

ATTACHMENT VIII-C

ATTACHMENT VIII-C:	Approval of 04/11/2011 Revised Boone County Special Education Cooperative Joint Agreement
Suggested Motion:	Motion to approve the 4/11/2011 Revised Boone County Special Education Cooperative Joint Agreement
Recommended Action:	Approve as presented.

Attached are the original Boone County Special Education Cooperative Joint Agreement as revised on February 25, 2010 and the proposed Boone County Special Education Cooperative Joint Agreement as currently revised on April 11, 2011. All of the board representatives on the Boone County Special Education Cooperative voted in favor of the revised Joint Agreement at the April 11 Coop meeting. Belvidere District 100 approved the revised Joint Agreement on Monday, April 28, 2011. Our operational costs will decrease slightly in this Joint Agreement.

**Boone County
Special Education Cooperative**

**Joint Agreement
District #100 and #200**

Revised 2/25/10

BOONE COUNTY SPECIAL EDUCATION COOPERATIVE
JOINT AGREEMENT

ARTICLE I. - NAME

The name of this Cooperative shall be Boone County Special Education Cooperative of Boone County, Illinois (hereinafter sometimes referred to as "BCSEC").

ARTICLE II. - PURPOSE

The purpose of this joint agreement is to establish a special education cooperative in order to provide a comprehensive program of education for students residing in Boone County who qualify as being challenged by disabilities as defined by Article 14 of *The School Code* [105 ILCS 5114-1.01 et seq.]

ARTICLE III. - AGREEMENT

- A. The Boone County Special Education Cooperative consists of the following member school districts: 1) North Boone Community Unit School District #200, 17641 Poplar Grove Rd., Suite A, Poplar Grove, IL 60165; and 2) Belvidere Community Unit School District #100, 1201 Fifth Avenue, Belvidere, IL 61008.
- B. Pursuant to the provisions of *The School Code*, Belvidere Community Unit School District #100, Belvidere, Illinois, shall serve as the Administrative District of the Boone County Special Education Cooperative and acting in said capacity shall employ staff and provide office space necessary to administer, operate and supervise the Special Education Cooperative. While the Administrative District serves as the employing district for all Boone County Special Education Cooperative personnel, the administrative district accepts only those responsibilities and liabilities which are concomitant with a school district membership in the Boone County Special Education Cooperative. Individuals recommended for employment by the Boone County Special Education Cooperative will be employed by and under the contract of the Administrative District. After an employment decision is ratified by the Board of Directors, the Administrative District shall not be authorized to amend same. Responsibility for all matters except those delegated by law or those mutually agreed upon by Boone County Special Education Cooperative and the Administrative District remain with Boone County Special Education Cooperative.

ARTICLE IV. - VOLUNTARY WITHDRAWAL

- A. Procedures
Voluntary withdrawal of a Member District shall comply with the procedures set forth in Section 10-22.31 of the *School Code* (IOS ILCS 5110-22.31) as amended or any successor legislation and any state rules and regulations governing the same. Such withdrawal shall be effective as provided by said statute and regulations. Consistent with law, a member district may seek to withdraw either by filing a Petition for Withdrawal with the appropriate Regional Board(s) of School Trustees (or successor body as provided by law) or by filing a Petition to Withdraw with the other BCSEC Member Districts.
- B. Advance Notification
In either event, a member district seeking to voluntarily withdraw from BCSEC shall have its board of education adopt a resolution in support of such voluntary withdrawal and must provide said resolution to the Board of Directors no less than twelve (12)

months prior to the requested effective date of withdrawal. Said resolution shall state the reasons for the proposed withdrawal as well as the proposed effective date of withdrawal which, in no event, shall be less than twelve (12) months from the date the resolution is submitted to the Governing Board. The Governing Board shall provide such resolution to the Regional Superintendent of the appropriate Regional Office(s) of Education (or successor body as provided by law) and to each Member District's Superintendent and President of the Board of Education.

