

# LEYDEN AREA SPECIAL EDUCATION COOPERATIVE

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## ARTICLES OF AGREEMENT

### ARTICLE I – GENERAL

#### Section 1 – Name

- a. The name of the organization shall be the Leyden Area Special Education Cooperative (*hereinafter “Cooperative”*).

#### Section 2 – Purpose

- a. Organizational Statement

The purpose of the Cooperative shall be to provide consultation, support, and services to the member districts of the Cooperative generally, and as further defined herein, to assist in addressing the needs of eligible students consistent with the requirements of the Individuals With Disabilities Education Improvement Act of 2004, and accompanying regulations, and the Illinois School Code and accompanying regulations, and other applicable law, as such laws may be amended.

#### Section 3 – Membership

- a. Current Members

The membership of the organization shall be composed of those school districts in the Leyden Area as follows: District 78-Rosemont, District 79-Pennoyer, District 83-Mannheim, District 84-Franklin Park, District 84.5-Rhodes, District 85.5-River Grove, District 86-Union Ridge, District 212-Leyden Community High Schools, District 234-Ridgewood Community High School, District 401-Elmwood Park Community Unit.

- b. Binding Agreement

Member districts agree to the costs outlined in Article III, Section 3 and 4, and to the prompt payment thereof.

## ARTICLE II – ORGANIZATION AND OPERATION

### Section 1 – Executive Committee

#### a. Composition of Committee

The Executive Committee shall consist of a Superintendent from each Member District of the Cooperative. No delegates shall be appointed.

#### b. Responsibilities and Authority of Committee

The Executive Committee shall be the governing entity for the Cooperative and is authorized to make decisions regarding the proper and lawful operation of the Cooperative, including, but not limited to, the following financial, personnel and service matters, with the exception of those matters reserved to the decision-making of the member districts as provided in Article VI.

1. Hire an administrative director of the Cooperative and set the terms and conditions of employment for such administrator.
2. Address current program and service needs, while planning for future needs.
3. Establish policies for the operation of the Cooperative, including employment practices.
4. Develop, oversee and administer an annual budget for the Cooperative.
5. To authorize or establish the terms, benefits and compensation of employees of the Cooperative, which will be independent of the Administrative District.

#### c. Committee Officers

The Executive Committee shall bi-annually, no later than its May regular or special meeting, select one of its members to serve as Chairperson and presiding officer of the Committee and one of its members to serve as Vice-Chairperson for a two-year term. The term of such Chairperson and Vice-Chairperson shall commence on July 1st. If a new Chairperson and/or Vice-Chairperson is not selected by the Executive Committee prior to July 1st of an expiring term, the sitting Chairperson and Vice-Chairperson shall serve until such time as his/her successor has been selected by the Executive Committee. The permanent secretary of the Executive Committee shall be the Director of the Cooperative. The Secretary shall ensure that the procedures followed by the Committee and the notice, scheduling and minutes of its meetings are proper and lawful. Regular meeting dates shall be as determined by the Executive Committee,

special meetings may be called by the Chairperson or Vice Chairperson or any three members of the Executive Committee.

## Section 2 – Administrative District

### a. Designation

The Cooperative is required to have an authorized, lawful administrative entity under the Illinois School Code. The Executive Committee shall select one member district as the Administrative District for the Cooperative.

### b. Term

The Administrative District shall serve for a minimum term of 4 years. The Administrative District can be changed, either by a decision of a majority of all members of the Executive Committee, or at the request of the Administrative District, after serving for a 4-year term. Such change shall require a minimum of six (6) months' written notice by the Executive Committee to the Administrative District, or by the Administrative District to the Executive Committee. Any change in the Administrative District shall become effective July 1<sup>st</sup>, following provision of the above-required six (6) months' notice.

### c. Responsibilities

The Administrative District shall serve as the legal and fiscal agent for the Cooperative, including taking action to ratify the following, as required by applicable law:

1. The budget of the Cooperative, as approved by the Executive Committee.
2. The hiring and removal of Cooperative employees, as approved by the Executive Committee.
3. The issuance or incurring of debt, service or equipment agreements, contracts, or expenses, as approved by the Executive Committee.

