

JOINT AGREEMENT OF THE
NPT SPECIAL EDUCATION COOPERATIVE

July 1, 2019

Amended December 16, 2020, Effective July 1, 2021

Amended X X, 2023, Effective X X XXXX.

Nokomis C.U.S.D. #22

Pana C.U.S.D. #8

Taylorville C.U.S.D. #3

FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements hereinafter contained, the three school districts who become parties to this Agreement hereby mutually promise, covenant, and agree to the following stipulations and conditions:

PURPOSE

The purpose of the NPT Special Education Cooperative shall be to provide an administrative structure to plan, coordinate, and implement special education related resources and instructional services for all member public school district students who require such assistance.

ARTICLE I - TERMS OF AGREEMENT

1.1 This Joint Agreement shall become effective upon ratification by at least two-thirds (2/3) of the member districts on or before July 1, 2019.

1.2 This Agreement shall remain in full force and effect during each successive fiscal year. In the event a Member District wishes to withdraw from the Joint Agreement, such withdrawal must be in accordance with the School Code of Illinois, 105 ILCS 5/10-22.31.

1.3 Under the provisions of Section 10-22.31 of the School Code of Illinois, the parties hereto agree that they shall conduct a special education program for children with disabilities for the benefit of the students of all parties through the entity known as the NPT Special Education Cooperative.

1.4 The NPT SPECIAL EDUCATION COOPERATIVE shall work closely with the Illinois State Board of Education and shall comply with all of the applicable rules and regulations of that office and shall cause such program to be designed to meet all the requirements of Article 14 of the School Code of Illinois and all applicable federal laws and regulations.

1.5 In the event that any section or part of any section of this Agreement violates applicable state or federal statute or rules and regulations, only such section or part thereof shall be of no force and effect.

1.6 All meetings held under the provisions of this Agreement shall be conducted in compliance with the Open Meetings Act of Illinois and shall be governed in their action by Roberts Rules of Order.

1.7 The Member Districts of NPT SPECIAL EDUCATION COOPERATIVE shall indemnify and protect school districts and members of school boards in relation to their positions as NPT SPECIAL EDUCATION COOPERATIVE board members, and shall indemnify and protect NPT SPECIAL EDUCATION

COOPERATIVE employees, volunteer personnel authorized under the Illinois School Code and student teachers against civil rights damage claims and suits, constitutional rights damage claims and suits and death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the NPT SPECIAL EDUCATION COOPERATIVE Executive Board, as provided by the Illinois School Code. All members of the Executive Board shall also be indemnified against such judgments that result from official Executive Board actions.

ARTICLE II – ADMINISTRATION AND GOVERNANCE

2.1 Governance Structure: Pursuant to Section 10-22.31(b)(2) of the *School Code* (105 ILCS 5/10-22.31(b)(2)), the NPT SPECIAL EDUCATION COOPERATIVE will be overseen and governed by a Governing Board, which will be accountable to the Member Districts. The NPT SPECIAL EDUCATION COOPERATIVE will also be administered by an Executive Board, which will be accountable to the Governing Board and will oversee and administer the policies, curriculum, staffing, finances, and operation of the NPT SPECIAL EDUCATION COOPERATIVE.

2.2 Governing Board:

- a. Composition of the Governing Board: Each Member District will appoint a member of its Board of Education to serve as a member of the Governing Board, so the Governing Board consists of one (1) school board member representative from each Member District. Each Member District must appoint an alternate representative in the absence of its regular representative.
- b. Officers: The Governing Board will hold an organizational meeting each year to elect from its membership a President and a Secretary.
 1. The President will act as the administrative head of the Governing Board and conduct the meetings of the Governing Board.
 2. The Secretary will maintain a complete record of the proceedings of the Governing Board.
- c. Meetings: The Governing Board will meet at least twice per calendar year on dates and times designed annually by the Governing Board. Additional Governing Board meetings may be added as determined necessary by the Governing Board.

Special meetings of the Governing Board may be called by the President or by any two members of the Governing Board by giving all other Governing Board members notice of the special meeting in writing, stating the time, place, and purpose of the meeting.

All meetings of the Governing Board and its committees are subject to the Illinois Opening Meetings Act, 5 ILCS 120/1.01, *et seq.*, as may be amended from time to time.