C. Consensual Withdrawal

A Member District may file a Petition for Withdrawal with the other BCSEC Member Districts no later than twelve (12) months prior to the proposed effective date of withdrawal. Such Petition shall, at a minimum, specify the basis for the proposed withdrawal, the proposed effective date of withdrawal and such other information as the petitioning member district wishes to provide. The member district Boards of Education shall consider said Petition and take such action regarding the Petition as it considers appropriate within six (6) months of the date of receipt. Any Board of Education may request additional information from the Petitioning District and the Member District petitioning for withdrawal shall comply with all reasonable requests for information and documents. Member Districts' Boards of Education shall consider the Petition and, if they vote to approve the Petition, shall do so by written resolution. Such resolution shall be forwarded to BCSEC Director and all Member Districts. If a Petition for Withdrawal is approved by all Member Districts, the Petitioning Member District shall be withdrawn from BCSEC effective the succeeding July 1st. The Petitioning Member District shall notify the Illinois State Board of Education in writing of the withdrawal upon approval by all member district Boards of Education.

D. Non-Consensual Withdrawal

A Member District not wishing to utilize the consensual process provided in Section 3 above or a Petition under Section 3 was not approved may adopt a resolution as provided in Section 2 above and file a Petition for Withdrawal with the appropriate Regional Board(s) of School Trustees (or successor body as provided by law). Said Petition shall be simultaneously submitted to the BCSEC Director who shall provide a copy to all member district Superintendents. The Director and Board of Directors shall review said Petition and determine the content and manner of response on behalf of BCSEC.

E. Rights and Obligations

- a. Assets. In the event voluntary withdrawal from this Joint Agreement is approved pursuant to the procedures in Sections 3 or 4 above, the withdrawing Member District(s) shall have no claim on any assets of BCSEC including, but not limited to, any real or personal property, buildings, land, equipment or funds of BCSEC.
- b. Liabilities. In the event voluntary withdrawal from this Joint Agreement is approved pursuant to the procedures in Sections 3 or 4 above the withdrawing district shall be responsible for its share of liabilities incurred by BCSEC prior to the effective date of withdrawal. Said liabilities include, but are not limited to, any form of debt or bonded indebtedness or notes, any retirement incentives or costs

related to retiring staff, any liabilities as provided by law or any other financial or other liabilities incurred by BCSEC pursuant to its approved budget or on behalf of the withdrawing district. Said liabilities include the costs incurred by BCSEC, including but not limited to legal costs, in responding to a voluntary withdrawal of a member district. The withdrawing district shall be responsible for its share of liabilities as that share is determined for all member school districts in the fiscal year immediately preceding the effective date of withdrawal.

ARTICLE V. - DISSOLUTION

A. Procedure for Voluntary Dissolution by Board of Directors

A voluntary dissolution of the Joint Agreement may be authorized by a two thirds vote of the entire Board of Directors, in the following manner:

1. Any member of the Board of Directors may file a proposed resolution in writing with the Chair of the Board of Directors proposing that the Joint Agreement be dissolved voluntarily, and requesting that the question of such dissolution be submitted to a vote at a meeting of the Board of Directors.
2. Written notice stating that the purpose or one of the purposes, of the meeting is to consider the voluntary dissolution of the Joint Agreement shall be given to each member of the Board of Directors. The notice shall be given within the time and in the manner provided in this Agreement for giving notice of meeting of the Board of Directors.
3. Such proposed resolution shall be filed at least twelve (12) months prior to the requested effective date of the dissolution.

B. Effect of Dissolution

Dissolution of the Joint Agreement terminates its existence. Upon dissolution, the Joint Agreement shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including:

1. Collecting its assets as provided in Section 4 below,
2. Liquidating and/or disposing of its assets as provided in Section 4 below,
3. Discharging or making provisions for discharging its liabilities,
4. Distributing cash raised pursuant to liquidation of disposition of assets and any remaining non-cash assets to member districts as provided in Section 4 below.
5. Causing the honorable dismissal of or otherwise terminating BCSEC's employees, and
6. Doing such other acts as is necessary to wind up and liquate its business and affairs.

