

NDSEC
ARTICLES OF AGREEMENT

**NORTH DUPAGE
SPECIAL EDUCATION COOPERATIVE
JOINT AGREEMENT**

PREFACE

The spirit of the Joint Agreement is one of cooperative planning and effort, directed toward a single objective – the provision of services and facilities for children.

The task of planning and implementing a Joint Agreement involves the creation of an organizational structure that is appropriate for the needs of those it is to serve and for those who are expected to operate within its framework.

It is only natural that any planned changes in organization which involves the relinquishment and transfer of authority, the redefinition of responsibility and changes in working relationships will be the object of questions and concern for citizens, parents, members of Boards of Education, and the professional staff of the schools. These questions and concerns will probably be different for different people and should be raised during the planning stage because a Joint Agreement improperly conceived, poorly planned, or inadequately supervised, may create more problems than it will solve.

With intelligent planning, however, mutually satisfactory solutions can usually be found for problems of an administrative nature. In no case should an administrative solution be detrimental to the education of children. The Board of Education of each public school is vested with the responsibility of educating all children.

A Joint Agreement among several districts with varying resources and differing priorities provides the framework within which all may fulfill that responsibility.

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ARTICLE I - GENERAL

SECTION I NAME OF JOINT AGREEMENT

- A. The name of this organization shall be the North DuPage Special Education Cooperative hereinafter referred to as NDSEC.

SECTION II PURPOSE

- A. The purpose of this organization shall be to organize and coordinate a unified, comprehensive program of Special Education and related services for students with disabilities as authorized by the *Illinois School Code*.

