

ARTICLES OF JOINT AGREEMENT FOR THE NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION

ARTICLE I – STRUCTURE

Section 1 - Name

The name of this organization shall be the NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION (hereinafter called “NTDSE”).

Section 2 - Legal Entity

NTDSE shall operate as a legal entity pursuant to Section 10-22.31 of the *School Code* (105 ILCS 5/10-22.31) or any successor statute.

Section 3 - Purpose

The purpose of NTDSE is to promote, operate, organize, coordinate, and supervise a comprehensive program of special education and other needed educational programs and or services as authorized by the *School Code* and its Member School Districts as identified on Exhibit A attached hereto and incorporated into these Articles of Joint Agreement (hereinafter called “Member Districts”). For those students which are enrolled at NTDSE, NTDSE will provide, on behalf of the Member District, such students with a free appropriate public education.

ARTICLE II - MEMBERSHIP

Section 1 – Member Districts

The Member Districts of NTDSE are identified on the attached Exhibit A. Amendment of Exhibit A to reflect any approved changes to NTDSE membership shall not be considered an amendment of these Articles of Joint Agreement within the meaning of Article IX. Exhibit A may be amended by the Superintendent (as defined in Article IV) to conform to the actual membership of NTDSE as approved by the Governing Board.

Section 2- Admittance of Member Districts

A non-member public school district may petition NTDSE for membership. Such petition shall be submitted to the Governing Board (as defined in Article III) of NTDSE in such form and substance as required by the Governing Board. Approval of the petition for admission shall be by affirmative vote of three-fourths (3/4) of the total membership of the Governing Board. The Governing Board may grant the petition for membership of a school district on such terms and conditions as it deems appropriate, but in all cases the school district petitioning for membership shall, 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 NTDSE policies and procedures.

Section 3 - Admittance Fee

Unless the Governing Board provides otherwise, the new Member District shall pay an admittance fee on a per pupil basis as designated by the Governing Board based upon the most current six (6) day enrollment figures 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 (1) Capital Improvement Fee under Article VII, (2) Physical Plant Hard Cost Fee under Article VII, (3) Instructional and Physical Plant Fee under Article VII, (4) Purchased Service fees under Article VII including Infinitec services fees and (5) Membership Fee under Article VII. Such proration shall begin with the date of membership.

Section 4 – Responsibilities of Member Districts

Member Districts shall have the following rights and responsibilities as members of NTDSE.

- A. Member Districts shall promptly and fully pay all fees and bills for services submitted to them by NTDSE.
- B. Each Member District shall appoint or provide one (1) Governing Board member as that procedure is set forth in Article III, Section 1.
- C. Member Districts shall have the right to receive appropriate services, programs and administrative support from NTDSE consistent with these Articles of Joint Agreement and Governing Board policy.
- D. 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 NTDSE.
- E. Each Member District shall assist the Governing Board in accomplishing the purposes set forth in these Joint Articles of Agreement. Further, Member Districts shall work collaboratively to provide for the needs of all special education students within the Member Districts.
- F. Member Districts shall operate and maintain comprehensive special education programs, including services provided to students in general education classrooms, resource rooms, or special education instructional classrooms when the incidence of a student needs within a Member District supports the establishment of such service delivery options.
- G. Member Districts shall perform and provide such other services as determined by the Governing Board.

ARTICLE III – GOVERNANCE - GOVERNING BOARD

Section 1 - Members

The Governing Board shall consist of one (1) Board of Education member from each Member District selected by the Member District's Board of Education. The suggested term for the Board of Education member to serve as a Governing Board member is two calendar years.

Section 2 -Alternates

In case of an absence of a selected Governing Board member, an alternate from the Member District's Board of Education, selected in accordance with such Board of Education's procedures, shall act as its Governing Board member during such absence.

Section 3 - Officers

A. The Governing Board shall have a President and Vice President which the members of the Governing Board shall elect at its May meeting. The terms of the office of President and Vice President shall be two-years (2) from the date of the election. In the event the office of the President becomes vacant during the year of office, or the President is not able to preside at a meeting, the Vice President shall assume this office during the vacancy.

B. The Governing Board shall elect a Secretary for a term of two-years (2) at the May meeting. The Secretary may be a member of the Governing Board or a member of the NTDSE administrative staff. The Secretary shall be responsible for the completion of the minutes of all Governing Board meetings and the distribution of the proposed minutes to the membership of the Governing Board prior to the next meeting. In the absence of the Secretary, the Governing Board members present shall elect a *Pro Tem* Secretary.

