



NORTH DUPAGE SPECIAL EDUCATION COOPERATIVE

Jim T. Nelson
Executive Director

To: NDSEC Member Districts
From: Jim Nelson
Date: June 11, 2019
Re: **Process to Approve Revisions to DuPage West Cook Intergovernmental Agreement**

As a member of NDSEC, your district has access to the DuPage West Cook Regional Association (i.e., an intergovernmental agreement). This organization provides special education programs and services for students who are deaf/hard of hearing and blind/visually impaired. Your district is one of the 92 members of the association.

As a result of a year-long review, on May 16, 2019, the DuPage West Cook Board approved the proposed revisions to their Intergovernmental Agreement (formerly called the Articles of Agreement) for ratification by the association's 92 member districts. The revised intergovernmental agreement is attached. There is also a cover letter included from our legal counsel which explains the rationale for the revisions, the process used, and identifies the specific changes to the original agreement.

Your district is represented by NDSEC on the DuPage West Cook (DWC) Board and I was a member of the committee that worked on the revisions as well as the body that approved the proposed changes to the language and structure of the agreement. What is required next is that each of NDSEC's member district Boards of Education formally consider the accompanying resolution to approve the proposed amendments. After your Board of Education takes action, a copy of the resolution with original signatures must be mailed to the following address:

Nan Diamond, DWC Coordinator
2900 Ogden Avenue
Lisle IL 60532

Please consider putting this item on your next Board of Education agenda. All resolutions must be received by no later than September 1, 2019. If there are any questions about the amended agreement please feel free to reach out, I'd be happy to help.

**RESOLUTION OF DUPAGE WEST COOK GOVERNING BOARD
APPROVING PROPOSED AMENDMENTS TO
THE DUPAGE/WEST COOK REGIONAL SPECIAL EDUCATION ASSOCIATION
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the DuPage/West Cook Regional Special Education Association (hereinafter "D/WC") operates under an intergovernmental agreement, currently entitled "Low Incidence Service Agreement/Articles of Agreement" and proposed to be entitled "Intergovernmental Cooperation Agreement" (hereinafter "D/WC Agreement"), last revised and adopted on September 18, 2014; and

WHEREAS, the D/WC Agreement provides that proposed amendments may be recommended to the D/WC Governing Board at any regularly scheduled or special meeting of the Board and that any proposed amendment which receives the vote of two-thirds (2/3) of the Members of the D/WC Governing Board shall be forwarded for adoption to the Boards of Education of the member districts; and

WHEREAS, at a regularly scheduled meeting on May 16, 2019, the proposed amendments to the D/WC Agreement attached to this Resolution in redacted form (additions; ~~deletions~~) as Exhibit A were recommended to the D/WC Governing Board; and

WHEREAS, amendments to the D/WC Agreement require approval by a two-thirds (2/3) vote of the Members of the D/WC Governing Board; and

WHEREAS, the D/WC Agreement requires that any proposed amendments to the D/WC Agreement which receive the approval of the D/WC Governing Board shall be forwarded for adoption to the member Boards of Education; and

WHEREAS, the D/WC Agreement further provides that any amendment receiving a majority vote of the member Boards of Education shall become effective on the date that a majority of the member Boards of Education have approved the amendments; and

WHEREAS, the D/WC Governing Board has received and reviewed the proposed amendments to the D/WC Agreement attached to this Resolution in redacted form (additions; ~~deletions~~) as Exhibit A and has determined that approval of the proposed amendments would be in the best interests of D/WC and its member boards of education.

NOW, THEREFORE, be it, and the same is hereby resolved by the D/WC Governing Board as follows:

1. That the proposed amendments to the D/WC Agreement attached to this Resolution in redacted form (additions; ~~deletions~~) as Exhibit A, are hereby approved.
2. That the Chairperson and Secretary of the D/WC Governing Board shall cause an executed copy of this Resolution and the proposed amendments to be submitted to the member Boards of Education for their consideration and approval.
3. That the proposed amendments shall become effective upon the date that a majority of the member Boards of Education have approved the amendments.
4. That once such proposed amendments become effective, the Chairperson and Secretary of the D/WC Governing Board shall cause all participating member Boards of Education to be provided with a copy of the D/WC Agreement which incorporates any and all amendments that have been approved to date.
5. That this Resolution shall take effect upon its passage.

Member John Correll moved that the foregoing Resolution be adopted and Member Christine Ygoe seconded the motion. Upon a roll call vote being taken, the members voted as follows:

AYES: CASE; LADSE; LASEC; NDSEC; SASED; D99/COOK; D200/DUPAGE; D201/COOK; D203; D204

NAYS: NONE

ABSENT: AERO; PAEC; D97; D200/COOK

The Chairperson declared the motion carried and the Resolution duly adopted.

DUPAGE/WEST COOK GOVERNING BOARD

By: James W. Gemmill
Chairperson

Attest: M. McJuffin
Secretary

Date: May 16, 2019

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the DuPage/West Cook Governing Board (“the Governing Board”), and as such official I am the keeper of the records and files of the Governing Board.

I do further certify that the foregoing constitutes a full, true and complete copy of the Resolution adopted by the Governing Board at its meeting held on the 16th day of May, 2019, said Resolution entitled:

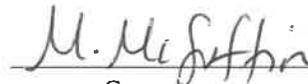
**RESOLUTION OF DUPAGE WEST COOK GOVERNING BOARD
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INTERGOVERNMENTAL AGREEMENT**

a true, correct and complete copy of which said Resolution as adopted at said meeting appears in the minutes of said meeting.

I do further certify that the roll call vote taken adopting said Resolution was conducted openly, that said meeting was called and held at a specified time and place convenient to the public, that said meeting was called and held in strict compliance with the applicable provisions of the *Open Meetings Act* of the State of Illinois, as amended, and that the Board of Education has complied with all of the applicable provisions of said *Act* and with all of the procedural rules of the Governing Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this 16th day of May, 2019.

Secretary, DuPage/West Cook Governing Board


Secretary

MEMORANDUM

TO: DuPage/West Cook Board
FROM: Dawn M. Hinkle
DATE: May 8, 2019
RE: Proposed Revisions to D/WC Intergovernmental Agreement

The proposed revisions to the DuPage/West Cook intergovernmental agreement are intended to simplify the agreement, remove obsolete and unnecessary provisions, update terms to conform to actual practice, add provisions relating to the IDEA allocation procedural change, and permit partnering among school districts for representation on the Board. The key proposed revisions are summarized as follows:

1. The agreement is re-named “DuPage/West Cook Intergovernmental Cooperation Agreement” (rather than “DuPage/West Cook Low Incidence Service Agreement/Articles of Agreement”).
2. A summary of the process for purchasing shared services has been added to Article I (“Purpose”), in an attempt to satisfy the unspecified expectations of ISBE and/or OSEP relating to the IDEA allocation procedural change.
3. Article I, Section 3 (“Personnel”) and Addendum B have been removed, because they contained outdated and/or unnecessary provisions relating to personnel (e.g., tenure, seniority, transfers, and reductions in force). In addition, references to Addendum B have been deleted from the agreement, and Addendum C has been re-designated as Addendum B.
4. Throughout the agreement, references to the “D/WC Governing Board” have been changed to “D/WC Board.”
5. Article II, Section 1 has been revised to permit partnering among school districts for representation on the DuPage/West Cook Board.
 - a. The section continues to provide for the following:
 - i. Each special education cooperative appoints one representative to the D/WC Board.
 - ii. Each independent member school district with an enrollment of at least 5,000 students is eligible to appoint one representative to the D/WC Board.
 - iii. Each “pre-July 1, 2006” independent district remains eligible to appoint one representative, regardless of size.
 - iv. If more than one independent school district is ineligible to appoint a representative, those districts may together appoint one representative (as “pooled districts”).
 - v. For school districts that are not eligible to appoint a representative on their own and choose not to participate in an agreement to combine and appoint a representative, those districts may appoint a non-voting representative to the Board.
 - b. The revisions remove a provision that would have allowed additional representatives for pooled districts based on aggregate enrollment figures in increments of 5,000.
 - c. Terms have been added to permit independent school districts to partner with one another, so that if the combined enrollment is 5,000 students or more, those partnering districts can appoint a representative to the board.