The Administrative District shall not be required to take any actions that it concludes are unlawful, nor assume financial responsibility for a member district that has failed to meet its reimbursement or financial responsibilities under this Agreement.

d. Administrative District Fee

In order to compensate the Administrative District for Cooperative activities, such as supervising and preparing payroll and billings, the direct costs for conducting the business of the Cooperative will be granted to the Administrative District. These costs will be calculated and agreed upon annually by the Director and Superintendent of the Administrative District, and approved by the Executive Committee.

e. Liability

The Cooperative and its member districts assume full and complete responsibility for the proper and lawful operation of the Cooperative, its financial responsibilities, programming, personnel and services, to the maximum extent permitted by law, and for advising, recommending or approving such actions to the Administrative District as are needed or required for the Cooperative to properly and lawfully function. The relationship of the Administrative District to the Cooperative shall be solely as the agent of the Cooperative, to complete or ratify such legal, financial or operational actions, recommendations or decisions as may be made by the Cooperative and required of the Administrative District for the proper, lawful operation of the Cooperative. The Cooperative and its member districts hereby assume joint and several liability for any actions or omissions by, consequences to or claims or actions against the Administrative District while the Administrative District is serving in its role as agent and administrative district for the Cooperative. The Cooperative and its member districts further agree to hold the Administrative District, its board of education, administrators, employees and agents, harmless from any and all claims, actions, or liabilities, including the costs and fees related to the defense thereof, resulting from the Administrative District serving in the capacity of administrative district and agent for the Cooperative, and in the implementation of the responsibilities of the administrative district under this Agreement.

Notwithstanding the above protections afforded the Administrative District while serving as administrative district and agent of the Cooperative, the administrative district shall remain equally responsible for the above indemnification and representation in its capacity as a member district of the Cooperative.

The above protections are not intended to cover or apply to disputes which may arise solely between the Cooperative and/or its member districts or any single member district, and the Administrative District, in relation to the operation of the Cooperative or the proper implementation of this Agreement.

f. Administrative Office

The Leyden Area Special Education Cooperative shall maintain an administrative office to serve the Cooperative's school districts.

ARTICLE III – PROGRAM

Section 1 – Facilities

a. District Responsibility

Each school district shall make every reasonable effort to provide appropriate classrooms, offices or space needed based upon enrollment ratios within the Cooperative in relation to student needs at both the elementary and the secondary levels.

Section 2 – Staff/Employment and Termination of Employees

a. Policies

The Executive Committee may establish policies which govern employment and termination actions by the Executive Committee, the Cooperative's Director, the Administrative District and/or the boards of education of the school districts which operate Cooperative programs ("the Operating Districts"). The policies may include, but not necessarily be limited to, the following:

1. The process to be followed for employment and termination of Cooperative employees. As used in this section, the term "employment" includes, but is not limited to, such matters as hiring, assignment, discipline, categories of positions, salary, sick leave, fringe benefits, seniority and collective bargaining agreements and "termination" includes, but is not limited to, dismissal with or without cause, resignation and reduction in force.
2. The form of contract to be used for employment of Cooperative employees and employees working in Cooperative programs.
3. The process to be followed in locating and relocating Cooperative programs.
4. The employment and termination conditions of Cooperative employees who become subject to relocation of Cooperative programs.

Employment and termination actions with respect to central office employees of the Cooperative shall be ratified by the Board of Education of

the Administrative District based upon the recommendation of the Executive Committee, the Cooperative's Director and such other persons as designated in the policies authorized by this Section. Employment and termination actions with respect to employees of the Cooperative and its programs shall be taken by the Board of Education of the Operating Districts, subject to authorization of the types of positions and the number of positions by the Executive Committee.

5. Any full-time professional/qualified worker [per Section 14-1.10 of the Illinois School Code] who is employed by the Cooperative and spends over 50% of his/her time in one school district, shall not be required to work a different teaching schedule than the other professional workers in that district.