- d. Quorum: A quorum is a majority of the total membership of the Governing Board. The physical attendance of at least a quorum of the members of the Governing Board is required to convene a meeting of the Governing Board.
- e. Voting: Each Governing Board representative present at a meeting is entitled to one (1) vote upon all actions of the Governing Board. Except where otherwise specifically required, all actions are approved by the affirmative vote of a majority of those representatives present at a meeting. Actions may not be approved by a title vote.
- f. Powers and Duties: The Governing Board has the following authorities, duties, and responsibilities:
 - 1. To receive, consider, and approve amendments to this Agreement;
 - 2. To terminate this Agreement and dissolve the NPT Special Education Cooperative;
 - 3. To borrow money on the terms set forth in Section 10-22.31 of the Illinois *School Code* (105 ILCS 5/10-22.31);
 - 4. To annually review and approve the NPT SPECIAL EDUCATION COOPERATIVE budget in accordance with requirements of the Illinois *School Code*.
 - 5. To issue bonds or notes for the purposes and in the manner provided in Section 10-22.31 of the Illinois *School Code* (105 ILCS 5/10-22.31); and
 - 6. To employ, supervise, evaluate, and determine annual compensation of the Executive Director, define the scope and limit of the Executive Director's duties; and ensure the Executive Director carries out policies and performs those functions assigned by the Illinois State Board of Education to the State-approved Director of Special Education.

- g. Delegation of Powers and Duties: With the exception of those matters specifically set for in this Agreement, including by not limited to those enumerated in Section 2.2(f), the Governing Board delegates all of its functions and authorities to the Executive Board. The powers and duties of the Governing Board that are specifically set forth in this Agreement, including but not limited to those enumerated in Section 2.2(f), are not permitted to be delegated.

ARTICLE III - DEFINITION OF TERMS

3.05 Governing Board: Each Member District will appoint a member of its Board of Education to serve as a member of the Governing Board, so the Governing Board consists of one (1) school board member representative from each Member District. Each Member District must appoint an alternate representative in the absence of its regular representative.

3.1 Executive Board: The Executive Board shall be composed of three Superintendents or their designated administrators from Member Districts. This Board shall meet monthly to transact business as defined by the scope of this Agreement and to make recommendations to the Administrative District.

3.2 Member District: Member Districts are all those public school districts that are a party to this Agreement.

3.3 Fiscal Year: As used in this Agreement, the term "fiscal year" shall be the twelve consecutive monthly periods commencing on July 1 of one calendar year and terminating on June 30 of the next calendar year.

ARTICLE IV - MEMBER DISTRICTS

4.1 Each School District which is a party hereto shall be known and is hereinafter referred to as a "Member District."

4.2 Any School District not presently a member of this Joint Agreement as listed in Section 4.3 may, upon submission of a proper resolution by the Board of Education, apply for membership in this Joint Agreement. Upon approval of a majority of all Member Districts of the NPT SPECIAL EDUCATION COOPERATIVE, the application shall be considered adopted and membership shall take effect on July 1 of the following fiscal year.

To be eligible for membership, a School District shall not be a part of or shall have successfully detached from, any other special education joint agreement district. Such a district making application for membership shall present evidence

of the existence of no fiscal or legal obligations pursuant to Section 10-22.31 of the School Code of Illinois.

4.3 The following Public School Districts of the NPT SPECIAL EDUCATION COOPERATIVE are members of this Agreement:

Nokomis C.U.S.D. #22
Pana C.U.S.D. #8
Taylorville C.U.S.D. #3

4.4. In the event two (2) or more of the Member Districts listed in Section 4.3 form one (1) district, as a result of consolidation, annexation or other form of reorganization, the new or resulting district shall become a member of this Joint Agreement without further action of the Board of Education. In the event one or more of the Member Districts listed in Section 4.3 combine with one or more public school districts which are not Member Districts by consolidation, annexation or other form of reorganization, the new or resulting district may become a member of the Joint Agreement pursuant to Section 4.2.