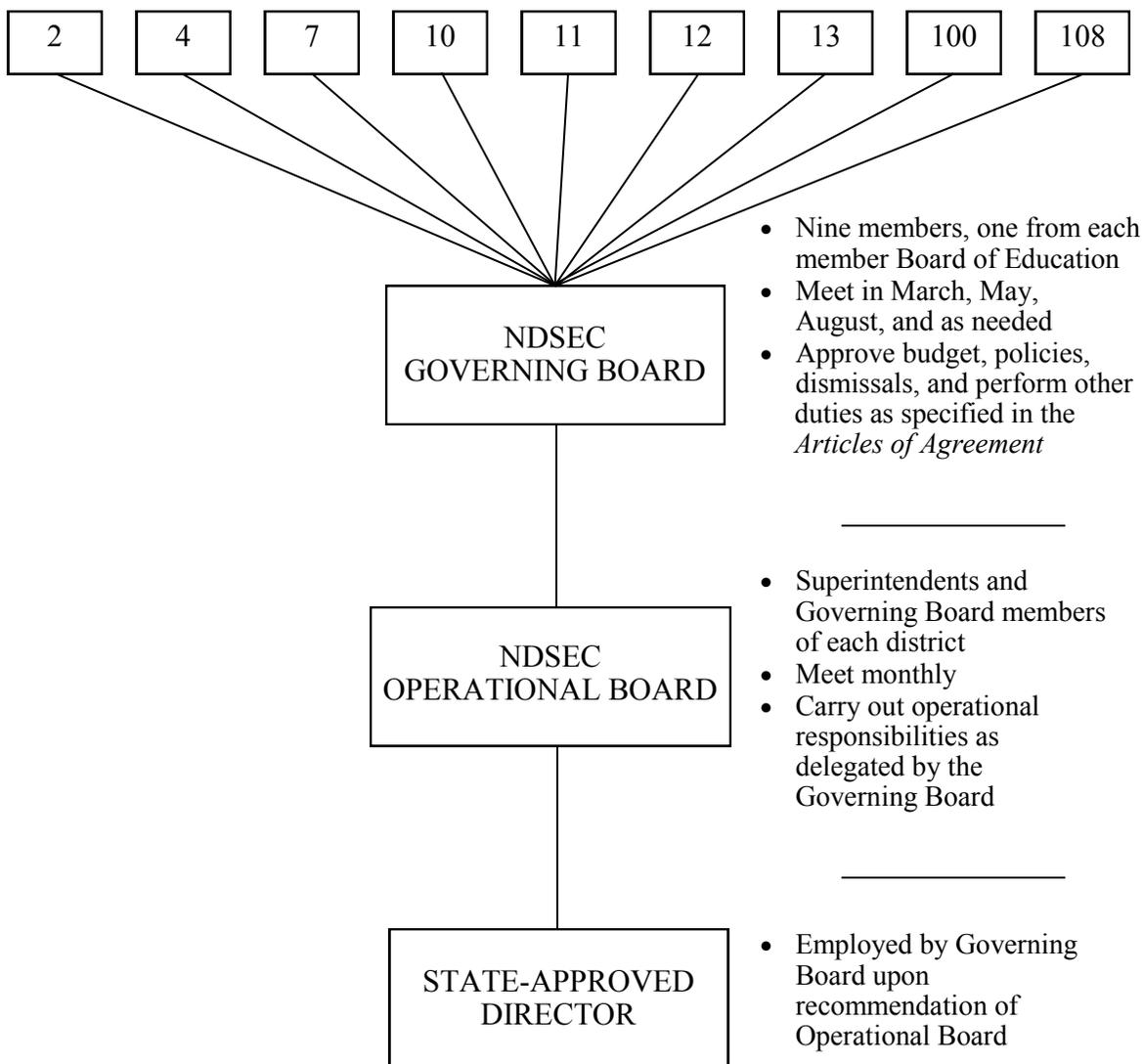
SECTION III MEMBERSHIP

- A. Present Membership - The following DuPage County School Districts are currently members of NDSEC - 2, 4, 7, 10, 11, 12, 13, 100, and 108.
- B. New Membership - Districts who seek membership in NDSEC shall make written application to the Governing Board. Final decision on any such application rests with the Governing Board, and other statutory approvals which may be required at the time.
- C. Membership shall be continuous and member districts are bound hereby from year to year subject to procedures as outlined in Article V of this document.
- D. Members who fail to abide by the terms of these Articles of Agreement may be recommended for involuntary withdrawal.

ARTICLE II—ORGANIZATION AND OPERATION

**NORTH DUPAGE SPECIAL EDUCATION COOPERATIVE
ORGANIZATIONAL CHART**

BOARDS OF EDUCATION - NDSEC MEMBER SCHOOL DISTRICTS



ARTICLE II – ORGANIZATION AND OPERATION (cont'd)

STATEMENT OF GUIDING PRINCIPLES

There shall be a Governing Board of NDSEC composed of a Board of Education member from each member district.

There shall be an Operational Board of NDSEC composed of the Superintendents from each of the member districts.

The Governing Board shall meet regularly to conduct the business functions of the organization as outlined in Article II, Sections I, A-F.

The Operational Board shall meet monthly to conduct other functions as delegated by the Governing Board in accord with Article II, Section II, A-F of this document.

SECTION I THE GOVERNING BOARD

- A. The Governing Board shall be composed of one member of the Board of Education from each of the member districts. Each member district Board of Education shall select a member to represent their district on the NDSEC Governing Board and an alternate member for the NDSEC Governing Board. The alternate member shall exercise all rights and perform all duties, including attending meetings and voting, of the member whenever the member is unable to do so. Method for selection of Governing Board members and alternate members shall be at the discretion of each local Board of Education. Governing Board members' length of terms shall be for two years. To facilitate Board continuity, five member districts shall be appointed for terms ending on odd years, and four member districts shall be appointed for terms ending on even years.

Terms of Board of Education members of Districts 4, 7, 11, 13 and 100 shall end in May of odd-numbered years; terms of Board of Education members of Districts 2, 10, 12 and 108 shall end in May of even-numbered years.

ARTICLE II – ORGANIZATION AND OPERATION (cont'd)

SECTION I THE GOVERNING BOARD (cont'd)

- B. The Governing Board shall seat new members and shall organize each year at the May meeting, electing a Chairperson and Vice Chairperson and appointing a Secretary. It shall also adopt and publish a calendar of meeting dates for the ensuing year.

- C. The Governing Board shall hold its regular meetings in March, May and August, and special meetings may be called at the request of the Chairperson or any four members of the Governing Board.

- D. The duties and responsibilities of the Governing Board shall be as follows:
 - 1. Shall be the final authority for NDSEC and shall conduct the affairs of NDSEC under the statutory authority granted in the *Illinois School Code*.

 - 2. Shall serve as Administrative Agent for NDSEC, acting on behalf of member districts who shall grant such authority by resolution of each member district Board of Education.

 - 3. Shall adopt the annual budget, but may not levy taxes nor authorize incurring of indebtedness which exceeds the annual budget.

 - 4. Shall set policies which govern NDSEC.

 - 5. Shall vote on proposed amendments to these Articles of Agreement.

 - 6. Shall delegate operational responsibilities to the Operational Board to conduct the business of the organization.

ARTICLE II – ORGANIZATION AND OPERATION (cont'd)

SECTION I THE GOVERNING BOARD (cont'd)

7. Shall approve employment and termination of employment of the Director, as well as termination of employment of all other personnel upon recommendation of the Operational Board.
 8. Shall approve establishment of all NDSEC programs and services, upon recommendation of the Operational Board.
 9. Shall consider all other matters placed on the agenda.
- E. A quorum shall be necessary for the Governing Board to conduct business. A quorum shall consist of a majority of the Governing Board members.
- F. All matters to be acted upon by the Governing Board shall be passed by a simple majority vote of members present when the existence of a quorum has been established, unless otherwise stated herein. Each Governing Board member shall have one vote.

