

**KENDALL COUNTY SPECIAL EDUCATION COOPERATIVE
JOINT AGREEMENT**

ARTICLE I NAME

The within program shall be known as the Kendall County Special Education Cooperative, hereafter referred to as KCSEC.

ARTICLE II PURPOSE

The purpose shall be to organize and coordinate a comprehensive program of special education and related services to meet the needs of all children with disabilities eligible for special education under Article 14 of the Illinois *School Code* legally residing within any KCSEC member districts.

ARTICLE III ORGANIZATION

A. Membership

1. Public school districts located in Kendall County, Illinois, or any adjoining county, may be admitted to membership in the KCSEC (such districts referred to hereinafter as "Member Districts") upon:
 - a. Written application and satisfaction of such conditions as established by the KCSEC Governing Board;
 - b. Approval by a majority of the Governing Board;
 - c. Approval by the administrative district/agent;
 - d. Adoption of a Resolution and execution of this Joint Agreement by the applying district's Board of Education; and
 - e. Written agreement to pay such entry fees as determined appropriate by the Governing Board.
2. Membership shall continue, and member districts shall be bound hereby, from year to year unless a member district is either involuntary removed or voluntarily withdraws from this Joint Agreement as provided in Articles IV and V below.
3. Current membership in KCSEC includes the school districts listed on Appendix A attached hereto. The Governing Board shall revise Appendix A when necessary to reflect changes in membership of KCSEC, and such revisions shall not constitute an Amendment to this Joint Agreement.

B. Administration

1. One member district or the Regional Office of Education shall be designated by the Governing Board as the administrative district/agent.
2. Said administrative district/agent shall be the legal and fiscal agent for the Joint Agreement as provided in the *Illinois School Code*.

C. Governing Board

1. The Cooperative shall be governed by a Board, hereafter called the Governing Board, consisting of one Superintendent from each member district. A member district may appoint an alternative representative approved by a resolution of the member district Board of Education and provided to the Governing Board. The alternative representative shall be permitted to participate and vote at Governing Board meetings on behalf of the member district. The Superintendent and/or Assistant Superintendent of the Regional Office of Education of Kendall County shall serve as an Exofficio member of the Governing Board.

2. The Governing Board shall, from its membership, select a Chair who shall serve a one year term. The Chairman shall take office on July 1 of each year.
3. The Governing Board shall appoint by July 1 of each year an individual to serve as secretary to the Governing Board.
4. A quorum of the Governing Board shall be required to conduct any business, and all such meetings shall be conducted in compliance with the Illinois *Open Meetings Act*.
5. Each member district shall be entitled to a vote, as per Governing Board policy on any action considered by the Governing Board. A majority vote of those members present is necessary for any action to be approved unless some extraordinary or full majority of the entire Governing Board is required by law or by this Joint Agreement.
6. The Governing Board shall have the duty to select a state approved Director of Special Education, adopts all policies, recommend annual budget, and examine the effectiveness of the program by establishing a regular evaluation procedure for the joint agreement and shall have all powers authorized by law.
7. The Governing Board shall hold a monthly meeting. Special meetings may be called by the Chairman or a majority of the Board members.

ARTICLE IV INVOLUNTARY WITHDRAWAL OF A MEMBER DISTRICT

A. Condition of Membership.

Membership in this Joint Agreement is conditional upon compliance with obligations assumed by member districts under this Joint Agreement. Involuntary removal is not equivalent to a voluntary withdrawal and is not subject to the voluntary withdrawal procedures set forth in Article V of this Joint Agreement.

B. Removal of a Member School District.
The Governing Board may remove a member District, upon two-thirds vote of the entire Governing Board, if the Governing Board finds that a member school district has failed to comply with this Joint Agreement, or KCSEC Policies and Procedures. The removed member district shall not be entitled to any share of KCSEC's assets, as defined in Section V.E.1, but shall continue to be responsible for its share of liabilities incurred by KCSEC prior to the effective date of removal on the same basis as voluntarily withdrawn districts under Section V.E.2.

ARTICLE V VOLUNTARY WITHDRAWAL FROM KCSEC

A. Procedures

Any member district seeking to voluntarily withdraw from membership in KCSEC shall comply with the procedures set forth in Section 10-22.31 of the School Code (105 ILCS 5/10-22.31) as amended or any successor legislation and any state administrative rules and regulations governing the same. Consistent with law, a Member District may seek to withdraw from KCSEC either by filing a Petition for Withdrawal with the appropriate Regional Board(s) of School Trustees (or successor body as provided by law) or by filing a Petition to Withdraw with the other KCSEC Member Districts.