Section 4 - Governing Board Responsibilities and Duties

The responsibility for the management and governance of NTDSE shall be vested in the Governing Board. The Governing Board has the following duties:

A. To receive, propose and review amendments to these Articles of Joint Agreement;

B. To adopt an annual budget after a public hearing and after input from the Superintendents' Committee (as defined in Article V);

C. To determine the nature and extent of services that NTDSE shall provide to its Member Districts;

D. 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 and/or improve existing NTDSE school buildings, and/or make appropriate and necessary capital improvements to NTDSE school buildings after input from the Superintendents' Committee;

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

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

G. To approve all payments to be made and to direct all appropriate action for payment of NTDSE indebtedness;

- H. To employ the Superintendent (as defined in Article IV) and approve the employment of other personnel; to set salaries and terms of employment of same;
- I. To approve the resignation and dismissal of any employee;
- J. To evaluate the performance of the Superintendent;
- K. To lease or purchase real estate for use by NTDSE, including, but not limited to, buildings, rooms, grounds, and appurtenances;
- L. 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;
- M. To establish Governing Board Committees as deemed necessary;
- N. To establish basic policies consistent with this Joint Articles of Agreement and the Illinois *School Code*;
- O. To approve contracts with service providers, labor unions, professional organizations, and or amendments thereto; and
- P. To execute or authorize to be done such other matters as may be necessary or appropriate for the operation of NTDSE as permitted by law.

Section 5 - Meetings

- A. The Governing Board shall hold an organizational meeting each May. At the organizational meeting, the Governing Board shall establish the dates, times and places for regular meetings. Said dates, times and places shall be served on all members and alternate members of the Governing Board, either in person, electronically or by mail, not less than seventy-two (72) hours prior to such meetings.
- B. All meetings shall be conducted in compliance with the Illinois *Open Meetings Act*.
- C. A quorum shall consist of a majority of the Governing Board membership.
- D. Each member of the Governing Board, or the NTDSE Board member alternate serving in his or her stead, shall have one (1) vote. An affirmative vote of a majority of the members of the Governing Board present at a duly called meeting at which a quorum has been established shall be required for passage of a proposition unless otherwise specifically stated herein. Adoption of motions relating to site acquisition, building construction, and capital improvements in excess of \$25,000 or such other amount determined by the Governing Board, shall require a vote of three-fourths (3/4) of the total Governing Board membership.
- E. Governing Board members may participate in Governing Board meetings by electronic or telephonic means so long as such attendance complies with the Illinois *Open Meetings Act*, other provisions of these Articles of Joint Agreement and NTDSE policy.

ARTICLE IV – THE SUPERINTENDENT

Section 1 - Employment

The Governing Board shall employ a Superintendent who shall be the Chief Executive Officer of NTDSE (who shall be a State Approved Director of Special Education), and shall hold the certifications and endorsements as required by the State of Illinois, or any other appropriate controlling authority.

Section 2 - Duties

The Superintendent shall be responsible for the daily administration and management of NTDSE in accordance with these Articles of Joint Agreement, Governing Board policies and procedures, and applicable law. The Superintendent shall report to the Governing Board. The Superintendent shall recommend to the Governing Board the hiring or dismissal of such administrative, supervisory and educational support personnel as the Superintendent deems appropriate. The Superintendent shall also establish appropriate job duties and functions for said personnel and shall directly supervise or establish a designee that will supervise the aforementioned personnel. The Superintendent shall represent NTDSE at the Niles Township Superintendents' Association (NTSA). Finally, the Superintendent shall perform such other duties as are assigned by the Governing Board.

ARTICLE V – STANDING COMMITTEES

Section 1 - Superintendents' Committee

The Superintendents' Committee shall consist of the superintendents of each Member District, as well as the Superintendent of NTDSE. In addition to the matters set forth in these Joint Articles of Agreement requiring input from the Superintendents' Committee, the NTDSE Superintendent shall also seek the input and advice from the Superintendents' Committee on matters pertaining to collective bargaining, acquisition of property and classroom space, and setting of administrators' salaries. The Superintendents' Committee shall also be consulted by the Governing Board in the selection of any successor Superintendent.