4.5 In the event that a Member District seeks withdrawal from NPT SPECIAL EDUCATION COOPERATIVE, the following procedure shall be used:

a) Notice: A member district wishing to voluntarily withdraw from NPT SPECIAL EDUCATION COOPERATIVE must provide written notice no later than eighteen (18) months prior to the requested effective date of withdrawal to the Executive Board of its intent to file a petition to withdraw. Said notice must be accompanied by a written resolution from the Member District's Board of Education approving the withdrawal.

b) Within thirty (30) days of providing the notice in (a) above, the withdrawing district must present a written petition for withdrawal from this Joint Agreement. Upon consideration of the petition, the Executive Board shall issue a statement of recommendations in response to the petition. That statement of recommendations shall be provided by certified mail to each Member District, including the withdrawing district, within sixty (60) days of receipt of the petition.

c) Within sixty (60) days of receipt of the petition and statement of recommendations, the Board of Education of each Member District shall consider the petition, and shall pass a resolution either approving or denying the petition. Upon approval of each of the remaining Member Districts, the withdrawing district shall be withdrawn from NPT SPECIAL EDUCATION COOPERATIVE the following July 1 and shall notify the Illinois State Board of Education of the approved withdrawal in writing.

d) Should the petition not be approved by each Member District, and within ten (10) days of the expiration of the sixty (60) day period described Paragraph 4.5(c), the Director of NPT SPECIAL EDUCATION COOPERATIVE and the Superintendent of the withdrawing district shall cause a copy of the petition for withdrawal and the statement of recommendations to be filed with the Regional Board of School Trustees in any county having jurisdiction over one or more of the Member Districts, pursuant to 105 ILCS 5/10-22.31(a). The Regional Board(s) of School Trustees having jurisdiction shall conduct a hearing on the petition as required by 105 ILCS 5/10-22.31(a).

e) In the event withdrawal from NPT SPECIAL EDUCATION COOPERATIVE is granted by the procedures set forth herein in paragraphs 4.5(c) or 4.5(d), the withdrawing Member Districts share of the assets of NPT SPECIAL EDUCATION COOPERATIVE shall be forfeited to NPT SPECIAL EDUCATION COOPERATIVE, with the sole exception of any unspent Federal IDEA Part B funds generated by students in the withdrawing district. The former Member District shall be entitled to no interest of any nature in the assets of NPT SPECIAL EDUCATION COOPERATIVE, nor reimbursement therefor, but shall continue to be liable for all its obligations whether due on the date of withdrawal or accruing thereafter. Furthermore, the former Member District shall maintain its obligation to pay its proportionate share of the principal and interest on any bonds and notes as required by 105 ILCS 5/10-22.31, notwithstanding the district's withdrawal from membership. Any unspent Federal IDEA Part B Funds generated by students of the withdrawing Member District shall be returned to that Member District upon withdrawal.

4.6 Dissolution: Dissolution of NPT SPECIAL EDUCATION COOPERATIVE shall terminate its existence. Upon dissolution, NPT SPECIAL EDUCATION COOPERATIVE shall not thereafter carry on any business, except that necessary to conclude and wind up its affairs, including:

1. Collecting its assets
2. Liquidating and/or disposing of its assets.
3. Discharging or making provision for discharging its liabilities.
4. Distributing its remaining assets on a pro-rata basis among the Member Districts based upon any formula developed and adopted by the Executive Board, and applicable state statutes and regulations. In the absence of a formula developed and adopted by the Executive Board, assets shall be divided pro-rata among the Member Districts in the same ratio that total student enrollment of all member districts

bears to the student enrollment of each member district. Total Student Enrollment shall be the December enrollment of the school year prior to the effective date of dissolution. Of the assets to be distributed, any unspent Federal IDEA Part B Funds generated by students of a specific Member District shall be returned to that member district specifically and not distributed on a pro-rata basis.-Of the assets to be distributed, any unspent

5. Causing the honorable dismissal, or otherwise terminating or transferring the employment of NPT SPECIAL EDUCATION COOPERATIVE employees.

6. Any other act necessary to wind-up and liquidate its business and affairs.

ARTICLE V - EXECUTIVE Board

5.1 The Executive Board shall consist of a total of three (3) Superintendents (or designee) from each of the member districts.

5.2 The Executive Board shall meet on a monthly basis or at other times as deemed necessary to conduct the business of the Special Education District.

