

NORTHWEST SUBURBAN SPECIAL EDUCATION ORGANIZATION

ARTICLES OF AGREEMENT FOR LEGAL ENTITY

Article I - GENERAL

Section 1. Name of Joint Agreement

This program shall be designated as the NORTHWEST SUBURBAN SPECIAL EDUCATION ORGANIZATION hereinafter referred to as NSSEO.

Section 2. Purpose

The purpose of this joint agreement is to assist in the provision of full educational opportunity to all students eligible for special education programs and services who reside within the school districts comprising NSSEO membership and who are legally eligible for such programs and services as defined in Article 14 of the Illinois School Code or mandated by federal law and regulations. NSSEO may also provide consultation, professional development, and other services to support member district special education programs and services, including support to general education staff and programs that serve special education students.

Section 3. Membership

- A. Eight public school districts within Elk Grove, Wheeling, Schaumburg, and Palatine Townships of Cook County shall be eligible for membership in this joint agreement. The eight districts are as follows:
- Community Consolidated School District 21
 - Prospect Heights Public School District 23
 - Arlington Heights Public School District 25
 - River Trails School District 26
 - Mount Prospect School District 57
 - Community Consolidated School District 59
 - Township High School District 211
 - Township High School District 214
- B. Other school districts may become eligible for membership by ~~recommendation of the NSSEO Operational Board and approval of a majority vote of the Governing Board of NSSEO, sometimes referred to as the NSSEO Governing Board.~~
- C. Adoption of this Agreement by the Board of Education of each eligible school district is a prerequisite to continuing membership. Inherent in such membership is an agreement to:

1. Meet the financial obligations of NSSEO, in accordance with this Agreement and as recommended by the Operational Board and approved by the Governing Board; ~~this special education joint agreement, in the manner recommended by the Finance Advisory Committee and approved by the NSSEO Governing Board.~~
2. Comply with this Agreement and any ~~operate within the regulations implemented pursuant to comprising this Agreement;~~
3. Recognize the authority delegated to the Operational Board and Governing Board and administrative personnel designated by this Agreement to organize and operate special education programs and services within the terms of this Agreement; ~~and~~
4. Provide instructional programs and services, as requested by the member districts and included in the NSSEO budget; ~~and~~
5. Comply with decisions of the Operational Board and Governing Board.

- D. The NSSEO Superintendent will notify the Operational Board and Governing Board of any member district failing to abide by the terms of this Agreement.

Article II - ORGANIZATION AND OPERATION

Section 1. The Governing Board

The responsibility for the direction of the joint agreement shall be vested by the member districts in the Governing Board.

The NSSEO Governing Board shall be the recognized agent for establishing all policy, approving all financial transactions within the budgets adopted for NSSEO and approving the employment of staff.

- A. **Membership.** Each member district of NSSEO shall have a representative on the Governing Board who is a Board of Education member. Each representative is responsible for communicating with their home district the needs and directional recommendations of the NSSEO program. No school board member who is gainfully employed by NSSEO shall be appointed to the Governing Board by the respective member district Boards of Education. ~~The participation of such a representative shall be controlled by the NSSEO Articles of Agreement.~~ In addition, each district shall appoint another Board of Education member as an alternate to the Governing Board. The alternate may serve as a member of the Governing Board only in the absence of the official representative. Member boards shall elect/select a new member to the Governing Board in event of

vacancy. The member district boards expressly agree that the Governing Board has the authority to act on their behalf in establishing policies for NSSEO in recommending expenditures within established budgets and in staff programs.

Upon the approval of a majority of the member districts' regular Governing Board representatives present at the meeting, a member district's alternate may accompany the district's regular Governing Board representative to a closed session. In such event, the alternate may address the Governing Board regarding a closed session agenda item and provide input. However, the alternate shall not be permitted to participate in discussions held during the closed session.

The Governing Board may establish its own operating policies and procedures as it requires, subject to all provisions of this Agreement. Such policies shall include, but are not limited to, selection of officers, provision for regular meetings, establishment of operating committees, and provision for regular communication of its actions to the member boards.

