

DuPage/West Cook Intergovernmental Cooperation 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
Amended Agreement Adopted –

This DuPage/West Cook (“D/WC”) Intergovernmental Cooperation Agreement (~~hereinafter~~ “Agreement”) is entered into by and between the Operating Entities (as identified in Appendix A) and the Member School Districts (as identified in Appendix B). Boards of Education of those Member School Districts (hereinafter “Member Districts”) which are currently located in the geographical area covered by the Member School Districts listed in Addendum A (hereinafter “Catchment Area”).

Recitals:

~~WHEREAS, pursuant to the Illinois Constitution (Article VII, Section 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3), school districts, units of local government, and public agencies are authorized to contract or otherwise associate among themselves, to obtain or share services and to exercise, combine, or transfer any power or function, and to jointly exercise any powers, privileges, functions, or authority which may be exercised by any of them; and the Member School Districts 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 incorporate 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 School Districts have been members of the DuPage/West Cook Regional Special Education Association (hereinafter “D/WC”), under ARTICLES OF AGREEMENT amended and adopted as set forth above; and~~

~~WHEREAS, the Member School Districts desire to modify and amend the current ARTICLES OF AGREEMENT; and~~

~~WHEREAS, the Operating Entities and the Member School Districts have determined that it is in their best interests to enter into this amended Agreement providing for Member School~~

~~Districts agree that by entering into this Agreement they will be able to access to~~ the special education programs delineated in Appendix A, Addendum B, as may be amended.

NOW, THEREFORE, the Operating Entities and the Member School Districts agree as follows:

ARTICLE I – PURPOSE AND MEMBERSHIP

The purpose of D/WC is to provide special education programs as delineated in Appendix A (“the Programs”) ~~Addendum B~~ for students residing in the Member School Districts listed in Appendix B ~~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~~ Operating Entities ~~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 Operating Entities, D/WC Board and/or the Coordinator of D/WC and/or the OE.

Membership shall include and be limited to those school districts identified in Appendix B and any other school districts that establish membership pursuant to this paragraph. A non-member public school district may petition the Operating Entities in writing requesting membership in the DuPage/West Cook Intergovernmental Cooperation Agreement. The petitioning school district shall be invited to join upon satisfaction of the following conditions: (a) approval by the Directing Board of each Operating Entity; and (b) agreement, in writing, by the petitioning school district to abide by this Agreement and all D/WC policies and procedures.

ARTICLE II – MEETINGS GOVERNANCE

At least twice annually, the Operating Entities shall organize an informational meeting to review the Programs, tuition costs, and services. The Operating Entities shall provide written notice of all such meetings to the Member School Districts, at least fourteen (14) days in advance of the meeting.

Each Member School District shall provide the Operating Entities with the name and contact information of the person designated by the Member School District to receive such meeting notices.

Section 1 – D/WC Board

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

~~Each independent Member School District (hereinafter "ISD") whose district enrollment is at least 5,000 students in the most recent Illinois State Board of Education Enrollment and Housing Report, has its own comprehensive plan for special education and is part of the Catchment Area is eligible to appoint one representative and one alternate to the D/WC Board. However, 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 (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 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. 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 an ISD is ineligible to appoint a representative and alternate to the D/WC Board based on the 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 Board appointed by a SEC and ISD shall serve staggered three-year terms.~~

~~1.1 The D/WC 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). The first meeting of each fiscal year shall include the following purposes:~~

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

- ~~i. The Chairperson of the D/WC Board shall be elected from the membership of the D/WC Board. He/she shall serve for a one-year term.~~
- ~~ii. The Vice Chairperson of the D/WC Board shall be elected from the membership of the D/WC Board. He/she shall serve for a one-year term.~~

