

**ARTICLES OF JOINT AGREEMENT
FOR THE
MID-VALLEY SPECIAL EDUCATION COOPERATIVE**

Article 1 - General

Section 1. Name of Joint Agreement

The name of this special education organization serving the District shall be the Mid-Valley Special Education Joint Agreement hereafter referred to as Mid-Valley Special Education Cooperative or Cooperative.

Section 2. Purpose

The purpose of Mid-Valley Special Education Cooperative is to provide comprehensive special education and related services to families, children and staff relating to students with identified special education needs and to assist individual districts in providing special education programs and services to students with identified special education needs. Included in the services and supports the Mid-Valley Special Education Cooperative shall provide are direct special education programs and services, related services, consultation, technical assistance and staff development.

Section 3. Membership

School Districts 101, 301, 302, 303 and 304 are the Member Districts of the Mid-Valley Special Education Cooperative. A non-member public school district may petition Mid-Valley Special Education Cooperative for membership. The petition must be submitted to the Advisory Board (as defined in Article 2) of Mid-Valley Special Education Cooperative in the form required by the Advisory Board. Approval of the Petition for Admission must be by affirmative vote of three-quarters (3/4) of the total membership of the Advisory Board. Once so approved by the Advisory Board, the Petition for Admission shall be approved if approved by each of the Boards of Education of the Member Districts. The Advisory Board may impose additional terms and conditions of admission as it deems appropriate, but in all cases the school district petitioning for membership must, at a minimum, provide a resolution adopted by the Board of Education stating the school district's agreement to abide by these Articles of Joint Agreement and Mid-Valley Special Education Cooperative's policies and procedures.

Unless the Advisory Board provides otherwise, the new Member District must pay an admittance fee on a per pupil basis as designated by the Advisory Board based upon the most current Fall Housing Report for the entire student population

of the applicant school district. For the initial year of membership, new Member Districts shall be assessed their pro rata share of the current fiscal year's administrative and supervisor costs, operating costs and personnel costs as detailed in Article III, Section 5.

Section 3.A. Responsibilities of Member Districts

The Member Districts shall have the following rights and responsibilities as members of the Mid-Valley Special Education Cooperative.

1. Member Districts shall promptly and fully pay all bills for services submitted to them by Mid-Valley Special Education Cooperative;
2. Member Districts shall commit their Superintendents or designee to attend the Advisory Board meeting on a monthly basis;
3. Member Districts shall have the right to receive appropriate services, programs and administrative support from Mid-Valley Special Education Cooperative consistent with these Articles of Joint Agreement and Mid-Valley Special Education Cooperative policy.
4. Member Districts shall be responsible to provide a free appropriate public education to all students with disabilities residing within their respective school districts, whether the special education services are provided by the Member District or Mid-Valley Special Education Cooperative;
5. Member Districts shall assist the Governing Board in accomplishing the purposes set forth in these Articles of Joint Agreement. Further, member districts shall work collaboratively to provide for the needs of all special education students within the Member Districts; and
6. Member Districts shall perform and provide such other services as determined by the Advisory Board consistent with the law and the purpose of the Mid-Valley Special Education Cooperative.
7. Member Districts shall have such other responsibilities as set forth in this Agreement.

Section 4. Amendment of Joint Agreement

If a Member District desires to recommend a change to the Articles of Joint Agreement, the Member District shall submit the proposed modification to the Advisory Board for review and consideration. If the proposed amendment to the Articles of Joint Agreement is approved by the Advisory Board by a majority vote of those members present, it shall be submitted to the individual Boards of Education for approval. The Articles of Joint Agreement shall be amended upon approval by at least three quarters (3/4) of the Boards of Education of the Member Districts, provided that such approval is within 90 calendar days of the Advisory Board's approval of the amendment, unless such time is extended by action of the Advisory Board. The amendment to the Articles of Joint Agreement shall become effective upon the date of the Board of Education action approving the change to the Articles that meets the three-quarter (3/4) threshold for approval, unless a different effective date is specified.

Section 5. Procedures for Withdrawal of School District from Joint Agreement

The process for withdrawal of the member district from the Joint Agreement is governed by Section 10-22.31 of the *School Code*. (105 ILCS 5/10-22.31).