- B. ~~Meetings. The Governing Board shall meet on such dates at such times and places as it shall determine, but not less often than once per month, with the exception of July and January (and any month during which a meeting must be cancelled). At the June meeting, the Governing Board shall elect officers and establish a schedule of regular meetings for the following school year. Special meetings may be called by the President or by any two (2) members of the Governing Board. Members of the Governing Board shall receive at least forty-eight (48) hours prior notice of all special meetings except in the case of emergencies. Meetings of the Governing Board shall be conducted in accordance with the Illinois *Open Meetings Act*, 5 ILCS 120/1, et seq.~~
- C. ~~Voting. Each member of the Governing Board shall have one vote. In order to conduct business, a quorum of the Governing Board must be in attendance. The presence of over fifty percent (50%) of the Governing Board members shall constitute a quorum of the Governing Board. Unless otherwise provided in this Agreement or by law, when a vote is taken upon any measure before the Governing Board, with a quorum being present, a majority of the votes cast shall determine its outcome. A quorum is necessary for the conduct of all business by the Governing Board with the exception of adjourning a meeting to a later date. A quorum shall consist of a majority of the members of the Governing Board. A majority of those voting on the item is necessary to carry the item. An affirmative A vote of the Governing Board binds all member districts. All meetings shall be held in compliance with the Open Meetings Act.~~

- D. Authority and Duties. The Governing Board has authority over NSSEO in accordance with this Agreement and Section 10-22.31 of the Illinois *School Code* and in all policy matters. The Governing Board has the responsibility for:
- 1A. Approving an annual budget ~~examining proposed budgets and recommending them~~ ~~budget for ratification by approval to the~~ Boards of Education of the member districts;
 - 2B. Approving all disbursements, bids and contract proposals;
 - 3C. Conducting an annual budget hearing, after the Operational Board has reviewed and recommended the budget to the Governing Board;
 - 4D. Establishing an imprest fund in accordance with the provisions of Section 5/10-20.19 of *Illinois School Code*;
 - 5E. Filing all grant applications with the State and/or federal government or other agencies;
 - 6F. Establishing personnel policies for staff employed by NSSEO, typically after recommendation by the Operational Board to the Policy Committee and by the Policy Committee to the Governing Board;
 - 7G. Establishing all NSSEO operating policies, typically after recommendation by the Operational Board to the Policy Committee and by the Policy Committee to the Governing Board;
 - 8H. Approving employment and dismissal, and approving personnel transactions upon the recommendation of the Superintendent;
 - 9I. Issuing letters of intent of employment;
 - 10J. Establishing procedures for the selection of the Superintendent (with participation by the Operational Board in the interview process), and the evaluation, remuneration, retention or dismissal of the Superintendent;
 - 11K. Filing applications for conditional pre-approval for the professional personnel of NSSEO and the claim for reimbursement for State-approved reimbursable programs;
 - 12L. Acting upon recommendations for program development and revision;

- 13M. ~~M~~meeting such other requirements as the member districts may from time to time establish;
- 14N. ~~M~~meeting such other requirements as established by the Illinois State Board of Education and the federal government;
- 15O. ~~A~~ppointing a treasurer for NSSEO;
- 16P. ~~R~~eceiving program and committee reports ~~and quarterly financial updates; and~~
17. Receiving monthly departmental updates from the Superintendent, Human Resources, Teaching and Learning, and Finance;
18. Ensuring quality, monitoring results, and providing compliant services for all students with disabilities under the purview of NSSEO;
19. Considering the rationale for and approving administrator increases;
- 20Q. ~~E~~xercising such other powers as permitted by law, including but not limited to ~~providing final approval for~~ purchasing and leasing facilities ~~recommended by the Operational Board to provide for NSSEO programs/services; and~~
21. Considering all other matters placed on the agenda for any Governing Board meeting.

The Governing Board and the NSSEO Superintendent are additionally responsible for reviewing the operation of each of the programs and services operated by NSSEO to ensure that the needs of the districts are met and that the operation of each program and service conforms to the guidelines established by the participating districts and by the Illinois State Board of Education and the federal government.

- E. Officers. The officers of the Governing Board shall be a president, vice-president, and secretary. The Superintendent of NSSEO shall serve as an executive officer of the Governing Board without voting rights. Officers shall be elected every other year at the Governing Board meeting held in June. ~~Immediately after the Governing Board has been initially constituted pursuant to these Articles of Agreement, and at the May meeting each year thereafter, the Governing Board shall elect a president and vice-president from its members and a secretary. The officers shall serve for a period of two one-years but may be re-elected to the position for succeeding terms of office.~~