Section 2 – Fund Balance Committee

The Fund Balance Committee shall be comprised of a majority of Member District representatives (superintendents and/or business managers) and the NTDSE Superintendent and Business Manager. The Fund Balance Committee shall be responsible for analyzing whether the NTDSE General Fund balance is appropriate as set forth in Article VII, Section 3.

Section 3 – Other Committees

The Governing Board may establish and/or disband other committees as needed to effectively and efficiently govern and administrate NTDSE, including but not limited to the Finance Committee and the Satellite Committee. Such committees may be formed or disbanded by a vote of the Governing Board.

Section 4 – Roles of Committees

In addition to the committee responsibilities as identified in these Joint Articles of Agreement, the

role and responsibility of each committee is to research, investigate, and make recommendations to the Governing Board, but the ultimate authority to make decisions will continue to reside in the Governing Board.

Section 5 –Committee Governance and Meetings

Each committee shall elect a chairperson and shall meet at such times and places as deemed necessary by its Chairperson, upon request of the Superintendent, or by the call of three (3) members of the committee. Meetings of the committees are subject to the Open Meetings Act. Committee minutes shall be reported to the Governing Board at its regular meetings.

ARTICLE VI - NTDSE PROGRAMS AND SERVICES

Section 1 - NTDSE Programs and Services

NTDSE programs and services are those programs and services that are operated and managed by NTDSE and that provide special education instructional services to meet the needs of students with disabilities when the student’s IEP team determines that placement in such programs or the provision of such services is appropriate. Such programs and services are to be provided when the needs of a student cannot be met by the Member District’s own educational programs. NTDSE programs and services include instructional, consultative, supervisory, administrative, diagnostic, transportation, related services, and other such services that are operated and managed by NTDSE pursuant to Governing Board policy.

NTDSE programs and services may be provided in the following areas as determined by the Governing Board:

- A. **Classroom Instruction:** NTDSE establishes special education classes designed to provide instructional services to meet the needs of Member District students with disabilities.
- B. **Related Services:** NTDSE provides related services (school psychology, social work, speech pathology, occupational therapy, physical therapy, orientation and mobility, transition, special education transportation, and other related services) when appropriate to meet the needs of students with disabilities as determined by the Governing Board.
- C. **Technical Assistance and Staff Development:** NTDSE provides technical assistance and staff development services to Member Districts to support the appropriate delivery of special education services to meet the needs of students with disabilities and to support Member Districts’ compliance with the requirements of the *Individuals with Disabilities Education Improvement Act*, the *School Code* of Illinois, and any applicable successor legislation or implementing regulations.
- D. **Full-Time Professional Worker:** Any full-time professional worker employed by NTDSE which spends over fifty percent (50%) of his or her time in one (1) school district shall not be required to work a different teaching schedule than the other professional worker in that school district. A professional worker is defined to be a “qualified worker” as described in §5/14-1.10 of the *School Code*.
- E. **Transportation:** NTDSE provides transportation for students attending NTDSE programs in accordance with NTDSE policy.

Section 2 - Member Districts Serving as Operating Districts for NTDSE Programs

Member Districts shall assist and support NTDSE programs by providing classroom space for NTDSE special education instructional programs within their respective school buildings (“Hosted Classrooms”). The number of Hosted Classrooms that each Member District shall provide shall be determined by multiplying the average of the Member District’s “Total Enrollment Percentage” and the Member District’s “NTDSE Enrollment Percentage” by the total number of special education classrooms needed for NTDSE programs. The Total Enrollment Percentage and the NTDSE Enrollment Percentage are calculated as follows:

A. The Member District’s Total Enrollment Percentage is calculated by taking the average of the 6th day enrollment for the preceding 3 school years. That number is then divided by the average of the total 6th day enrollment for the preceding 3 school years for all member districts.

B. The Member District’s NTDSE Enrollment Percentage is calculated by taking the average of the 6th day NTDSE student enrollment for the preceding 3 school years. That number is then divided by the average of the total 6th day NTDSE student enrollment for the preceding 3 school years for all member districts.

*In determining enrollment, half (1/2) day Kindergarten students shall be counted as one-half (1/2) of a full-day student.

Member Districts shall make reasonable efforts to provide additional classroom space beyond the Hosted Classrooms when Member Districts have available space. The Satellite Partnership Guide will be reviewed by the Satellite Committee with final approval by the Governing Board. . Member Districts that provide a Hosted Classroom within their school district shall be known as an Operating Member District.