SECTION II THE OPERATIONAL BOARD

- A. The Operational Board shall be composed of the Superintendents of the member school districts of NDSEC. Governing Board members may serve as alternate members on the Operational Board in the absence of their district Superintendent. Alternate members shall exercise all rights and perform all duties, including voting, of the member whenever the member is unable to do so.
- B. The Operational Board shall hold monthly regular meetings with the exception of January and July, and shall organize each year at the May meeting. The Chairperson and Vice Chairperson shall be determined by the Order of Succession list adopted by the Operational Board annually at the May meeting. A Secretary and Treasurer will also be appointed at that time. The officers shall assume office immediately. The Operational Board shall adopt and publish a calendar of meeting dates for the ensuing year.

ARTICLE II – ORGANIZATION AND OPERATION (cont'd)

SECTION II THE OPERATIONAL BOARD (cont'd)

- C. A quorum of the Operational Board shall be necessary to conduct business. A quorum shall consist of representation by a majority of the member districts. Each district shall have one vote.
- D. The duties of the Operational Board shall be to carry out the operational responsibilities of NDSEC as delegated by the Governing Board.
- E. All staff members employed by NDSEC shall be recommended by the Director for approval by the Operational Board prior to employment by the Governing Board.
- F. Ad Hoc Committees of the Operational Board may be appointed by the chairperson from time to time as deemed necessary and appropriate by the chairperson.

SECTION III ANNUAL MEETING

- A. An annual meeting will be held each year at which the Director will provide an annual report on the performance of the Cooperative.

SECTION IV ADMINISTRATIVE STRUCTURE

- A. The Joint Agreement shall employ a full-time state-approved Director of Special Education under a one-year or multi-year contract, but the contract shall not be for less than one year.
- B. The Director shall report to the Governing Board and the Operational Board and shall implement all policies adopted by the Governing Board.
- C. The Director shall be present at all meetings of the Governing Board and Operational Board.
- D. The establishment and operation of all special education programs and services within the boundaries of NDSEC shall be under the coordination and educational direction of the Director.
- E. Specific duties and responsibilities of the Director shall be contained in the Director's job description, as approved by the Governing Board.

ARTICLE II – ORGANIZATION AND OPERATION (cont'd)

SECTION V FINANCE

- A. The NDSEC Governing Board shall be fiscally accountable to member districts for all revenues and expenditures of NDSEC, and shall adopt policies and procedures designed to effect such accountability.

- B. The fiscal year of NDSEC shall be July 1st through June 30th of each year.

- C. Adoption of the annual budget for NDSEC shall require passage by the NDSEC Governing Board by September 1 of each fiscal year. Budget adoption by the Governing Board shall require a simple majority vote of members present.

- D. The Governing Board shall adopt policies which attempt to isolate the net cost of all programs and services operated under the scope of responsibility of NDSEC. The process developed shall provide the Operational Board and member district Boards of Education precise cost data regarding local, state and federal impact on the programs and services provided.

- E. Costs shall be assigned to the following categories of expenditures:
 - 1. Program Costs

Includes the costs associated with the operation of each program. Such costs shall be allocated based on the total cost of each program divided by each district's share of the total enrollment days in that program.

 - 2. NDSEC Program Related Service Costs

Includes the costs for related services required by the IEPs of students in NDSEC programs. Such costs shall be allocated based on the total cost of the specific related service used in NDSEC programs divided by each district's share of the total IEP minutes used in NDSEC programs.

ARTICLE II – ORGANIZATION AND OPERATION (cont’d)

SECTION V FINANCE (cont’d)

3. User Fee Costs

Includes staff hired by NDSEC at the request of the member district for district programs. The cost of the staff member(s) will be paid by the requesting district. Such costs are calculated based on the average cost of this staff by category.

4. Intervention Strategies Team (IST) Costs

Includes the costs associated with the Intervention Strategies Team (IST). A portion of the total cost of the IST shall be made part of the professional development budget. The Finance Committee will make an annual recommendation to the Operational Board of what portion shall be made part of the professional development budget for the coming year. The remaining cost of the IST shall be multiplied by each district’s percent of use of the IST to allocate the cost.

5. Overhead Costs

Overhead costs include:

- Central Office Administration
- Administrative Operations and Maintenance
- Other NDSEC positions that provide program support and are approved as overhead costs by the Operational Board, including but not limited to the Private Placement Coordinator, Assistive Technology Coordinator, Certified School Nurse

Such costs shall be allocated by multiplying the total amount of overhead cost by the total percentage each district spends on program, user fee(s), NDSEC program related service and IST costs.

<u>Example</u>			
Overhead (Central Office Admin. + Admin. O&M + NDSEC Program Support Positions)	X	% Each District Spends on Programs + User Fee(s) + NDSEC Program Related Services + IST	= District Overhead Cost

ARTICLE II – ORGANIZATION AND OPERATION (cont'd)

SECTION V **FINANCE** (cont'd)

- F. Billing will be calculated and adjusted as follows:
 - a. Estimated pre bill (June)
 - b. Mid-year adjusted bill (January)
 - c. Final reconciled bill immediately following close of fiscal year (August)

- G. Payments are due August 1, November 1, February 1 and May 1.