6. In Article II, Section 1, a paragraph addressing representation from SEPTA (Special Education Parent Teacher Association) has been deleted because it is obsolete.
7. In Article II, Section 1.1, a paragraph has been added to provide for two non-voting parent representatives to the D/WC Board.
8. In Article II, Section 1.5, the powers and duties of the D/WC Board have been updated to be consistent with actual practice.
9. In Article II, Section 1.6, revisions have been made to the procedures relating to termination of Operating Entities and the Fiscal Trustee.
10. Article II, Section 1.9 clarifies that the D/WC Board may determine, approve and direct that assessments and tuition charges be collected by the Fiscal Trustee from member school districts.
11. The Fiscal Trustee/Manager duties previously included in Article II, Section 3, have been updated and moved to a new Addendum E.
12. Provisions relating to Operating Entities have been updated in Article III.
13. Updates have been made to the withdrawal/expulsion procedures in Article VI.
14. Provisions relating to the rights and duties of members in the event of withdrawal or dissolution have been consolidated into Articles VI and VII.
15. Article VIII (“Conflict Resolution”) has been deleted.
16. The addenda have been amended as follows:
 - a. Addendum A has been revised to update the list of members.
 - b. The previous Addendum B (“Personnel”) has been removed.
 - c. The list of operating entities and programs has been re-designated from Addendum C to Addendum B.
 - d. A new Addendum C has been added, to incorporate a sample resolution for school districts that wish to partner with one another to appoint a representative to the Board.
 - e. In Addendum D, updates have been made to the list of critical job functions of the Coordinator.
 - f. The agreement now includes Addendum E, listing the critical job functions of the Fiscal Trustee.

If you have any questions regarding the Agreement or the proposed revisions, please do not hesitate to contact our office.

**DuPage/West Cook ~~Low Incidence Service~~
Intergovernmental Cooperation Agreement**

Articles of 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**

This Intergovernmental Cooperation Agreement (hereinafter "Agreement") is entered into by and between the Boards of Education of those Member sSchool dDistricts (hereinafter "Member Districts") which are currently located in the Catchment Area defined by the School Districts and High Incidence Cooperatives geographical area covered by the Member School Districts listed in Addendum A (hereinafter "Catchment Area").

Recitals

WHEREAS, These the Member School dDistricts exercise their intergovernmental cooperation powers under Article VII, Section 10 of the Illinois Constitution and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1, et seq.; and

WHEREAS, This Agreement shall be deemed to have incorporated by reference, all applicable provisions of the *School Code of Illinois* except for those provisions which are inconsistent, in letter or spirit, with the terms of this Agreement or the *Intergovernmental Cooperation Act*; and

WHEREAS, the Member sSchool dDistricts have been members of the DuPage/West Cook Regional Special Education Association (hereinafter referred to as "D/WC"), under ARTICLES OF AGREEMENT last amended and adopted July 1, 1996 as set forth above; and

WHEREAS, such the Member sSchool dDistricts desire to modify and amend the current ARTICLES OF AGREEMENT referred to above; and

WHEREAS, such school districts intend to file all the necessary documents with any appropriate governmental body in order to accomplish such modifications and amendments by; July 1, 2006, and

WHEREAS, each school district has independently decided to enter into this Intergovernmental Agreement and each school district recognizes that the other school districts hereunder are relying on such decision to their potential detriment; and

~~WHEREAS, such school districts agree that the provision of low incidence special education "programs" as set forth in the Agreement are in the best interests of the students in the Catchment Area and in the best interests of the Special Education High Incidence Cooperatives hereinafter referred to as "HICs" and the independent school districts as specified on Addendum A; and~~

~~WHEREAS, such the Member sSchool dDistricts agree that by entering into this Agreement they will be able to provide access the low incidence special education programs to students in the Catchment Area delineated in Addendum B, as may be amended; and~~

~~WHEREAS, such school districts wish to continue to provide, through this Agreement, for the necessary intergovernmental cooperation which has been achieved;~~

~~NOW, THEREFORE, the Board of Education of each Member sSchool dDistricts in the Catchment Area agrees as follows:~~

ARTICLE I - GENERAL PURPOSE

Section 1—Purpose

~~The purpose of D/WC is To provide low incidence special education programs for students in the Catchment Area as delineated in Addendum BC for students residing in the Member School Districts listed in Addendum A 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 D/WC or the Operating Entities (hereinafter referred to as "OEs" and defined in Article III of this Agreement), 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 D/WC and/or the OEs 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 D/WC Board and/or the Coordinator of D/WC and/or the OE.~~

Section 2—Student Enrollment

~~Student enrollment is not limited to individual school districts in the Catchment Area.~~

Section 3—Personnel

~~Specific recommendations intended to assist the DuPage/West Cook Governing Board (hereinafter referred to as D/WC Governing Board) in the administration of this section are included in Addendum B attached to this Agreement.~~

ARTICLE II - GOVERNANCE

Section 1 - D/WC ~~Governing Board~~

The D/WC ~~Governing Board~~ shall consist of either Superintendents or State Approved Directors of Special Education (hereinafter referred to as Directors). Each DuPage and Cook County ~~High Incident-Special Education~~ Cooperative (~~H~~hereinafter "SEC") listed on Addendum A shall appoint one representative and one alternate to the D/WC ~~Governing Board~~.

Each independent ~~Member s~~School ~~d~~District (hereinafter "ISD") whose district enrollment is at least 5,000 students in the most recent last Illinois State Board of Education ~~Fall~~ Enrollment and Housing Report, has its own comprehensive plan for special education and is part of the ~~e~~Catchment ~~a~~Area is eligible to appoint one representative and one alternate to the D/WC ~~Governing Board~~. However, an ~~independent-school-district-ISD~~ that appointed one representative and one alternate to the ~~Governing-D/WC~~ Board under the Articles of Agreement Amended and Adopted July 1, 2006 (hereinafter referred to as a "Pre-July 1, 2006 Independent School District" or "Pre-July 1, 2006 ISD"), shall remain eligible to appoint one representative and one alternate without regard to district enrollment.

If more than one ~~independent-school-district-ISD (i.e., which is not a Pre-July 1, 2006 ISD)~~ is ineligible to appoint one representative and one alternate to the D/WC ~~Governing Board~~ based on the ~~last Fall~~most recent Enrollment and Housing Report, those districts ~~shall may~~ together appoint one representative and one alternate. ~~Such districts will select a second representative and alternate when the aggregate enrollment in such districts reaches 10,000 students, and thereafter shall select an additional representative and alternate for each additional 5,000 students enrolled (e.g., a total of 15,000, 20,000, etc.), all based on the last Fall Enrollment and Housing Report. The representative(s) and alternate(s) so appointed will serve as the representative(s) of such independent school districts.~~

~~However, an ISD which is ineligible to appoint one representative and one alternate to the D/WC Board may enter into an agreement with one or more other such ISDs to appoint one representative and one alternate provided that such districts have a combined aggregate enrollment at least 5,000 students based on the most recent Enrollment and Housing Report. Such election shall be made on a fiscal year basis (July 1 - June 30). Each ISD entering into such agreement shall, prior to July 1 every three (3) years, provide the D/WC Board with a resolution approved by its Board of Education which authorizes such representation. A sample resolution is set forth in Addendum C. No ISD shall be required to enter into such agreement with other ISDs, and the D/WC Board shall bear no responsibility to arrange or facilitate such agreements.~~

In the event that ~~only one independent-school-district-an~~ ISD is ineligible to appoint a representative and alternate to the D/WC ~~Governing Board~~ based on the ~~last Fall~~most recent Enrollment and Housing Report and does not participate in an agreement to appoint one representative and one alternate as permitted above, such district shall be permitted to designate one non-voting representative. Such representative may attend closed session meetings.

