

ARTICLES OF AGREEMENT
THE LA GRANGE AREA DEPARTMENT OF SPECIAL EDUCATION

I. Definition

The LaGrange Area Department of Special Education (hereafter referred as “LADSE” or the “Cooperative”) is a joint agreement special education cooperative formed by fifteen school districts in East DuPage and West Cook Counties. The member school districts are:

DuPage County

Butler School District 53
Darien School District 61
Gower School District 62

Cook County

Westchester School District 92 1/2
Komarek School District 94
Brookfield-La Grange Park District 95
Riverside School District 96
Western Springs School District 101
La Grange North School District 102
Lyons School District 103
LaGrange South School District 105
La Grange Highlands School District 106
Pleasantdale School District 107
Lyons Township High School District 204
Riverside Brookfield Township High School District 208

II. Purpose

LADSE shall be a special education joint agreement organized to assist member school districts to develop and monitor appropriate educational programs for students with disabilities. The Cooperative’s chief executive officer and governing board, hereafter referred to as the Directing Board, shall assure the provision and delivery of all special education programs and services in a manner that will be consistent with the Illinois School Code and with the requirements and rules adopted by the Illinois State Board of Education. In addition, the Cooperative shall exercise all responsibilities of joint educational cooperatives as set forth in Chapter 10-22.31a of the Illinois School Code. Specific objectives for the Cooperative shall include, but not be limited to:

- Providing vision-driven leadership in educating diverse learners;
- Offering a continuum of quality programs and services that results in positive student outcomes and successful transitions to adult life;
- Offering high-quality and timely professional development to LADSE and district staff;
- Managing available fiscal and personnel resources to ensure the highest value for all concerned.

III. Membership

Membership shall include and be limited to those school districts identified in Section I of this document.

A non-member public school district may petition the Cooperative in writing to the Chairman of the Cooperative Directing Board. The petitioning school district shall be invited to join the Cooperative upon satisfaction of the following conditions: (a) approval by the Directing Board; (b) agreement, in writing, by the petitioning school district to abide by all Cooperative policies

and procedures; (c) payment of current year's annual assessment as a Cooperative member district; and (d) approval of the school district's petition for membership by the Regional County Board of Trustees and the Illinois State Board of Education adhering to procedures set forth in the Illinois School Code.

IV. Withdrawal

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

A. Initiation of Withdrawal Process

Membership in LADSE shall be continuous, and member districts shall be bound from year to year, unless a member district notifies, in writing, the Director and Chairman of the Directing Board of said district's intention to withdraw from the Cooperative. Such written notification of intent to withdraw shall be made one year prior to the requested effective date of withdrawal. After such notice has been provided and received by the Director and the Directing Board, the board of education of a member district seeking to withdraw from the Cooperative 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 Cooperative and the remaining member districts and their students. Within thirty days after adopting the written resolution, and no later than twelve months prior to the proposed effective date of withdrawal, a member district seeking withdrawal shall present such written resolution and a petition to withdraw to the Chairman of the Cooperative Directing Board, the Cooperative Chief Executive Officer, and the Superintendents of Schools for the remaining member districts by certified mail, return receipt requested, or personal delivery with receipt.

B. Member Districts Concur

If all Cooperative member districts' boards of education adopt written concurring resolutions agreeing to the proposed withdrawal, the withdrawing member district need not file a petition with the regional board of school trustees seeking approval of the proposed withdrawal. Upon adoption by school board written resolution of all of the remaining member school districts' boards of education, the withdrawing member district shall be withdrawn from the Cooperative effective the following July 1 and shall notify the Illinois State Board of Education of the approved withdrawal in writing.