- H. All Federal, State, and Local revenues generated by the member districts and NDSEC shall flow to the member districts, with the exception of 5% of IDEA flow through funds or an alternate percentage determined by the Finance Committee for approval by the Operational Board which are obtained by NDSEC from the member districts to meet the professional development requirement of ISBE.

- I. Non-member district fee: Each non-member district will be charged an additional fee on their total bill for use of NDSEC programs and services inclusive of overhead costs. The Finance Committee will make an annual recommendation to the Governing Board of what the non-member district fee should be for the coming year.

- J. **BILLING FORMULA FOR BUILDING AND ROOF REPAIRS**

In excess of the non-member district fees (*see Article II, Section V(I)*) collected in and applied from the supplemental O&M fund, costs for the purchase of NDSEC buildings, as well as building and roof repairs, are allocated to the member school districts using the following formula: 50% of the cost is assessed to member districts based on their 30-day general education enrollment as identified in the most recent fall public school housing report, and 50% is assessed based upon the number of district students attending NDSEC-operated tuition programs as of the previous September 30th.

ARTICLE II – ORGANIZATION AND OPERATION (cont'd)

SECTION V FINANCE (cont'd)

K. MAINSTREAMING FEE – INTER-DISTRICT BILLING

NDSEC prepares the billing on behalf of the member districts for the *Inter-District Mainstreaming Fee*. This fee applies to students attending a NDSEC classroom located in a member district other than their resident district. Districts will be billed a \$400 mainstreaming fee to be applied for full-time students and a \$200 fee for half-time students to be paid directly to the housing district. In the event a housing district's costs exceed the mainstreaming fee, it should be brought to the Finance Committee for consideration.

L. Gifts – All gifts presented on behalf of students with special needs enrolled in NDSEC-operated programs shall:

1. Be approved by the NDSEC Operational Board upon recommendation of the Director with final approval by the Governing Board.
2. Become the property of NDSEC Special Education Cooperative.
3. Be held in trust by the NDSEC Governing Board.

M. Money – Acceptance and use of money gifts presented on behalf of students with special needs enrolled in NDSEC-operated programs shall require approval by the Governing Board if in excess of \$1,000.

ARTICLE III - PROGRAMS

STATEMENT OF GUIDING PRINCIPLES

It is the responsibility of each member district to provide a free appropriate public education to all students with disabilities residing within the district.

When the establishment of local service is not feasible, shared service arrangements may be made through NDSEC.

SECTION I

ARRANGEMENTS FOR PHYSICAL FACILITIES

- A. All jointly operated facilities shall be provided by action of the Operational Board and the Governing Board and shall be suitable for the purpose intended.
- B. Each district shall endeavor to provide suitable physical facilities for all programs operated by the district.
- C. Each district, as a member of the cooperative, will be required to provide one classroom for cooperative use. If additional space were needed, it would be required from districts based on the highest ratio of the total number of all enrolled students in a district, divided by the number of special ed cooperative classes that the district operates. However, member districts would first be asked to volunteer available space. If additional space is not volunteered, a financial incentive will be put in place. Districts that provide more than their proportional share of classroom space will receive compensation from the member district(s) that do not provide their proportional share of classroom space. The compensation will be based on the current room rental fee. The room rental fee will be reviewed by the Finance Committee as needed.
- D. NDSEC shall notify the member districts where it leases classroom space by February 15 of the current school year of its intention to exercise renewal or termination of its classroom space lease agreement with each member district for the coming year. Each member district shall notify NDSEC by March 15 of the current school year in the event the member district intends to reject the renewal request.
- E. It is the responsibility of the Director to make recommendations for the location and number of classrooms required to efficiently and effectively operate NDSEC programs.

ARTICLE III - PROGRAMS (cont'd)

SECTION II

TYPES OF PROGRAMS AND/OR SERVICES

- A. Screening and referral procedures designed to identify students needing service.
 - 1. Member districts, in cooperation with the Director, shall:
 - a. Annually conduct developmental screenings of pre-school students residing within elementary districts.
 - b. Annually screen kindergarten students enrolled in elementary district programs as needed.
 - c. Establish and adopt a policy whereby any student may be referred to a diagnostic team for identification of needed services.

ARTICLE III - PROGRAMS (cont'd)

SECTION II

TYPES OF PROGRAMS AND/OR SERVICES (cont'd)

B. On-Going Services

1. Districts, in cooperation with the Director, shall provide a free appropriate public education for all students with disabilities residing within the district in accordance with all applicable federal and state statutes and rules and regulations governing the operation of special education and related services.
 - a. Each district of NDSEC shall annually prepare a district plan describing projected student enrollment in NDSEC programs plus projected licensed and non-licensed service providers the district desires NDSEC to contract on behalf of the district. Each district plan shall be submitted by March 1 to the Director and the Operational Board, on forms provided by the Director, to ensure that jointly purchased service arrangements can be efficiently determined.
 - b. Each district, in making decisions for the provision of services, shall consider the welfare of other member districts, as part of such decision making.
 - c. The Director shall review all plans submitted by member districts and advise the Operational Board of the needs of its member districts for jointly purchased service arrangements.
 - d. The Operational Board shall annually adopt the staffing plan for services for the forthcoming year and shall recommend final approval of such plan to the Governing Board through the budget approval process.