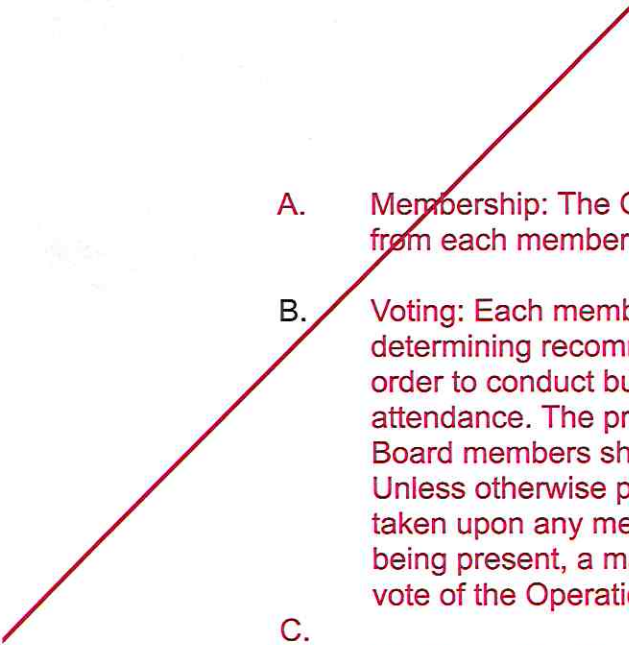
Vacancies of officers of the Governing Board shall be promptly filled by the Governing Board. When a Governing Board member who is an officer of the Governing Board leaves the Governing Board, the office holding immediately ceases. A secretary pro tempore shall be appointed to act in the absence of the secretary. The vice-president shall act in the absence of the president.

- F. **Committees.** The Governing Board may create committees as deemed necessary. Notice of Board committee meetings shall be given in the same manner as notice for special board meetings. Board committee meetings shall be open to the public.

Special committees may be established by the NSSEO Governing Board in collaboration with the Operational Board to study various issues and for advisement purposes. Membership of the committees may include parents, NSSEO and district staff, NSSEO and district administrators, NSSEO Governing Board members, and outside specialists. Parent advisory councils exist for each NSSEO program. A special committee is a committee appointed to accomplish a specific assignment. The special committee is dissolved when the assignment has been completed and its report or recommendation is acted upon by the Governing Board.

- G. **Finance Advisory Committee.** The Governing Board shall establish a Finance Advisory Committee, which will have the authority to review and make recommendations regarding: formulas and procedures for costs and fees paid by member districts, consistent with this Agreement; the annual audit; the annual budget; budget balance distribution and retention; and long-term financial planning. ~~of its members and delegate to it annually the authority to review and recommend expenditures within established budgets and policies.~~ The Finance Advisory Committee shall include not more than three members serving as the primary representatives of the Governing Board, not more than three members serving as the primary representatives of the Operational Board, ~~as well as the Superintendent, the Business Manager, and such other NSSEO Administrators as permitted by the Governing Board.~~ Administrative representatives and member district business managers may also participate on the Finance Advisory Committee. Final recommendations from the Finance Advisory Committee will be brought to the Operational Board, which then will make recommendations to the Governing Board. ~~by the board member representatives.~~ The Finance Advisory Committee will provide the Operational Board and the Governing Board with all underlying data and materials used in forming the Committee's recommendations.

Section 2. The Operational Board

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- A. Membership: The Operational Board shall consist of the superintendent from each member district.
- B. Voting: Each member of the Operational Board shall have one vote in determining recommendations to be made to the Governing Board. In order to conduct business, a quorum of the Operational Board must be in attendance. The presence of over fifty percent (50%) of the Operational Board members shall constitute a quorum of the Operational Board. Unless otherwise provided in this Agreement or by law, when a vote is taken upon any measure before the Operational Board, with a quorum being present, a majority of the votes cast shall determine its outcome. A vote of the Operational Board binds all member districts.
- C.
- D. Meetings: The Operational Board shall meet at least ten times per calendar year at a time and place established by action of the Operational Board. The Operational Board shall establish a schedule of its regular meetings for the next twelve (12) months at its May or June meeting. Special meetings may be called by the Superintendent or by any two (2) members of the Operational Board. Members of the Operational Board shall receive at least forty-eight (48) hours prior notice of all special meetings except in the case of emergencies. Meetings of the Operational Board shall be conducted in accordance with the Illinois *Open Meetings Act*, 5 ILCS 120/1, *et seq.*
- E. The Operational Board shall serve as an advisory board to the Governing Board. The Operational Board's duties, responsibilities, and authorities shall include making recommendations to the Governing Board regarding the following:
1. Establishing general policies to govern the operation of NSSEO and monitoring the implementation of those policies, which shall be in conformance with applicable provisions of Federal and State laws, rules, and regulations;
 2. Purchasing, leasing, or otherwise providing facilities for programs operated by NSSEO;
 3. Employing necessary personnel, determining terms and conditions of employment, entering into employment contracts, and approving collective bargaining agreements;
 4. Entering into contracts with various consultants, professionals, and independent contractors when appropriate to carry out the purposes of NSSEO.