5.3 Special meetings of the Executive Board may be called by the Chairman of the Executive Board or two (2) members of the Executive Board. A special meeting notice, including signatures of those members who petitioned for said meeting, shall be delivered by U.S. mail to all members of the Executive Board. Said notice shall be postmarked at least three (3) calendar days prior to the date of the meeting. The notice shall include the date, time, location and agenda of the meeting. Only those items specified on the agenda shall be considered at a special meeting.

5.4 Two members of the Executive Board shall constitute a quorum for the transaction of business.

5.5 Each member as defined in Section 5.1 of this document shall be entitled to one (1) vote on the Executive Board.

5.6 Except as herein otherwise specifically provided, no action shall be taken by the Executive Board unless such action shall have received the affirmative vote of a majority of the members present at the applicable meeting of the Executive Board.

5.7 The Executive Board shall from time to time establish procedures for the proper operation of the NPT SPECIAL EDUCATION COOPERATIVE. Said

procedures shall not be in violation of State and federal laws or regulations and shall not be contrary to the specific provisions of this Agreement.

5.8 At the regular meeting in June of each year, the Executive Board shall elect from its membership the following officers: Chairperson, Vice-Chairperson and Secretary. The terms for such officers shall be one year.

5.9 No officer or member of the Executive Board shall receive compensation for service in relation to Board responsibility. However, upon approval of the Executive Board and upon submission of an itemized statement, any member of the Executive Board may be reimbursed for expenditures resulting from the performance of duties in connection with the NPT SPECIAL EDUCATION COOPERATIVE. Such reimbursement of expenditures shall not exceed the limits established in the annual budget.

5.10 The Executive Board shall have the authority to issue emergency assessments upon Member Districts in order to correct short term cash flow problems.

5.11 The duties of the Executive Board shall include but no be limited to the following:

- a) The Executive Board shall consider and recommend the annual budget to the Governing Board.
- b) The Executive Board shall approve the payment of the monthly bills that are within the limitations of the annual budget.
- c) The Executive Board, when necessary, shall consider and recommend an amended budget to the Governing Board.
- d) The Executive Board shall consider and recommend to the Governing Board the approval of job descriptions and salaries for all central office employees and the Director of NPT SPECIAL EDUCATION COOPERATIVE.
- e) The Executive Board shall consider and make recommendations to the Governing Board concerning the employment or discharge of all NPT SPECIAL EDUCATION COOPERATIVE personnel.
- f) The Executive Board shall approve the minutes of its meetings.
- g) The Executive Board shall consider the Director's recommendations and shall recommend to the Governing Board the employment of personnel who are filling job vacancies.

- h) The Executive Board shall recommend to the Governing Board the continuation, alteration and continuation, or discontinuation of all contractual services that are within the limits of the budget.
- i) To adopt policies to govern the operation of the NPT SPECIAL EDUCATION COOPERATIVE.
- j) To oversee all financial affairs of the NPT SPECIAL EDUCATION COOPERATIVE within the budget approved by the Governing Board, other than those exclusively reserved to the Governing Board, including but not limited to approving payment of all bills due and owing; reviewing all monthly financial reports and applications for state or federal grants or aid; and approving the purchase or lease of supplies, equipment, and other real or personal property, subject to the constraints imposed in this Agreement.
- k) To enter into contracts or leases with various entities or individuals when necessary to carry out the operations of the NPT SPECIAL EDUCATION COOPERATIVE and to implement the NPT SPECIAL EDUCATION COOPERATIVE programs (such as the FACeS and CBI programs).
- l) To employ, discipline, and dismiss all NPT SPECIAL EDUCATION COOPERATIVE staff, other than the Executive Director, as authoring within the Governing Board budget.
- m) To develop and implement a comprehensive plan of special education programs and services within each Member District and the NPT SPECIAL EDUCATION COOPERATIVE.
- n) To monitor the special education programs and services offered by the NPT SPECIAL EDUCATION COOPERATIVE to ensure adherence to NPT SPECIAL EDUCATION COOPERATIVE standards and applicable laws.
- o) To receive, consider, and propose Amendments to this Agreement, subject to Governing Board approval.
- p) To approve the filing of all reports and claims (when such approval is required) necessary to meet administrative requirements of federal and state governments.
- q) To expel any Member District that is not in conformance with this Agreement or Executive Board policies.

r) To make a determination regarding the NPT SPECIAL EDUCATION COOPERATIVE'S response to any Member District's petition to unilaterally withdraw from membership.

s) To perform such other duties and functions as permitted by law and this Agreement. However, any power that is not delegable pursuant to Section 2.2(g) remains within the purview of the Governing Board.