Representatives of the D/WC ~~Governing Board~~ appointed by a ~~HICSEC~~ and ISD shall serve staggered three-year terms, ~~so that no more than 1/3 of the membership will change annually.~~

~~The Special Education Parent Teacher Association, DuPage/West Cook Region, hereinafter referred to as SEPTA, shall be provided with two non-voting member seats for parent representatives on the D/WC Governing Board. The aforementioned SEPTA representatives shall not be entitled to attend closed session meetings of the D/WC Governing Board. Prior to June 15 of each year, SEPTA shall provide written notice to the Chairperson of the D/WC Governing Board as to the names of the SEPTA appointees who shall be SEPTA members, one Cook County resident and one DuPage County resident. Each appointee must have a child attending a program operated under this agreement for the following school year. SEPTA's President and each of the SEPTA appointees for each Committee shall all receive notice of regular and special meetings and any changes thereto, as well as any Committee packets provided to Committee members prior to the meeting, less closed session materials, if any.~~

1.1 The D/WC ~~Governing~~ Board shall schedule a meeting and attempt to meet at least quarterly. The Chairperson, or both the Vice-Chairperson and the Secretary, shall have the authority to call special meetings as necessary, and fix the time and place of meetings. All meetings shall be held in compliance with the *Open Meetings Act*, (5 ILS 120/1). ~~All meetings shall be conducted pursuant to Robert's Rules of Order.~~ The first meeting of each fiscal year shall include the following purposes:

a) Election of officers of the D/WC ~~Governing~~ Board:

- i. The Chairperson of the D/WC ~~Governing~~ Board shall be elected from the membership of the D/WC ~~Governing~~ Board. He/she shall serve for a one-year term.
- ii. The Vice Chairperson of the D/WC ~~Governing~~ Board shall be elected from the membership of the D/WC ~~Governing~~ Board. He/she shall serve for a one-year term.
- iii. The Secretary shall be elected from the membership of the D/WC ~~Governing~~ Board. He/she shall serve for a one-year term. The D/WC Board may also appoint a recording secretary.

b) Consideration of any other matter placed on the agenda.

c) Consideration of the D/WC Coordinator's recommendations for the appointment of two (2) non-voting parent representatives to the D/WC Board for the remainder of the fiscal year. A parent representative must have a child attending a D/WC program. Possible appointees for the upcoming fiscal year shall be identified by D/WC program administrators and forwarded to the D/WC Coordinator prior to June 15 of each year. Parent representatives shall not be entitled to attend closed session meetings of the D/WC Board.

1.2 A majority of the full membership of the D/WC ~~Governing~~ Board shall constitute a quorum. Unless otherwise provided in ~~these Articlesthis Agreement~~ or by law, when a vote is taken ~~upon any measure before the D/WC Governing Board~~, a quorum being present, a

majority of the votes of the full membership of the D/WC Governing Board Members voting shall be required for passage of the question.

1.3 ~~Unless otherwise provided above, e~~Each D/WC Governing Board Member shall have one vote. ~~The call for the meeting shall provide sufficient time for the governing body of each HIC and Board of Education of each independent school district, based on eligibility for voting representation, to appoint and instruct voting D/WC Governing Board members. No proxy votes shall be allowed for any member of the D/WC Governing Board.~~

~~1.4 The D/WC Governing Board shall hold meetings as necessary. Special meetings may be called by the Chairperson or by any two (2) members of the D/WC Governing Board in accordance with law.~~

~~1.5 The D/WC Governing Board shall function as the final conflict resolution step under this Agreement.~~

~~1.6~~1.4 Any vacancy shall be filled by the appointment of a Superintendent or State Approved Director of Special Education ~~from the HIC or independent school district(s).~~

a) If an ~~HISEC~~ has incurred the vacancy, ~~the~~ HISECC shall select and appoint its Executive Director or another Superintendent/Director whose Member sSchool dDistrict belongs to that HISEC to fill the vacancy.

b) If an ~~independent school district-ISD~~ eligible to appoint ~~one~~ representative incurs the vacancy, that ~~independent school district-ISD~~ shall appoint its Superintendent or State Approved Director of Special Education to fill the vacancy.

c) If ~~independent school districts-ISDs~~ that share a representative incur a vacancy, those ~~independent school districts-ISDs~~ shall appoint one of their Superintendents or State Approved Directors of Special Education to fill the vacancy.

d) If an ~~independent school district-ISD~~ with a nonvoting representative incurs a vacancy, the ~~district~~ ISD shall appoint its Superintendent or State Approved Director of Special Education to fill the vacancy.

~~1.7~~1.5 The powers and duties of the D/WC Governing Board shall include, but not be limited to the following:

a) Determine and approve Operating Entities (hereinafter referred to as "OEs" and defined in Article III of this Agreement) which shall provide D/WC programs and services.

~~a)~~b) Adopt/Review annual program plans, including staffing patterns, if any, upon the recommendation of by the OEs/Operating Entities, (hereinafter referred to as OEs and as defined in Article III of this Agreement).

~~b)c) Approve/Review, upon the recommendation of the Operating Entities, the annual administrative, supervisory, and diagnostic budgets presented by OEs for D/WC programs.~~

~~e)d) Review and Approve the expansion or reduction of D/WC programs offered by OEs under this Agreement.~~

~~d)e) Eliminate a D/WC program currently being offered. Any decision to eliminate a program shall be followed by written notification to the operating entity OE no later than September/December 1 of the anticipated last year of the program.~~

~~e) f) Require a Conduct a periodic review evaluation by the Operating Entities of all D/WC programs offered under this Agreement. The D/WC Governing Board shall then require a list of all of the programs to be offered for the following year to be distributed to all of the participating HICs and/or independent school districts.~~

~~f) Determine and approve Operating Entities who will provide programs/services.~~

~~f) Determine and approve Appoint a Coordinator of D/WC to be employed by an Operating Entity OE to fulfill the responsibilities listed on Addendum D to this Agreement, as may be amended from time to time by the D/WC Board.~~

g) Establish sub-committees as appropriate.

h) ~~Determine and approve Appoint a Fiscal Trustee/Manager to fulfill the responsibilities listed on Addendum E to this Agreement, as may be amended from time to time by the D/WC Board and authorize purchases and expenditures to be made by the Fiscal Trustee/Manager.~~

~~i) The D/WC Governing Board shall have all authority and responsibilities not specifically prohibited by the School Code of Illinois or the Illinois Constitution~~

~~j) Maintain such funds, and Reserve Fund, as may be necessary to secure the operations of DuPage/West Cook.~~

~~1.81.6~~ The D/WC Governing Board, OE and/or Fiscal Trustee shall address the termination of participation of an Operating Entity OE or Fiscal Trustee as follows:

a) ~~For the D/WC Board, By notifying providing written notice to an OE Operating Entity or Fiscal Trustee by September 1 of the preceding year no later than eighteen (18) months prior to the nonrenewal of if it does not intend to renew that entity's Intergovernmental Agreement to provide a certain program or service for the following year.~~

~~b) For an OE, The Operating Entity or Fiscal Trustee shall provide by providing written notice to the D/WC Governing Board by September 1 of the preceding year no later~~

than eighteen (18) months prior to the nonrenewal of the OE's Intergovernmental Agreement to provide a certain program or service if it determines that it does not wish to provide a program or service for the following year.

b)c) For the Fiscal Trustee, by providing written notice to the D/WC Board no later than eighteen (18) months prior to the nonrenewal of the Fiscal Trustee's Intergovernmental Agreement.

~~1.9 The D/WC Governing Board shall approve additional or expanded programs as recommended by a member entity.~~

~~1.101.7~~ The D/WC ~~Governing~~ Board shall review concerns regarding tuition billing program costs and make non-binding recommendations to operating entities OEs regarding costs and the application of tuition formulas.