B. Advance Notification

In either event, a Member District wishing to voluntarily withdraw from KCSEC shall have its board of education adopt a resolution in support of such voluntary withdrawal and must provide said resolution to the Governing Board no less than twelve (12) months prior to the requested effective date of withdrawal. Said resolution shall state the reasons for the proposed withdrawal as well as the proposed effective date of withdrawal. The Governing Board shall provide such resolution to the Regional Superintendent of the appropriate Regional Office(s) of Education and to each member district's Superintendent and President of the Board of Education.

C. Consensual Withdrawal

A member district may file a Petition for Withdrawal with the other KCSEC member districts no less than twelve (12) months prior to the proposed effective date of withdrawal. Such Petition shall, at a minimum, specify the basis for the proposed withdrawal, the proposed effective date of withdrawal and such other information as the petitioning member district wishes to provide. The boards of education of the other member districts shall consider said Petition and take such action regarding the Petition as it considers appropriate within ninety (90) days of receipt of the Petition. Any Board of Education may request additional information from the Petitioning District and the member district petitioning for withdrawal shall comply with all reasonable requests for information and documents. Member districts' Boards of Education shall consider the Petition and, if they vote to approve the Petition, shall do so by written resolution. Such resolution shall be forwarded to the KCSEC Director and all Member Districts by certified mail, return receipt requested. If a Petition for Withdrawal is approved by all member districts the petitioning member district shall be withdrawn from KCSEC effective the succeeding July 1st unless otherwise mutually agreed to between the parties. The petitioning member district shall notify the Illinois

State Board of Education in writing of the withdrawal upon approval by all Member District Boards of Education.

D. Non-Consensual Withdrawal

A Member District not wishing to utilize the consensual process provided in Section C, or whose request for withdrawal has not been approved by all other member district boards of education may adopt a resolution as provided in Section B above and file a Petition for Withdrawal with the appropriate Regional Board(s) of School Trustees (or successor body provided by law). Said Petition shall be simultaneously submitted to the KCSEC Director who shall provide a copy to all member district superintendents. The Director and Governing Board chairman shall review said Petition and recommend to the Governing Board the content and manner of response on behalf of KCSEC. The Governing Board shall make final determinations regarding the KCSEC response to a Petition for Withdrawal filed with the Regional Board(s) of School Trustees.

E. Rights and Obligations

1. Assets

In the event voluntary withdrawal from this Joint Agreement is approved pursuant to the procedures in Sections C or D above, the withdrawing member district shall have no claim on any assets of KCSEC including, but not limited to, any real or personal property, buildings, land, equipment or funds of KCSEC, except for (a) personal property that KCSEC has utilized exclusively for a student enrolled in the withdrawn member district and for which the withdrawn member district has already paid KCSEC and (b) real property or facilities as provided in Article VIII (F) below. The withdrawn district shall not have any claim to KCSEC real property or facilities until dissolution of the KCSEC or the sale or the real property or facilities, whichever occurs first. For purposes of this Article, "assets of KCSEC" do not include unexpended IDEA funds retained by KCSEC that are actually Member District funds for the provision of FAPE for the Member District students with disabilities. However, IDEA funds paid to KCSEC by a Member District for a purchased service are included in the "assets of KCSEC."

2. Liabilities

In the event voluntary withdrawal from this Joint Agreement is approved pursuant to the procedures in Sections C or D above, the withdrawing district shall be responsible for its share of liabilities incurred by KCSEC prior to the effective date of withdrawal. Said

liabilities include, but are not limited to, any form of debt or bonded indebtedness or notes, any retirement incentives or costs related to retiring staff or any other liabilities incurred by KCSEC pursuant to its approved budget. The withdrawing district shall be responsible for its share of liabilities as that share is determined for all member school districts in the fiscal year immediately preceding the effective date of withdrawal.

ARTICLE VI DISSOLUTION

A. Procedure for Voluntary Dissolution by Governing Board

A voluntary dissolution of KCSEC may be authorized by a vote of twothirds of the entire Governing Board in the following manner:

1. Any member of the Governing Board may file a proposed resolution in writing with the Chair of the Governing Board proposing that KCSEC be dissolved voluntarily, and requesting that the question of such dissolution be submitted to a vote at a meeting of the Governing Board.
2. Written notice stating that the purpose or one of the purposes, of the meeting is to consider the voluntary dissolution of KCSEC shall be given to each member of the Governing Board. The notice shall be given at least twenty (20) days prior to the next regular meeting of the Governing Board.
3. Such proposed resolution shall be submitted to the Governing Board at least twelve (12) months prior to the requested effective date of the dissolution.