NTDSE shall pay Operating Member Districts \$15,000.00 per Hosted Classroom and \$25,000.00 per classroom for each additional hosted classroom above the Member District’s Hosted Classroom requirement. Effective July 1, 2024, the extended school year rental fee shall be \$1,000.00 per classroom used.

Teachers and other personnel in Operating Member Districts shall be employees of NTDSE and shall be under the direction and supervision of the NTDSE Superintendent and designees. The placement of students into Operating Member Districts shall be at the discretion of the Superintendent and based upon each student’s IEP.

Section 3 - NTDSE Superintendent Review of Special Education Programs

Upon request of the Member District’s Superintendent, the NTDSE Superintendent shall review all NTDSE special education programs and Member District instructional classrooms to determine if any changes are warranted. If the NTDSE Superintendent determines that modifications to any special education program are necessary, she or he shall recommend to the Member District’s Superintendent and the Governing Board the appropriate modifications to such program(s). Upon affirmative vote of the Governing Board, the Governing Board shall implement changes to NTDSE programs. Unless specifically provided otherwise by the Governing Board, all affected Member Districts shall receive a one-year (1) advance notice of any program modification prior to its implementation.

Section 4 – Restrictive Covenant Related to NTDSE Employees

The Member Districts recognize the highly specialized nature of the services provided to Member Districts through the NTDSE, as set forth in Article VI, Section 1, and the difficulties associated with NTDSE employing or contracting with and retaining highly qualified and appropriately trained staff to provide such services. As such, the Member Districts agree not to employ or otherwise enter into a contractual arrangement with an NTDSE employee or agent who provides any NTDSE services, paid for by the Member District through the “Purchased Services” fee, for a minimum of one (1) calendar year after the employee or agent has separated his or her employment or contractual relationship with NTDSE, unless an agreement is reached with NTDSE and written consent is provided by the NTDSE Superintendent. The Member Districts recognize that this restriction is no greater than required to protect the legitimate business interests of NTDSE, does not impose undue hardship on the Member Districts, and is not injurious to the public.

ARTICLE VII– FINANCE

Section 1 – Fiscal Year

The fiscal year of NTDSE shall be from July 1 through June 30.

Section 2 – Budget

A proposed annual budget shall be prepared by the Superintendent or his or her designee, for action by the Governing Board. Each budget approved by the Governing Board shall delineate the costs that are to be allocated among the Member Districts. Such costs shall be determined in accordance with this Section 2 and Governing Board policy.

A. Physical Plant Hard Cost Fees

Physical Plant Hard Cost Fees are costs that are associated with the actual operation and maintenance of buildings of NTDSE. Such costs are identified annually by the Governing Board in the budget. Examples of items that may be included in part or full are, vehicle maintenance, rental, utilities, custodial maintenance, supplies and services and property services. Physical Plant Hard Cost Fees shall be divided equally among all of the Member Districts.

B. Instructional and Physical Plant Fees

Instructional and Physical Plant Fees are all costs associated with attendance and education of a student at an NTDSE program including expenses associated with the operation and maintenance of the NTDSE buildings as designated by Governing Board policy and consistent with law. Such costs include, but are not limited to, teacher salaries, text books, learning aides and other instructional related items and may include but are not limited to some or all physical plant costs as identified annually by the Governing Board in the budget: Examples of items that may be included in part or full are, rental, utilities, custodial maintenance, supplies and services and property services. Instructional fees shall be assessed against Member Districts based upon a tuition amount for each full-time equivalent student attending an NTDSE program with such tuition amount stated in the NTDSE annual budget as approved by the Governing

Board.

C. Capital Improvement Fees

Capital Improvement Fees, including site acquisition or construction, shall be payable to NTDSE by the Member Districts as follows:

Each Member District shall contribute its *pro rata* share of the cost of the capital improvement based upon its six (6) day enrollment for the entire student population, counting half-day (1/2) kindergarten pupils as one-half (1/2) of a full-time student.

Capital Improvement contributions shall be made by Member Districts as required by the Governing Board. When appropriate the Governing Board will allocate Medicaid funds toward capital improvement before additional fees are incurred by districts.

D. Purchased Services Fees

“Purchased Services” Fee shall be established by the Governing Board and assessed to Member Districts for services established annually by the Governing Board. The fees for such services shall be determined according to a formula established annually by the Governing Board. The menu of services will be provided to each district by January of each year. Each Member District shall be required to pay a fee for Infinitec which shall be calculated and assessed against the Member District on a *pro rata* basis of the six (6) day enrollment for the entire student population of the Member District, counting half-day (1/2) kindergarten pupils as one-half (1/2) of a full-time student.