1.8 The Chairperson of the D/WC ~~Governing~~ Board may authorize the Fiscal Trustee to pay expenses incurred by the D/WC ~~Governing~~ Board subject to ratification at the next meeting of the D/WC ~~Governing~~ Board.

~~1.111.9~~ The D/WC Board may determine, approve and direct that assessments and tuition charges be collected by the Fiscal Trustee from the Member School Districts.

Section 2 – Administrative Coordination of DuPage/West Cook

The Coordinator of ~~D/WC DuPage/West Cook~~ shall carry out the ~~job~~ responsibilities as listed on delineated in the job description (Addendum D) including, but not limited to the areas of Programming, Administration, and Fiscal Management to this Agreement, and as may be amended from time to time by the D/WC Board.

Section 3 - Fiscal Trustee/Manager

A Fiscal Trustee/Manager, hereinafter the "Fiscal Trustee", shall carry out the responsibilities listed on Addendum E to this Agreement, and as may be amended from time to time by the D/WC Board, shall be designated, fulfilling the role and having those responsibilities set forth below. Through these Articles of Agreement, the participating school districts give their consent for the establishment of the Trustee position and to the authority to act on behalf of the member districts in this regard.

~~In fulfilling these functions, the Trustee shall have the following responsibilities:~~

- ~~a) To make all purchases and expenditures required to fulfill its responsibilities as Trustee or as authorized by the D/WC Governing Board.~~
- ~~b) To employ support staff and provide suitable offices and office services for the administrative staff as it deems necessary to provide services as Trustee.~~
- ~~e) To contract with the necessary attorneys, auditors, consultants and agencies to carry out the Trustee's functions.~~

- ~~d) To remove funds from accounts only by proper approval of the Trustee's Board and upon the signature of the Trustee's Treasurer.~~
- ~~e) To hold a public hearing on and approve an annual budget reflecting all costs and expenditures associated with performing the Trustee's functions.~~
- ~~f) To distribute working cash disbursements to the operating entities to meet fiscal commitments when tuition, federal grant funds, and/or State of Illinois reimbursements are not received in a timely manner, thereby creating a cash flow deficit. Disbursements shall be made after receiving authorization from the D/WC Governing Board.~~

~~The management and disbursement of the Reserve Fund shall comply with the terms and conditions imposed on such fund by the D/WC Articles of Agreement. The Trustee shall distribute Reserve Fund disbursements to the HIC and/or school district OE's when tuition, Federal grant funds, and/or State of Illinois reimbursements are not received in a timely manner thereby creating a cash flow deficit for the OE. Disbursements shall be made by the Trustee after receiving certification from the Chairperson of the DuPage/West Cook Governing Board.~~

- ~~g) To pay from D/WC funds any outstanding liabilities of D/WC, as formerly organized under prior existing Articles of Agreement including, but not limited to retirement benefits/incentives.~~
- ~~h) To monitor, collect and pay assessments and tuition surcharges as directed by the DuPage/West Cook Governing Board.~~

~~3.1 Purpose: The Trustee is the custodian of the working cash fund. The Trustee shall be charged with the duty to manage and disburse the working cash funds and administer any line of credit to the various HICs and/or independent school districts who are operating programs within the Catchment Area.~~

~~3.2 Appointment of Trustee: The Trustee shall be selected pursuant to the responsibilities of the D/WC Governing Board as set forth in Article II, Section 1, of the Agreement.~~

~~3.3 Accounting Audit: The Trustee shall maintain separate accounts related to the operation. The Trustee shall be charged with keeping records of all D/WC fiscal transactions which are undertaken by the Trustee on behalf of D/WC and prepare such statements and reports as may be required by state and federal law and regulations as well as the D/WC Governing Board. An annual audit of the Trustee's books and records shall be conducted.~~

~~The Trustee shall have the authority to seek an increase in the Reserve Fund from the D/WC member districts upon the recommendation of the DuPage/West Cook Governing Board.~~

~~3.4 Hold Harmless: The Trustee shall use ordinary care and reasonable diligence in the performance of its duties under these Articles. The HICs and the independent school districts, and each of them individually, agree to indemnify and hold harmless the Trustee, its Board of Education and Board members, and its employees, agents and representatives, from any and all claims, judgments, liabilities, costs, penalties, taxes, interest or expenses of whatever nature which may be imposed upon, incurred by, or asserted against the Trustee at any time by reason of its services under this Agreement, or for any act or~~

~~omission by the Trustee in carrying out its duties under these articles, except to the extent that it is determined by a court of competent jurisdiction that the liability therefore was a direct consequence of willful and fraudulent actions on the part of the Trustee or its agents, servants or employees; provided, however, that in the latter event, the Trustee's unindemnified exposure shall be limited to the amount of the Reserve Fund and the General Fund. The duty of the HICs and independent school districts to indemnify and hold the Trustee harmless shall specifically include and extend to attorneys' fees and other costs and expenses incurred in the defense of legal proceedings, both judicial and administrative. The Trustees may defend any claim with counsel of its choice, if the indemnitors consent to such counsel (which consent shall not be unreasonably withheld).~~

~~3.5 Insurance: The Trustee shall name each HIC, on behalf of the Boards of Education of their respective member school districts, and the Boards of Education of the Independent School Districts, as additional insureds under its liability policy for services provided under these Articles. The Trustee shall provide each above referenced entity with a certificate of insurance to this effect prior to the effective date of these Articles. The Trustee shall be named by each HIC and independent school district as an additional insured under their liability policies for services provided by the Trustee under these articles. The HICs and independent school districts shall provide the Trustee with certificates of insurance to this effect prior to the effective date of these articles.~~

~~3.6 Upon termination of the Trustee, all Trustee obligations shall be paid, if possible, from available funds. If necessary, the sites, facilities or equipment may be liquidated by, and become the property of, the DuPage/West Cook Governing Board pending appointment of a successor Trustee or dissolution of D/WC. If after liquidation of assets, further liabilities or expenses exist, the Governing Board of D/WC may establish a special assessment to be paid by the D/WC member Boards of Education. That assessment shall be processed in the same fashion as other assessments set forth in these articles.~~

~~3.7 Dissolution: In the event of dissolution of the Trustee, or termination of services of the Trustee, the independent school districts and HICs which are then parties to these articles, shall be considered the owners of all D/WC properties for the benefit of D/WC member school districts for purposes of liability and equity distribution.~~

ARTICLE III – Operating Entities

1. ~~OE~~s shall provide D/WC programs. A SEC or ISD may serve as an OE. ~~Through these Amended Articles of Agreement, the school districts in the Catchment Area give their consent to the establishment of the Operating Entity position and to the authority to be delegated to the HICs and independent school districts to act on behalf of the districts in the Catchment Area in this regard.~~

2. ~~The HIC/School District operating entities~~ An OE shall carry out the responsibilities listed on Addendum B to this Agreement, as may be amended from time to time by the D/WC Board and their functions are listed in Addendum C.

3. ~~The Board of Education of each school district in the Catchment Area agrees that the~~ The duties and responsibilities of an operating entity (OE) OE are as follows:
- a) To Administer programs, which shall include the overall planning, administration, coordination of the educational programs, and budget preparation and staff recruitment.
 - b) To Provide proof of the necessary insurance as may be required by law.
 - b)c) To charge tuition for the D/WC program costs based upon a tuition formula established by the OE. The OE shall notify the D/WC Board of the tuition formula used by the OE, and the formula shall include the calculation of the tuition charged.
4. ~~There will be a charge for Tuition for the program costs by the Operating Entity. Tuition costs shall be charged by the Operating Entity and shall be based on a tuition formula established by the Operating Entity after consultation with the DuPage/West Cook Governing Board.~~
- 5.4. ~~Services may be provided to students who reside outside of the eCatchment aArea provided space is available and the resident district agrees to pay the fee established by the OE DuPage/West Cook Governing Board.~~
- 6.5. ~~Any district terminating its participation in this Agreement, whether voluntarily or involuntarily, prior to dissolution of this Agreement hereby waives and relinquishes all claims or rights in any property, real or personal, then owned by the Boards of Education of each school district in the Catchment Areas. In the event of dissolution of this Agreement, Boards of Education then parties to this Agreement shall be considered owners for the purposes of liability and equity distribution. Each Board of Education of each school district which is a party to this agreement shall be responsible for, or entitled to, amounts in proportion to their enrollment figures from the previous year as reported in the Illinois State Board of Education Fall Enrollment and Housing Report in relationship to the total enrollment of students in the Catchment Area.~~
- 7.6. ~~The~~ A school district receiving D/WC program services from an OE agrees to purchase low incidence special education services available only from this and other OE's within the D/WC DuPage/West Cook eCatchment aArea unless an IEP team determines otherwise.