- iii. ~~The Secretary shall be elected from the membership of the D/WC 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.~~
 - e) ~~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 Board shall constitute a quorum. Unless otherwise provided in this Agreement or by law, when a vote is taken, a quorum being present, a majority of the votes of the D/WC Board Members voting shall be required for passage of the question.~~
- 1.3 ~~Each D/WC Governing Board Member shall have one vote. No proxy votes shall be allowed for any member of the D/WC Board.~~
- 1.4 ~~Any vacancy shall be filled by the appointment of a Superintendent or State Approved Director of Special Education.~~
- a) ~~If a SEC has incurred the vacancy, the SEC shall select and appoint its Executive Director or another Superintendent whose Member School District belongs to that SEC to fill the vacancy.~~
 - b) ~~If an ISD eligible to appoint a representative incurs the vacancy, that ISD shall appoint its Superintendent or State Approved Director of Special Education to fill the vacancy.~~
 - e) ~~If ISDs that share a representative incur a vacancy, those ISDs shall appoint one of their Superintendents or State Approved Directors of Special Education to fill the vacancy.~~
 - d) ~~If an ISD with a nonvoting representative incurs a vacancy, the ISD shall appoint its Superintendent or State Approved Director of Special Education to fill the vacancy.~~
- 1.5 ~~The powers and duties of the D/WC 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.~~
 - b) ~~Review annual program plans, including staffing patterns, if any, recommended by the OEs.~~

- ~~e) Review budgets presented by OEs for D/WC programs.~~
- ~~d) Review and approve the expansion or reduction of D/WC programs offered by OEs under this Agreement.~~
- ~~e) Eliminate a D/WC program currently being offered. Any decision to eliminate a program shall be followed by written notification to the OE no later than December 1 of the anticipated last year of the program.~~
- ~~f) Conduct a periodic review of D/WC programs offered under this Agreement.~~
- ~~g) Determine and approve a Coordinator of D/WC to be employed by an 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.~~
- ~~h) Establish sub-committees as appropriate.~~
- ~~i) Determine and approve 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.~~

~~1.6 The D/WC Board, OE and/or Fiscal Trustee shall address the termination of participation of an OE or Fiscal Trustee as follows:~~

- ~~a) For the D/WC Board, by providing written notice to an OE or Fiscal Trustee no later than eighteen (18) months prior to the nonrenewal of that entity's Intergovernmental Agreement to provide a certain program or service for the following year.~~
- ~~b) For an OE, by providing written notice to the D/WC Board no later than eighteen (18) months prior to the nonrenewal of the OE's Intergovernmental Agreement to provide a certain program or service.~~
- ~~e) 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.~~

~~1.7 The D/WC Board shall review program costs and make non-binding recommendations to OEs regarding costs and the application of tuition formulas.~~

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

~~1.9 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 shall carry out the responsibilities as listed on Addendum D 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.~~

ARTICLE III – OPERATING ENTITIES

~~1. OEs shall provide D/WC programs. A SEC or ISD may serve as an OE.~~

~~2.1. 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.~~

~~3.1 The Operating Entities are responsible for the Programs, including the following: duties and responsibilities of an OE are as follows:~~

~~a) To administer programs, which shall include the overall planning, administration, and 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.~~

~~c) To charge tuition for the Programs ~~D/WC program costs~~ based upon a tuition formula established by the Operating Entity, OE. ~~The Operating Entity OE~~ shall notify the Member School Districts ~~D/WC Board~~ of the tuition formula used by the Operating Entity, OE, and the formula shall include the calculation of the tuition charged.~~

~~3.24. Services may be provided to students who reside outside of the geographical area covered by the Member School Districts ("Catchment Area") provided space is available and the resident district agrees to pay the fee established by the Operating Entity, OE.~~

~~3.35. Member School Districts agree ~~A school district receiving D/WC program services from an OE agrees~~ to purchase low incidence special education services available only from the Operating Entities ~~this and other OE's within the D/WC Catchment Area~~ unless an IEP team determines otherwise.~~