E. Membership Fees

A Membership Fee is a fee charged to each Member District for its membership in NTDSE and may include but is not limited to some or all of the following costs of employing the Superintendent, other administrative and support personnel, as well as the Technology Manager and the Assistive Technology Coordinator. In addition, the cost of the IEP system maintenance, and the cost associated with Board Services will be included in Membership Fees. Membership Fee shall be calculated and assessed against the Member District on a *pro rata* basis of the six (6) day enrollment for the entire student population of a Member District, counting half-day kindergarten pupils as one-half (1/2) of a full-time student.

F. Other Expenses

Any other expenses or costs of NTDSE that are not specifically set forth in this Joint Agreement may be assessed against any Member District as authorized by the Governing Board.

Section 3 -- Annual General Fund Balance Evaluation

After receiving the final Annual Financial Report from its auditors, and no later than May 30 of each year, NTDSE shall convene a meeting of the Fund Balance Committee to determine if the General Fund balance is appropriate to meet the needs of NTDSE and/or if any funds should be returned to the Member Districts and, if so, the amount of such funds to be returned to the Member Districts. The NTDSE Fund Balance Committee shall make a recommendation to the Governing Board regarding the suggested amount of funds (if any) to be returned (in the

following fiscal year) to the Member Districts for its consideration and approval.

If the Fund Balance Committee determines funds should be returned to Member Districts, and the NTDSE Governing Board approves the return of funds at its June meeting, the funds shall be returned based on the percentage of each Member District's total full-time enrollment in NTDSE for the last three (3) years based on March 1 enrollment (Member District's full-time enrollment in NTDSE for the last three (3) years as of March 1 of each year divided by NTDSE's total full-time enrollment for the last three (3) years as of March 1 of each year, multiplied by the total amount of excess funds to be returned). Funds are to be returned before June 30 of the same fiscal year. If a Member District is in arrears and has failed to pay NTDSE any amounts required under these Joint Articles of Agreement or otherwise owes NTDSE any amounts for claims or other amounts due, NTDSE shall withhold any payment of excess funds and shall apply those amounts to that Member District's deficient balance.

If the Fund Balance Committee determines that the General Fund is insufficient to meet the obligations and expenses of NTDSE, the Fund Balance Committee shall make a recommendation to the Governing Board about whether any additional fees or assessments are needed from the Member Districts. If the Governing Board approves any additional fees or assessments, such fees and/or assessments shall be based on and calculated in accordance with Section 2, to the extent possible. If the additional obligations and expenses are miscellaneous "Other Expenses" under Section 2.F, each Member District's obligation to pay such "Other Expenses" shall be based on the percentage of each Member District's total full-time enrollment in NTDSE for the last three (3) years based on March 1 enrollment (Member District's full-time enrollment in NTDSE for the last three (3) years as of March 1 of each year divided by NTDSE's total full-time enrollment for the last three (3) years as of March 1 of each year, multiplied by the total "Other Expenses" to be paid). Each Member shall pay the "Other Expenses" in accordance with Section 6.

Section 4– Grants or Gifts

Grants or gifts may be accepted by NTDSE upon approval of the Governing Board. Upon the request of the Governing Board the Administration shall prepare a financial statement of all income and disbursements from gifts. The Governing Board shall have the discretion to use such gifts and grants subject to any limitations imposed by the grants and the donor of such gifts made at the time of the donation/grant.

Section 5 – Special Classes and Related Services

NTDSE may, at the Superintendent's discretion, process cost sheets and such other documents on behalf of Member Districts that are operating their own special education classes or services. Such cost sheets and documents shall be prepared in accordance with NTDSE policies or practices. Additionally, Member Districts that have NTDSE prepare such documents shall have deemed to have released NTDSE from any and all causes of action related to the preparation of such documents.