C. Successor Districts and Consolidated Districts

In the event any member district merges or consolidates with another member district the new entity which comprises the former member districts, and is a member district at the time of dissolution, shall be entitled to the same distribution of assets of the previously existing member district(s) as if the merger or consolidation had not occurred unless specifically provided otherwise by law.

D. Determination and Distribution of Assets and Liabilities

In the event that BCSEC dissolves, its Net Assets, defined as all BCSEC real property (the fair market value of which has been appraised by an Illinois licensed real estate appraiser), personal property, and fund balances, less all expenses and BCSEC debt as of the effective date of dissolution, will be distributed as follows:

1. Real Property

Any BCSEC buildings or real property will be offered for sale to BCSEC's successor, if any ("Successor"), or BCSEC's current member district(s), at the average appraised value based on a minimum of two (2) appraisals by Illinois licensed real estate appraisers. Additional terms and conditions pertaining to such sale shall be in accordance with those promulgated by the Board of Directors.

If the Successor or one of the member districts does not purchase the building(s), the Board of Directors will place the site(s) for sale in accordance with the *School Code*, or upon such terms and conditions as the Board of Directors deems appropriate if the *School Code* fails to provide a method for sale.

The net proceeds of such sale will be distributed proportionately to the current member districts, with each member district receiving an amount calculated using the following formula:

a. Divide the average enrollment of the member district over the preceding ten (10) year period by the combined average enrollment of all member districts over the preceding ten (10) year period. Member district enrollments shall be those stated in the prior year's Illinois District Report Cards.

b. Multiply the net proceeds of the sale by the quotient from Paragraph 1.

2. Equipment and Materials

The education equipment and materials assigned to student programs will be transferred to the Successor with the stipulation that it is the Successor's intent to operate these programs for at least two (2) years. If no Successor exists, the equipment and material will be sold separately.

Any equipment and materials not transferred to a Successor will be placed for sale in accordance with the *School Code*, or upon such terms and conditions as the Governing Board deems appropriate if the *School Code* fails to provide a method for sale.

The net proceeds of such sale will be distributed proportionately to the current member districts, based on the average enrollment of the member districts over the preceding ten (10) year period, using the formula set forth in Section A.

3. Personnel Reimbursements

State and federal personnel reimbursement generated by BCSEC during the school year prior to dissolution, when forwarded by ISBE to the Regional Office of Education, will flow to the Successor, if any. If no Successor exists, such reimbursements shall flow proportionately to the member districts employing at least one individual in the position for which reimbursement was provided to BCSEC based on the average enrollment of the member districts over the preceding ten (10) year period, using the formula set forth in Section A.

4. Grant Carryover Funds

BCSEC grant carryover funds will be allocated to Member Districts as determined by a majority of the Board of Directors.

5. Remaining Fund Balances and/or Deficits

Any remaining fund balances or deficits will be distributed or charged proportionately to BCSEC's current member districts based on the average enrollment of the member districts over the preceding ten (10) year period, using the formula set forth in Section A.

ARTICLE VI. - BOARD OF DIRECTORS

A. A Board of Directors, whose primary purpose shall be to advise the Administrative District on the operational needs of the Boone County Special Education Cooperative, shall be appointed every two years. Representation from each of the participating member School Districts shall be as follows:

1. Superintendent from each member School District with the Superintendent of the Administrative District serving as Chairperson of the Board.
2. One additional administrator from each member School District.
3. Two members from the School District # 100 Board of Education.
4. Two members from the School District #200 Board of Education.

B. Duties and responsibilities of the Board of Directors shall include, but not be limited to, the following:

1. The Board of Directors shall meet a minimum of once each quarter within each fiscal year, i.e., July 1 to June 30.
2. The Board of Directors shall evaluate the effectiveness of the programs offered to eligible students by the Boone County Special Education Cooperative.