Section 5.A. Voluntary Withdrawal by the Member District

1. Procedure. Any Member District may seek to withdraw from the Mid-Valley Special Education Cooperative by following the process provided for in Section 10-22.31 of the *School Code* (105 ILCS 5/10-22.31) or any successor legislation.

a. A Member District which seeks to withdraw from the Cooperative shall present a resolution from its Board of Education authorizing the withdrawal as well as a petition seeking withdrawal to the Advisory Board. The petition for withdrawal must be presented to the Advisory Board by January 31 in the calendar year prior to the year in which the withdrawal becomes effective. The petition will be approved if all of the Member District Boards of Education approve the withdrawal petition by written resolution. The Member District Boards of Education shall approve or deny the withdrawal petition on or before September 1 of the calendar year in which the petition was submitted or the

petition shall be deemed denied. Petitions approved by consent of the Member Districts shall be effective on July 1 in the calendar year following the year in which the petition was submitted.

b. If the petition for withdrawal is not approved by concurring resolutions of all of the Member Districts as provided above, the Member District seeking to withdraw may petition the Regional Board(s) of School Trustees which exercises jurisdiction over any of the Member Districts for withdrawal from the Cooperative as provided in Section 10-22.31 of the *School Code*. (105 ILCS 5/10-22.31) All withdrawals approved by the Regional Board(s) of School Trustees shall become effective on the following July 1 unless otherwise approved by the Advisory Board.

2. Continuing Services. Member Districts which voluntarily withdrawal from the Mid-Valley Special Education Cooperative may request continued participation in select Mid-Valley Special Education Cooperative programs or services after withdrawal. Such request shall be granted upon approval by a majority vote of the Advisory Board. If the Advisory Board allows a former Member District to continue to participate in Mid-Valley Special Education Cooperative services, the Advisory Board shall enter into a written agreement with the former Member Districts setting forth the mutually agreed upon terms and conditions for participation.

Section 5.B. Removal of Member District

Membership in Mid-Valley Special Education Cooperative is conditioned upon the Member District's continued compliance with the terms of these Articles of Joint Agreement and Mid-Valley Special Education Cooperative's policies. If the Advisory Board finds that a Member District has materially breached these Articles of Joint Agreement or the Cooperative's policies, the Advisory Board may put said Member District on written notice for such failure. Said notice shall specify in detail the items that the Advisory Board deems sufficient cause to justify removal of the Member District, if not remedied. If, after ninety (90) calendar

days from the date of the written notice to the Member District, or such other greater time as may be specified by the Advisory Board, the member district has not remediated the failure as determined by the Advisory Board, the Advisory Board may remove the Member District pursuant to the following procedure:

1. Notice. Upon approval of the majority of the Advisory Board, the Executive Director shall send written notice to the Board of Education of the Member District in question, specifying in detail the item(s) which the Advisory Board deems sufficient cause to justify removal of the Member District from Mid-Valley Special Education Cooperative.

2. Hearing. Should the Member District fail to take remedial action required in the notice to the satisfaction of the Advisory Board, the Advisory Board shall, upon reasonable written notice, call a special meeting at which time the matter shall be brought before the Advisory Board for hearing and action. At least thirty (30) days prior written notice of the time and place of such hearing shall be given to the Member District by certified mail addressed to the Superintendent of the Member District. The Member District shall be permitted to appear and submit reasons why it should not be removed from membership.

3. Action. A three-fourths (3/4) vote of all the Advisory Board members, excluding the representative for the Member District subject to the removal of proceeding, shall be required to terminate membership of a Member District. Removal for membership shall not relieve the Member District of the obligations incurred during membership in Mid-Valley Special Education Cooperative and such termination shall become effective no later than July 1 following the date of action by the Advisory Board.

Section 5.C. Accounting of Assets and Liabilities upon Withdrawal or Removal

In the event that any Member District withdraws or is removed from Mid-Valley Special Education Cooperative, the Member District shall forfeit any claim or right it may have for any of Mid-Valley Special Education Cooperative's assets, unless the Cooperative dissolves within five (5) years of the Member

District's effective date of withdrawal or removal from the Cooperative or the Mades- Johnstone facility is sold within fifteen (15) years of such effective date. In that case, the withdrawn or removed Member District shall be entitled to a distribution of assets in accordance with Article V, Section 2.A of these Articles of Joint Agreement.