- E. In addition, the Operational Board will receive monthly departmental updates from the Superintendent, Human Resources, Teaching and Learning, and Finance.

Section 32. The Superintendent

The chief executive officer of NSSEO shall be the Superintendent, who shall report to ~~There shall be employed by NSSEO a person to be designated as the Superintendent. The Superintendent shall report directly to the Governing Board of NSSEO and shall be responsible for the administration of the programs and services under its supervision.~~ The Superintendent shall hold a valid Professional Educator License properly endorsed for the positions of Superintendent and State-Approved Director of Special Education in accordance with the Illinois *School Code* and the rules of the Illinois State Board of Education. ~~have a valid administrative certificate with a superintendent's endorsement from the State of Illinois as a Superintendent and as a Director of Special Education.~~

In the alternative, NSSEO may employ an Executive Director as the chief executive officer. In that event, references to "Superintendent" herein shall be deemed to refer to the Executive Director (except that the above paragraph regarding Superintendent qualifications shall not apply to the Executive Director). The Executive Director shall hold a valid Professional Educator License properly endorsed for the position of Executive Director and State-Approved Director of Special Education in accordance with the Illinois *School Code* and the rules of the Illinois State Board of Education.

The Superintendent shall be responsible for the administration of NSSEO's programs and services. The principal duties as Superintendent shall be to:

- A. study needs and prepare plans for central special education programs and services including finances, facilities, and logistics;
- B. prepare and recommend budgets and staffing plans for existing and proposed programs and services to the Board;
- C. develop general policies and programs/services in special education for Board approval;
- D. carry out established policy and procedure;
- E. ensure recruitment, selection, development, and evaluation of personnel at all levels adequate to meet program plans and objectives in accordance with state requirements for certification;
- F. recommend personnel policies to meet NSSEO needs and objectives, including administrative organization and staffing;

- G. supervise NSSEO special education programs and services, including coordination of planning, assurance of quality programs, monitoring of performance, and coordination with other central NSSEO and district activities;
- H. coordinate NSSEO activities, including both program and service planning and, as required, individual case decisions;
- I. aid and advise districts in planning, development, and evaluation of special education programs and services, and in recruitment and development of special education personnel, as requested;
- J. establish procedures for obtaining member district input on the effectiveness of existing NSSEO programs and services;
- K. establish procedures for obtaining member district input on future planning for NSSEO programs and services;
- L. provide for effective working relationships with other special education organizations - private, local, State, and federal;
- M. exercise responsibilities imposed on special education cooperatives by the Illinois State Board of Education and the federal government;
- N. ~~establish procedures for meeting with member district Superintendents in order to provide information and to obtain feedback;~~
- O. sign/approve all forms, reports and applications generated by the member districts that require the signature/approval of the NSSEO Superintendent; and
- P. file all reports and claims necessary to meet statutory and administrative requirements and make applications for state and/or federal aid pertaining to special education.

Section 43. Other Staff

Administrative/Supervisory

The Superintendent shall make recommendations to the **Operational Board and Governing Board** concerning the type and amount of administrative/supervisory staff necessary to provide:

- A. line supervision to NSSEO staff
- B. technical assistance and supervision in the particular areas requested by the member districts.

This plan ensures that each NSSEO special education teacher has a line supervisor as well as the provision of technical assistance.

Administrative/supervisory personnel shall implement the NSSEO policies as established by the Governing Board.

NSSEO Staff

All NSSEO staff shall be appropriately certified, approved, licensed and/or registered as required by the Illinois State Board of Education.

Section 54. Administrative Representatives

The Superintendent of each member school district shall designate one individual as the Administrative Representative of the district. The Administrative Representative shall constitute the direct line of communication between the district and the office of the NSSEO Superintendent.

Administrative Representatives shall work closely and cooperatively with the NSSEO Superintendent in all phases of planning and evaluating NSSEO programs and services, in effecting smooth operation of these NSSEO programs and services, and in carrying out the policies and regulations of NSSEO.