3. The Board of Directors shall approve the appointment of the Director of the Boone County Special Education Cooperative who shall be a state approved director of special education and who shall be employed under the terms determined by the Board of Directors and consistent with the requirements of the *School Code* or any successor legislation.
4. The Board of Directors shall serve as liaison to the Boards of Education of each member School District.
5. The Board of Directors shall act upon recommendations from the Director and the Administrative District of the Boone County Special Education Cooperative to establish:
 - a) Policies;
 - b) Annual Operating Budget;
 - c) Expenditures, including administrative costs, for the operation of the Boone County Special Education Cooperative, if those administrative costs are to be assessed to the member School Districts;
 - d) Type and location of special education classes and programs;
 - e) Amendments to the Joint Agreement; and
 - f) Employment of certified and non-certified staff.

ARTICLE VII. - FISCAL YEAR

The fiscal year for the Boone County Special Education Cooperative shall be the same as the school year for participating member School Districts and shall begin on July 1 and end the following June 30.

ARTICLE VIII. - FINANCE

Administrative Assessment

Added wording highlighted below

The Director of Special Education salary will be determined by the Board of Directors, including the percentage that each district will be responsible for paying. Each member School District of the Boone County Special Education Cooperative shall be assessed on a per pupil basis (i.e., the total enrollment as of the sixth day of student attendance of the preceding school year) an amount necessary to cover the costs of the Boone County Special Education Cooperative Administrative Office (as defined in Board Policy) as determined in accordance with Article 14 - Section 14-12.01 and Section 14-13.01 of *The School Code* [105 ILCS 5/14-12.01 and 14-13.01].

Usage-based Billing

The Joint Agreement will propose recommendations for service to each member district each spring based on population, need, and district request. Recommended service levels will be based on the needs of member district students for evaluation and services and based on relevant federal and state statutes and regulations. Instructional programming for students with low incidence disabilities will be charged on a per pupil tuition based upon the requirements for calculating the cost of special education programs: 23 Illinois Administrative Code. Other special services will be charged on a day contracted basis. The Boone County Special Education Cooperative Board will adopt their budget for the next school year no later than August 20 of each year. Member districts will be invoiced by July 1 for their projected costs for programs and services contracted through the Boone County Special Education Cooperative. The amounts shall be payable to the Boone County Special Education Cooperative in four equal payments due in July, September, December, and March. A reconciliation billing will be prepared in July to determine actual district services compared to projected services from the previous year. Each district will then be credited or billed the difference.

For Transportation, one-half of the total estimated cost (annual assessment) for each individual member School District shall be payable during the following months: August and December. (Delete) -- Did not delete; left in contract

Member districts will receive all ISBE student reimbursements for the students who reside within their district and personnel reimbursement for the staff they employ within their district. Personnel reimbursement for staff employed by the Joint Agreement will go to the Joint Agreement and offset the cost of programs and services to the districts. In addition each district will submit a subgrant for their district for Flow Through and Preschool Federal Funds to the Boone County Special Education Cooperative for submission to ISBE.

ARTICLE IX. - PROGRAMS AND FACILITIES

Each member district will employ the special education staff and provide the equipment, materials, and supplies necessary to provide a full continuum of educational options for children who reside in their districts with identified disabilities as defined in Section 226.75 of 23 Illinois Administrative Code. Member districts will contract with the Boone County Special Education Cooperative for instructional programs and services for which they choose not to provide directly.

Boone County Special Education Cooperative will provide the following services and programs as contracted for by the member districts:

- a) Instructional programs for low incidence disabilities
- b) Instructional programs for students with intensive needs who cannot be served by the member districts (e.g., Students with Severe ED)
- c) Support services and related services as defined at 34 CFR300.34 (e.g., Physical and Occupational Therapy, psychological services, counseling services)

- d) Technical Assistance Supervision
- e) Administrative consultation
- f) Grant and ISBE reporting requirements requiring the State Approved Director of Special Education approval and endorsement
- g) development as requested by the member districts
- h) Evaluations for Early Childhood and difficult to test students
- i) Needs assessments for member districts

Each member School District shall provide facilities (office & classroom space) for the Boone County Special Education Cooperative staff or programs, as determined by the Board of Directors, in accordance with provisions of Article IV, Section B of this Joint Agreement.