Section 6– Payments

NTDSE may bill Member Districts or Non-Member Districts at intervals deemed necessary by the Governing Board; however, NTDSE shall bill Member Districts at least two (2) times per year. All payments required to be paid to NTDSE shall be paid promptly. Payments that are more than thirty (30) days past due date shall bear interest at the rate of 1½ % per month from the due date

of such payment to the date payment is received. If a Member District fails to pay any amounts due under this Articles of Agreement, the NTDSE may notify the Member District's board of its failure to make the required payments. If the Member District still refuses to pay the Superintendent may, after consulting with the Board, provide an additional written notice to the Member District that if payment is not received by a specific day, no less than ten (10) days from the date of notice, NTDSE may take any of the following actions (A) not place any additional students from the Member District with NTDSE, (B) withdraw all of the Member District's students from NTDSE programs at the conclusion of the current school year, and (C) terminate the membership of the Member District in accordance with Article VIII, Section 2.

ARTICLE VIII - TERMINATION OF MEMBERSHIP

Section 1 - Voluntary Withdrawal by Member District

- A. **Notice of Withdrawal.** Any Member District may seek to withdraw from NTDSE by following the process provided for in Section 10-22.31 of the Illinois *School Code* (105 ILCS 5/10-22.31) or any successor legislation. Additionally, such withdrawing Member District must provide written notice to the Governing Board of its intent to withdraw at least two (2) full fiscal years prior to the effective date of a withdrawal and within 30 days of approval of the withdrawal petition by the Member District Board of Education. All voluntary withdrawals shall become effective on July 1 unless otherwise approved by the Governing Board.

1. **Procedures for Withdrawal:**

a. **Concurring Resolutions of Member Districts.**

A Member District seeking to withdraw from NTDSE may present a written petition seeking to withdraw to the Governing Board, the Superintendent of NTDSE and to the Superintendents of all Member Districts of the NTDSE. Such notice shall be sent certified mail return receipt requested. The written petition to withdraw must be approved by resolution of the Board of Education of the Member District seeking to withdraw and must state the proposed date for withdrawal from NTDSE. The Boards of Education of the remaining Member Districts must approve the withdrawal petition within six months of the date the written petition for withdrawal is presented to the Governing Board. If the Boards of Education of the remaining Member Districts approve the withdrawal petition by written resolution within such six-month period, the petitioning Member District shall be withdrawn from NTDSE effective July 1 which is two years after the withdrawal petition was presented to the Governing Board (or another July 1 as stated in the withdrawal petition) and shall notify the State Board of Education of the approved withdrawal in writing. If the Boards of Education of the remaining Member Districts do not approve the withdrawal petition by written resolution within such six-month period, the petition to withdraw fails.

b. **Hearing Before Regional Board of School Trustees.**

A petition for withdrawal may also be made to the Regional Board of School Trustees exercising oversight or governance over the Member Districts. The Member District seeking to withdraw must simultaneously present a copy of the written petition seeking to withdraw to the Governing Board, the Superintendent of NTDSE and to the Superintendents of all Member

Districts of the NTDSE. Such notice shall be sent certified mail return receipt requested. The Regional Board of School Trustees shall then hold a hearing on the petition for withdrawal in accordance with the *School Code*.

2. Continuing Services.

Member Districts which voluntarily withdraw from NTDSE may request continued participation in selected NTDSE programs or services after withdrawal. Such participation is subject to approval by the Governing Board. Additionally, the Superintendents' Committee shall be permitted to provide the Governing Board with comments as to the provision of services to former Member Districts.

Should the Governing Board allow a former Member District to participate in NTDSE services, the Governing Board shall enter into a written agreement with the former Member District setting forth the mutually agreed upon terms and conditions of participation.

Section 2 - Removal of Member District

Membership in NTDSE is conditional upon the Member Districts' continued compliance with the terms of these Joint Articles of Agreement and NTDSE policies. If the Governing Board finds that a Member District has failed to comply with these Articles of Joint Agreement, the Governing Board may put said Member District on written notice for such failure. If, after one (1) year from the date of the written notice to the Member District, the Member District has not remediated the failure, as determined by the Governing Board, the Governing Board may remove such Member District pursuant to the following procedure:

A. Notice. Upon approval of a majority of the Governing Board, the Superintendent shall send a written notice to the Board of Education of the Member District in question, specifying in detail the items which the Governing Board deems sufficient cause to justify removal of the Member District from NTDSE.

B. Hearing. Should the Member District fail to take the remedial action required in the aforementioned notice to the satisfaction of the Governing Board, the Governing Board shall, upon reasonable written notice, call a special meeting, at which time the matter shall be brought before the Governing 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 in question by certified mail addressed to the superintendent of said Member District. The Member District in question shall be permitted to appear and to submit reasons why it should not be removed from membership.