Section 65. Administrative Structure

- A. The Board of Education of each member district shall delegate to the NSSEO **Operational Board** and Governing Board the authority and responsibility to make special education policy decisions that are within the scope of this joint agreement.
- B. Boards of Education of member districts shall communicate concerns for special education through the NSSEO **Operational Board (member district superintendent) or** Governing Board or through administrative channels.
- C. All professional and/or administrative office personnel as may be employed under this joint agreement, are responsible to the Superintendent of NSSEO.

Article III - PROGRAMS AND SERVICES

Section 1. Types of Programs and/or Services

Under this joint agreement special education programs and/or services are established and maintained as requested by the member districts.

Programs/services will meet all State requirements for quality educational instruction of students with disabilities ages 3 to 22 (**through the end of the regular school term during which the student turns 22**). These programs/services may

serve any category of disability which may be mandated by the State of Illinois or the federal government. Programs and services may include direct services through special day schools, cluster sites and itinerant staff delivering services to students in member district special education programs. Programs and services may also include indirect services such as consultation, evaluation, referral, diagnostics, professional development and training, or other supports to member districts.

Programs may be operated by NSSEO or by individual districts of the joint agreement.

If a district plans to initiate an in-district program or service for its students and, therefore, not continue to participate in an existing NSSEO program/service, official notification shall be given to the Superintendent of NSSEO no later than December 1 of the school year prior to ending participation in that NSSEO program/service. This requirement does not restrict a district in any way from initiating new programs or services.

In addition, NSSEO may provide an intervention program which makes available services in diagnosis and evaluation, and diagnostic/consultation services. NSSEO will operate the Sunrise Lake Outdoor Education Center for those member districts who elect to receive such services, and for NSSEO programs.

Section 2. Arrangement for Physical Facilities

All NSSEO conducted programs/services shall have suitable physical facilities. These facilities shall be located and established as recommended by the NSSEO Operational Board and approved ~~determined~~ by the NSSEO Governing Board and shall be in accordance with Article 14-4.01 of the Illinois School Code and Section 504 of the Rehabilitation Act of 1973. Programs and services operated by NSSEO may be housed in NSSEO owned/leased facilities, including facilities leased from member districts.

- A. District facilities housing NSSEO programs and services will be recommended by the NSSEO Operational Board and approved by the NSSEO Governing Board.
- B. NSSEO may contract to rent appropriate facilities as recommended by the NSSEO Operational Board and approved by the NSSEO Governing Board.
- C. Long-term commitment of appropriate facilities is encouraged. NSSEO may enter into long-term agreements to prevent unnecessary movement and exchange of classroom space for students with disabilities.
- D. Equipment and supplies will be purchased and assigned as needed to implement NSSEO special education programs/services. Programs may be designed to facilitate lending or renting equipment to member districts.

Section 3. Cooperative Physical Facilities

All NSSEO facilities which are built cooperatively through a special tax levy, or leased or purchased by NSSEO to house a program serving member districts shall be operated by NSSEO ~~as recommended by the NSSEO Operational Board and approved by under the direction of~~ the NSSEO Governing Board.

Section 4. Arrangements for Employing Staff

In programs and services operated and supervised by NSSEO, the staff will be employed by NSSEO. Employment shall be upon the recommendation ~~of the Operational Board~~ and approval of the Governing Board. All staff members employed by NSSEO shall meet appropriate ~~licensure certification~~ requirements of the Illinois State Board of Education. ~~NSSEO professional certified personnel thus employed shall attain tenure according to Illinois School Code. Certified NSSEO staff shall meet the federal requirements.~~

Any full-time professional worker employed by NSSEO 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 the other professional workers in that member district.

Section 5. Agreements with Other Community and/or State Agencies

- A. With the ~~recommendation of the Operational Board and~~ approval of the Governing Board, NSSEO may enter into agreements with school districts, joint agreements, state universities or local, state or federal agencies to establish any type of educational program which any district, state university, ~~or~~ federal agency may establish individually. It is the intent of the participating districts that direct costs of such cooperative projects be shared in each instance by those participating in the project, and not by the membership as a whole.
- B. Non-member districts may refer students for placement in NSSEO programs. Non-member district students may be accepted when eligibility requirements are met and when space is available. All non-member placements must be approved by the NSSEO Governing Board.

Section 6. Finance

- A. The fiscal year is from July 1 to June 30.
- B. The ~~Operational Board will recommend, and the~~ Governing Board ~~of NSSEO~~ will approve, annual budgets for the administration of programs and services operated by NSSEO under this joint agreement. These budgets shall be referred to the Boards of Education of the member districts

each year for ratification. Ratification by a majority of the member district boards is required for a budget to be adopted.