B. Effect of Dissolution

Dissolution of the Joint Agreement terminates its existence. Upon dissolution KCSEC shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including:

1. Collecting its assets,
2. Liquidating and/or disposing of its assets,
3. Discharging or making provisions for discharging its liabilities,
4. Distributing cash raised pursuant to liquidation or disposition of KCSEC assets and any remaining non-cash assets to Member Districts based on the proportion of each Member District's total student enrollment as compared to the total collective student enrollment of all KCSEC Member Districts, using district enrollments as listed on each member district's District Report Card for the school year immediately preceding the effective date of dissolution, provided that proceeds of the sale of any real estate

purchased or facilities constructed by the KCSEC shall be distributed according to the proportionate interests set forth in Section VIII(F). For purposes of this Article, "KCSEC assets" do not include unexpended IDEA funds retained by KCSEC that are actually Member District funds for the provision of FAPE for the Member District students with disabilities. However, IDEA funds paid to KCSEC by a Member District for a purchased service are included in the "KCSEC assets."

5. Causing the honorable dismissal of or otherwise terminating KCSEC's employees.
6. Doing such other acts as is necessary to wind up and liquidate its business and affairs.

C. Successor Districts and Consolidated Districts

In the event any Member District merges or consolidates with another Member District the new entity which comprises the former Member Districts, and which is a Member District at the time of dissolution, shall be entitled to the same distribution of assets of the previously existing Member District(s) as if the merger or consolidation had not occurred unless specifically provided otherwise by law.

ARTICLE VII. STAFF PROGRAMS AND SERVICES

A. Director

1. An Illinois State Board of Education ("ISBE") approved Director of Special Education (the "Director") shall be employed by the Governing Board to run the day-to-day operations of the Cooperative and to ensure that the policies and programs of Cooperative are being implemented. The Director shall possess such other qualifications as determined appropriate by the Governing Board and shall be hired using a process determined by the Governing Board. The Director shall be directly responsible to the Governing Board, and the scope and limits of the Director's duties, responsibilities, and authority with respect to the Member Districts shall be defined by the Governing Board consistent with Section 10-22.31 of the *School Code* or any successor legislation and incorporated into a written contract.
2. The Director shall recommend such matters as he/she may deem necessary or desirable for the efficient and proper execution of the programs as outlined in the KCSEC Policy Manual.

B. Staff Other Than The Director

1. All staff members of the KCSEC shall be approved by the Governing

Board for employment based upon the recommendation of the Director.

2. All special education instructional, supportive, and related services personnel shall be hired by the KCSEC with the exception of LBSI resource instructors and speech therapists for district programs, unless requested by the district. However, nothing in this Joint Agreement shall prevent Member Districts from hiring their own staff to provide special education services to their own students, specifically in the event of a pending withdrawal, dissolution, or other circumstances that make it impractical for KCSEC to hire staff for the Member District.
3. LBSI resource instructors and speech therapists for district programs shall be employed by the individual district, unless the district requests KCSEC employ.
4. The duties, responsibilities, and authority of all KCSEC staff members shall be defined by the Governing Board.
5. Any full-time professional worker employed by the Cooperative who spends more than fifty percent (50%) of his/her time in one Member District shall not be required to work a different teaching schedule than the other professional workers in that Member District.

C. Programs and Services

1. All special education program and services shall be organized, coordinated and supervised by the Director of Special Education.
2. The KCSEC shall provide special education program and services to all eligible children with disabilities pursuant to Article 14 of the *School Code* and ISBE Special Education Regulations. KCSEC shall provide such programs and services as authorized and funded by the Governing Board pursuant to policy and the Governing Board's approved budget.

ARTICLE VIII PHYSICAL FACILITIES/HOUSING

- A. Each member district agrees that it will, subject to the approval by its board of education, provide facilities in such member districts for special services and classes for special services and classes for its own students and/or students from other member districts.
- B. Each member district that provides classroom facilities for classes operated by the KCSEC shall receive a rental fee for each room provided as approved by the Governing Board.