ARTICLE IV - FINANCING

There may be periodic assessments as determined by the D/WC Governing Board. ~~Members~~ The Member School Districts shall be assessed on the basis of their enrollment ~~figures from the previous year~~ as reported in the Illinois State Board of Education Fall most recent Enrollment and Housing Report. ~~This assessment shall be paid within sixty (60) days of the assessment's being imposed. A Member School District shall pay an assessment within sixty (60) days of receipt of written notice thereof from D/WC.~~

ARTICLE V - TRANSPORTATION

~~Each school district shall be responsible for the total cost of providing transportation as needed and insurance for its students who are participating in programs offered under this Agreement. Each district will make separate claims for transportation to the State of Illinois or to the proper governmental body. Transportation to D/WC programs is the responsibility of a student's district of residence as determined by law.~~

ARTICLE VI - PROCEDURES FOR WITHDRAWAL OR EXPULSION OF ATHE BOARD OF EDUCATION OF A MEMBER SCHOOL DISTRICT WHICH IS PARTY TO THIS AGREEMENT

Section 1

~~Procedures for withdrawal or expulsion of a Member sSchool dDistrict from these Articles of this Agreement and D/WC shall be in accordance with this Agreement consistent with the applicable provision of law. When a Member sSchool dDistrict fails to abide by the terms of these Articles of this Agreement or fails to meet its financial or other obligations as established in these Articles of or assessed pursuant to this Agreement, the D/WC Governing Board may expel such a mMember School District. The expulsion of the mMember School District shall be effective upon approval of a resolution by two-thirds (2/3) of the members of the D/WC Governing Board's approving the resolution. If expulsion of a mMember School District occurs, that member's representatives shall no longer serve on anythe D/WC Board or any Committee created under these Articles of this Agreement.~~

Section 2

~~A Member School District seeking Notification of intent to withdraw by afrom this Agreement and D/WC shall provide written notice thereof school district shall be given in writing to the D/WC Governing Board, but Such written notice must be received by the D/WC Board not later than eighteen (18) months prior to the requestedeffective date of withdrawal. Withdrawal shall be effective on July 1 of a fiscal year (i.e., written notice must be received by the D/WC Board by January 1, 2020 for a withdrawal to be effective July 1, 2021). If a district fails to provide notice of its intention to withdraw in any given year, that district shall automatically extend its participation under the Articles of Agreement for an additional year.~~

Section 3

~~Each withdrawing A Member sSchool dDistrict withdrawing from this Agreement and D/WC mustshall comply with the applicable provisions of the Articles of this Agreement and laws of the State of Illinois, as applicable. A Member School District which withdraws from D/WC prior to dissolution of this Agreement and D/WC, or is subjected to expulsion, agrees that it waives and relinquishes all claims or rights in any property, real or personal, or other assets owned by D/WC, its OEs and Fiscal Trustee, as well as property, if any, in which Member School Districts may~~

otherwise claim a beneficial interest. However, a withdrawing Member School District also agrees that it shall remain liable for its proportionate share of any D/WC liabilities, including liabilities of OEs and the Fiscal Trustee related to D/WC and its programs, which may exist or have accrued before the effective date of withdrawal. ~~In the event such a withdrawal is approved, the~~ The D/WC Board shall calculate a withdrawing Member sSchool dDistrict's proportionate share of liabilities owing under ~~these Articles of this~~ Agreement, if any, ~~shall be computed within sixty (60) days following the effective date of a withdrawal, and the withdrawn Member sSchool dDistrict shall be invoiced therefor within thirty (30) days after the date of withdrawal. Payment from the~~ The withdrawing Member sSchool dDistrict shall pay D/WC the sum invoiced shall be due within thirty (30) days from the date of receipt of the invoice. Said school district shall be deemed to have forfeited or waived any rights, title or interest in any assets created or acquired under ~~these Articles of Agreement.~~ A withdrawn Member School District agrees that this Agreement shall remain in force in effect until it satisfies all D/WC assessments and liability for its proportionate share of any D/WC liabilities, including liabilities of OEs and the Fiscal Trustee related to D/WC and its programs, which may exist or have accrued before the effective date of withdrawal.

ARTICLE VII - CONSOLIDATION OR DISSOLUTION OF MEMBER SCHOOL DISTRICTS / AND DISSOLUTION OF D/WC

Section 1 – Consolidation or Dissolution of Member School Districts

In the event of consolidation of a mMember sSchool dDistrict with a non-participating ~~entityschool district~~, the non-participating ~~school district portion of the newly formed entity will automatically become part~~ shall be deemed a Member School District under ~~of~~ this Agreement unless written intent to withdraw, as provided in this Agreement, is received by the D/WC ~~Governing~~ Board within thirty (30) days after ~~formation of the new entity~~ the effective date of consolidation or dissolution. The newly formed entity Member School District shall ~~agree to~~ assume the financial and legal obligations that may arise through participation in this Agreement. The students from the ~~new Member School District~~ consolidated entity which had previously been enrolled in the now dissolved Member School dDistrict shall likewise be assessed all tuition, development and other charges as are required for students from ~~other participating Member School Districts~~ Boards of Education of each school district which is a participant in this Agreement. All rules and regulations applicable to all other ~~participating Boards of Education~~ Member School Districts shall likewise be applicable.

Section 2 – Dissolution of D/WC

2.1 Dissolution of ~~the~~ this Agreements and D/WC may be commenced by adoption by the D/WC ~~Governing~~ Board of a ~~petition-resolution~~ calling for the dissolution of ~~the~~ this Agreement and D/WC, ~~that motion/resolution having approved by two-thirds (2/3) of the Members of the D/WC Board~~ received a vote of at least two thirds (2/3) on the question. ~~That petition shall be enforceable if adopted~~ Dissolution shall be effective on July 1 following approval by two-thirds (2/3) of the Member School Districts Boards of Education of each school district which is a participant in the Agreement. If dissolution is approved

by the requisite number of Member School Districts adopted, a dissolution committee shall be appointed by the eChairperson of the D/WC Governing Board to determine details of dissolution. Written notice of the intention to terminate the Agreement shall be provided to the State Board of Education at least one (1) academic year (12 calendar months) in advance of the effective date of dissolution. All requirements of other governmental bodies shall also be satisfied prior to the effective date of the dissolution.

- 2.2 Upon dissolution, all operating-entityOE obligations shall be paid, if possible, from available working cash or operating-entityOE funds. If necessary, the sites, facilities or equipment acquired under this Agreement may be liquidated by the D/WC Governing Board to satisfy outstanding obligations incurred under this Agreement. If, after liquidation of assets, there are further liabilities or expenses, the D/WC Governing Board may establish a special assessment to be paid by the mMember School DistrictsBoards of Education. That assessment shall be processed in the same fashion as other assessments set forth in this Agreement. This Agreement shall be deemed to remain in force in effect until all D/WC assessments and liabilities are satisfied.
- 2.3 Upon dissolution, if any assets remain after payment of all debts, those assets may be liquidated or distributed to all Member School Districts Boards of Education then still participating in the Agreement which had not withdrawn from D/WC by the effective date of dissolution. The division and distribution of assets shall be on a pro rata basis as set forth elsewhere in this Agreement. The pro rata share for a Member School District shall be that amount which is in proportion to the Member School District's student enrollment figures from the most recent Illinois State Board of Education Enrollment and Housing Report in relationship to the total enrollment of students in the Catchment Area.