~~ARTICLE IV – FINANCING~~

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

ARTICLE ~~IV~~ – TRANSPORTATION

Transportation to ~~the Programs~~ ~~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 ~~THE BOARD OF EDUCATION OF A MEMBER SCHOOL DISTRICTS~~ ~~WHICH IS PARTY TO THIS AGREEMENT~~

Section ~~1~~

~~5.1~~ ~~Procedures for withdrawal or expulsion of a Member School District from this Agreement and D/WC shall be in accordance with this Agreement.~~ When a Member School District fails to abide by the terms of this Agreement or fails to meet its financial or other obligations as established or assessed pursuant to this Agreement; ~~(1) the Operating Entities may decline to provide the defaulting Member School District with further services or access to the Programs; and/or (2) the other parties to this Agreement~~ ~~D/WC Board~~ may expel ~~the defaulting~~ ~~such a~~ Member School District. The expulsion of the Member School District shall be effective upon approval of a resolution by ~~a majority of the other Member School Districts.~~ ~~two-thirds (2/3) of the members of the D/WC Board.~~ ~~If expulsion of a Member School District occurs, its representatives shall no longer serve on the D/WC Board or any Committee created under this Agreement.~~

Section ~~2~~

~~5.2~~ A Member School District seeking to withdraw from this Agreement ~~and D/WC~~ shall provide written notice thereof to the ~~Operating Entities and the other Member School Districts.~~ ~~D/WC Board.~~ Such written notice must be received by the ~~Operating Entities and the other Member School Districts~~ ~~D/WC Board~~ not later than eighteen (18) months prior to the effective date of withdrawal. Withdrawal shall be effective on July 1 of a fiscal year (i.e., written notice must be received by the ~~Operating Entities and the other Member School Districts~~ ~~D/WC Board~~ by January 1, 202~~5~~~~0~~ for a withdrawal to be effective July 1, 202~~6~~~~+~~). ~~A Member School District withdrawing from this Agreement is responsible for all fees owed to the Operating Entities through the effective date of withdrawal.~~

Section 3

~~A Member School District withdrawing from this Agreement and D/WC shall comply with the applicable provisions 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. The D/WC Board shall calculate a withdrawing Member School District's proportionate share of liabilities owing under this Agreement, if any, within sixty (60) days following the effective date of a withdrawal, and the withdrawn Member School District shall be invoiced therefor. The withdrawn Member School District shall pay D/WC the sum invoiced within thirty (30) days from the date of receipt of the invoice. 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~~

6.Section-1 – Consolidation ~~or Dissolution~~ of Member School Districts

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

6.Section-2 – Dissolution of D/WC

- ~~2.1~~ Dissolution of this Agreement and D/WC may be proposed by any Operating Entity or Member School District ~~commenced~~ by adoption ~~by the D/WC Board~~ of a resolution calling for the dissolution of this Agreement and D/WC ~~approved by two-thirds (2/3) of the Members of the D/WC Board~~. Dissolution shall be effective on July 1 following approval by two-thirds (2/3) of the parties to this Agreement (i.e., Operating Entities and Member School Districts). ~~If dissolution is approved by the requisite number of Member School Districts, a dissolution committee shall be appointed by the Chairperson of the~~

~~D/WC 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 OE obligations shall be paid, if possible, from available working cash or OE funds. If necessary, the sites, facilities or equipment acquired under this Agreement may be liquidated by the D/WC Board to satisfy outstanding obligations incurred under this Agreement. If, after liquidation of assets, there are further liabilities or expenses, the D/WC Board may establish a special assessment to be paid by the Member School Districts. 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 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. 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 – AMENDMENT OF ~~ARTICLES OF AGREEMENT~~

Section 1

~~7.1 Proposed amendments to this Agreement may be recommended by any Operating Entity or Member School District by adopting a resolution setting forth the proposed amendments, to the D/WC Board at any regularly scheduled or special meeting of the Board. Any such resolution shall be forwarded to all other Operating Entities and Member School Districts for consideration.~~

Section 2

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

Section 3

~~7.2 Any amendment approved by two thirds (2/3) of the Members of the D/WC Board and being approved by a majority of the parties to this Agreement (i.e., Operating Entities and Member School Districts) shall become effective on the date that a majority of the parties Member School Districts have approved the aAmendment.~~

Section 4

7.3 The ~~Operating Entities D/WC Board~~ shall provide all Member School Districts with current copies of this Agreement incorporating any and all amendments that have been approved.