ARTICLE VI - DIRECTOR OF SPECIAL EDUCATION

6.1 The Director of Special Education shall serve as the chief administrative officer of the NPT SPECIAL EDUCATION COOPERATIVE. The Director must hold proper state certification/licensure, and shall serve as the State-Approved Director of Special Education for the Member Districts.

6.2 The Director shall be recommended by the Executive Board and approved by the Governing Board. The employment status of the Director shall be governed by and subject to the provisions of Section 10-22.31(c) of the School Code of Illinois, the employment contract of the Director and the Job Description for the position adopted by the Executive Board.

6.3 The Executive Board, from time to time, shall define the duties, responsibilities and authority of the Director. The Executive Board shall provide the Director with a job description as approved by the Governing Board.

6.4 The Director shall be paid a salary as recommended by the Executive Board and approved by the Governing Board. The salary and benefits to which the Director is entitled, together with the duties and responsibilities of the Director shall be set forth in a written employment contract between the NPT SPECIAL EDUCATION COOPERATIVE EXECUTIVE Board and the Director.

6.5 The termination of the employment of the Director of Special Education shall be in a manner consistent with the written employment contract and relevant state and federal law.

6.6 The Director shall perform all duties as established by the Executive Board which shall be specified in the Director's job description.

6.7 The Director shall have the authority to suspend NPT SPECIAL EDUCATION COOPERATIVE personnel pending review by the Executive Board, or as may be consistent with the policies adopted by the Executive Board.

- 6.8 Prepare an annual comprehensive program plan of special education programs and services to be offered by the NPT SPECIAL EDUCATION COOPERATIVE.
- 6.9 Prepare an annual budget for the ensuing year to be presented to the Governing Board by August 30 of each year.
- 6.10 Be responsible for the preparation of all reports required by ISBE.
- 6.11 Supervise all staff employed by the NPT SPECIAL EDUCATION COOPERATIVE.
- 6.12 Recommend to the local school districts the eligibility and placement of children in programs based on results of individual education plan meetings.
- 6.13 Purchase supplies and equipment as needed within budgetary limits.
- 6.14 Cooperate with social service agencies in matters involving individual pupils being served by the NPT SPECIAL EDUCATION COOPERATIVE.
- 6.15 Administer, supervise, and coordinate all aspects of the NPT SPECIAL EDUCATION COOPERATIVE programs (including the FACeS and CBI programs) and day-to-day operations.
- 6.16 Evaluate all aspects of the NPT SPECIAL EDUCATION COOPERATIVE programs and make recommendations to the Executive Board as needed.

ARTICLE VII - PERSONNEL

- 7.1 Dismissal of certified personnel shall be effectuated consistently with the Illinois School Code and any applicable collective bargaining agreement.
- 7.2 Dismissal of non-certified personnel shall require the adoption of a resolution of dismissal by a majority of Executive Board Members in attendance at a meeting.
- 7.3 Reductions in force of professional, certificated employees shall be done in a manner consistent with the School Code of Illinois and any applicable collective bargaining agreement.
- 7.4 Any full-time professional worker who is employed by a joint agreement program and spends over 50% of his or her time in one school district shall not be required to work a different teaching schedule than the other professional workers in that district.-

7.5 The Executive Director, of his/her designee, is responsible for interviewing and making recommendations to the Executive Board for the hiring, as well as the termination, of all Cooperative staff within the budget approved by the Governing Board. Upon recommendations by the Executive Board, the NPT SPECIAL EDUCATION COOPERATIVE will employ both licenses and non-certificated personnel as needed for the proper functioning of the NPT SPECIAL EDUCATION COOPERATIVE.