ARTICLE III - PROGRAMS (cont'd)

SECTION II

TYPES OF PROGRAMS AND/OR SERVICES (cont'd)

- e. The Operational Board is authorized to assess to a member district the increased costs to other NDSEC member districts that directly result from that member district's action to vary from the plan submitted on or before March 1. The formula for the assessment shall be recommended by the Director to the Finance Committee for its recommendation to the Operational Board.

SECTION III

ARRANGEMENTS FOR EMPLOYING STAFF

- A. Member districts shall have the following options for employment of all necessary special education staff:
 - 1. To provide for staff through local employment or by employment through NDSEC. All staff members employed through NDSEC shall require the approval of the Director and the NDSEC Operational Board.
 - 2. Any full-time professional worker employed by the Joint Agreement who spends more than fifty percent (50%) of his/her time in one member school district shall not be required to work a different teaching schedule than other professional workers in the member district.

ARTICLE III - PROGRAMS (cont'd)

SECTION IV

MEMBER DISTRICT SPECIAL EDUCATION PROGRAMS

- A. A NDSEC member district may not allow students from other member districts to access a self-contained special education program operated by the district except in accordance with this Section.
- B. All self-contained programs of member districts that were in existence and included in attendance students from other member districts prior to January 1, 2015, are exempt from the provisions of this Section IV.
- C. Except for programs that may be exempt under subsection B above, and beginning January 1, 2015, a member district that desires to open a new or existing self-contained special education program to students from other member districts shall make a written request to the Operational Board. The request shall include the following information:
 - 1. The description of the proposed special education program
 - 2. The age group(s), grade level(s) and disability category(ies) to be served by the special education program;
 - 3. The location of the special education program;
 - 4. The total number of students to be included in the special education program;
 - 5. The number of students in that member district eligible to participate in the special education program;
 - 6. The number of students from other member districts that would be allowed to participate in the special education program; and
 - 7. Whether NDSEC operates a special education program comparable to the special education program.
- D. The Operational Board shall consider the request and, if necessary, seek additional information from the member district about the member district's special education program. The Operational Board shall make a recommendation to the Governing Board and the Governing Board shall take action to approve or deny the request within ninety (90) calendar days of receipt of the request.

ARTICLE III - PROGRAMS (cont'd)

SECTION IV

MEMBER DISTRICT SPECIAL EDUCATION PROGRAMS (cont'd)

- E. If approval is granted by the Governing Board or if the Governing Board fails to act within ninety (90) calendar days of receipt of the request, the member district may open the self-contained special education program to students from other member districts.
- F. If approval is denied by the Governing Board, the member district shall not allow students from other member districts to access the self-contained special education program.
- G. If a member district allows students from other member districts to access its new self-contained program after approval is denied by the Governing Board, the Operational Board is authorized to assess a fee to any of the member districts involved in sending / accepting non-resident students into the member district's self-contained program. The formula for the assessment shall be recommended by the Director to the Finance Committee for its recommendation to the Operational Board.

SECTION V

INVOLVEMENT OF OTHER COMMUNITY AND/OR STATE AGENCIES

- A. Individual member districts or NDSEC may enter into agreements with other school boards, state universities or other local, state or federal agencies to establish any type of educational program designed to enhance services under this agreement, provided that such agreements are not in violation of the terms of this Joint Agreement and are consistent with prevailing laws and regulations existent at the time.

Such agreements entered into by NDSEC require action of the NDSEC Operational Board.

ARTICLE IV - TRANSPORTATION

STATEMENT OF GUIDING PRINCIPLES

NDSEC shall arrange for transportation of all students with disabilities residing within the cooperative upon request of member districts.

SECTION I DESIGNATION OF RESPONSIBILITY

- A. NDSEC shall organize, direct and supervise the transportation for students who qualify for and require special education transportation services.

- B. All contractual arrangements required for operating or securing transportation service shall require approval by the NDSEC Operational Board.

SECTION II FINANCIAL CONSIDERATIONS

- A. NDSEC shall review all transportation bills prior to payment by member districts to any contracted carrier(s).

ARTICLE V - OBLIGATIONS OF MEMBERSHIP

STATEMENT OF GUIDING PRINCIPLES

Membership in NDSEC means that the school district is committed to providing a free appropriate public education to all eligible students. Also, the district is a willing partner in providing necessary services to all children within the cooperative.