Any withdrawn and removed Member District, however, shall continue to be liable for its proportionate share of any costs, expenses, and liabilities which were incurred by the Cooperative while it was a Member District (the "Surviving Liabilities), and shall continue to pay the Surviving Liabilities until they have been paid in full. The Surviving Liabilities include, but are not limited to, any and all outstanding amounts of the Member Districts' previously determined share of the Series 2004A Debt Certificates issued for the benefit of the Cooperative by District 303 in accordance with the October 25, 2004 Intergovernmental Cooperation Agreement Among Districts. For purposes of this section, the Surviving Liabilities are intended to refer to liability arising from transactions, events, acts or omissions occurring on or before the effective date of the withdrawal or removal of the Member District. The Surviving Liabilities shall not include personnel costs accruing or attributable to any year after the effective date of the Member District's withdrawal or removal.

Section 5.D. Legal Costs and Expenses Upon Withdrawal or Removal

In the event of withdrawal or removal proceedings under this Section 5, the involved Member District is solely responsible for all legal costs and expenses which it incurs as a result of such proceedings.

Article II - Organization and Operation

Section 1. Advisory Board

The Advisory Board for the Mid-Valley Special Education Cooperative shall consist of the superintendents or their designee/alternate from each of the Member Districts. Member Districts may not appoint their special education liaisons as a Superintendent's designee on a permanent basis. The Chairperson of the Advisory Board shall be the Superintendent from District 303 or his designee who shall be responsible for conducting the Advisory Board meetings and approving the

agenda for such meetings. Agendas for Advisory Board meetings shall be prepared by the Executive Director with the advice and input of the members of the Advisory Board. In addition to the Chairperson, there shall be a Vice Chairperson, a Treasurer and a Secretary of the Advisory Board for the Mid-Valley Special Education Cooperative. The Secretary shall be responsible for keeping and disseminating meeting minutes to Advisory Board members. These remaining officers of the Advisory Board shall be determined by majority vote of the Superintendents on an annual basis.

Section 1.A. Advisory Board Affairs

Each Member District representative shall be entitled to cast one (1) vote at Advisory Board meetings. If the Superintendent sends a designee/alternate, the designee/alternate may cast one (1) vote. However, no votes shall be cast on any matter unless a quorum of the Advisory Board membership is present, and either the Superintendent or his or her designee/alternate shall count for purposes of establishing the existence of a quorum. Unless otherwise provided for in these Articles of Joint Agreement, propositions before the Advisory Board shall pass upon a majority vote of a quorum.

Section 1.B. Responsibilities of Advisory Board

The responsibility for the management and governance of the Mid-Valley Special Education Cooperative shall be vested in the Advisory Board. The Advisory Board has the following duties:

1. To receive and review proposed amendments to these Articles of Joint Agreement;
2. To adopt an annual budget after a public hearing, in accordance with the *School Code*;
3. To determine the nature and extent of services Mid-Valley Special Education Cooperative shall provide to its Member Districts;
4. To determine the need for site acquisition, construction, and capital improvement and to take appropriate and necessary action to acquire necessary sites, to build new construction or improve existing Mid-Valley Special Education Cooperative school buildings and/or make

appropriate and necessary capital improvements to Mid-Valley Special Education Cooperative's school buildings;

5. To expend funds as provided in the adopted budget for the fiscal year;

6. To incur debt as provided under the *School Code*;

7. To approve all payments to be made and direct all appropriate action for payment of Mid-Valley Special Education Cooperative indebtedness;

8. To employ the Executive Director and to approve the employment of other personnel; to set salaries and terms of employment of same;

9. To approve the resignation and dismissal of any employee;

10. To evaluate the performance of the Executive Director;

11. To lease or purchase real estate for use by the Mid-Valley Special Education Cooperative, including, but not limited to buildings, rooms and grounds;

12. To adopt an annual calendar of meetings which shall be held monthly and to hold such meetings in accordance with the laws of the State of Illinois;

13. To establish Advisory Board committees as deemed necessary;

14. To establish basic policies and procedures relating to the provision of special education and related services to students throughout the Cooperative on behalf of the Member Districts consistent with these Articles of Joint Agreement, the *Individuals with Disabilities Education Act* the *School Code*, and such other policies and procedures necessary for the orderly and proper operation of the Cooperative consistent with these Articles of Joint Agreement;

15. To approve contracts of services providers, labor unions, professional organizations and amendments thereto;

16. To address such other matters and take such other action as may be necessary or appropriate for the operation of the Mid-Valley Special Education Cooperative as permitted by law and as consistent with these Articles of Joint Agreement.