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

Section 3 -Accounting Upon Withdrawal or Removal

In the event that any Member District withdraws or is removed from NTDSE, such Member District shall forfeit any claim or right it may have for any of NTDSE's assets. Such withdrawn or removed Member District, however, shall continue to be liable for costs, expenses and liabilities it incurred while it was a Member District and shall continue to pay such costs, expenses and liabilities until they are paid in full. Liabilities of NTDSE shall include, but not necessarily be limited to, fees, costs, expenses, notes, bonds, debt certificates, contractual obligations and other debts and/or claims accrued on or before the effective date of withdrawal.

However, if any Member District withdraws or is removed from NTDSE and (1) NTDSE dissolves within two years of such withdrawal or removal and (2) at dissolution NTDSE's liabilities exceed its assets, such Member District shall be treated as being a Member District at the date of dissolution for purposes of the allocation of any liabilities.

ARTICLE IX – AMENDMENTS

Any Member District may submit to the Governing Board in writing a proposed amendment to these Articles of Joint Agreement. The Governing Board shall consider the proposed amendment at two (2) meetings and a final consideration for approval shall occur after two (2) readings by the Governing Board. If approved by the Governing Board, the Governing Board shall submit the proposed amendment in sufficient copies to each Member District Board of Education for ratification by certified mail. To become effective, an amendment must be approved by at least three-fourths (3/4) of the Member District Boards of Education within ninety (90) days of the date on which the proposed amendment was mailed to each Member District.

The effective date of said amendment, unless otherwise stated therein, shall be the date of ratification of the last Member District Board of Education acting to approve the amendment.

ARTICLE X - SERVICES TO STUDENTS OUTSIDE OF NILES TOWNSHIP

NTDSE may accept children residing outside of NTDSE's Member Districts into its programs. The NTDSE Superintendent shall have the authority to enroll such student(s), to arrange for the placement of such student(s) and to negotiate any necessary agreements and financial arrangements between the resident school district of the student and NTDSE subject to review and approval of the Governing Board.

ARTICLE XI – DISSOLUTION

Section 1 - Dissolution

Dissolution of NTDSE may be authorized by the affirmative vote of three-fourths (3/4) of the entire membership of the Governing Board, in the following manner:

A. Any member of the Governing Board may submit a proposed resolution with the President of the Governing Board proposing that NTDSE be dissolved voluntarily. Such proposed resolution shall be submitted at least two (2) years prior to the requested effective date of the dissolution.

B. The NTDSE Superintendent shall provide written notice to each member of the

Governing Board stating that the purpose, or one of the purposes, of the meeting is to consider the voluntary dissolution of NTDSE. Such written notice shall be given within the time and in the manner provided in these Articles of Joint Agreement for giving notice of meetings of the Governing Board.

C. Upon a motion in an open meeting of the Governing Board, which may be either a regular or a special meeting, the proposed resolution for dissolution shall be submitted to a vote of the Governing Board.

Section 2 - Effect of Dissolution

Upon dissolution NTDSE shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including, but not limited to:

- A. Collecting receivables;
 - B. Liquidating and or disposing of its assets as provided in Section 3 hereof;
 - C. Discharging or making provision for discharging of its liabilities and obligations;
 - D. Causing the honorable dismissal or otherwise terminating the employees of NTDSE;
- and
- D. Taking such other actions as may be necessary to wind up the affairs of NTDSE.

Section 3 – Distribution of Assets

Once NTDSE has accounted for all of its assets and liabilities, any remaining assets after such accounting shall be distributed to each Member District, at the time of dissolution, on an equal basis. However, any Member District that is admitted to NTDSE after 2005 shall accrue rights to a distribution of assets hereunder on a one-third (1/3) basis after each continuous ten (10) year period of time in which such Member District is in NTDSE.

Section 4 - Successor Districts and Consolidated Districts

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

ARTICLE XII - SAVINGS CLAUSE

In the event that any section or part of these Articles of Joint Agreement violates 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 that the purpose of and the ability to operate NTDSE 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.

**EXHIBIT A MEMBER
DISTRICTS**

Golf School District No. 67

Skokie School District No. 68

Skokie School District No. 69

Morton Grove School District No. 70

Niles Elementary School District No. 71

Fairview School District No. 72

East Prairie School District No. 73

Skokie School District No. 73.5

Lincolnwood School District No. 74