

DuPage/West Cook Intergovernmental Cooperation Agreement

Amended & Adopted – July 1, 2006
First Amendment Adopted – June 30, 2008
Addendum A Revised & Adopted – July 16, 2008
Addendum A Revised & Adopted – July 1, 2012
Addendum A Revised & Adopted – November 7, 2013
Addendum D Revised & Adopted – September 18, 2014
Second Amendment Adopted – May 16, 2019
Amended Agreement Adopted – _____

This DuPage/West Cook (“D/WC”) Intergovernmental Cooperation Agreement (“Agreement”) is entered into by and between the Operating Entities (as identified in Appendix A) and the Member School Districts (as identified in Appendix B).

Recitals:

WHEREAS, pursuant to the Illinois Constitution (Article VII, Section 10) and the Illinois *Intergovernmental Cooperation Act* (5 ILCS 220/3), school districts, units of local government, and public agencies are authorized to contract or otherwise associate among themselves, to obtain or share services and to exercise, combine, or transfer any power or function, and to jointly exercise any powers, privileges, functions, or authority which may be exercised by any of them; and

WHEREAS, the Operating Entities and the Member School Districts have determined that it is in their best interests to enter into this amended Agreement providing for access to the special education programs delineated in Appendix A, as may be amended.

NOW, THEREFORE, the Operating Entities and the Member School Districts agree as follows:

ARTICLE I – PURPOSE AND MEMBERSHIP

The purpose of D/WC is to provide special education programs as delineated in Appendix A (“the Programs”) for students residing in the Member School Districts listed in Appendix B and as may be otherwise provided in this Agreement. Member School Districts (and non-member school districts as otherwise provided in this Agreement) may purchase available services from the Operating Entities, including (but not limited to) Program participation on a tuition basis, other instructional services, related services, and professional development. School district personnel authorized to commit to the purchase of services from the Operating Entities shall (1) contact the designated administrator for the program offering the requested services; (2) provide the school student records necessary for services; and (3) comply with other purchased services policies and procedures which may be approved by the Operating Entities.

Membership shall include and be limited to those school districts identified in Appendix B and any other school districts that establish membership pursuant to this paragraph. A non-member public school district may petition the Operating Entities in writing requesting membership in the DuPage/West Cook Intergovernmental Cooperation Agreement. The petitioning school district shall be invited to join upon satisfaction of the following conditions: (a) approval by the Directing Board of each Operating Entity; and (b) agreement, in writing, by the petitioning school district to abide by this Agreement and all D/WC policies and procedures.

ARTICLE II – MEETINGS

At least twice annually, the Operating Entities shall organize an informational meeting to review the Programs, tuition costs, and services. The Operating Entities shall provide written notice of all such meetings to the Member School Districts, at least fourteen (14) days in advance of the meeting.

Each Member School District shall provide the Operating Entities with the name and contact information of the person designated by the Member School District to receive such meeting notices.

ARTICLE III – OPERATING ENTITIES

- 3.1 The Operating Entities are responsible for the Programs, including the following:
 - a) To administer programs, which shall include the overall planning, administration, and coordination of the educational programs, budget preparation, and staff recruitment.
 - b) To provide proof of the necessary insurance as may be required by law.
 - c) To charge tuition for the Programs based upon a tuition formula established by the Operating Entity. The Operating Entity shall notify the Member School Districts of the tuition formula used by the Operating Entity, and the formula shall include the calculation of the tuition charged.
- 3.2 Services may be provided to students who reside outside of the geographical area covered by the Member School Districts (“Catchment Area”) provided space is available and the resident district agrees to pay the fee established by the Operating Entity.
- 3.3 Member School Districts agree to purchase low incidence special education services available only from the Operating Entities unless an IEP team determines otherwise.

ARTICLE IV – TRANSPORTATION

Transportation to the Programs is the responsibility of a student’s district of residence as determined by law.

ARTICLE V – PROCEDURES FOR WITHDRAWAL OR EXPULSION OF MEMBER SCHOOL DISTRICTS

- 5.1 When a Member School District fails to abide by the terms of this Agreement or fails to meet its financial or other obligations as established or assessed pursuant to this Agreement: (1) the Operating Entities may decline to provide the defaulting Member School District with further services or access to the Programs; and/or (2) the other parties to this Agreement may expel the defaulting Member School District. The expulsion of the Member School District shall be effective upon approval of a resolution by a majority of the other Member School Districts.
- 5.2 A Member School District seeking to withdraw from this Agreement shall provide written notice thereof to the Operating Entities and the other Member School Districts. Such written notice must be received by the Operating Entities and the other Member School Districts not later than eighteen (18) months prior to the effective date of withdrawal. Withdrawal shall be effective on July 1 of a fiscal year (i.e., written notice must be received by the Operating Entities and the other Member School Districts by January 1, 2025 for a withdrawal to be effective July 1, 2026). A Member School District withdrawing from this Agreement is responsible for all fees owed to the Operating Entities through the effective date of withdrawal.

ARTICLE VI – CONSOLIDATION OF MEMBER SCHOOL DISTRICTS; DISSOLUTION OF D/WC

6.1 – Consolidation of Member School Districts

In the event of consolidation of a Member School District with a non-participating school district, the consolidated school district shall be deemed a Member School District under this Agreement unless written intent to withdraw, as provided in this Agreement, is received by the Operating Entities and the other Member School Districts within thirty (30) days after the effective date of consolidation. The new Member School District shall assume the financial and legal obligations that may arise through participation in this Agreement.