Section 2. Administrative District

The Administrative District shall be District 303. As the Administrative District, District 303 shall serve as the fiscal and legal agent for the Mid-Valley Special Education Cooperative. Additionally, the services provided by the Administrative District to the Cooperative, and the costs thereof, shall be set forth in writing annually as agreed upon by the Advisory Board and the Administrative District by the March meeting of the Advisory Board.

Section 3. Administrative Structure

Section 3.A. Executive Director

The Executive Director shall be directly responsible to the Advisory Board and shall serve as the State Approved Director of Special Education on behalf of the Member Districts. The Executive Director shall be evaluated annually by a committee of the Advisory Board. The Executive Director shall report directly to the Superintendent from District 303, which serves as the Administrative District, regarding day-to-day operations. The Executive Director shall also communicate with the Superintendents of the other Member Districts. Although communications shall be directed to the Superintendent of District 303, the Superintendent of District 303 cannot take action separate from or inconsistent with the actions of the Advisory Board.

Section 3.B. Duties

The Executive Director shall be responsible for the daily administration and management of the Mid-Valley Special Education Cooperative in accordance with these Articles of Joint Agreement, Advisory Board policies and procedures and applicable law. The Executive Director shall provide regular and timely reports to the Advisory Board. The Executive Director

shall recommend to the Advisory Board the hiring or dismissal of such administrative, supervisory, certificated, and educational support personnel as the Executive Director deems appropriate. The Executive Director shall also establish appropriate job duties and functions for all personnel and directly supervise and evaluate such personnel or appoint an appropriately certificated designee(s) who will supervise and evaluate all personnel. The Executive Director shall perform such other duties as are assigned by the Advisory Board.

Section 3.C. Liaison Board

The Liaison Board, which shall consist of a representative from each of the Member Districts who serves in the capacity of Coordinator of Special Education Services or Director of Pupil Personnel Services or similar position, shall be an advisory body to the Executive Director and shall not control either the Executive Director or the Advisory Board of the Mid-Valley Special Education Cooperative. The Executive Director shall meet monthly with the Liaison Board to seek advice and counsel relating to the daily administration and management of the Mid-Valley Special Education Cooperative and the needs of the Member Districts.

Article III - Program

Section 1. Arrangement for Physical Facilities

Member Districts shall provide classrooms for classes placed in their districts. Additional classrooms may be built by the Mid-Valley Special Education Cooperative as approved by the Advisory Board. The funding for the construction of the Cooperative facilities must be recommended by the Advisory Board and approved by each the Boards of Education of the Member Districts. The funding for any capital improvement project shall be on a pro rata basis, based upon the most current Fall Housing Report for the entire student population of each of the Member Districts.

Section 1.A. Classroom Use Agreements

Each Member District furnishing a classroom shall receive rental payment from Mid-Valley Special Education Cooperative for the expenses associated with the use of the classroom in accordance with the Mid-Valley Special Education Cooperative Classroom Use Agreement.

Section 2. Types of Programs and Services

Mid-Valley Special Education Cooperative shall provide programs and services to the staff members of the Member Districts and the students identified as being disabled pursuant to the *Individuals with Disabilities Education Act*. Those programs and services may include instructional, consultative, supervisory, administrative, diagnostic, transportation and related services and any other services called for by the *Individuals with Disabilities Education Act* or Article 14 of the *School Code*, or the implementing regulations for those laws.

Section 2.A. Determination of Programs

The Executive Director shall recommend to the Advisory Board no later than March 1 of each year the nature and type of programs and services Mid-Valley Special Education Cooperative shall provide to the Member Districts for the next school year. Such programs and services shall be approved by the Advisory Board by March 31 of each year.