SECTION I MEMBER DISTRICT COMMITMENT

- A. Each member district expressly agrees:
1. To work cooperatively through NDSEC and its governing structure, pledging to accept the minimum standards, policies, procedures, and guidelines adopted by the Governing Board of NDSEC.
 2. To meet its financial commitments in a timely manner within guidelines established by the Governing Board and in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1. et seq.).
 3. To cooperate with all monitoring activities implemented by the Governing Board and accept such sanctions as imposed by the Governing Board.
 4. To make self-contained special education programs operated by the district accessible to other member districts of NDSEC only in accordance with the terms and conditions established by the Governing Board.
 5. To pay the fee assessed by the Operational Board if the member district accepts one or more students from other member districts in a district-operated self-contained special education program without the approval of the Governing Board, or sends one or more students to another member district's self-contained special education program for which approval was denied by the Governing Board.
 6. To adhere to the procedures and practices established by the Governing Board regarding billing, grants, preapproval and claim forms, and any other items related to special education as outlined in this Joint Agreement.

ARTICLE V - OBLIGATIONS OF MEMBERSHIP (cont'd)

SECTION II MINIMUM STANDARDS (GENERAL)

- A. Each member district shall annually conduct public awareness and, where appropriate, child screening activities designed to help the district identify and service children within the district who have a disability.

- B. Each member district will develop and provide an interdisciplinary review and discussion team, such as an RtI or multi-tiered system of supports (MTSS) team, to serve each building. This team will:
 - 1. Meet regularly
 - 2. Keep records
 - 3. Be accessible to all licensed staff working in the building
 - 4. Have available to it such services and input of licensed staff most responsible for the referred student's education, resource special educators serving the building, school psychologist, school nurse, school social worker, and the principal or designee
 - 5. Be responsible to the building principal or designee

- C. Each member district will have school psychologists and school social workers sufficient to meet the needs of the district special education programs.

- D. Each member district will provide licensed, registered and educational support personnel adequate to meet the needs of the projected incidence and eligible students enrolled in the building.

ARTICLE V - OBLIGATIONS OF MEMBERSHIP (cont'd)

SECTION II **MINIMUM STANDARDS (GENERAL)** (cont'd)

- E. NDSEC programs and services are under the coordination and education direction of the Director. Each member district will follow all cooperative-wide and/or regional policies and procedures and will ensure that they adhere to the following minimum standards:
 - 1. District information relative to special education programs and services is shared with NDSEC upon request.
 - 2. Districts will follow the guidelines, interpretations, and procedural forms and/or format that have been adopted for NDSEC programs.
 - 3. Supervisory personnel shall provide consultation to and coordination of special education programs and services at a ratio of 1.0 FTE properly licensed supervisory staff to each 25/30 licensed special educators.

- F. Each member district and NDSEC personnel will follow the Multidisciplinary Conference/Individual Education Plan Checklist for all students considered for resource or self contained (intensive) specialized programming. The degree/depth/intensity of the data gathered for each component will be done in the most efficient manner possible. Endorsement of data obtained from others is encouraged when deemed current and factual by the designated team member responsible for the component.

- G. Each member district and NDSEC personnel will follow the procedures developed for NDSEC when a related service is delivered to a student on a continuing basis. Related services will be interpreted to include: speech therapy, social work services, school psychologist services, nursing services, occupational or physical therapy, adaptive physical education, special transportation, individual aides, and/or other such related services.

**ARTICLE VI - ACCESSION/WITHDRAWAL/DISSOLUTION/
INVOLUNTARY WITHDRAWAL**

SECTION I

ACCESSION TO NDSEC

- A. Accession shall be by written agreement between the accessor public school district and NDSEC; said agreement shall include the requirement that the accessor district pay an accession fee. The accession fee shall be paid in five (5) equal annual installments and shall be determined by the application of the following formula:

$$\frac{\text{Market Value of NDSEC Net Assets}}{\text{Current Student Population of Member Districts} + \text{Current Student Population of Acceding District}} \times \text{Current Student Population of Acceding District}$$

Example:

- a. If the most recent market value of NDSEC's net assets is \$1,300,000; and
- b. The current student population of member districts is 11,000; and
- c. The current student population of the acceding district is 4,000:

The calculation is:

$$\text{\$1,300,000 divided by (11,000 + 4,000) = \$86.67}$$

$$\text{\$86.67 X 4,000 = \$346,680}$$

- B. The accession fee paid to NDSEC by the accessor district shall be distributed upon receipt to the member districts existing prior to accession. Each district's share shall be determined by its percentage of total program and services costs (i.e., program, NDSEC program related service, user fee, IST, and overhead costs) at the time the accession fee is received.

**ARTICLE VI - ACCESSION/WITHDRAWAL/DISSOLUTION/
INVOLUNTARY WITHDRAWAL (cont'd)**

SECTION II

VOLUNTARY WITHDRAWAL

- A. In General. Procedures for the withdrawal of a member board of education from the Joint Agreement will be in accordance with the *Illinois School Code* (See Sections 5/10-22.31 and 5/7-6) and consistent with the requirements and rules adopted by the Illinois State Board of Education.

