Math and Science Academy  
4575 West 39<sup>th</sup> Street  
P.O. Box 3123  
Indianapolis, IN 46206

Indianapolis Lighthouse Charter School  
1780 Sloan Avenue  
Indianapolis, IN 46203

Indianapolis Metropolitan Career Academy  
1635 West Michigan Street  
Indianapolis, IN 46222

Irvington Community School  
345 N. Kitley Avenue  
Indianapolis, IN 46219

Joshua Academy  
867 E. Walnut Street  
Evansville, IN 47713

KIPP Indianapolis  
3125 Concord Ct.  
Indianapolis, IN 46222

KIPP LEAD College Prep Charter School  
150 West 15th Avenue  
Gary, IN 46407

Montessori Academy at Geist  
6633 W 900 N  
McCordsville, IN 46055

Monument Lighthouse Charter School  
4002 Franklin Road  
Indianapolis, IN 46225

New Community School  
620 Cumberland Road  
West Lafayette, IN 47906

Options Charter School  
530 West Carmel Drive  
Carmel, IN 46032

Options Charter School of Noblesville  
9945 Cumberland Pointe Blvd.  
Noblesville, IN 46060

Renaissance Academy Charter School  
4093 West U.S. 20  
LaPorte, IN 46350

Rural Community Academy  
P.O. Box 85  
Graysville, IN 47852

Signature School  
610 Main Street  
Evansville, IN 47708

Southeast Neighborhood School of  
Excellence (SENSE)  
1601 South Barth Avenue  
Indianapolis, IN 46203

Thea Bowman Leadership Academy  
975 W. 6<sup>th</sup> Avenue  
Gary, IN 46402

Veritas Academy  
814 East LaSalle Avenue  
South Bend, IN 46617

Timothy L. Johnson Academy  
7908 S. Anthony Blvd.  
Ft. Wayne, IN 46806

West Gary Lighthouse Charter School  
107-19 Clark Road  
Gary, IN 46406

### SECTION I

#### Authority of the Agreement

The joint services program formed by this Agreement is authorized by Indiana Code 20-5-11 and 511 IAC 7-18-2 and shall be operated pursuant to this statute and regulation.

### SECTION II

#### Scope of the Agreement

The Virtual Special Education Cooperative shall provide administration and general supervision of special education and related services provided by member schools and provide additional services as determined by the Executive Committee. The terms of this Agreement become effective on November 11, 2005 and shall remain in effect unless revised in accordance with Sections X, XI, and/or XII or is dissolved in accordance with Section XIII of this agreement.

### SECTION III

#### Governance and Administration

##### A. Administering Entity

1. Ball State University, acting as the designated administrator for the Virtual Special Education Cooperative, shall be the administering entity upon the approval of the President of Ball State University. As administrative and fiscal agent for the cooperative, it shall establish and maintain a joint service and supply fund and special project funds and shall receive and disburse funds in accordance with the provisions of this written agreement. Specific responsibilities of the administering entity shall include:
  - a. Legally review, administer and supervise the joint program for the cooperative special education.
  - b. Total fiscal responsibility for the cooperative.
  - c. Employment of Director of Special Education.

- d. Initial approval of proposed cooperative budget, before billings are sent to all corporations.
  - e. Employment of all cooperative personnel as approved by the Office of Human Resources.
  - f. Act on the continued employment and/or termination of cooperative personnel.
  - g. Approve cooperative personnel salary adjustments upon review and acceptance of the Office of Human Resources and the Payroll Office.
  - h. Ball State University and/or the member schools of The Virtual Special Education Cooperative will assume financial responsibility for legal costs involved in personnel matters.
2. Responsibilities of Dean of Teachers College, Ball State University
- a. Supervise the Virtual Special Education Cooperative through the Director of Special Education.
  - b. Assure that all cooperative financial matters follow Ball State University business procedures.
  - c. Review all cooperative personnel evaluations and recommend continued employment or termination to President of Ball State University.
  - d. Review all new cooperative personnel recommendations for the Virtual Special Education Cooperative.
  - e. Assure that all cooperative personnel matters follow the Ball State University Human Resources Department procedures.