Section 2.B. Commitment for Classroom Space

No later than March 1 of each year, each Member District shall commit to the Executive Director and the Advisory Board the location and number of classrooms to be offered for purposes of providing special education programs and services for the following school year, and shall specify any current classrooms that will not be available for special education programs and services for the following year.

Section 2.C. Housing

Housing required for any program operated by the Cooperative shall be authorized and funded as determined by the Advisory Board.

Section 3. Transportation

Mid-Valley Special Education Cooperative shall arrange for transportation of Member District pupils attending Mid-Valley Special Education Cooperative programs. Billing and payment for transportation of special education students shall be handled directly between the carrier and the sending district.

Section 4. Arrangement for Employing Instructional Staff

Mid-Valley Special Education Cooperative's program staff, including all appropriately credentialed special education teachers, related service personnel, and educational support personnel shall be employees of the Cooperative beginning July 1, 2011, or as such other date as determined by the Advisory Board,

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.

Section 5. Finance

Section 5.A. Administrative and Supervisor Costs

The costs of the Mid-Valley administrative staff and services will be pro-rated by Member District according to the number of self-contained students enrolled from each Member District in Mid-Valley Special Education Cooperative programs and/or receiving related services, offset by any tuition received for any non-Member District student in attendance.

Section 5.B. Operating Costs

1. Mid-Valley Special Education shall furnish such special materials, equipment and supplies as necessary to operate each classroom. These operating costs will be pro-rated according to the number of students enrolled from each Member District in Mid-Valley Special Education in each Cooperative program and/or receiving related services, offset by any tuition received for any non-Member District student in attendance.

Section 5.C. Personnel Costs

1. The cost for staff of Mid-Valley Special Education Cooperative self contained programs will be pro-rated according to the number of self-contained students enrolled from each Member District in each program of the Mid-Valley Special Education Cooperative, offset by any tuition received for any

non-Member District student attendance.

2. The costs for staff of Mid-Valley itinerant programs shall be prorated per student IEP minutes per week.
3. The cost of an individual instructional assistant will be the responsibility of the individual Member District.

Section 5.D. Billing

1. The Administrative District will maintain an accounting system which will determine the costs of each program so that these may be determined with exactness. The costs will then be pro-rated based upon the student enrollment of each Member District in each program among the participating districts.
2. Participating Member Districts will be billed 50% of the estimated yearly tuition in June or July based on the estimated number of students enrolled per program, converted to enrollment days. Payments will be due to Mid-Valley over four months beginning August 1st through November 1st. Updates regarding tuition increases due to enrollment or staffing will be issued by September 30 and such increases will be reflected in supplemental invoices for such additional amounts. The remainder of the yearly tuition will be billed in December based on current days of enrollment. Payments will be due to Mid-Valley over four months beginning January 1st through April 1st. Updates regarding tuition increases due to enrollment or staffing will be issued by February 28 and such increases will be reflected in supplemental invoices for such additional amounts. The final tabulation will be made in July, or after the fiscal year is closed, to either bill for additional costs or refund excess money collected.

Section 5.E. Administrative District Management Cost

Mid-Valley Special Education Cooperative will reimburse the Administrative District the direct costs for conducting the business of the Cooperative as agreed by the parties pursuant to the enumerated costs set forth in writing and presented each year by the Administrative District by the Advisory Board's March meeting.

Article IV - Services to Students Outside of the Mid-Valley Special Education Cooperative

The Executive Director may recommend to the Advisory Board that it accept children who reside outside of the Member Districts into its programs if space and instructional services are available. Upon approval by a majority vote of the Advisory Board, the Executive Director shall be permitted to enroll students and arrange for placement of such students and arrange for the necessary financial payment for services for these students. The tuition for these students shall be, at a minimum, 110% of the program costs which shall be established in accordance with Section 14-7.01 of the *School Code*. The Executive Director may also provide notice to the school district from which the student came that special education and related services may no longer be provided through the Mid-Valley Special Education Cooperative and terminate the student's placement subject to and in accordance with applicable law.

