

JOINT AGREEMENT OF THE
NPT SPECIAL EDUCATION COOPERATIVE

July 1, 2019

Amended December 16, 2020, Effective July 1, 2021

August 22 2023, Effective January 1, 2024

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

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.

- 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

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. **However, a member district will be entitled to a refund of the original start-up funds provided to NPT SPECIAL EDUCATION COOPERATIVE on July 1, 2019.** 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. **A withdrawn member district shall, within 12 months after withdrawal, remit payment to the joint agreement for its proportional share of any debt or liabilities incurred by the joint agreement prior to the member district's notice of withdrawal.**

f) The joint agreement shall present its annual fiscal year budget and the calculation of members and usage fees to all member districts within 60 days of the annual audit.

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.

- 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

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 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 ($\frac{2}{3}$) 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.

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.

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.