C. Member Districts Do Not Concur

If all of the remaining member districts do not adopt written concurring resolutions agreeing to the proposed withdrawal within six months following the adoption of its written resolution approving withdrawal, the member district seeking withdrawal must file its petition for withdrawal with the Regional Board(s) of School Trustees, and must follow the provisions of Article 10-22.31 of the Illinois School Code during the withdrawal process. Such petition must be filed no later than eight months following the member district board's adoption of its written resolution approving withdrawal. In the event that the Regional Board of School Trustees is abolished, the member district seeking withdrawal shall forward its petition to the school boards of those districts that fall under the oversight or governance of the abolished regional board of school trustees in accordance with rules adopted by the Illinois State Board of Education. Withdrawal shall be effective on July 1 after approval of the withdrawal becomes final, or as may be otherwise provided under the Illinois School Code. In the event that the member district seeking withdrawal fails to file its petition with the regional board(s) of school trustees or boards of education, as may be applicable, within eight months following adoption of its written

resolution approving withdrawal, the member district seeking withdrawal shall reinstate the withdrawal process as set forth above in Section IV.A.

D. Disposition of Property

Except as may be otherwise provided in these Articles of Agreement, and as a condition of withdrawal, a member district seeking withdrawal shall be deemed to irrevocably waive any interest in the assets of the Cooperative, including but not limited to real property, buildings, equipment and materials, and funds. This waiver shall not apply to unspent or "carryover" IDEA Part B funds generated by students in the withdrawing district; such funds shall be returned to the member district upon withdrawal.

The member district seeking withdrawal shall remain liable for its share of any Cooperative liabilities that arose or accrued before the effective date of withdrawal. Such liabilities shall include, but not be limited to:

1. notes, bonds, and debt certificates;
2. the contractual continued service of certificated staff employed for Cooperative programs as determined pursuant to Sections 14-9.01, 24-11, and 24-12 of the Illinois School Code;
3. retirement incentives and other costs related to staff requirements, including employer contributions or other Municipal Retirement Fund. The member district seeking withdrawal shall remain liable for its share of any cooperative liabilities arising out of retirement of staff for a period of five (5) years after the date of notice of intent to withdrawal.

Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member district's share of Joint Agreement liabilities shall be determined based on the withdrawing member district's enrollment as a percentage of the total current enrollment of all member districts as identified in the last fall public school housing report for each member district prior to the effective date of withdrawal.

Upon notice of intended withdrawal, the withdrawing member shall be solely responsible for all costs associated with any due process hearing filed on behalf of a student residing in the attendance boundaries of the withdrawing member. In addition, the withdrawing member shall be solely responsible for all costs associated with any due process judgments awarded to students who reside within its attendance boundaries.

E. Involuntary Withdrawal

The Directing Board may initiate, by direction to the Administrative District, termination proceedings against any member district for non-payment of fees or significant deviation from policies contained in this Joint Agreement. In taking this action, the Administrative District shall notify the district for which it is proposing termination by January 1. Termination of membership shall become effective on June 30 providing that all requirements of Section 10-22.31 of the School Code have been met. In the event of termination of a district, such a district shall be compensated by a division of assets in accordance with Section IV.D. above and with Section 11C-1 (*et seq.*) of the Illinois School Code.

V. Disposition of Property in the Event of Dissolution of the Cooperative

The Cooperative may be dissolved by the approval of a written resolution by all of the member school districts' 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' resolutions, or on such other July 1 as all of the member district boards' resolutions authorize. In the event of dissolution, the

Cooperative'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 Cooperative on the date when the last member district approved the written resolution for dissolution. The distribution to each member district shall be based on its 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 dissolution. Title to the LADSE Central Office Facility will be transferred to the landowner, Lyons Township High School District 204, for its exclusive use and benefit.

VI. Directing Board

There shall be a Cooperative governing board (Directing Board). The Superintendent of Schools of each member school district shall serve as a member of the Directing Board. Each Directing Board member shall have voting privileges on all actions taken by the Directing Board. Each member of the Directing Board shall have one vote.