- C. Member districts will pay the costs of the following on a usage basis or in accordance with formulas and procedures recommended by the Finance Advisory Committee and approved by the NSSEO Governing Board. Specific funding formulas are included in the approved annual NSSEO budget.

1. Administration of NSSEO.

These costs shall include rent, office expense, business services, contracts, clerical and support services, travel, and salaries of all professional staff members working out of the office of the NSSEO Superintendent, and such other operating costs as are incurred at the administrative level.

2. Instruction, operation and maintenance of the special education programs and services.

- a. Instructional costs shall include administration, salaries and benefits of personnel, substitutes, travel, equipment, supplies, business services, contracts, materials and equipment, fixed charges, student and community services support, diagnostics, contingencies, and other expenses directly related to the program or service, as approved in the annual NSSEO budget.

- b. Operation and maintenance costs shall include rental of space, utilities, remodeling, Life-Safety and other compliance costs, custodial salaries and supplies, operational equipment, and other costs relating to operation and maintenance, as approved in the annual NSSEO budget.

- c. NSSEO billings are issued semi-annually based on the district payment schedule approved in the NSSEO budget.

- d. NSSEO budget balance distribution and/or retention is made annually based on the outcome of the NSSEO audit, and as recommended by the Finance **Advisory** Committee and approved by the NSSEO Governing Board.

- D. The partial costs of central administration and business services will be allocated among the programs, with the exception of transportation, at a rate to be established in the approved NSSEO budget applied against the net budget of that program. Administrative and business services costs include, but are not limited to: salaries, benefits, charges for legal counsel, data processing services, audit services, capital outlay, travel, instructional

materials and other contractual charges. The remaining amount in the administrative budget after subtracting the realized revenue from the administrative charge for the NSSEO programs/services will be assessed to the districts on a formula included in the approved budget.

E. Transportation costs will be paid by member districts as outlined in Article IV, Sections 1 and 2.

F. Gifts.

All gifts presented to special education programs/services shall be accepted by the NSSEO Governing Board on recommendation of the Superintendent. Gifts become the property of NSSEO, to be held in trust, and are to be utilized in a manner recommended by the Superintendent of NSSEO subject to the approval of the NSSEO Governing Board.

G. An annual audit of NSSEO and state and federal funds shall be conducted. The audit reports shall be submitted to the Governing Board for approval.

H. Information about the calculation of member and usage fees will be provided annually to the Operational Board, the Governing Board, and all member districts.

Article IV - TRANSPORTATION

Section 1. Designation of Responsibility

NSSEO administrative personnel shall organize, direct, and supervise the transportation for students who qualify for special education services for those districts who request this service. Such services shall be appropriate to the students' disabilities and program location.

Section 2. Transportation Costs

- A. Transportation costs will be paid to NSSEO by the district in which the student resides. Transportation costs shall include direct costs. Also included are:
1. Clerical and support services directly associated with the operation of the transportation system;
 2. NSSEO business management services associated with transportation, as included in the annual budget; and
 3. Costs for 1:1 bus aides required by student IEPs. ~~I.E.P.s.~~

- B. Districts not using NSSEO transportation services will not be billed for any of the costs of transporting students between home and school.

The costs of transporting students during the school day for purposes such as field trips, community-based training and work experience are billed to the participating districts.

Article V - WITHDRAWAL / DISSOLUTION

Section 1. Voluntary Withdrawal

- A. ~~Procedures. In General.~~ Procedures for the withdrawal of a member board of education from NSSEO will be in accordance with the Illinois School Code (including Section ~~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. ~~Additional Conditions. Procedures.~~
1. ~~Initiation of Withdrawal Process.~~ A member board that seeks to withdraw from NSSEO 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 NSSEO and the remaining member districts and their students.
 2. The proposed effective date of withdrawal shall be July 1 of a future school year in accordance with the timelines set forth in this Agreement and School Code Section 10-22.31.
 3. Within thirty (30) days after adopting the written withdrawal 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 President of the NSSEO Governing Board, the NSSEO Superintendent, and the Superintendents of Schools for the remaining member districts by certified mail, return receipt requested, or personal delivery with receipt.
 4. For any required hearing, the member board seeking withdrawal shall send prior written notice of the hearing to the President of the NSSEO Governing Board and the NSSEO Superintendent, in addition to the other member districts.
 52. The member board seeking withdrawal also shall comply with all other applicable procedures, timelines, and notice requirements set forth in governing statute(s) and regulations, including School Code Section 10-22.31 and any applicable ISBE rules. ~~Member Boards Concur. If all NSSEO member Boards of Education adopt written concurring resolutions agreeing to the proposed withdrawal, the withdrawing member board need not file a petition with the applicable board(s) of school trustees or Boards of Education of the member districts, as may be applicable, seeking approval of the~~