Staff:

Each member school district shall employ the special education teaching staff and paraprofessional staff necessary to provide for their own district special education classrooms. Districts may hire their support staff or may contract with the Cooperative for those services. Each district is responsible for line supervision and evaluation of district-hired staff, with input from the Cooperative Supervisory staff and/or Director as requested.

The Cooperative shall be responsible to hire, supervise and evaluate staff as requested by member districts in the areas of Psychologists, Social Workers, Speech/Language, Occupational Therapists, Physical Therapists, Vision Itinerants, Hearing Itinerants, Physically Handicapped Itinerants, pre-Vocational Staff, Office and Bookkeeping Staff, Administrative Supervisory staff and others as the Board determines necessary to provide special education services. The Cooperative shall employ, supervise, and evaluate special education teaching staff and paraprofessional staff necessary to provide instructional programs for students with low incidence disabilities as directed by the member districts. Districts may hire their own staff in these categories, where feasible. Any full-time professional worker who is employed by BCSEC and spends over 50% of his or her time in a single member district shall not be required to work a different teaching schedule than the other professional workers in that member district.

Any district who chooses to hire locally any service which previously was contracted through the Cooperative, must notify the Cooperative of its intent to hire by February 1ST of the current year, and offer the current staff assigned an opportunity to apply. In the event Cooperative staff services are reduced by this or other means, a Reduction in Force procedure will be initiated consistent with all state laws, guidelines, and statutes and consistent with this Cooperative Agreement.

Any member district may seek to access programs or services from a non-member school district, member district or special education cooperative whenever BCSEC does not provide the

special education program or service necessary for a disabled student pursuant to his/her individual education program.

ARTICLE X. - JOINT AGREEMENTS WITH OTHER SPECIAL EDUCATION DISTRICTS/COOPERATIVES

In order to provide comprehensive special education services as mandated by Article 14 of *The School Code*, the Boone County Special Education Cooperative may enter into joint agreements with other special education districts upon approval by a simple majority vote of the Board of Directors.

ARTICLE XI. - SPECIAL AGREEMENTS

The Boone County Special Education Cooperative may accept students challenged by disabilities from other school districts if approved by both the Board of Directors of the Boone County Special Education Cooperative and the Administrative District.

ARTICLE XII. - TRANSPORTATION

Transportation will be provided by Boone County Special Education Cooperative to eligible students enrolled in Boone County Special Education Cooperative Programs on a case by case basis as determined necessary by each student's IEP team. The Boone County Special Education Cooperative shall seek reimbursement of such transportation costs from the IS BE as provided by The School Code. (Delete) Did not delete – left in contract

ARTICLE XIII. - AMENDMENT TO JOINT AGREEMENT

This Joint Agreement may be amended at any time by action taken at a regular meeting of the Board of Directors when a quorum of the Board is present by a majority vote of those present and upon subsequent ratification by each member School District. If needed, the Joint Agreement may be reviewed and updated annually.

ARTICLE XIV. - OVERALL PREVAIL

In the event that any article, paragraph, clause or sentence of this Joint Agreement is determined to be invalid by law, such article, paragraph, clause or sentence shall be deemed of no effect, but such determination shall not affect any remaining portion of the Joint Agreement.

This Joint Agreement has been updated and revised in accordance with provisions in the original Agreement (see attached) and practices of the Boone County Special Education Cooperative, and becomes effective in full force as of ratification of the Boone County Special Education Cooperative Board as well as the Board of Education of the member districts.