### Section 3 – Finance

Member districts purchase shared services from the Cooperative, through the cost centers identified in Paragraphs a-f below. Paragraphs a-f also set forth the process for member districts to purchase shared services within the Articles of Agreement from the Cooperative. As such purchases are strictly governed by and made exclusively through the process set forth below in a-f, such purchases are not subject to Federal and State procurement requirements which would be applicable to purchases made for shared services outside of these Articles of Agreement.

#### a. LASEC Services Level I

Expenditures accumulated in the LASEC Services Level I Cost Center include:

- i. Salaries and benefits for certified staff who support the member districts
- ii. Salaries and benefits for the coordination of transportation for the member districts
- iii. Purchased services for legal services and other miscellaneous services and supplies
- iv. Capital outlay and non-capitalized equipment costs to support the cooperative offices

These costs are billed to the member districts in a formula approved by the Executive Committee. LASEC Services Level I are billed four times per year as follows:

- i. 40% in September of the current fiscal year
- ii. 30% in December of the current fiscal year
- iii. 20% in March of the current fiscal year
- iv. Final billing in September of the following fiscal year



b. LASEC Services Level II

Expenditures accumulated in the LASEC Services Level II Cost Center include:

- i. Salaries and benefits for non-certified staff who support the member districts in administrative tasks associated
- ii. Miscellaneous purchased services, supplies, capitalized and non-capitalized equipment which support the cooperative offices and member districts
- iii. Professional development costs for LASEC and Member District personnel supporting the member districts

These costs are billed to the member districts as shared purchased services in a formula approved by the Executive Committee. LASEC Services Level II are billed as follows:

- i. 1<sup>st</sup> quarter costs are billed in October of the current fiscal year
- ii. 2<sup>nd</sup> quarter costs are billed in January of the current fiscal year
- iii. 3<sup>rd</sup> quarter costs and budgeted 4<sup>th</sup> quarter costs are billed in April of the current fiscal year

c. DRS (Department of Rehabilitation Services) Grant

Expenditures accumulated in the DRS Grant Cost Center include:

- i. Salaries and benefits for personnel who support the Transition Specialist Program

Costs in excess of the revenue from the Department of Rehabilitation Grant are billed as Vocational Adjustment Counselor Services and are billed to the member districts based upon student participation. These costs are billed in June of the fiscal year of service.

d. ESY (Extended School Year) Cost Center

Expenditures accumulated in the ESY Cost Center include:

- i. Salaries and benefits for certified and non-certified personnel who support the ESY Program.
- ii. Purchased services to support the ESY Program
- iii. Supplies to support the ESY Program

Costs are billed to the member districts based upon student participation. These costs are billed in September of the fiscal year following completion of the ESY Program.

e. OT PT Services Cost Center

Expenditures accumulated in the OT PT Cost Center include:

- i. Salaries, benefits and contracted purchased services for Occupational and Physical Therapists who serve the member districts.
- ii. Supplies used by the Occupational and Physical Therapists to serve the students of the member districts

Costs are billed to the member districts in a formula determined by the Executive Committee. OT PT costs are billed as follows:

- i. Costs incurred July through October of the fiscal year are billed in November of the fiscal year
- ii. Costs incurred November through February of the fiscal year are billed in March of the fiscal year
- iii. Costs incurred March through June of the fiscal year are billed in June of the fiscal year

f. Cooperative Offered Programs

Costs for LASEC offered programs are accumulated in this cost center. Tuition is determined by total costs divided by student ADE. These costs are pre-billed in November with the final billing in September following the completion of the program for that school year.

Section 4 – Tuition Costs for Cooperative Programs Offered by Member districts

Tuition :

The tuition for the Cooperative's classes shall be determined by the state approved formula. Tuition is billed as follows:

- i. 50% of the estimated tuition for the fiscal year is billed in December of the fiscal year
- ii. The final tuition is billed in September of the following fiscal year

## ARTICLE IV – TRANSPORTATION

### Section 1 – Contracting

#### b. Administrative District

The Administrative District, upon the recommendation of the Executive Committee, shall enter into a contract or agreement with companies, private contractors, or school districts to operate vehicles necessary to provide transportation for students with disabilities consistent with The School Code of Illinois.