SECTION IV  
ESTABLISHMENT AND FUNCTION OF THE EXECUTIVE COMMITTEE AND THE  
ADVISORY BOARD

- A. Executive Committee
1. Committee Composition and Procedures
 

The Executive Committee will be comprised of the Dean of Teachers College of Ball State University, who will serve as its chairperson, and six members of the Virtual Special Education Cooperative's Advisory Board as selected in the following manner:

    - a. Interim Executive Committee elected to serve from June 9, 2005 through October 13, 2005.
    - b. Future Executive Committees to be elected at the October meeting of the Advisory Board with one-year terms to become effective immediately.
    - c. The Director of the Virtual Special Education Cooperative will serve as the executive secretary and ex-officio, non-voting member.
  2. The Executive Committee will assume the following responsibilities:
    - a. Appoint task forces and committees as needed.
    - b. Develop all policies and procedures for the administration of the cooperative.

- c. Recommend new policies and procedures to the Director of Special Education for development and submission for approval.
- d. Review and approve the financial structure for the cooperative, including the approval of the cooperative's annual operating budget.
- e. Review and approve all applications for grants for the administration of the cooperative.
- f. Review and approve all applications for employment of cooperative personnel and submit recommendations for the administration of the cooperative.
- g. Meet at least six times a year or on an as needed basis. Some meetings may be held electronically via the polycom audio/video system.
- h. A quorum must be present for the Executive Committee to transact any business. A quorum shall consist of a simple majority of members present.

## B. Advisory Board

### 1. Board Composition and Procedures

The executive director of each participating member school and the Ball State University Director of Charter Schools shall be a member of the advisory board.

- a. The Director of Special Education shall serve as the executive secretary to the advisory board. As executive secretary, the Director of Special Education will call and chair meetings three times a year to be coordinated with meetings of the Executive Committee with some meetings being held electronically via the polycom audio/video system, prepare agendas, and be responsible for the smooth and orderly operation of the advisory board meetings. Additional meetings shall be scheduled upon the request of any charter school representative.
- b. A quorum must be present for the advisory board to transact any business. A quorum shall consist of a simple majority of members or their designees.
- c. There shall be one vote per member school, with the designee permitted to vote in the absence of the executive director. Proxies shall not be authorized. In the event of a tie vote, the motion shall be defeated.
- d. Special meetings may be called and shall take place only after all members are notified at their usual place of business at least three (3) days prior to the meeting. The voting arrangements of regularly scheduled meetings will apply to all special meetings.
- e. It shall be the responsibility of the board to keep and maintain accurate record of the minutes of its meetings.
- f. All business transacted by the board shall be recorded in minutes and acted upon at the next scheduled meeting.
- g. All Advisory Board meetings shall be conducted pursuant to the requirements of Indiana Code 5-14.1.5.

### 2. Board Members Responsibilities

- a. Review all cooperative policies and procedures as required by statute and make recommendations as appropriate to the Executive Committee.
- b. Recommend policies and procedures to the Director of Special Education.

- c. Review the financial structure for the cooperative and make recommendations as appropriate to the Executive Committee.
- d. Provide input to the Director of Special Education for the formulation of the annual budget for recommendation to the Executive Committee.
- e. The Advisory Board shall submit all recommendations to the Director of Special Education prior to their submission to the Executive Committee.

B. Parent Advisory Group

The Director of Special Education may create and utilize a parent advisory board.

C. Director of Special Education

1. Present recommendations from The Virtual Special Education Cooperative Advisory Board to the Dean of Teachers College, Ball State University for approval.
2. Conduct personnel evaluations for all cooperative personnel and recommend continued employment, promotion, or termination for review and approval by the Dean of Teachers College, Ball State University.
3. Review all new cooperative personnel recommendations.
4. Assure that all cooperative personnel matters are conducted/handled in accordance with all applicable laws, rules and regulations and the personnel policies and procedures of Ball State University.
5. Provide leadership and coordination for special education services.
6. Assist member schools in adopting/adapting policies to include students with special needs.
7. Provide leadership and coordination in implementing the regulations of Section 504 as they apply to students.
8. Promote the programs of the Charter Schools Virtual Special Education Cooperative with staff, students, and other community members.
9. Promote positive communication regarding exceptional student education with parents and community members.
10. Assist and advise in the implementation of exceptional student education instructional programs and services.
11. Support and provide technical assistance to teaching staff and principals.
12. Provide leadership regarding the role of exceptional student education in the total curriculum.