Board Chairman, District #222

Date

Board President, District #100

Date

Board President, District #200

Date

Board Secretary Pro Tem, District #222

Date

Board Secretary, District #100

Date

Board Secretary, District #200

Date

**Boone County
Special Education Cooperative**

**Joint Agreement
District #100 and #200**

Revised 04/11/2011

BOONE COUNTY SPECIAL EDUCATION COOPERATIVE JOINT AGREEMENT

ARTICLE I. – NAME

The name of this Cooperative shall be Boone County Special Education Cooperative of Boone County, Illinois (hereinafter sometimes referred to as "BCSEC").

ARTICLE II. - PURPOSE

The purpose of this joint agreement is to establish a special education cooperative in order to provide a comprehensive program of education for students residing in Boone County who qualify as being challenged by disabilities as defined by Article 14 of *The School Code* [105 ILCS 5114-1.01 et seq.]

ARTICLE III. –AGREEMENT

- A. The Boone County Special Education Cooperative consists of the following member school districts: 1) North Boone Community Unit School District #200, 17641 Poplar Grove Rd., Suite A, Poplar Grove, IL 60165; and 2) Belvidere Community Unit School District #100, 1201 Fifth Avenue, Belvidere, IL 61008.
- B. Pursuant to the provisions of *The School Code*, Belvidere Community Unit School District #100, Belvidere, Illinois, shall serve as the Administrative District of the Boone County Special Education Cooperative and acting in said capacity shall employ staff and provide office space necessary to administer, operate and supervise the Special Education Cooperative. While the Administrative District serves as the employing district for all Boone County Special Education Cooperative personnel, the administrative district accepts only those responsibilities and liabilities which are concomitant with a school district membership in the Boone County Special Education Cooperative. Individuals recommended for employment by the Boone County Special Education Cooperative will be employed by and under the contract of the Administrative District. After an employment decision is ratified by the Board of Directors, the Administrative District shall not be authorized to amend same. Responsibility for all matters except those delegated by law or those mutually agreed upon by Boone County Special Education Cooperative and the Administrative District remain with Boone County Special Education Cooperative.

ARTICLE IV. - VOLUNTARY WITHDRAWAL

- A. Procedures
Voluntary withdrawal of a Member District shall comply with the procedures set forth in Section 10-22.31 of the *School Code* (105 ILCS 5110-22.31) as amended or any successor legislation and any state rules and regulations governing the same. Such withdrawal shall be effective as provided by said statute and regulations. Consistent with law, a member district may seek to withdraw either by filing a Petition for Withdrawal with the appropriate Regional Board(s) of School Trustees (or successor body as provided by law) or by filing a Petition to Withdraw with the other BCSEC Member Districts.

B. Advance Notification

In either event, a member district seeking to voluntarily withdraw from BCSEC shall have its board of education adopt a resolution in support of such voluntary withdrawal and must provide said resolution to the Board of Directors no less than twelve (12) months prior to the requested effective date of withdrawal. Said resolution shall state the reasons for the proposed withdrawal as well as the proposed effective date of withdrawal which, in no event, shall be less than twelve (12) months from the date the resolution is submitted to the Governing Board. The Governing Board shall provide such resolution to the Regional Superintendent of the appropriate Regional Office(s) of Education (or successor body as provided by law) and to each Member District's Superintendent and President of the Board of Education.

C. Consensual Withdrawal

A Member District may file a Petition for Withdrawal with the other BCSEC Member Districts no later than twelve (12) months prior to the proposed effective date of withdrawal. Such Petition shall, at a minimum, specify the basis for the proposed withdrawal, the proposed effective date of withdrawal and such other information as the petitioning member district wishes to provide. The member district Boards of Education shall consider said Petition and take such action regarding the Petition as it considers appropriate within six (6) months of the date of receipt. Any Board of Education may request additional information from the Petitioning District and the Member District petitioning for withdrawal shall comply with all reasonable requests for information and documents. Member Districts' Boards of Education shall consider the Petition and, if they vote to approve the Petition, shall do so by written resolution. Such resolution shall be forwarded to BCSEC Director and all Member Districts. If a Petition for Withdrawal is approved by all Member Districts, the Petitioning Member District shall be withdrawn from BCSEC effective the succeeding July 1st. The Petitioning Member District shall notify the Illinois State Board of Education in writing of the withdrawal upon approval by all member district Boards of Education.