~~7.6 This Agreement does not preclude Member Districts from employing teachers and paraprofessionals directly to provide special education services to the students in their district. However, the Executive Board is authorized to address any decentralization issues by policy, and decentralization of staff is permitted only if permitted by the Executive Board and only upon such conditions as the Executive Board may require in such policy. If such decentralization is permitted by policy, the Superintendent of a Member District that requests to employ individuals directly must notify the Executive Director no later than December 1 of the year preceding its intent, so as to permit the Executive Board time to consider the request and any impact on budget and staffing for the subsequent school year.~~

7.6 This agreement does not preclude Member Districts from employing special education teachers and paraprofessionals directly to provide special education services to students in their district classrooms. NPT SPECIAL EDUCATION COOPERATIVE will employ all related service personnel and administration, as it relates to special education, and FACeS/CBI staff. If a member district currently employs such employees, NPT SPECIAL EDUCATION COOPERATIVE will hire upon vacant positions due to additional need, retirement, resignation and/or termination of such said employees.

The Executive Board is authorized to address any decentralization issues by policy, and decentralization of staff is permitted only if permitted by the Executive Board and only upon such conditions as the Executive Board may require in such policy. If such decentralization is permitted by policy, the Superintendent of a Member District that requests to employ individuals directly must notify the Executive Director no later than December 1 of the year preceding its intent, so as to permit the Executive Board time to consider the request and any impact on budget and staffing for the subsequent school year. **Decentralization will occur with a two-thirds (2/3) vote from the Executive Board and Governing Board.**

ARTICLE VIII - BUDGET

8.1 A tentative budget for each fiscal year for the NPT SPECIAL EDUCATION COOPERATIVE shall be prepared by the Director.

8.2 The budget shall be presented to the Executive Board which shall approve or

revise and approve said budget. It shall then be recommended to the Governing Board, which shall adopt or revise and adopt the budget by August 30th of the current fiscal year.

8.3 Following the adoption of the budget for any fiscal year, the Executive Board may request amendment of the budget following the requirements of the School Code of Illinois.

8.4 The Executive Board will authorize an annual audit of the NPT SPECIAL EDUCATION COOPERATIVE'S finances, which will be completed upon the conclusion of each fiscal year.

ARTICLE IX - ADMINISTRATIVE COSTS

9.1 Each Member District shall pay to the Treasurer of the Special Education District its per capita share of the administrative costs and centralized instructional services of the NPT SPECIAL EDUCATION COOPERATIVE as defined in policies adopted by the Executive Board.

ARTICLE X - OUT OF DISTRICT TUITION

10.1 The NPT SPECIAL EDUCATION COOPERATIVE may accept students from school districts which are not Member Districts, **as approved by NPT SPECIAL EDUCATION COOPERATIVES Director of Special Education**. In such cases, the sending school district shall pay a Non-member District tuition charge which shall be established in fiscal management policies adopted by the Executive Board of the NPT SPECIAL EDUCATION COOPERATIVE and the regulations of the Illinois State Board of Education.

ARTICLE XI -AMENDMENTS

11.1 This Agreement or any part hereof may be amended in the following manner:

a) Proposed amendments to these Articles may be submitted to the Executive Board at any time by a Member District or by the Executive Board.

b) Any proposed amendment shall be approved by a two-thirds ($\frac{2}{3}$) majority of the Executive Board, **two-thirds ($\frac{2}{3}$) majority of the Governing Board-this is added due to (II 2.2 f1 and V 5.11o)**, as well as a two-thirds ($\frac{2}{3}$) majority of each Member District Board of Education. Any proposed amendment approved by the Member Districts Board of Education shall become effective on the date of

the approval or such subsequent effective date as is specified in the proposed amendment.

ARTICLE XII – PROGRAMS AND SERVICES

12.1 Programs and Services: The NPT SPECIAL EDUCATION COOPERATIVE operates programs on behalf of Member Districts and provides services to Member Districts to meet the educational needs of students with disabilities under Article 14 of the Illinois *School Code* and ISBE regulations. The Executive Director, in consultation with the Executive Board, determined what programs and services the NPT SPECIAL EDUCATION COOPERATIVE will offer Member Districts, consistent with the budget as approved by the Governing Board.