13. Inform personnel of the law, findings of law, regulations, and legislation, which affect exceptional student education and the member schools.
14. Provide leadership and direct activities to ensure the Continuous Improvement Monitoring of special education services.
15. Maintain a close working relationship with the State Director of Special Education and the Division of Exceptional Learners.
16. Assist member schools in compiling and maintaining all necessary records.
17. Coordinate the collection and compilation from all member schools for submission for state and federal reporting requirements.
18. Other duties as assigned by the Ball State University Dean of Teachers College.

D. Member Charter Schools

1. Each member school shall identify its executive director to serve on the Advisory Board and shall ensure that the executive director or the executive director's designee attends every meeting of the Board.
2. Each member school shall meet with the Director of Special Education on an as needed basis.
3. Each member school shall be responsible for providing transportation in accordance with each student's individualized education program.
4. Each member school shall cooperate with the Director of Special Education and with each other in determining and accommodating personnel needs as necessary.
5. Each member school shall cooperate with the Director of Special Education to ensure that the member's teachers who are assigned as the Teacher of Record for a student in another member school are afforded necessary scheduling accommodations to fulfill the Teacher of Record responsibilities for those students in other member schools, including days of service beyond the employing member school's instructional calendar.
6. Member Schools found not to be in compliance with the IDEA, Article 7, other federal and state statutes and regulations, and cooperative policies and procedures will be addressed in the following manner:
  - a. A letter submitted from the Director of Special Education to the President of the school's Board and the Sponsor of the school in which the issues of non-compliance are identified and the corrective action to be taken with a specified timeline outlined.

- b. Failure to meet the required corrective action within the specified timeline will result in a letter being submitted to the Indiana Department of Education's Division of Exceptional Learners, with copies to the school's sponsor and its school board president, in which an outline of the failure to comply issues is provided along with a recommended action. This may include a recommendation to deny funding to the non-complying school.
- c. Schools may be subject to review and face the potential removal from the Virtual Special Education Cooperative for their failure to comply.
- d. The sponsor of the non-complying school will be notified in writing of the school's failure to comply.

## SECTION V Budget

The Director of Special Education shall prepare a proposed budget for the operation of the cooperative for the succeeding fiscal year. The proposed budget will be submitted to the Advisory Board by June 1st for review, recommendations and submission to the Executive Committee for its approval and subsequent submission for approval to the Office of Academic Research and Sponsored Programs and the Office of Contracts and Grants for Ball State University.

## SECTION VI FUNDING: Member Schools' Contribution

All P.L. 105-17 pass through and discretionary funds awarded to the Virtual Special Education Cooperative will be used to fund the cooperative's operations.

In the event that additional funds are required to support these operations, each participating school shall be assessed an amount that is determined by review of the Advisory Board and recommended by the Director of Special Education to Executive Committee for approval.

The method for calculating the amount is as follows:

A participating school's percentage of assessment will be its percentage of ADM to the total ADM for all participating schools. (Example: School A's ADM is 174 and the total ADM for all participating schools is 3800. School A's percentage of assessment equals 4.58% of the total assessment. If the total assessment equals \$25,000, School's A's portion will equal \$1,145)

## SECTION VII Personnel (Certified and Classified)

A. A Director of Special Education will be employed by Ball State University.

- B. The Director of Special Education will recommend and the Executive Committee will approve the employment of any additional staff to be hired or contracted on behalf of the Virtual Special Education Cooperative to provide special education and related services to students with disabilities in its member schools. Such staff shall be employed by or contracted through Ball State University and shall be under the direction and supervision of the Director of Special Education. Member schools shall contribute financially for these staff in accordance with the assessment determined pursuant to Section VI of this Agreement.
- C. Staff employed on behalf of the Virtual Special Education Cooperative shall serve under the direction of the Director of Special Education and shall be compensated in accordance with salary and benefit policies, and be subject to personnel policies of Ball State University.
- D. All personnel employed or contracted by the Virtual Special Education Cooperative and by its member schools to provide or supervise the provision of special education and related services shall be appropriately licensed or certified to provide the services for which the individual is employed or contracted in accordance with the standards established by the Division of Professional Standards of the Indiana Department of Education or other applicable licensing and certification bodies.
- E. The Director of Special Education shall coordinate the assignment of students with disabilities to a Teacher of Record in accordance with 511 IAC 7-17-72. A Teacher of Record may be responsible for students with disabilities in other member schools. Member schools shall cooperate fully to ensure that the teachers who are assigned as Teacher of Record for a student in another member school are afforded necessary scheduling accommodations to fulfill the Teacher of Record responsibilities for those students in other member schools.

