

JOINT AGREEMENT OF THE
NPT SPECIAL EDUCATION COOPERATIVE

July 1, 2019

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

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

PURPOSE

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

ARTICLE I - TERMS OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE II - DEFINITION OF TERMS

2.1 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.

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

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

ARTICLE III - MEMBER DISTRICTS

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

3.2 Any School District not presently a member of this Joint Agreement as listed in Section 3.3 may, upon submission of a proper resolution by the Board of Education, apply for membership in this Joint Agreement. Upon approval of a majority of all Member Districts of the NPT SPECIAL EDUCATION COOPERATIVE, the application shall be considered adopted and membership shall take effect on July 1 of the following fiscal year.

To be eligible for membership, a School District shall not be a part of or shall have successfully detached from, any other special education joint agreement district. Such a district making application for membership shall present evidence of the existence of no fiscal or legal obligations pursuant to Section 10-22.31 of the School Code of Illinois.

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

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

3.4. In the event two (2) or more of the Member Districts listed in Section 3.3 form one (1) district, as a result of consolidation, annexation or other form of reorganization, the new or resulting district shall become a member of this Joint Agreement without further action of the Board of Education. In the event one or more of the Member Districts listed in Section 3.3 combine with one or more public school districts which are not Member Districts by consolidation, annexation or other form of reorganization, the new or resulting district may become a member of the Joint Agreement pursuant to Section 3.2.

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

a) Notice: A member district wishing to voluntarily withdraw from NPT SPECIAL EDUCATION COOPERATIVE must provide written notice no later than twelve (12) months prior to the requested effective date of withdrawal to the Executive Board of its intent to file a petition to withdraw. Said notice must be accompanied by a written resolution from the Member District's Board of Education approving the withdrawal.

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

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

d) Should the petition not be approved by each Member District, and within ten (10) days of the expiration of the sixty (60) day period described Paragraph 3.5(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 3.5(c) or 3.5(d), the withdrawing Member Districts share of the assets of NPT SPECIAL EDUCATION COOPERATIVE shall be forfeited to NPT SPECIAL EDUCATION COOPERATIVE, with the sole exception of any unspent Federal IDEA Part B funds generated by students in the withdrawing district. The former Member District shall be entitled to no interest of any nature in the assets of NPT SPECIAL EDUCATION COOPERATIVE, nor reimbursement therefor, but shall continue to be liable for all its obligations whether due on the date of withdrawal or accruing thereafter. Furthermore, the former Member District shall maintain its obligation to pay its proportionate share of the principal and interest on any bonds and notes as required by 105 ILCS 5/10-22.31, notwithstanding the district's withdrawal from membership. Any unspent Federal IDEA Part B Funds generated by students of the withdrawing Member District shall be returned to that Member District upon withdrawal.

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

1. Collecting its assets
2. Liquidating and/or disposing of its assets.
3. Discharging or making provision for discharging its liabilities.
4. Distributing its remaining assets on a pro-rata basis among the Member Districts based upon any formula developed and adopted by the Executive Board, and applicable state statutes and regulations. In the absence of a formula developed and adopted by the Executive Board, assets shall be divided pro-rata among the Member Districts in the same ratio that total student enrollment of all member districts bears to the student enrollment of each member district. Total Student Enrollment shall be the December enrollment of the school year prior to the effective date of dissolution. Of the assets to be distributed, any unspent Federal IDEA Part B Funds generated by students of a specific Member District shall be returned to that member district specifically and not distributed on a pro-rata basis.
5. Causing the honorable dismissal, or otherwise terminating or transferring the employment of NPT SPECIAL EDUCATION COOPERATIVE employees.

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

ARTICLE IV - EXECUTIVE Board

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

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

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

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

4.5 Each member as defined in Section 4.1 of this document shall be entitled to one (1) vote on the Executive Board.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

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

4.11 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 Administrative District.

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 Administrative District.

d) The Executive Board shall consider and recommend to the Administrative District the approval of job descriptions and salaries for all central office employees and the Director of NPT SPECIAL EDUCATION COOPERATIVE.

e) The Executive Board shall consider and make recommendations to the Administrative District concerning the employment or discharge of all NPT SPECIAL EDUCATION COOPERATIVE personnel.

f) The Executive Board shall approve the minutes of its meetings.

g) The Executive Board shall consider the Director's recommendations and shall recommend to the Administrative District the employment of personnel who are filling job vacancies.

h) The Executive Board shall recommend to the Administrative District the continuation, alteration and continuation, or discontinuation of all contractual services that are within the limits of the budget.

ARTICLE V - ADMINISTRATIVE DISTRICT

5.1 Taylorville C.U.S.D. #3 will serve as the fiscal and legal agent for the NPT SPECIAL EDUCATION COOPERATIVE.

5.2 Said Administrative District shall act as fiscal and legal agent for the Member Districts, and in that capacity, shall lay off and discharge personnel and administer this Agreement unless otherwise provided herein.

- 5.3 The Administrative District shall seek the advice of the Executive Board on matters pertaining to employment and budget as provided for in this Joint Agreement.
- 5.4 The Administrative District shall:
- a. Ratify any and all actions recommended by the Executive Board.
 - b. Take any action which can only be approved by the Administrative District consistent with the recommendation of the Executive Board and this Joint Agreement.

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 employed by the Executive 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.

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

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

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

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

ARTICLE VII -PERSONNEL

7.1 Dismissal of certified personnel shall be effectuated consistently with the Illinois School Code and any applicable collective bargaining agreement.

7.2 Dismissal of non-certified personnel shall require the adoption of a resolution of dismissal by a majority of Executive Board Members in attendance at a meeting.

7.3 Reductions in force of professional, certificated employees shall be done in a manner consistent with the School Code of Illinois and any applicable collective bargaining agreement.

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

ARTICLE VIII - BUDGET

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

8.2 The budget shall be presented to the Executive Board which shall approve or revise and approve said budget. It shall then be recommended to the Board of Education acting as the Fiscal Agent, which shall adopt or revise and adopt the budget by September 30th of the current fiscal year.

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

ARTICLE IX - ADMINISTRATIVE COSTS

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

ARTICLE X - OUT OF DISTRICT TUITION

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

ARTICLE XI -AMENDMENTS

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

- a) Proposed amendments to these Articles may be submitted to the Executive Board at any time by a Member District or by the Executive Board.
- b) Any proposed amendment shall be approved by a two-thirds (2/3) majority of the Executive Board as well as a two-thirds (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.