D. Non-Consensual Withdrawal

A Member District not wishing to utilize the consensual process provided in Section 3 above or a Petition under Section 3 was not approved may adopt a resolution as provided in Section 2 above and file a Petition for Withdrawal with the appropriate Regional Board(s) of School Trustees (or successor body as provided by law). Said Petition shall be simultaneously submitted to the BCSEC Director who shall provide a copy to all member district Superintendents. The Director and Board of Directors shall review said Petition and determine the content and manner of response on behalf of BCSEC.

E. Rights and Obligations

- a. Assets. In the event voluntary withdrawal from this Joint Agreement is approved pursuant to the procedures in Sections 3 or 4 above, the withdrawing Member District(s) shall have no claim on any assets of BCSEC including, but not limited to, any real or personal property, buildings, land, equipment or funds of BCSEC.

- b. Liabilities. In the event voluntary withdrawal from this Joint Agreement is approved pursuant to the procedures in Sections 3 or 4 above the withdrawing district shall be responsible for its share of liabilities incurred by BCSEC prior to the effective date of withdrawal. Said liabilities include, but are not limited to, any form of debt or bonded indebtedness or notes, any retirement incentives or costs related to retiring staff, any liabilities as provided by law or any other financial or other liabilities incurred by BCSEC pursuant to its approved budget or on behalf of the withdrawing district. Said liabilities include the costs incurred by BCSEC, including but not limited to legal costs, in responding to a voluntary withdrawal of a member district. The withdrawing district shall be responsible for its share of liabilities as that share is determined for all member school districts in the fiscal year immediately preceding the effective date of withdrawal.

ARTICLE V. - DISSOLUTION

A. Procedure for Voluntary Dissolution by Board of Directors

A voluntary dissolution of the Joint Agreement may be authorized by a two thirds vote of the entire Board of Directors, in the following manner:

1. Any member of the Board of Directors may file a proposed resolution in writing with the Chair of the Board of Directors proposing that the Joint Agreement be dissolved voluntarily, and requesting that the question of such dissolution be submitted to a vote at a meeting of the Board of Directors.
2. Written notice stating that the purpose or one of the purposes, of the meeting is to consider the voluntary dissolution of the Joint Agreement shall be given to each member of the Board of Directors. The notice shall be given within the time and in the manner provided in this Agreement for giving notice of meeting of the Board of Directors.
3. Such proposed resolution shall be filed at least twelve (12) months prior to the requested effective date of the dissolution.

B. Effect of Dissolution

Dissolution of the Joint Agreement terminates its existence. Upon dissolution, the Joint Agreement shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including:

1. Collecting its assets as provided in Section 4 below,
2. Liquidating and/or disposing of its assets as provided in Section 4 below,
3. Discharging or making provisions for discharging its liabilities,
4. Distributing cash raised pursuant to liquidation of disposition of assets and any remaining non-cash assets to member districts as provided in Section 4 below.

5. Causing the honorable dismissal of or otherwise terminating BCSEC's employees, and
6. Doing such other acts as is necessary to wind up and liquate its business and affairs.

C. Successor Districts and Consolidated Districts

In the event any member district merges or consolidates with another member district the new entity which comprises the former member districts, and is a member district at the time of dissolution, shall be entitled to the same distribution of assets of the previously existing member district(s) as if the merger or consolidation had not occurred unless specifically provided otherwise by law.

D. Determination and Distribution of Assets and Liabilities

In the event that BCSEC dissolves, its Net Assets, defined as all BCSEC real property (the fair market value of which has been appraised by an Illinois licensed real estate appraiser), personal property, and fund balances, less all expenses and BCSEC debt as of the effective date of dissolution, will be distributed as follows:

1. Real Property

Any BCSEC buildings or real property will be offered for sale to BCSEC's successor, if any ("Successor"), or BCSEC's current member district(s), at the average appraised value based on a minimum of two (2) appraisals by Illinois licensed real estate appraisers. Additional terms and conditions pertaining to such sale shall be in accordance with those promulgated by the Board of Directors.