Article V - Dissolution Procedures

Section 1. Dissolution Procedures

Dissolution of the Mid-Valley Special Education Cooperative may be authorized by the affirmative vote of three quarters (3/4) of the entire membership of the Advisory Board in the following manner:

1. Any member of the Advisory Board may submit a resolution with the Chairperson of the Advisory Board proposing that the Mid-Valley Special Education Cooperative be dissolved. The question of such a solution shall be submitted to a vote at a meeting of the Advisory Board, which may either be a regular or special meeting.
2. Written notice stating that the purpose, or one of the purposes, of a meeting is to consider the dissolution of the Mid-Valley Special Education Cooperative shall be given to each member of the Advisory Board.
3. Such a motion shall be filed at least one year prior to the request of effective date of dissolution.

Section 2. Effect of Dissolution

Upon dissolution, Mid-Valley Special Education Cooperative shall not thereafter carry on any business except that necessary to conclude and liquidate its businesses and affairs, including, but not limited to liquidating and/or collecting receivables or causing the honorable dismissal or otherwise terminating the employees of the Mid-Valley Special Education Cooperative and taking such other actions as may be necessary to wind up the affairs of the Mid-Valley Special Education Cooperative.

Section 2.A. Distribution of Assets

Once the Mid-Valley Special Education Cooperative has accounted for all of its assets and liabilities, any remaining assets after such accounting and payment of liabilities shall be distributed to each Member District in accordance with the following formula:

Each Member District shall receive a proportionate share of remaining assets based on the number of students enrolled from each Member District in Mid-Valley Special Education in each Cooperative program and/or receiving related services as provided in the most current Fall Housing Reports.

As of the 2009-2010 school year, the proportionate share of each Member District is as follows:

Batavia No. 101	21%
Central No. 301	11%
Kaneland No. 302	17%
St. Charles No. 303	35%
Geneva No. 304	15%

In the event the Mades-Johnstone facility is sold, the proceeds shall be distributed to each Member District pursuant to the above percentages less the amount of that Member District's debt still owed to District 303 in connection with the Series 2004A Debt Certificates as contemplated under the October 25, 2004 Intergovernmental Cooperation Agreement Among Districts (the "Facility Debt"). Any Member District which withdrew or was removed within fifteen (15) years of the sale, shall be entitled to receive its proportionate share of the proceeds as specified above

less an equal percent (approximately 6.667%) of such proportionate share for each year since its withdrawal or removal less the amount of the Member District's debt still owed to District 303 in connection with the Facility Debt. In determining the amount to be applied against the proportionate share of a withdrawn or removed Member District, there shall first be determined a price per square foot of the Mades-Johnstone facility based on the sales price and the square footage of the facility at the time of the sale. That price per square foot shall be multiplied by the square footage of the facility as of the effective date of the Member District's withdrawal or removal to ascertain the amount allocable toward the proportionate share due the withdrawn or removed Member District. The Facility Debt shall be payable to District 303 for the express purpose of making the remaining debt payments due on the Series 2004A Debt Certificates. If the amount to be distributed to a Member District as a result of the sale of the facility is greater than the Member District's remaining share of said debt, the Member District shall receive the excess over and above its remaining share of said debt, and that Member District's obligations toward paying its share of the Series 2004A Debt Certificates shall be deemed satisfied. If the amount is less than the Member District's share of said debt, the Member District shall continue to be liable for the balance it owes toward said debt as set forth in Article I, Section 5.C of these Articles of Joint Agreement. The parties shall execute appropriate release and satisfaction of debt instruments to acknowledge the payment of the Member District Facility Debt obligations, or portions thereof, as a result of the sale of the facility.

Article VI - Savings Clause

In the event that any section or part of these Articles of Joint Agreement violate any applicable statute or regulation, such section or part of the Articles of Joint Agreement shall be null and void and shall not be binding. To the extent of the purpose of and the ability to operate the Mid-Valley Special Education Cooperative remains unaltered, such partial invalidation of any part of this Joint Agreement shall not in any way affect the validity of the remainder of these Articles of Joint Agreement.

BATAVIA SCHOOL DISTRICT NO. 101

By: _____
President

Attested by: _____
Secretary

CENTRAL SCHOOL DISTRICT NO. 301

By: _____
President

Attested by: _____
Secretary

KANELAND SD NO. 302

By: _____
President

Attested by: _____
Secretary

ST. CHARLES SCHOOL DISTRICT NO. 303

By: _____
President

Attested by: _____
Secretary

GENEVA SCHOOL DISTRICT NO. 304

By: _____
President

Attested by: _____
Secretary