## ARTICLE V – PROCEDURES FOR WITHDRAWAL OR EXPULSION FROM THE LEYDEN AREA SPECIAL EDUCATION COOPERATIVE OR TO BECOME A NEW MEMBER

### Section 1 – Withdrawal

#### a. Initiation of Process

To initiate its withdrawal from the Cooperative, the board of education of a member school district shall be required to adopt a written resolution of its intent to withdraw. Such written resolution shall include the following information:

- i. The proposed timing of such withdrawal.
- ii. The rationale for seeking withdrawal.
- iii. The educational and financial effects of withdrawal on the member district seeking withdrawal, and upon the member districts, their students and the Cooperative.

The resolution of intent to withdraw shall be filed with the Director of the Cooperative, and with the Chairperson of the Executive Committee, by personal, receipted delivery, or by receipted certified mail delivery. Such filing shall take place no later than 6 months after the adoption of the resolution of intent to withdraw, by the member district seeking withdrawal. Notice of the resolution shall then be promptly provided to all member districts of the Cooperative by the Director of the Cooperative.

#### b. Voluntary (with consent of all member districts)

- i. Following the above process, a member school district may withdraw from the Cooperative with the consent of all of the member districts, as follows:
    - a) Such consent from the member districts must be provided not later than six (6) months after the date of the provision of notice of the adoption of a resolution of intent to withdraw by a member district, to the Director of the Cooperative.
    - b) The adoption of a written resolution by a member district, approving the withdrawal, shall constitute the consent of a member district hereunder.
    - c) The consent shall become effective upon delivery of the written resolution from the board of education of a member district to the Director of the Cooperative, by certified mail, return receipt, or receipted personal delivery.
    - d) Following receipt of a resolution from each of the member districts, the withdrawal shall become effective on the next July 1<sup>st</sup>.
  - ii. No further process or procedure shall be required to authorize and implement the voluntary withdrawal of a member district. Notice of such withdrawal shall be promptly provided to the Illinois State Board of Education, by the Director of the Cooperative.
- c. Involuntary (without consent of all member districts)
- i. If all of the member districts do not consent to the withdrawal of a member district properly seeking withdrawal, within the six (6) month period provided above, the following process will apply to a member seeking withdrawal:
    - a) Any member district seeking to withdraw from the Cooperative shall be required to file a proper petition seeking withdrawal with the applicable entity required by Illinois law (Regional Superintendent of Schools, or successor entity, school trustees, etc.). The member district shall be responsible for timely seeking the review and/or approval of any other entity required by law.
    - b) The filing of such a petition to withdraw must be filed not more than one (1) year after the original adoption of its resolution of notice of intent to withdraw, by the member seeking withdrawal. Failure to meet such a filing deadline shall require the member district seeking withdrawal to reinstate the withdrawal process from the beginning, as provided above in Section 1, a and b.

- c) No approval shall be effective until all required local, regional, state and judicial procedures have been completed. The effective date of any final, successful or authorized withdrawal from the Cooperative, shall be July 1<sup>st</sup> following the final effective date of the withdrawal.
- d. Division of Assets and Liabilities Following Withdrawal
  - i. The conditions and commitments which apply to a member district which has withdrawn from the Cooperative, from and after the effective date of any withdrawal from the Cooperative, are as follows:
    - a) Waiver of any and all continued rights to any assets of the Cooperative, whether real property or personal, cash or in-kind. 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.
    - b) Continuing proportionate responsibility and liability for any and all obligations or debts of Cooperative, (existing as of the effective date of withdrawal), including bonds, retirement obligations (such as incentives, related costs, employer contributions), until such obligations are extinguished or retired.
    - c) Responsibility (equivalent to that of any other member district) for any tenure (or contractual employment) protections, responsibilities, positions, assignments or duties, relative to any certified employees governed or covered by the Cooperative Articles of Agreement, and as governed by and/or required by the provisions of the Illinois School Code, or otherwise by law.
  - ii. These costs and expenses shall be apportioned on the basis of the ratio of the withdrawing member district’s official best three months average daily attendance to the total official best three months average daily attendance of all member districts, for the year immediately prior to the effective date of withdrawal.