ARTICLE VIII—CONFLICT RESOLUTION

Section 1

~~Every school district covered by this Agreement shall have the right to present written complaints in accordance with the procedures herein set forth, provided said school district is a participant in good standing both on the date the alleged act occurred and on the date the written complaint is filed. Good standing, as used in this Article, is defined as a school district which is not delinquent on any financial obligation incurred under this Agreement or to any operating entities, and has not been notified of any violation of the terms of this Agreement.~~

Section 2

~~It is expressly agreed that the following matters shall not be the basis of any complaint filed under the procedures outlined in this Article.~~

- ~~2.1 Any alleged act or inaction claimed to be a violation of the terms and conditions existing prior to the date of formal adoption of this Articles of Agreement by the Boards of~~

Education of each participating school district and prior to the effective date of the Articles of Agreement.

2.2 — Any action taken in an emergency where such emergency is unforeseen and employees, students or property are in imminent danger of harm or damage.

Section 3

A complaint must be filed with the Chairperson of the D/WC Governing Board during normal work hours within forty five (45) calendar days of the day the school district knows or reasonably should have known of the event. In no event will a complaint be considered timely when filed more than ninety (90) calendar days after the event giving rise to the complaint.

Section 4

The parties hereto acknowledge that it is usually most desirable to resolve problems through open and informal communications with representatives of the

HICs and/or independent school districts. If, however, the informal process fails, a complaint may be processed as follows:

Step 1: The school district's representative shall present the written complaint to a committee consisting of the D/WC Governing Board Chairperson, Vice Chairperson, and Secretary (hereinafter referred to as "the Committee"). The complaint shall, at a minimum, contain the following information:

- a) A description of the specific grounds of the complaint, including names, dates, and places necessary for a complete understanding of the complaint.
- b) A listing of the specific actions requested of the Committee, which will remedy the complaint.

The Chairperson of the D/WC Governing Board will arrange for a meeting between the complaining school district and the Committee to take place within thirty (30) calendar days after receipt of the complaint. Within fourteen (14) calendar days of the meeting, the school district shall be provided with the Committee's written response.

Step 2: If the complaint is not satisfactorily resolved at Step One, the school district may appeal the complaint to the entire D/WC Governing Board within fourteen (14) calendar days after the date of the Committee's response. The appeal must be in writing. The D/WC Governing Board shall arrange for a meeting to take place with the school district within thirty (30) calendar days of the Governing Board's receipt of the appeal. Within fourteen (14) calendar days of the meeting, the school district shall be provided with the D/WC Governing Board's written response, which shall be a final and binding determination upon the parties.

Section 5

~~Complaints shall be filed as "Class Complaints" where two or more school districts complain of the same violation or occurrence. Separate complaints filed by one or more school districts may be consolidated by the D/WC Governing Board into a single class complaint where the alleged occurrence relates to identical or substantially identical alleged violations, and the relief sought by the individual school districts is substantially identical. In such cases, the appropriate time line to be followed shall be that of the last timely filed complaint.~~

~~Section 6~~

~~A complaint may be withdrawn at any time. If no written decision has been rendered within the time limits indicated by a Step, then the complaint may be processed to the next Step, at the option of the school district. If the school district fails to pursue the appropriate Step within the time limits established in this Article, the complaint shall be considered withdrawn. Time limits may be extended only by mutual written agreement.~~

~~Section 7~~

~~Observers shall not be permitted at any complaint hearing unless all parties agree.~~

ARTICLE ~~VIII~~IX - AMENDMENT OF ARTICLES OF AGREEMENT

Section 1

Proposed amendments to ~~this Agreement these Articles~~ may be recommended to the D/WC ~~Governing~~ Board at any regularly scheduled or special meeting of the Board.

Section 2

Any proposed amendment which receives the ~~vote of approval of~~ two-thirds (2/3) of the Members of the D/WC ~~Governing~~ Board shall be forwarded for adoption to the ~~Boards of Education of the~~ ~~m~~Member ~~School d~~Districts ~~for consideration~~.

Section 3

~~Proposed amendments shall be submitted to the Boards of Education of the member school districts in this agreement. Any amendment approved by two-thirds (2/3) of the Members of the D/WC Board and being approved by receiving a majority vote of the Boards of Education Member School Districts shall become effective on the date that a majority of the Boards of Education Member School Districts have approved the Amendment.~~

Section 4

The D/WC ~~Governing Board~~ shall provide all ~~participating Boards of Education Member School Districts in the Catchment Area~~ with current copies of ~~the Articles of this~~ Agreement incorporating any and all amendments that have been approved.

ARTICLE IX – INDEMNIFICATION OF D/WC BOARD

Each ~~participating Board of Education Member School District listed on Addendum A in the Catchment Area~~ agrees that it is voluntarily entering into this Agreement. It is further agreed that under ~~the current form of organization and Articles of this~~ Agreement, the current and former members of the D/WC ~~Governing Board~~, and their agents, employees, and representatives, shall be released from and are further indemnified and held harmless from and against any claim, suit, cause of action, and dispute from any person, or entity, whether known or unknown, direct or indirect, latent or patent, arising from or out of any alleged debts, losses, damages, injuries, actions or omissions related to the operation of D/WC, from the beginning of time up to and including the termination of services from any of those persons previously referred to in this paragraph.

~~Any district terminating its participation in this Agreement, whether voluntarily or involuntarily, prior to dissolution of this Agreement hereby waives and relinquishes all claims or rights in any property, real or personal, either owned by, or in which participating districts have a beneficial interest. In the event of the dissolution of this Agreement, the Boards of Education of each member school district shall be considered owners for purposes of liability and equity distribution. In the event of withdrawal from this Agreement, the Board of Education of that withdrawing district shall be considered an owner for liability only. Each Board of Education shall be responsible for liabilities, or entitled to assets, in the applicable circumstance, on a pro rata basis. The pro rata share for a district shall be that amount which is in proportion to that district's student enrollment figures from the previous year as reported in the Illinois State Board of Education Fall Enrollment and Housing Report in relationship to the total enrollment of students in the Catchment Area in relation to the total liability or assets outstanding, as the case may be.~~

ARTICLE XI - GENERAL PROVISIONS

~~104.1~~ The ~~Boards of Education of each participating Member sSchool dDistricts~~ agree that this Agreement shall be deemed to supersede the terms of the AMENDED ARTICLES OF AGREEMENT dated July 1, 1996, the FISCAL TRUSTEE MANAGER AGREEMENT dated July 1, 1996, and the OPERATING ENTITY AGREEMENT dated July 1, 1996 all prior agreements regarding the establishment and operation of D/WC, and any amendments thereof.

~~11.2~~ This Agreement shall become effective if:

- ~~a) A majority of the Boards of the school districts in the Catchment Area, approve such on or before July 1, 2006; and~~

~~b) This Agreement is approved by all applicable governmental bodies or agencies whose approval is required by law, on or before July 1, 2006.~~

~~101.23~~ This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified only in writing, by resolutions approved, signed and dated by the duly authorized representatives of the parties D/WC Board and the Member School Districts as provided ~~for in this Agreement~~ Article IX herein.