~~proposed withdrawal. Withdrawal will be effective on July 1 of the school year as proposed by the withdrawing member district in accordance with those 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 NSSEO member Boards of Education 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 applicable board(s) of school trustees or the Boards of Education for those districts that fall under the oversight of the abolished regional board, as may be applicable, 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. 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 board seeking withdrawal fails to file its petition with the board(s) of school trustees or Boards of Education, as may be applicable, within fourteen (14) months following adoption of its written resolution approving withdrawal, the member board seeking withdrawal shall reinitiate the withdrawal process under subsection B.1 above.~~

Section 2. Dissolution of NSSEO

NSSEO 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 of Education, or on such other July 1 as all of the member Boards' resolutions authorize. In the event of dissolution, NSSEO's assets will be liquidated and the net proceeds thereof, after satisfaction of liabilities, distributed to the Boards of Education that were members of NSSEO on the date when the last member Board of Education approved the written resolution for dissolution. After the liquidation of assets and satisfaction of liabilities, and using the provisions of Section 3.A below as in the case of a withdrawing district, there will be an initial distribution to the Boards of Education for their interest in NSSEO Real Properties. After such initial distribution, NSSEO shall next return to each then-current member board any unspent Federal IDEA Part B Funds generated by students in the school district (i.e., "carryover"). Any remaining distribution to each member Board of Education thereafter shall be based on its district enrollment as a percentage of the total current enrollment of all member districts as identified in the most recent fall enrollment count submitted to ISBE last fall.

~~public school housing report~~ for each member district prior to the effective date of dissolution.

Section 3. Terms and Conditions of Withdrawal

Unless otherwise agreed in writing by the withdrawing district, ~~the Operational Board~~, the Governing Board, and a majority of the Boards of Education of the member districts which have not given notice of an intention to withdraw from NSSEO, the rights, duties and responsibilities of the withdrawing district shall be determined as follows:

A. NSSEO Real Properties

1. Payment by NSSEO to the withdrawing district shall be made in accordance with paragraph A.2. below for such district's interest in NSSEO real property when such property is no longer needed and is sold (upon terms and conditions determined by NSSEO), is destroyed, or upon NSSEO's dissolution.
2. The amount paid to the withdrawing district by NSSEO shall be determined by the withdrawing district's equity position based on the actual percentage contributed by the district towards the purchase price of real property and revised equity positions for the ~~NSSEO Central Office, Timber Ridge, and Kirk Campus Administration Building and Gillet~~ as a result of renovation projects as applied to the sale price, less outstanding indebtedness and all costs of sale, and after deduction of the costs of the annual improvements, major renovations and repairs made after the effective date of withdrawal. ~~(Addendum A)~~

B. Liquid Assets and Liabilities

1. The withdrawing district's ~~distributive share of NSSEO assets and liabilities~~ (including all outstanding short and long term liabilities) shall be determined as of the effective date of withdrawal. ~~NSSEO 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"). Any The net balance due to or owed by the district thereafter, if any, shall be paid to by NSSEO or the district to the other, as may be applicable, not later than the June 30th following the effective date of withdrawal.~~
2. The withdrawing district shall continue to pay its distributive share of the NSSEO financial obligations which are incurred until the effective date of withdrawal. This provision shall not be deemed to release the withdrawing district from its financial obligation to NSSEO under Section 3.B.1. above for its distributive share of short or long term

liabilities which would otherwise be payable after the effective date of withdrawal.

3. Except as otherwise specifically provided in this Agreement, the withdrawing district shall waive any claims to the assets of NSSEO.

C. Licensed/Certificated Staff

For a period of ten (10) years following the effective date of withdrawal, the withdrawing district shall:

1. Participate in the process to determine the district of assignment for all NSSEO licensed/certificated staff with contractual continued service who were employed by NSSEO, or by a member or former member district and NSSEO on a continuous basis, prior to September 23, 1987, and who are honorably dismissed due to a reduction in the number of NSSEO programs or positions; and
2. Accept such staff members for employment as determined by the process to determine the district of assignment.

In the event of the dissolution of NSSEO, the withdrawing district shall also participate in the process to determine the district of assignment and accept the employment of a licensed/certificated staff member with contractual continued service who was employed by NSSEO, or by a member or former member district and NSSEO on a continuous basis, after July 1, 1987, but before the effective date of withdrawal.

