

**ARTICLES
OF
JOINT AGREEMENT
of the
BLACK HAWK AREA SPECIAL EDUCATION DISTRICT**

A cooperative district organized under the laws of the State of Illinois to provide education and services for the children with disabilities of its Member School Districts as defined and mandated by the provisions of applicable state and federal law.

I. MEMBERSHIP

- A. The following school districts within Henry, Mercer and Rock Island Counties shall comprise the membership:

Henry County 037
Colona District #190
Orion District #223
AlWood District #225

Mercer County 066
Mercer County #404

Rock Island County 081
Hampton District #29
UTHS District #30
Silvis District #34
Carbon Cliff-Barstow District #36
East Moline District #37
Moline-Coal Valley District #40
Rock Island-Milan District #41
Riverdale District #100
Sherrard District #200
Rockridge #300

- B. Membership becomes active upon application and payment of any annual and/or new member assessment fee. The Board of Education of the local school district must accept the Articles of Agreement in their entirety. Applications for membership must be accepted by a two-thirds (2/3) majority vote of a majority of a quorum of the Governing Board, acting upon the recommendation of the Superintendents' Advisory Committee.

Adopted: July 1, 1977	November 30, 1993
Amended:	January 17, 1995
July 14, 1977	March 16, 1999
June 22, 1978	May 19, 2009
March 15, 1979	August 17, 2010
May 24, 1979	August 19, 2014
September 29, 1983	April 21, 2015
March 15, 1984	
December 5, 1985	
January 8, 1992	
November 30, 1993	

II. GOVERNING BOARD

A. Governing Board Membership, Selection and Votes

There shall be designated and established a Governing Board composed of one Board of Education member from each participating school district. The member shall be selected by the local Board of Education at the first meeting following the school election. Each Board of Education shall also select an alternate member to serve in the absence of the member. Members shall be appointed for two year terms, but may serve more than one term. Each member of the Governing Board shall have one vote.

The Superintendents of the Regional Offices of Education representing the member districts, and the Chairperson of the Black Hawk Area Special Education District Superintendents' Advisory Committee shall serve as ex officio members of the Governing Board.

B. Governing Board Officer, Election and Term

Board officers shall consist of a President, Vice President, and a Secretary. A recording secretary shall be appointed by the Governing Board. Officers shall be elected and shall serve one year. Officers may succeed themselves for one additional term, but may not serve more than two (2) consecutive years.

C. Governing Board Meeting Dates

There shall be regular meetings of the Governing Board at a time, date and location approved by the Governing Board. Special meetings may be called by the President or any three members.

D. Governing Board Duties and Responsibilities

1. The Governing Board shall review recommendations made to it by the Superintendents' Advisory Committee.
2. The Governing Board shall be the final authority for the Black Hawk Area Special Education District.
3. The Governing Board shall not levy taxes for the Joint Agreement.
4. The Governing Board shall appoint a Treasurer with appropriate qualifications, as required by law, for the Black Hawk Area Special Education District.
5. The Governing Board shall employ a Director and other personnel and professional consultants consistent with applicable state and federal laws and shall establish salaries and fringe benefits for the same.
Any full-time professional worker who is employed by the Cooperative and spends over 50% of his or her time in one member school district shall not be required to work a different teaching schedule than the other professional workers in that member district.
6. The Governing Board shall adopt an annual budget and any necessary amendments for the Black Hawk Area Special Education District.
7. The Governing Board shall adopt By-Laws further enumerating specific duties and responsibilities for the efficient operation of the Black Hawk Area Special Education District.
8. The Governing Board shall adopt policies and procedures for the operation of the BHASED which are in compliance with applicable state and federal laws and consistent with the provisions of these Articles of Joint Agreement.
9. The Governing Board shall adopt job descriptions of all employees of the BHASED.
10. The Governing Board shall act upon the employment status of the BHASED employees which may include, but not be limited to, suspension, discharge or other discipline consistent with applicable state and federal law.
11. The Governing Board shall obtain, through purchase or lease, facilities, supplies and equipment necessary for the operation of the BHASED through special funds and assessments.

- E. Administrative Agent
The Governing Board, as herein established, of the Black Hawk Area Special Education District is designated the Administrative Agent for the purpose of meeting the legal functions and requirements of the School Code of Illinois. By resolution of the member Boards of Education, the Governing Board, as a legal entity, will serve as the Administrative Agent under Section 10-22.31 of the School Code of Illinois.

III. SUPERINTENDENTS' ADVISORY COMMITTEE

- A. Superintendents' Advisory Committee Membership
A Superintendents' Advisory Committee shall be established and will consist of the Superintendents of each of the participating school districts and as ex-officio members, the Superintendents of the Regional Office Of Education of Henry, Mercer, and Rock Island Counties. Ex-officio members may be excluded from Closed Session by a majority vote. Ex-officio members shall have no voting rights.
- B. Superintendents' Advisory Committee Officers
The officers of the Superintendents' Advisory Committee shall consist of a Chairperson, a Vice Chairperson, and a Secretary.
- C. Superintendents' Advisory Committee Election, Terms and Meeting Dates
The Director of the BHASED or designee shall serve as Secretary of the Superintendents' Advisory Committee. Elected officers shall serve a term of one year and may succeed themselves for one (1) additional term, but may not serve more than two (2) consecutive years. The Superintendents' Advisory Committee shall meet in accordance with the calendar of meetings approved by the Governing Board. Special meetings may be called by the Chairperson or any three members.
- D. Superintendents' Advisory Committee Responsibilities
 1. The Superintendents' Advisory Committee, as an advisory source to the Governing Board, shall recommend establishment of BHASED and interdistrict positions. The Superintendents' Advisory Committee shall also assist in finding qualified applicants and will make specific recommendations for the employment of the Director and other administrative, supervisory, consultative or instructional personnel that are BHASED employees and interdistrict administrative employees.
 2. The Superintendents' Advisory Committee shall recommend to the Governing Board the appointment of a Treasurer.
 3. The Superintendents' Advisory Committee shall review and recommend procedures for the conduct of the BHASED.
 4. The Superintendents' Advisory Committee shall advise the Governing Board in the development of BHASED policies.