~~This Agreement shall renew automatically, unless intent to withdraw from the Agreement, or dissolution of the Agreement, is provided consistent with the procedure set forth elsewhere in this Agreement.~~

ADDENDUM A

Participants Member School Districts Participating

in the

DuPage/West Cook ~~Low Incidence Service~~ 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
~~Oak Lawn Hometown School District 123~~
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
~~Norridge School District 80~~
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
Elmwood Park Community Unit School District 401

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
Bloomingdale 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
~~Maywood-Melrose-Park-Broadview School District 89~~
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

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

Other Independent School Districts

District 80	Norridge School District 80
<u>District 81</u>	<u>Schiller Park School District 81</u>
District 86	Hinsdale Township High School District 86
<u>District 89</u>	<u>Maywood-Melrose Park-Broadview School District 89</u>
District 90	River Forest School District 90
District 91	Forest Park School District 91
District 97	Oak Park Elementary School District 97
District 98	Berwyn North School District 98
District 99	Cicero School District 99
District 100	Berwyn South School District 100
<u>District 123</u>	<u>Oak Lawn-Hometown School District 123</u>
District 181	Hinsdale Community Consolidated <u>School District 181</u>
District 200	Wheaton-Warrenville Community Unit District 200
District 200	Oak Park and River Forest High School District 200
District 201	J. S. Morton High School District 201
District 203	Naperville Community Unit School District 203
District 204	Indian Prairie Community Unit School District 204

Non-Voting Independent District

~~Schiller Park School District 81~~

ADDENDUM B

PROCEDURES IMPLEMENTING DUPAGE/WEST COOK
REGIONAL SPECIAL EDUCATION ASSOCIATION
ARTICLES OF AGREEMENT
RE: PERSONNEL

- ~~1. A certificated staff member transferred from DuPage/West Cook (D/WC) member districts to current Operating Entities (OE) prior to the reorganization of D/WC on June 30, 1993 shall maintain his/her contractual continued service (CCS) and seniority in D/WC programs and D/WC member school districts, if any, as provided in The School Code of Illinois.~~
- ~~2. If a D/WC Low Incidence Program (LIP) (i.e., PH, deaf/hard of hearing, and VI) certificated staff member has not entered upon CCS and receives a Notice of Nonrenewal of Employment with an OE in accordance with Section 24-11 of the Code, it is recognized that such staff member shall acquire CCS if employed in a D/WC LIP by any OE at the commencement of the following school year.~~
- ~~3. The DuPage/West Cook Governing Board may, in its sole discretion, consider a request for transfer by a certificated staff member with CCS from one OE to another OE.~~
- ~~4. An OE shall not transfer a staff member without CCS to another OE. If a staff member who has not entered upon CCS resigns from his/her position in a D/WC LIP operated by an OE, such resignation shall be considered a break in CCS. If such staff member is thereafter employed by another OE in a D/WC LIP for the following school year, such employment shall be considered the staff member's first probationary year by the OE, with salary schedule placement determined under the policies and/or collective bargaining agreement, if any, of the new OE of employment.~~
- ~~5. A certificated staff member with CCS may be transferred under Section 10-21.12 of the Code from one OE to another only when approved by a majority of the members of the DuPage/West Cook Governing Board.~~

~~{Note: In considering such request for transfer, the DuPage/West Cook Governing Board shall review the financial consequences of the requesting staff member's placement on the receiving OE's salary schedule, based upon the staff member's current step and lane placement, and the staff member's willingness to accept the consequences thereof.}~~

- ~~6. A certificated staff member with CCS who is involuntarily transferred from one OE to another shall suffer no loss of salary or accumulated sick leave. The transferring and receiving OE shall meet with their respective exclusive employee representatives, if any, in order to resolve issues that arise incident to the involuntary transfer.~~

- ~~7. A certificated staff member with CCS who is employed by an OE in a D/WC LIP is eligible, prior to his/her reduction in force (RIF), for any D/WC LIP position for which he/she is legally qualified. Prior to his/her RIF, such staff member shall be assigned to a position for which he/she is legally qualified, if any, which is held by a staff member who has not entered upon CCS or held by a staff member who has entered upon CCS with a shorter length of CCS.~~
- ~~8. In the event that a certificated staff member with CCS who is employed by an OE in a D/WC LIP is subjected to a RIF, such certificated staff member's rights, if any, to positions in D/WC member districts shall be determined in accordance with his/her date of hire for purposes of determining length of CCS in D/WC, as follows:~~
- ~~a. (Pre July 1, 1987). The certificated staff member shall be assigned to a position for which he/she is legally qualified in a D/WC member school district which is currently held by a member district staff member who has not entered upon CCS or held by a member district staff member who has entered upon CCS with shorter length of CCS.~~
 - ~~b. (Post September 23, 1987). In the event of the dissolution of D/WC, such staff member shall be assigned to a comparable member district position, if any, currently held by a member district staff member who has not entered upon CCS or held by a staff member who has entered upon CCS with shorter length of CCS.~~
 - ~~c. [Note: Either a pre or post 1987 hire may also have rights to a non-D/WC position in the OE based upon his/her inclusion/ exclusion on the seniority list for non-D/WC programs operated or managed by the OE and the OE's collective bargaining agreement.]~~

ADDENDUM C

- SASED** Deaf and Hard of Hearing Programs (PreK - 8) in DuPage County
Visually Impaired Programs (PreK - Transition) in all D/WC
Diagnostics and Audiological Services for all D/WC
- LADSE** Deaf and Hard of Hearing Program (9 - Transition) in Cook
County
- SASED** Fiscal Trustee/Manager for all of D/WC

ADDENDUM C

(Sample Resolution)

RESOLUTION OF BOARD OF EDUCATION OF SCHOOL DISTRICT AUTHORIZING AND APPROVING JOINT REPRESENTATION TO THE DUPAGE/WEST COOK REGIONAL SPECIAL EDUCATION ASSOCIATION

WHEREAS, the Board of Education ("the Board") is a member of the DuPage/West Cook Regional Special Education Association (hereinafter "D/WC") which operates under an Intergovernmental Cooperation Agreement (hereinafter "D/WC Agreement"); and

WHEREAS, the D/WC Agreement states that the D/WC Board shall consist of either Superintendents or State Approved Directors of Special Education, and provides for representation as follows:

1. Each Special Education Cooperative appoints one representative and one alternate to the D/WC Board.
2. Each independent Member School District ("ISD") that has a district enrollment of at least 5,000 students (based on the most recent ISBE Enrollment and Housing Report) and its own comprehensive plan for special education is eligible to appoint one representative and one alternate to the D/WC Board.
3. An ISD that appointed one representative and one alternate to the D/WC Board under the Articles of Agreement Amended and Adopted July 1, 2006 ("Pre-July 1, 2006 ISD"), remains eligible to appoint one representative and one alternate without regard to district enrollment.
4. If more than one ISD (i.e., which is not a Pre-July 1, 2006 ISD) is ineligible to appoint one representative and one alternate to the D/WC Board based on the most recent Enrollment and Housing Report, those districts may together appoint one representative and one alternate.
5. An ISD which is ineligible to appoint one representative and one alternate to the D/WC Board may enter into an agreement with one or more other such ISDs to appoint one representative and one alternate provided that such districts have a combined aggregate enrollment of at least 5,000 students based on the most recent Enrollment and Housing Report.

WHEREAS, the D/WC Agreement further states that the election described in #5 (above) shall be made on a fiscal year basis (July 1 - June 30), and that each ISD entering into such agreement shall, prior to July 1 every three (3) years, provide the D/WC Board with a resolution approved by its Board of Education which authorizes such representation; and

WHEREAS, pursuant to the D/WC Agreement provision described in #5, above, the Board wishes to enter into an agreement with the other ISD(s) identified herein to appoint one representative and one alternate to the D/WC Board; and

WHEREAS, the Board and the other ISD(s) identified herein have a combined aggregate enrollment of at least 5,000 students based on the most recent ISBE Enrollment and Housing Report; and

WHEREAS, the Board has determined that the joint representation provided for herein would be in the best interests of the Board;

NOW, THEREFORE, be it, and the same is hereby resolved by the Board as follows:

1. The Board hereby agrees to join with the following ISD(s) to appoint a representative and alternate to the D/WC Board: *[list the school district(s) with which the Board is joining]*

2. The Board hereby authorizes and approves the appointment of the following representative and alternate to the D/WC Board, to represent the Board and the ISD(s) identified in Section 1:

Name and title of representative: _____

Name and title of alternate: _____

3. The appointment of the representative and alternate (identified in Section 2) to the D/WC Board shall be effective after approval by all ISDs identified in Section 1.