## Section 2 – Dissolution of the Cooperative

- a. Subject to the voting requirements hereunder in Section VI, if a proper vote to dissolve the Cooperative is completed, the disposition of assets and liabilities shall be apportioned on the basis of the ratio of the withdrawing member district's official best three months average daily attendance to the total official best three months average daily attendance of all member districts, for the year immediately prior to the effective date of the dissolution. Any action to dissolve the Cooperative shall not become effective until the July 1<sup>st</sup> next following the timely adoption of resolutions by all member district boards of education, or at such time as shall be provided, by proper vote, of the member districts.

## Section 3 – Expulsion of Member District

- a. Where a school district fails to abide by the terms of this agreement or meet its financial obligations as established in this agreement or by this Cooperative, the Executive Committee, upon the affirmative vote of the majority of all members, may recommend the expulsion of such Cooperative member. The vote on such recommendation is subject to the requirements of Article VI.
- b. If the Executive Committee determines that a member district has failed to abide by the terms of this Agreement or to meet its financial obligations under this Agreement, the Executive Committee shall advise the member district of the specific failure in writing, by certified mail, return receipt requested, or other notice with evidence of delivery to and receipt by the member district, and allow the member district at least 30 days from receipt of the notice to correct the failure, or to otherwise provide assurances, acceptable to the Executive Committee, that the failure of the member district will be properly addressed, with a specific plan for doing so. Within 10 calendar days following the receipt of a written notice of a failure to abide by the terms of this Agreement or to meet its financial obligations under this Agreement, a member district can request a meeting with the Executive Committee to discuss the issues related to the written notice. Such written notice to the Executive Committee shall be sent certified mail, return receipt requested. The Executive Committee will schedule a meeting for the member district to discuss the issues related to the written notice with the Executive Committee, prior to the expiration of the 30 day period. If the Executive Committee is not able to convene with a quorum of its members within the 30 day period, such period shall be extended to allow for the meeting as soon as possible, and a final decision on moving forward with a vote on the expulsion of the member district will not be initiated until such meeting has been afforded the member district.

#### Section 4 – Becoming a New Member

- a. Any school district seeking to become a new member of the Cooperative shall submit such a request in writing to the Executive Committee. The procedure for a school district to become a member of the Leyden Area Cooperative shall also be in compliance with *The School Code of Illinois* and any required approval of the Illinois State Board of Education.

### ARTICLE VI – MEMBERSHIP VOTING REQUIREMENTS

#### Section 1 – Vote

- a. The following matters shall require the concurring vote of all member districts of the Cooperative for approval, pursuant to the requirements of Section 10-22.31 of the Illinois School Code:
  - i. Any decision to expel a member district.
  - ii. Any decision to dissolve the Cooperative.
  - iii. Any decision to allow the voluntary withdrawal of a member district.
- b. The following matters shall require a vote of 2/3rds of all the member districts for approval:
  - i. Any amendment to the Articles of Agreement that are not a result of changes in Federal or State Regulations.
  - ii. Any decision to construct or purchase new facilities, to purchase or sell real property, or to make capital improvements to any facility (in excess of \$25,000).
  - iii. Any decision to issue debt financing or bonds, for or on behalf of the Cooperative.
- c. Each member district shall have one vote.

## Section 2 – Voting Procedures

- a. Following the written recommendation of a majority of the members of the Executive Committee on any of the above issues, the member districts of the Cooperative shall be required to submit their vote with the time period fixed by the Executive Committee for such vote. If no time period is fixed, a member district must submit its vote not later than 60 calendar days from the date of the recommendation of the Executive Committee. The vote of a member district hereunder shall become effective upon receipt of a formal, written resolution from the board of education of a member district.

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