D. Retirement Liabilities

For a ten (10) year period following the effective date of the district's withdrawal ~~from form~~ NSSEO, the withdrawing district shall remain liable to NSSEO for its distributive share of the cost to NSSEO of:

1. any retirement by educational support personnel under an Early Retirement Incentive Program adopted by NSSEO pursuant to 40 ILCS 5/7-14.1; and
2. ~~any retirement by certificated employees which is Modified Early Retirement Without Discount pursuant to 40 ILCS 5/16-133.2, or the~~ costs to NSSEO for an employer contribution to the Teachers' Retirement System ("TRS") for salary increases in excess of 6% or grants of sick leave in excess of the normal allotment which are assessed by TRS ~~under P.A. 94-004 or P.A. 94-1057.~~

The withdrawing district's liability under this provision shall extend to NSSEO costs related to the retirement of any educational support personnel or licensed/certificated employees employed by NSSEO prior to

the effective date of withdrawal of the district from NSSEO. The withdrawing district shall pay its distributive share of NSSEO costs related to any such retirement within ninety (90) days of billing by NSSEO.

E. Due Process Hearings

The withdrawing district will defend and be solely responsible for the relief awarded as a result of any due process hearings and appeals therefrom, administrative or judicial, which are requested or taken to contest a change in placement of a district student due to the district's withdrawal, including attorney's fees and costs of defense thereof.

F. Other Claims

The withdrawing district will remain responsible for its distributive share of any liability of NSSEO which arises out of an occurrence preceding the effective date of withdrawal, including attorney's fees and costs of defense thereof.

G. Return to Membership

Once a member district withdraws from NSSEO, eligibility for future membership will be subject to the terms and conditions for the new membership of any school district, as ~~may be set forth herein, in the then-existing Articles of Agreement,~~ and such other condition as may be determined by the Governing Board of NSSEO.

Article VI – NONDISCRIMINATION

NSSEO is an equal opportunity employer. NSSEO does not discriminate on the basis of race, color, sex, religion, national origin, age, marital status, sexual orientation, ancestry, arrest record, order of protection status, **pregnancy or childbirth (or related medical conditions), reproductive health decisions, family responsibilities (as defined in the Illinois Human Rights Act), military status,** unfavorable discharge from military service, citizenship status provided the individual is authorized to work in the United States, use of lawful products while not at work, being a victim of **any crime of violence (including domestic violence, or sexual violence, or gender violence),** genetic information, or disability; (if otherwise able to perform the essential functions of the job with reasonable accommodation), ~~or any and~~ other legally protected categories.

Article VII – REVIEW

~~This The Articles of Agreement~~ shall be reviewed by the NSSEO **Operational Board and** Governing Board **no later than December 31, 2027, and** every other

year (in January) thereafter. The purpose of the review is to determine if any amendment to this Agreement the Articles is required.

Article VIII – PROVISIONS FOR AMENDMENT

This ~~These Articles of~~ Agreement may be amended via the following procedures:

- A. The proposed amendment must be (1) initiated by the Governing Board, or (2) submitted to the Operational Board and approved by a majority of the members of the Operational Board for recommendation to the Governing Board.
- B. The proposed amendment then must be considered by the Governing Board and approved by a majority of the members of the Governing Board.
- C. The proposed amendment then must be submitted to each member district for ratification. In order to become effective, a proposed amendment must be ratified by a resolution approved by a majority of the members of the NSSEO Governing Board and ratified within ninety (90) calendar days by vote of the majority of the Boards of Education of the school districts participating in this joint agreement.
- D. Action on the proposed amendment – i.e., approval by the Operational Board (if applicable), approval by the Governing Board, and ratification by the member Boards of Education – shall be taken via resolution.

Article IX – EFFECTIVE DATE RATIFICATION

After ratification, this ~~These Articles of~~ Agreement will become effective on January 2, 2026 ~~July 1, 2015~~ and will supersede the NSSEO agreement dated July 1, 2015. ~~on February 28, 2010, provided that they are formally approved by vote of the majority of the Boards of Education of the school districts participating in this joint agreement. On that date the previously adopted NSSEO agreement terminates.~~

Upon ratification, a copy of this Agreement ~~one copy of the agreement~~ shall be filed with the ~~Regional Office of Education of Suburban Cook County and one with the~~ Illinois State Board of Education.

Revised:

- November 1997
- February 28, 2010
- July 1, 2015
- January 2, 2026