4. The appointment of the representative and alternate (identified in Section 2) to the D/WC Board shall be effective on a fiscal year basis (July 1 to June 30) for the following school years:

[list all school years, not to exceed three]

5. The President and Secretary of the Board are hereby authorized to execute this Resolution and cause a copy to be submitted to the D/WC Board Chairperson and Secretary.

6. This Resolution shall take effect upon its passage.

Member _____ moved that the foregoing Resolution be adopted and
Member _____ seconded the motion. Upon a roll call vote being taken, the
members voted as follows:

AYES: _____

NAYS: _____

ABSENT: _____

The President declared the motion carried and the Resolution duly adopted.

BOARD OF EDUCATION OF _____

SCHOOL DISTRICT _____ COUNTY,
ILLINOIS

By: _____
President

Attest: _____
Secretary

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF)

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of _____ School District _____ County, Illinois ("the Board"), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete copy of the Resolution adopted by the Board at its meeting held on the _____ day of _____, 20____, said Resolution entitled:

**RESOLUTION OF BOARD OF EDUCATION OF
SCHOOL DISTRICT
AUTHORIZING AND APPROVING JOINT REPRESENTATION TO
THE DUPAGE/WEST COOK REGIONAL SPECIAL EDUCATION ASSOCIATION**

a true, correct and complete copy of which said Resolution as adopted at said meeting appears in the minutes of said meeting.

I do further certify that the roll call vote taken adopting said Resolution was conducted openly, that said meeting was called and held at a specified time and place convenient to the public, that said meeting was called and held in strict compliance with the applicable provisions of the *Open Meetings Act* of the State of Illinois, as amended, and that the Board of Education has complied with all of the applicable provisions of said *Act* and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this _____ day of _____, 20____.

Secretary, Board of Education of
_____ School District
_____ County, Illinois

Secretary

ADDENDUM D

Coordinator of DuPage West Cook

Critical Functions Job Description

The Coordinator reports is accountable to the Operating Entities (“OEs”) and the D/WC Governing Board.

The following is a list of ~~important~~ critical job functions. These can be expanded or limited based upon the recommendations of the D/WC ~~Governing Board~~. The Coordinator is responsible for providing administrative services for the D/WC ~~Governing Board~~ including preparing agendas and materials for all meetings.

The Coordinator is responsible for providing a coordinated delivery system for students who are served by D/WC programs which included diagnostics, educational services, technical assistance, and case management. The Coordinator will work with OEs to ensure that there is cooperation and ongoing communication among and between D/WC programs and services.

Programmatic

Consults and assists with development of programming ~~Oversee the continuum of educational services for eligible children who are served in D/WC programs including but not limited to instruction, assessment, and evaluation~~ monitoring, consultation and direct services.

Consults and assists with ~~Oversee~~ the development of annual staffing plans for instructional programs and diagnostic services in cooperation with the OEs.

Consults and assists with ~~Oversee~~ the extended school year program in cooperation with the OEs.

Provides and informs staff of professional development opportunities. ~~programs and activities for classified staff and certified staff~~

Provides parent education services including, but not limited to, communication classes, and parent education programs, ~~and parent newsletter.~~

Administrative

Facilitate the work of the D/WC ~~Governing Board~~ including agendas and maintaining its records.

~~Serve as liaison to the Special Education Parent Teacher Association (SEPTA).~~

Serve as D/WC's representative, as required, on inter-agency committees, professional committees, and state and local meetings.

Fiscal

~~Assists with the development of the Develop~~ annual budgets in cooperation with OEs.
~~operating entities~~

Monitor all D/WC contracts.

Prepare state and federal grants when appropriate.

~~Establish tuitions in cooperation with operating entities~~

~~Consults and collaborates~~ ~~Oversee and assist~~ with the business services provided by the Fiscal Trustee. Agent

Monitor D/WC's fiscal and legal compliance with all state and federal rules and regulations.

ADDENDUM E

FISCAL TRUSTEE

Critical Functions

The Trustee is the custodian of the working cash fund. As directed by the D/WC Board, the Trustee shall be charged with the duty to manage and disburse the working cash funds.

The D/WC Board shall appoint a Fiscal Trustee/Manager and authorize purchases and expenditures to be made by the Fiscal Trustee/Manager on behalf of the D/WC Board.

The D/WC Board shall maintain such funds, and Reserve Fund, as may be necessary to secure the operations of the D/WC Board.

Fiscal Trustee/Manager, hereinafter the "Trustee", shall be designated, fulfilling the role and having those responsibilities set forth below. Through these Articles of Agreement, the participating ISD's and SEC's give their consent for the establishment of the Trustee position and to the authority to act on behalf of the member districts in this regard.

When directed by the D/WC Board, the Trustee shall have the following responsibilities:

- a) To make all purchases and expenditures required to fulfill its responsibilities as Trustee or as authorized by the D/WC Governing Board.
- b) To contract with the necessary attorneys, auditors, consultants and agencies to carry out the Trustee's functions.
- c) To remove funds from accounts.
- d) To pay from D/WC funds any outstanding liabilities of D/WC, as formerly organized under prior existing Articles of Agreement including, but not limited to retirement benefits/incentives.
- e) To monitor, collect and pay assessments and tuition surcharges as directed by the D/WC Board.
- f) Maintain separate accounts related to the D/WC Board operations. The Trustee shall be charged with keeping records of all D/WC Board fiscal transactions, which are undertaken by the Trustee on behalf of D/WC and prepare such statements and reports as may be required by state and federal law and regulations as well as the D/WC Board. An annual audit of the Trustee's books and records shall be conducted in conjunction with the approved LEA acting as the Trustee.
- g) Have the authority to seek an increase in the Reserve Fund from the D/WC member districts upon the direction of the D/WC Board.

- h) Use ordinary care and reasonable diligence in the performance of its duties under these Articles. The SEC's and the ISD's, and each of them individually, agree to indemnify and hold harmless the Trustee, its Board of Education and Board members, and its employees, agents and representatives, from any and all claims, judgments, liabilities, costs, penalties, taxes, interest or expenses of whatever nature which may be imposed upon, incurred by, or asserted against the Trustee at any time by reason of its services under this Agreement, or for any act or omission by the Trustee in carrying out its duties under these articles, except to the extent that it is determined by a court of competent jurisdiction that the liability therefore was a direct consequence of willful and fraudulent actions on the part of the Trustee or its agents, servants or employees; provided, however, that in the latter event, the Trustee's unindemnified exposure shall be limited to the amount of the Reserve Fund. The duty of the SECs and independent school districts to indemnify and hold the Trustee harmless shall specifically include and extend to attorneys' fees and other costs and expenses incurred in the defense of legal proceedings, both judicial and administrative. The Trustees may defend any claim with counsel of its choice, if the indemnitors consent to such counsel (which consent shall not be unreasonably withheld).
- i) If requested, the Trustee shall name each SEC, on behalf of the Boards of Education of their respective member school districts, and the Boards of Education of the ISD's, as additional insureds, on a primary and non-contributory basis, under its liability policy for services provided under these Articles. The Trustee shall provide each above referenced entity with a certificate of insurance to this effect prior to the effective date of these Articles. The Trustee shall be named by each SEC and ISD as an additional insured under their liability policies for services provided by the Trustee under these articles. The SEC's and ISD's shall provide the Trustee with certificates of insurance to this effect prior to the effective date of these articles.
- j) Upon termination of the existing Trustee, all Trustee obligations shall be paid, if possible, from available funds. Any assets held will be transferred to a new Trustee or distributed as directed by the D/WC Board.