ARTICLE ~~VIII~~ – INDEMNIFICATION ~~OF D/WC BOARD~~

~~Each party to this Agreement agrees to indemnify, defend and hold harmless the other parties and their Board(s), Board members, employees, volunteers and agents, against and from any and all liability, damage, claim, demand, judgment, cause of action, cost, expenses (including reasonable attorneys' fees), and losses (collectively "Loss") to the extent the Loss arises out of the acts or omissions of the indemnifying party.~~

~~Each Member School District listed on Addendum A agrees that it is voluntarily entering into this Agreement. It is further agreed that under this Agreement, the current and former members of the D/WC 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.~~

ARTICLE IX – GENERAL PROVISIONS

910.1 The ~~parties Member School Districts~~ agree that this Agreement shall be deemed to supersede all prior agreements regarding the establishment and operation of D/WC, and any amendments thereof.

910.2 This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified only by resolutions approved, signed and dated by the ~~parties D/WC Board and the Member School Districts~~ as provided in this Agreement.

APPENDIX A

| <u>OPERATING ENTITY</u> | <u>PROGRAM(S)</u> |
|-------------------------|--|
| SASED | Deaf and Hard of Hearing Programs (PreK - 8) Visually Impaired Programs (PreK - Transition) Diagnostic and Audiological Services |
| LADSE | Deaf and Hard of Hearing Program (9 - Transition) |
| SASED | Fiscal Trustee/Manager for all of D/WC |

APPENDIX B ADDENDUM A

Member School Districts Participating
in the
DuPage/West Cook Intergovernmental Cooperation Agreement

Cooperative

Member School Districts

Argo, Evergreen, Reavis,
Oak Lawn Special Education
(AERO)

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
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

Cooperative Association for
Special Education
(CASE)

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

LaGrange Area
Special Education
(LADSE)

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
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

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
Bloomington 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
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

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

Other Independent School Districts

| | |
|--------------|---|
| District 80 | Norridge School District 80 |
| District 81 | Schiller Park School District 81 |
| District 86 | Hinsdale Township High School District 86 |
| District 89 | Maywood-Melrose Park-Broadview School District 89 |
| District 90 | River Forest School District 90 |
| District 91 | Forest Park School District 91 |
| District 98 | Berwyn North School District 98 |
| District 99 | Cicero School District 99 |
| District 100 | Berwyn South School District 100 |
| District 123 | Oak Lawn-Hometown School District 123 |
| District 181 | Hinsdale Community Consolidated School District 181 |
| District 201 | J. S. Morton High School District 201 |
| District 401 | Elmwood Park Community Unit School District 401 |

ADDENDUM B

~~SASED~~ — Deaf and Hard of Hearing Programs (PreK—8)
Visually Impaired Programs (PreK—Transition)
Diagnostic and Audiological Services

~~LADSE~~ — Deaf and Hard of Hearing Program (9—Transition)

~~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

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

The following is a list of critical job functions. These can be expanded or limited based upon the recommendations of the D/WC Board. The Coordinator is responsible for providing administrative services for the D/WC 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 of educational services for eligible children who are served in D/WC programs including but not limited to instruction, assessment, and evaluation.

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

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

Provides and informs staff of professional development opportunities.

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

Administrative

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

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 annual budgets in cooperation with OEs.

Monitor all D/WC contracts.

~~Prepare state and federal grants when appropriate.~~

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

~~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.~~