- C. Each member district shall be expected to provide working space for psychologists, school social workers, speech therapists, and other itinerant personnel. No rental fee will be allowed for this space.
- D. The KCSEC shall provide office space for the Director and central office staff members.
- E. The Governing Board is authorized to enter into agreements and contracts for the purchase of real estate and/or construction of facilities necessary to provide special education services to children with disabilities including but not limited to, classrooms, offices and administrative offices.
- F. A member district's ownership interest and responsibility for payment for real estate purchased or facilities constructed by KCSEC shall be governed by this Paragraph.
 - 1. Each member district that is a member of the KCSEC on the date the KCSEC enters into any contract or agreement incident to the purchase of real estate and/or construction of a facility will be responsible for proportionate payments on and have a proportionate interest in the real estate and/or facility, which proportion shall be calculated as each member district's total student enrollment divided by the total collective student enrollment of all KCSEC member districts, using district enrollments as listed on each member district's most recently published District Report Card, unless the member districts agree otherwise in writing or as provided below.

In the event a member district joins the KCSEC after said effective date and prior to fulfillment of the contract or agreement, and provided that any applicable bonds or financing obligations will not be impaired or affected, the new member district will be responsible for proportionate payments on and have a proportionate interest in the real estate and/or facility as provided below, and the proportionate payments and interests of all member districts (both current and new) shall be recalculated as follows:

- a. Proportionate Payments. Effective as of the date of the new member district's admission to membership in the KCSEC, the proportionate payments of all member districts shall be recalculated, with each member district's new proportion being calculated as the member district's total student enrollment divided by the total collective student enrollment of all KCSEC member districts, using district enrollments as listed on each member district's District Report Card for the school year in which the new member district is admitted to membership in the KCSEC.

- b. Proportionate Interests. If a new member district joins the KCSEC during the pendency of a contract or agreement incident to the purchase of real estate and/or construction

of a facility, the proportionate interest of each member district will be recalculated as the total dollars paid toward such real estate or facility by the member district divided by the total dollars paid by KCSEC and/or its member districts toward such real estate or facility.

If any bond or financing obligations of the KCSEC or any member districts would be impaired or affected by recalculation of proportionate payments or proportionate interests as set forth herein, the Governing Board shall establish an alternate formula(s) for such payments and interests that would not impair or affect such bond or financing obligations, which formula(s) shall be incorporated into this Joint Agreement as an amendment.

2. A member district with an interest in real estate and/or facilities of the KCSEC that withdraws from the KCSEC before the real estate and/or facility is fully paid will continue to be responsible for its proportionate share of the loan payments, as calculated in Section 1 above, until the property is fully paid.
3. Upon the sale of the real estate and/or facilities of the KCSEC, each member district with an interest in said real estate and/or facility, or its successor district, will receive its proportionate share of the proceeds of the sale based on its proportionate interest as calculated in Section 1 above. If the KCSEC is dissolved and title to real estate and/or facilities of the KCSEC is transferred to the successor entity of the KCSEC, the interest of member districts will remain intact as calculated herein.

ARTICLE IX TRANSPORTATION

- A. Each member district shall assume the responsibility for providing transportation for those students residing in said district to the class where the child is placed.
- B. Each member district will prepare and submit their own transportation claim for reimbursement.
- C. The Director of Special Education shall service as a consultant regarding special education transportation requirements for each member district.

ARTICLE X FINANCING

- A. A budget of proposed expenditures shall be prepared by the Director and presented to the Executive Board at the May meeting each year or as otherwise provided by law.
- B. The budget shall be accompanied by the estimated summary of program tuition costs and administrative assessments.
- C. All program tuition costs shall be determined on a net cost basis. Effective the 2010-2011 fiscal year, all expenditures incurred in the operation of the Cooperative special education program shall be pro-rated among the member districts on a per capita cost basis. Effective the 2011-2012 fiscal year and beyond, all expenditures incurred in the operation of the Cooperative special education program shall be pro-rated among the member districts based on the proportion of each member district's total student enrollment as compared to the total collective student enrollment of all KCSEC member districts, using district enrollments as listed on each member district's District Report Card for the preceding school year.
- D. Each member district shall pay program tuition costs and administrative assessments in quarterly installments beginning with the month of July.
- E. All monies shall be received and disbursed by the Regional Office of Education or KCSEC and an audit held annually as prescribed by law.

ARTICLE XI AMENDMENTS

This joint agreement may be changed or amended by a simple majority of the Governing Board members at the regularly scheduled Governing Board meeting provided the amendment has been submitted in writing to the Governing Board at least thirty (30) days prior to that meeting.

APPENDIX A

**MEMBER DISTRICTS OF
KENDALL COUNTY SPECIAL EDUCATION COOPERATIVE**

1. *Oswego Community Unit District #308*
2. *Yorkville Community Unit District #115*
3. *Newark Community High School District #18*
4. *Lisbon Grade School District #90*
5. *Newark Grade School District #66*
6. *Plano Community Unit District #88*

Date: June 10, 2015