IV. BHASED AND MEMBER DISTRICT'S PROGRAM OPERATIONS

Special Education programs and services designed to serve children with disabilities in high prevalence categories shall be operated by local districts, either individually or collectively. Any arrangements with BHASED to the contrary, shall be made by special contract with all costs borne by the districts involved.

Special Education programs and services designed to serve children with disabilities in low prevalence categories shall be operated by the local districts wherever feasible. BHASED shall be responsible for the operation of only those special programs or services not efficiently, effectively, or appropriately provided through the local districts.

V. PROVISIONS FOR AMENDMENTS TO THE ARTICLES OF JOINT AGREEMENT

These Articles may be amended by a majority vote of the Boards of Education of the member districts, provided that the proposed amendments have been first approved by the Governing Board. Each member district shall have one (1) vote.

VI. PROVISIONS FOR WITHDRAWAL/REMOVAL FROM THIS JOINT AGREEMENT

Procedures for the withdrawal of a member school district from the Cooperative shall be in accordance with the Illinois School Code and consistent with the requirements and rules adopted by the Illinois State Board of Education.

A. Voluntary Withdrawal – Member Districts Concur

A member district may withdraw with the approval of all of the Boards of Education of the member districts. By no later than sixteen months prior to the July 1 effective date of the withdrawal, the Board of Education of the withdrawing member district must submit a resolution approving the withdrawal and present a petition for withdrawal to the secretary of the Board of Education of each of the other member districts, with copies to the Cooperative's Director and Secretary of the Governing Board. Upon adoption of a resolution approving the withdrawal by the Boards of Education of each of the remaining member districts, the withdrawal shall become effective on July 1 immediately following the date on which the last of the Boards of Education adopt the approving resolution.

B. Voluntary Withdrawal – Member Districts Do Not Concur

A member district may withdraw by petition to the Regional Board of School Trustees, or other proper authority, in accordance with the Illinois School Code and all other applicable law. Notice of the member district's intention to withdraw, and a copy of the petition to withdraw, must be given to the Director and to the Secretary of the Governing Board by no later than sixteen months prior to the July 1 effective date of the withdrawal.

C. Disposition of Assets

Except as may be otherwise provided in these Articles of Agreement, and as a condition of withdrawal, a member district seeking withdrawal shall be deemed to irrevocably waive any interest in the assets of the Cooperative, including but not limited to real property, buildings, equipment and materials, and funds. This waiver shall not apply to unspent or "carryover" IDEA Part B funds generated by students in the withdrawing district; such funds shall be returned to the member district upon withdrawal. The member district seeking withdrawal shall remain liable for its share of any Cooperative liabilities that arose or accrued before the effective date of withdrawal. Such liabilities shall include, but not be limited to notes, bonds, and debt certificates; retirement incentives and other costs related to staff requirements, including employer contributions or other Municipal Retirement Fund; and the contractual continued service of certificated staff employed for Cooperative programs as determined pursuant to Sections 14-9.01, 24-11, and 24-12 of the Illinois School Code. Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member district's share of Joint Agreement liabilities shall be determined based on the withdrawing member district's enrollment as a percentage of the total current enrollment of all member districts as identified in the last fall public school housing report for each member district prior to the effective date of withdrawal.

VII. FISCAL YEAR

The fiscal year of the Joint Agreement shall begin on July 1st and end on June 30th of the following calendar year.

VIII. DISPOSAL OF ASSETS UPON DISSOLUTION

In the event of dissolution of the BHASED, the Governing Board shall, after paying or making provision for the payment of all the liabilities of the BHASED, distribute the assets to the member districts of the BHASED in proportions representational of their interests in those assets, consistent with proportionate share of costs based upon the proportion of each member district's regular education enrollment to the total education enrollment for all members in the prior year, or in accordance with federal grant guidelines for assets derived from federal funds. This waiver shall not apply to unspent or "carryover" IDEA Part B funds generated by students in the withdrawing district; such funds shall be returned to the member district upon withdrawal. The Governing Board may conduct a public or private sale of the assets in order to convert the assets

to cash for the purposes of the distribution described herein above. However, any such sale and/or distribution of assets shall be in compliance with all applicable state and federal statutes and regulations.

If there are insufficient assets of the BHASED to satisfy all liabilities, then the member districts shall assume the obligation to satisfy the liabilities. Such obligation shall be shared proportionately by all districts, consistent with the abovementioned procedure established by the Governing Board for determining proportionate share of costs.

IX. EFFECTIVE DATE OF ARTICLES OF JOINT AGREEMENT

The participating school districts of the BHASED shall be bound by the preceding Articles of Joint Agreement upon adoption by a majority of the Boards of Education. These amended Articles shall be effective after approval by the Governing Board and participating districts.