- B. Procedures.
 - 1. Initiation of Withdrawal Process. A member board that seeks to withdraw from the Joint Agreement shall adopt a written resolution approving its withdrawal. Such written resolution shall state the proposed effective date of the withdrawal, the specific reason(s) for withdrawal, the benefits of withdrawal to the withdrawing board and its students, and the projected financial and educational impact of the proposed withdrawal upon the Joint Agreement and the remaining member districts and their students. Within thirty (30) days after adopting the written resolution, and no later than eighteen (18) months prior to the proposed effective date of withdrawal, a member board seeking withdrawal shall present such written resolution and a petition to withdraw to the Chairpersons of the Joint Agreement Operational and Governing Boards, the Joint Agreement Director, and the Superintendents of Schools for the remaining member districts by certified mail, return receipt requested, or personal delivery with receipt.

**ARTICLE VI - ACCESSION/WITHDRAWAL/DISSOLUTION/
INVOLUNTARY WITHDRAWAL (cont'd)**

SECTION II

VOLUNTARY WITHDRAWAL (cont'd)

2. Member Boards Concur. If all Joint Agreement member boards adopt written concurring resolutions agreeing to the proposed withdrawal, the withdrawing member board need not file a petition with the regional board of school trustees seeking approval of the proposed withdrawal. Withdrawal will be effective on July 1 of the school year as proposed by the withdrawing member board in accordance with these Articles of Joint Agreement. If all of the member boards adopt concurring resolutions, the withdrawing member board shall provide written notice of the approved withdrawal to the Illinois State Board of Education.

3. Member Boards Do Not Concur. If the Joint Agreement member boards do not adopt written concurring resolutions agreeing to the proposed withdrawal within one (1) year following the adoption of its written resolution approving withdrawal, the member board seeking withdrawal must file its petition with the regional board of school trustees seeking approval of the proposed withdrawal. Such petition shall be filed no later than fourteen (14) months following the member board's adoption of its written resolution approving withdrawal. Approval of the petition filed with the regional board of school trustees shall be in accordance with the applicable provisions of the *Illinois School Code* governing such matters at the time that the petition is filed. In the event that the member board seeking withdrawal fails to file its petition with the regional board of school trustees within fourteen (14) months following adoption of its written resolution approving withdrawal, the member board seeking withdrawal shall reinitiate the withdrawal process under Section II(B)1 above.

**ARTICLE VI - ACCESSION/WITHDRAWAL/DISSOLUTION/
INVOLUNTARY WITHDRAWAL (cont'd)**

SECTION II

VOLUNTARY WITHDRAWAL (cont'd)

4. Disposition of Assets and Liabilities. Except as may be otherwise provided in these Articles of Agreement, and as a condition of withdrawal, a member board seeking withdrawal shall be deemed to irrevocably waive any interest in the assets of the Joint Agreement, including but not limited to real property, buildings, equipment and materials, and funds, provided, however, that the Joint Agreement shall return to the withdrawing member board any unspent Federal IDEA Part B Funds generated by students in the withdrawing member district (i.e., “carryover”). The member board seeking withdrawal shall remain liable for its share of any Joint Agreement 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 retirements, including employer contributions or other payments to the Illinois Teachers’ Retirement System or the Illinois Municipal Retirement Fund; and the contractual continued service of certificated staff employed for joint agreement 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 Agreement or by law, the withdrawing member board’s share of Joint Agreement liabilities shall be determined based on the withdrawing member board’s district 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.

**ARTICLE VI - ACCESSION/WITHDRAWAL/DISSOLUTION/
INVOLUNTARY WITHDRAWAL (cont'd)**

SECTION III DISSOLUTION

- A. The Joint Agreement may be dissolved by the approval of a written resolution by all of the member boards of education. For dissolution to take effect, all such resolutions must be adopted within a twelve-month period. Dissolution will be effective on July 1 following the approval of a written resolution by all of the member boards, or on such other July 1 as all of the member boards' resolutions authorize. In the event of dissolution, and subject to Section III B and C below, the Joint Agreement's assets will be liquidated and the net proceeds thereof, after satisfaction of liabilities, distributed to the boards of education that were members of the Joint Agreement on the date when the last member board approved the written resolution for dissolution.

- B. If and when a public school district joins NDSEC, the amount of the year-end cash balance of the fiscal year prior to accession will be earmarked for distribution in the event of dissolution to NDSEC member districts existing prior to accession. The distribution to each existing member district shall be calculated using the following formula: 50% of the cash balance will be allocated based their 30-day general education enrollment as identified in the last fall public school housing report for each member district prior to the effective date of accession and 50% of the cash balance will be allocated based upon the number of district students attending NDSEC-operated tuition programs as of the September 30th preceding accession.