The LADSE Directing Board will meet at least once every quarter, and will have the following duties, responsibilities and authorities:

1. To approve the annual budget;
2. To approve and amend overall policies;
3. To review program evaluations;
4. To elect a chair and a vice-chair of the Directing Board;
5. To consider and approve any other matters which the Executive Director recommends for review or approval.

Approval of motions shall be by quorum. A quorum shall consist of eight members of the Directing Board.

In accordance with the Illinois School Code, a Cooperative member school district shall be designated as the Administrative District for the Cooperative. The Administrative District Board of Education shall act upon legal matters pertaining to the Cooperative as recommended by the Directing Board.

VII. Executive Officer

The Executive Director shall serve as the chief executive officer of the Cooperative. The chief executive officer of the Cooperative shall be eligible for approval by the Illinois State Board of Education to serve as the State-Approved Director of Special Education for each Cooperative member school district. In this capacity as the executive officer of the Cooperative and State-Approved Director of Special Education, the Director's authorities and responsibilities shall include:

1. The supervision, approval, monitoring and establishment of LADSE special education programs and services;
2. The recommendation of LADSE professional and support staff for employment, transfer, termination and tenure;
3. The development and presentation of the LADSE annual budget to the Directing Board for approval;
4. The recommendation of changes in, or amendments to, the LADSE Policy Manual;
5. The submission to the Administrative School District of the Joint Agreement Directing Board actions as required by Illinois School Code.
6. The jurisdiction in all other matters relating to the operation and administration of LADSE.

VIII. Programs and Services

A. Housing

1. Housing for LADSE Central Office staff will be provided by LADSE.
2. Housing for LADSE staff working in the member districts shall be provided by the member districts.
3. Housing for LADSE multi-district programs shall be provided by the member districts in district school buildings.

B. Transportation

1. Securing a transportation company for the member districts and monitoring fiscal and routing concerns is the responsibility of LADSE.
2. Transportation for special education students between their homes and their schools of attendance is the financial responsibility of the districts.

C. Special Education Services

1. The Directing Board shall be responsible for approving policies that assure the development and implementation of appropriate special education programs and services for eligible students with disabilities.

IX. Professional Worker/Employee Handbook

Any full-time professional worker who is employed by the Cooperative and spends over 50% of his or her time in one member school district shall not be required to work a different teaching schedule than the other professional workers in that member district.

LADSE shall provide an employee handbook to all certified and non-certified staff employed. Such handbook shall be reviewed every two years and shall be approved by the Directing Board after each review.

X. Finance

The LADSE Directing Board shall have the authority to establish fiscal policies and procedures which will be binding on all member districts. Such fiscal policies shall include, but not be limited to:

1. Annual assessments to member districts (such assessments are to be based on district general education enrollment as of September 30 of the prior school year);
2. Special assessments;
3. Tuition formulas and purchased service rates;
4. Bidding procedures and contractual agreements.

XI. Amendments to Articles of Agreement

Amendments may be proposed by the Executive Director, or any member of the Directing Board. Amendments will be presented first for an initial reading. Upon the second reading, Amendments may be approved initially by quorum (eight members) of the Directing Board. After this initial approval, Amendments will be presented to the Boards of Education of the member districts and shall be deemed effective upon quorum (eight districts) ratification by member districts Boards of Education.

The Articles of Agreement shall be reviewed every 3 years. Such review shall be completed by July 1. Amending the Articles of Agreement under the process described above shall be deemed a review under this provision; accordingly, no further review shall be required until 2 years after such amendment takes place.

- XII. **Effective Date.** The effective date of this agreement shall be the date on which -eight of the Districts have ratified the committee's amendments. This agreement shall supersede any others previously approved.

Now, Be it Resolved by the Board of Education of School District Pleasantdale 107 of Cook

County that the Articles of Agreement for the La Grange Area Department of Special Education are

Adopted this 17th day of June, 2015.

School Board President

School Board Secretary

School District Superintendent