12.2 Comprehensive Plan: A comprehensive plan was approved by ISBE in May 2019 which remains in effect until such time the Executive Board recommends changes to the Plan and approved by the Governing Board and ISBE.

12.3 The NPT SPECIAL EDUCATION COOPERATIVE, as approved in its original Comprehensive Plan, provides for many programs and services. In addition, the NPT SPECIAL EDUCATION COOPERATIVE owns and operates the FACeS and CBI programs for all Member Districts to utilize. Member Districts shall not create their own programs related to the FACeS and CBI program unless approved by the Executive Board. **Employment of the personnel serving the NPT SPECIAL EDUCATION COOPERATIVES Programs, such as the FACeS and CBI program, will be the responsibility of NPT Special Education Cooperative as described in 7.6 of this Joint Agreement.**

12.4 School district and special education cooperative who are not members of the NPT SPECIAL EDUCATION COOPERATIVE may access NPT programs and services upon such terms and conditions as are established by the Executive Board and consistent with regulations of ISBE. In the absence of such a policy, such access may be granted on any terms and conditions approved by a majority vote of the Executive Board and consistent with regulations of ISBE.

12.5 Housing required for any program of NPT SPECIAL EDUCATION COOPERATIVE is authorized and funded as determined by the Executive Board. Member District will provide adequate classroom spaces to house NPT SPECIAL EDUCATION COOPERATIVE students, as determined by the Executive Board.

12.6 Each Member District is responsible for providing transportation for its own students, unless otherwise stated by the Executive Board.

ARTICLE XIII – EXPULSION OF A MEMBER DISTRICT

13.1 Procedure for Expulsion of a Member District: If any Member District fails to make any payments as required by this Agreement or Executive Board policy, or breaches any other provision of this Agreement or Executive Board policy, the Executive Board may remove such Member District from membership in the NPT SPECIAL EDUCATION COOPERATIVE as follows:

- (1) Notice. Upon approval of a majority of the Executive Board, a written notice will be forward to the Board of Education of the Member District in question, specifying in detail the items that are sufficient to justify removal of the Member District from the NPT SPECIAL EDUCATION COOPERATIVE. The notified must specify the period of time in which such items are to be corrected or appropriate corrective steps are to be taken and must be sent by certified mail, return receipt requested.
- (2) Hearing. Should the Member District fail to take the remedial action required in the notice of breach to the satisfaction of the Executive Board, the Executive Board will, upon reasonable written notice, call a special meeting, at which time the matter will be brought before the Executive Board for hearing and possible action. The Member District in question must be given at least 30 (thirty) days' written notice of the time and place of the hearing by certified mail addressed to the Superintendent of the Member District. The Member District in question is permitted to appear and to submit reasons why it should not be removed from membership.
- (3) Action. A two-thirds (2/3) vote of the entire Executive Board is required to terminate the membership of a Member District in the NPT SPECIAL EDUCATION COOPERATIVE. Removal from membership does not relieve the Member District of the obligations incurred during its membership in the NPT SPECIAL EDUCATION COOPERATIVE, and such termination becomes effective as determined by the Executive Board.

8.2 The Member District in question will be responsible for all legal bills incurred in the expulsion process, including but not limited to legal action to recover debt or seek damages for violating this Agreement or Executive Board/Governing Board policy.

8.3 Upon expulsion, the expelled district received no assets of the NPT SPECIAL EDUCATION COOPERATIVE, but remains liable for the principal and interest on an outstanding and unpaid bonds and notes issued by the NPT SPECIAL EDUCATION COOPERATIVE while the expelled District was a member of the NPT SPECIAL EDUCATION COOPERATIVE, as well as its Proportionate Share of all other liabilities incurred by the NPT SPECIAL EDUCATION COOPERATIVE while the expelled district was a member of the NPT SPECIAL EDUCATION

COOPERATIVE, including but not limited to costs and legal fees incurred in expelling the district.

Approved on _____ for Nokomis CUSD #22

Its Board President

ATTEST:

Its Board Secretary

Approved on _____ for Taylorville CUSD #3

Its Board President

ATTEST:

Its Board Secretary

Approved on _____ for Pana CUSD #8

Its Board President

ATTEST:

Its Board Secretary