## SECTION VIII

### Student Eligibility and Placement Procedures

- A. 511 IAC Article 7, Rules 17-31 is the legal basis for determining student eligibility.
- B. The Director of Special Education shall have the responsibility for ensuring that Article 7 is followed in the placement of students with disabilities into all special programs.

## SECTION IX

### Transportation

It shall be the responsibility of the each member school to determine and provide transportation for all students with disabilities as set forth in their Individualized Education Programs.

#### SECTION X

##### Admitting New School Corporations

Charter schools that are approved for sponsorship by Ball State University and the Office of the Mayor of Indianapolis will be eligible to become members of the Virtual Special Education Cooperative on July 1 of the year of approval. Other charter schools may petition the Virtual Special Education Board for membership. If approved, their membership would become effective on July 1 of the year of approval.

#### SECTION XI

##### Amendment Procedures

No amendment of this agreement shall become effective unless and until it has been reduced to writing and recommended to the Advisory Board and approved by the Executive Committee.

#### SECTION XII

##### Indemnification and Hold Harmless Agreement

Each member of this Special Education Cooperative (the "Cooperative") agrees to indemnify and hold harmless the Cooperative administrator, Ball State University, from any and all claims, losses, expenses, fees, including attorneys fees, costs, and judgments that may be asserted against the administrator that result from any alleged act or omission committed or alleged to have been committed by said member of the Cooperative, its agents, servants, or employees, except to the extent that such alleged act or omission is solely attributable to the negligent, reckless or intentional act or omission of the administrator.

#### SECTION XIII

##### Termination of Agreement

- A. A member school may withdraw from this Agreement when the following has occurred:
  - 1. Any participating member school that wishes to terminate this agreement must furnish written notice to the Executive Board by January 1 of the year preceding the last full academic year of participation.

2. The Virtual Special Education Cooperative is revised to reflect the withdrawal of the member school.
3. The withdrawing member school has developed a comprehensive plan for being a single planning district or has been accepted as a participating school in another planning district.
4. The Indiana Department of Education, Division of Exceptional Learners has approved the revised comprehensive plan for the Virtual Special Education Cooperative and for the withdrawing member school.
5. The withdrawing member school will be financially liable until the end of the academic year in which termination occurs, subject to state guidelines.

#### SECTION XIV

##### Dissolution of the Virtual Special Education Cooperative

- A. This Agreement may be dissolved, thereby dissolving the joint services program, by an affirmative vote of all members, after authorization by the governing boards of each of the member schools.
- B. In the event all member schools terminate this joint service and supply agreement, the obligations of the participating school corporations shall be limited to the cost to be incurred in the completion of the current school year, which ends June 30 of that year.

IN WITNESS WHEREOF, the parties hereto have executed the Virtual Special Education Cooperative Joint Services and Supply Agreement as of the day and year stated below:

Duly Authorized Representative of  
Andrew J. Brown Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Burriss Laboratory School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Campagna Academy Charter School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Challenge Foundation Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Charles A. Tindley Accelerated School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Charter School of the Dunes

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Christel House Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Community Montessori, Inc.

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
East Chicago Lighthouse School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
East Chicago Urban Enterprise Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Flanner House Elementary School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Galileo Charter School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Gary Lighthouse Charter School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Herron High School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Imagine MASTer Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Indiana Academy for Science, Mathematics, and Humanities

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Indiana Math and Science Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Indianapolis Lighthouse Charter School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Indianapolis Metropolitan Career Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Irvington Community School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Joshua Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
KIPP Indianapolis

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
KIPP LEAD College Prep Charter School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Montessori Academy at Geist

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Monument Lighthouse Charter School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
New Community School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Options Charter School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Options Charter School of Noblesville

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Renaissance Academy Charter School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Rural Community Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Signature School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Southeast Neighborhood School of Excellence (SENSE)

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Thea Bowman Leadership Academy Charter School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Timothy L. Johnson Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
Veritas Academy

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly Authorized Representative of  
West Gary Lighthouse Charter School

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Randall Howell, Associate Vice President for Finance  
Ball State University