- C. Upon dissolution, the Joint Agreement shall return to each then-current member board any unspent Federal IDEA Part B Funds generated by students in each school district (i.e., carryover). The distribution to each member district of the remaining assets shall be calculated using the following formula: 50% of the cash balance will be allocated based on their 30-day general education enrollment as identified in the last fall public school housing report for each member district prior to the effective date of dissolution and 50% of the cash balance will be allocated based upon the number of district students attending NDSEC-operated tuition programs as of the September 30th preceding dissolution.

**ARTICLE VI - ACCESSION/WITHDRAWAL/DISSOLUTION/
INVOLUNTARY WITHDRAWAL (cont'd)**

SECTION IV INVOLUNTARY WITHDRAWAL

- A. If any member district of NDSEC refuses to comply with the provisions of this agreement, or fails to provide the services to children with disabilities as jointly agreed upon by action of the NDSEC Operational Board and the NDSEC Governing Board, or fails to make properly authorized payment to NDSEC, such district may be removed from membership in the NDSEC organization as follows:
1. Upon approval of a simple majority vote of the NDSEC Governing Board, a written resolution shall be forwarded to the district in question, specifying in detail the items which the NDSEC Governing Board deems sufficient cause to justify removal of the district from NDSEC. The notification shall specify the period of time in which such items are to be corrected or appropriate corrective steps are to be taken.
 2. Should the district fail to take steps to the satisfaction of the NDSEC Governing Board within the specified time, the NDSEC Governing Board shall call a special meeting at which time the matter shall be brought before the NDSEC Governing Board for hearing and action. At least ten (10) days written prior notice, by certified mail, of the time and place of such hearing shall be given to the member district Board of Education alleged to be in violation of this agreement. The member district in question shall be permitted to appear before the Governing Board to defend its position as to why it should not be removed from membership.
 3. A two-thirds (2/3) majority vote of the members of the Governing Board shall be required to terminate the membership of a district or to restore it to full membership in NDSEC. A member board that is expelled from the Joint Agreement shall be deemed to irrevocably waive any interest in the assets of the Joint Agreement, including but not limited to real property, buildings, equipment and materials, and funds, provided, however, that the Joint Agreement shall return to the expelled member board any unspent Federal IDEA Part B Funds generated by students in the withdrawing member district (i.e., “carryover”).

Such member board shall remain liable for its share of any Joint Agreement liabilities that arose or accrued before effective date of expulsion as determined under subsection II(B)4 above in the case of a member board's withdrawal. Termination of membership shall become effective no later than July 1 following the date of action by the NDSEC Governing Board.

ARTICLE VII - PROVISIONS FOR AMENDMENTS

SECTION I

AMENDMENT PROCEDURES

- A. A proposed amendment to this Joint Agreement may be submitted in writing by any member of the Cooperative to the Secretaries of the Governing Board and Operational Board, and the Director.
- B. All proposed amendments will be presented to the appropriate NDSEC standing committee (Finance, Policy, or Facility) within fourteen (14) days of submission.
- C. The Director shall provide the proposed amendment to members of the Governing Board and the Operational Board.
- D. Within sixty (60) days of submission, the Operational Board shall consider the proposed amendment, and may, in its discretion, make one or more recommendations to the Governing Board regarding the proposed amendment.
- E. The Governing Board shall consider the proposed amendment following receipt of the recommendation(s) of the Operational Board, if any, but not later than one hundred twenty (120) days following submission of the proposed amendment.
- F. If a majority of the Governing Board members present approve a proposed amendment, the proposed amendment shall be forwarded to the Board of Education of each member district of NDSEC for ratification.
- G. A proposed amendment shall become effective upon its ratification by two-thirds (2/3) of the member districts' Boards of Education.
- H. The ratification of a proposed amendment by a member district Board of Education shall be verified to the Governing Board by written notification from the member district Superintendent to the Secretary of the Governing Board.

ARTICLE VIII - EFFECTIVE DATE

The Joint Agreement establishing the North DuPage Special Education Cooperative was adopted on January 9, 1995, and became effective July 1, 1995.

An amended joint agreement became effective July 1, 1997.

A revised joint agreement was adopted on March 8, 2010, and became effective April 14, 2010.

Amendments to the joint agreement were approved on February 14, 2011, and became effective February 28, 2011.

Revisions to the joint agreement were approved on August 8, 2011, and became effective August 24, 2011.

Amendments to the joint agreement were approved on June 11, 2012, and became effective June 25, 2012.

Amendments to the joint agreement were approved on September 8, 2014, and became effective September 29, 2014.

Amendments to the joint agreement were approved on October 20, 2014, and became effective November 12, 2014.

Amendments to the joint agreement were approved on May 11, 2015, and became effective July 1, 2015.

Amendments to the joint agreement were approved on March 21, 2016, and became effective April 25, 2016.

Amendments to the joint agreement were approved on March 18, 2019, and became effective April 24, 2019.