6.2 – Dissolution of D/WC

Dissolution of this Agreement and D/WC may be proposed by any Operating Entity or Member School District by adoption of a resolution calling for the dissolution of this Agreement and D/WC. Dissolution shall be effective on July 1 following approval by two-thirds (2/3) of the parties to this Agreement (i.e., Operating Entities and Member School Districts).

ARTICLE VII – AMENDMENT OF AGREEMENT

- 7.1 Proposed amendments to this Agreement may be recommended by any Operating Entity or Member School District by adopting a resolution setting forth the proposed amendments. Any such resolution shall be forwarded to all other Operating Entities and Member School Districts for consideration.

- 7.2 Any amendment approved by a majority of the parties to this Agreement (i.e., Operating Entities and Member School Districts) shall become effective on the date that a majority of the parties have approved the amendment.
- 7.3 The Operating Entities shall provide all Member School Districts with current copies of this Agreement incorporating any and all amendments that have been approved.

ARTICLE VIII – INDEMNIFICATION

Each party to this Agreement agrees to indemnify, defend and hold harmless the other parties and their Board(s), Board members, employees, volunteers and agents, against and from any and all liability, damage, claim, demand, judgment, cause of action, cost, expenses (including reasonable attorneys' fees), and losses (collectively "Loss") to the extent the Loss arises out of the acts or omissions of the indemnifying party.

ARTICLE IX – GENERAL PROVISIONS

- 9.1 The parties agree that this Agreement supersedes all prior agreements regarding the establishment and operation of D/WC, and any amendments thereof.
- 9.2 This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified only by resolutions approved, signed and dated by the parties as provided in this Agreement.

APPENDIX A

<u>OPERATING ENTITY</u>	<u>PROGRAM(S)</u>
SASED	Deaf and Hard of Hearing Programs (PreK - 8) Visually Impaired Programs (PreK - Transition) Diagnostic and Audiological Services
LADSE	Deaf and Hard of Hearing Program (9 - Transition)

APPENDIX B

Member School Districts Participating in the DuPage/West Cook Intergovernmental Cooperation Agreement

Cooperative

Argo, Evergreen, Reavis,
Oak Lawn Special Education
(AERO)

Cooperative Association for
Special Education
(CASE)

LaGrange Area
Special Education
(LADSE)

Member School Districts

Summit School District 104
Willow Springs School District 108
Indian Springs School District 109
Central Stickney School District 110
Burbank School District 111
Ridgeland School District 122
Evergreen Park Elementary School District 124
Argo Community High School District 217
Reavis Township High School District 220
Oak Lawn Community High School District 229
Evergreen Park Community High School District 231

Marquardt School District 15
Queen Bee School District 16
Glen Ellyn Elementary School District 41
Lombard School District 44
Glenbard Township High School District 87
Glen Ellyn Community Consolidated School District 89
Carol Stream Community Consolidated School District 93

Westchester School District 92.5
Komarek School District 94
Brookfield School District 95
Riverside School District 96
Western Springs School District 101
LaGrange School District 102
Lyons School District 103
LaGrange School District (South) 105
LaGrange Highlands School District 106
Pleasantdale School District 107
Lyons Township High School District 204
Riverside Brookfield Township District 208
Butler School District 53
Darien School District 61
Gower School District 62

Leyden Area Special
Education Cooperative
(LASEC)

Rosemont Elementary School District 78
Pennoyer School District 79
Mannheim School District 83
Franklin Park School District 84
Rhodes School District 84.5
River Grove School District 85.5
Union Ridge School District 86
Leyden Community High School District 212
Ridgewood Community High School District 234

North DuPage Special
Education Cooperative
(NDSEC)

Addison School District 4
Bensenville Elementary School District 2
Wood Dale School District 7
Itasca School District 10
Medinah Elementary School District #11
Roselle Elementary School District #12
Bloomington Elementary School District #13 Fenton
Community High School District 100
Lake Park Community High School District 108

Proviso Area
Exceptional Children
(PAEC)

Berkeley School District 87
Bellwood School District 88
Lindop School District 92
Hillside School District 93
Proviso Township High School District 209

School Association for Special
Education in DuPage
(SASED)

Keeneyville School District 20
Benjamin School District 25
West Chicago Elementary School District 33
Winfield School District 34
Villa Park Elementary District 45
Salt Creek School District 48
Downers Grove Grade School District 58
Maercker School District 60
Cass School District 63
Center Cass School District 66
Woodridge Elementary School District 68
DuPage High School District 88
Community High School District 94
Community High School District 99
Community Consolidated School District 180
Westmont Community Unit School District 201
Lisle Community Unit School District 202
Elmhurst Community Unit School District 205

Pre-July 1, 2006 Independent School Districts

District 97	Oak Park Elementary School District 97
District 200	Wheaton-Warrenville Community Unit District 200
District 200	Oak Park and River Forest High School District 200
District 203	Naperville Community Unit School District 203
District 204	Indian Prairie Community Unit School District 204

Other Independent School Districts

District 80	Norridge School District 80
District 81	Schiller Park School District 81
District 86	Hinsdale Township High School District 86
District 89	Maywood-Melrose Park-Broadview School District 89
District 90	River Forest School District 90
District 91	Forest Park School District 91
District 98	Berwyn North School District 98
District 99	Cicero School District 99
District 100	Berwyn South School District 100
District 123	Oak Lawn-Hometown School District 123
District 181	Hinsdale Community Consolidated School District 181
District 201	J. S. Morton High School District 201
District 204	Elmwood Park Community Unit School District 401