If the Successor or one of the member districts does not purchase the building(s), the Board of Directors will place the site(s) for sale in accordance with the *School Code*, or upon such terms and conditions as the Board of Directors deems appropriate if the *School Code* fails to provide a method for sale.

The net proceeds of such sale will be distributed proportionately to the current member districts, with each member district receiving an amount calculated using the following formula:

- a. Divide the average enrollment of the member district over the preceding ten (10) year period by the combined average enrollment of all member districts over the preceding ten (10) year period. Member district enrollments shall be those stated in the prior year's Illinois District Report Cards.
- b. Multiply the net proceeds of the sale by the quotient from Paragraph 1.

2. Equipment and Materials

The education equipment and materials assigned to student programs will be transferred to the Successor with the stipulation that it is the Successor's intent to operate these programs for at least two (2) years. If no Successor exists, the equipment and material will be sold separately.

Any equipment and materials not transferred to a Successor will be placed for sale in accordance with the *School Code*, or upon such terms and conditions as the Governing Board deems appropriate if the *School Code* fails to provide a method for sale.

The net proceeds of such sale will be distributed proportionately to the current member districts, based on the average enrollment of the member districts over the preceding ten (10) year period, using the formula set forth in Section A.

3. Personnel Reimbursements

State and federal personnel reimbursement generated by BCSEC during the school year prior to dissolution, when forwarded by ISBE to the Regional Office of Education, will flow to the Successor, if any. If no Successor exists, such reimbursements shall flow proportionately to the member districts employing at least one individual in the position for which reimbursement was provided to BCSEC based on the average enrollment of the member districts over the preceding ten (10) year period, using the formula set forth in Section A.

4. Grant Carryover Funds

BCSEC grant carryover funds will be allocated to Member Districts as determined by a majority of the Board of Directors.

5. Remaining Fund Balances and/or Deficits

Any remaining fund balances or deficits will be distributed or charged proportionately to BCSEC's current member districts based on the average enrollment of the member districts over the preceding ten (10) year period, using the formula set forth in Section A.

ARTICLE VI. - BOARD OF DIRECTORS

A. A Board of Directors, whose primary purpose shall be to advise the Administrative District on the operational needs of the Boone County Special Education Cooperative, shall be appointed every two years. Representation from each of the participating member School Districts shall be as follows:

1. Superintendent from each member School District with the Superintendent of the Administrative District serving as Chairperson of the Board.
2. One additional administrator from each member School District.
3. Two members from the School District # 100 Board of Education.
4. Two members from the School District #200 Board of Education.

B. Duties and responsibilities of the Board of Directors shall include, but not be limited to, the following:

1. The Board of Directors shall meet a minimum of once each quarter within each fiscal year, i.e., July 1 to June 30.
2. The Board of Directors shall evaluate the effectiveness of the programs offered to eligible students by the Boone County Special Education Cooperative.
3. The Board of Directors shall approve the appointment of the Director of the Boone County Special Education Cooperative who shall be a state approved director of special education and who shall be employed under the terms determined by the Board of Directors and consistent with the requirements of the *School Code* or any successor legislation.
4. The Board of Directors shall serve as liaison to the Boards of Education of each member School District.
5. The Board of Directors shall act upon recommendations from the Director and the Administrative District of the Boone County Special Education Cooperative to establish:
 - a) Policies;
 - b) Annual Operating Budget;
 - c) Expenditures, including administrative costs, for the operation of the Boone County Special Education Cooperative, if those administrative costs are to be assessed to the member School Districts;
 - d) Type and location of special education classes and programs;
 - e) Amendments to the Joint Agreement; and
 - f) Employment of certified and non-certified staff.

ARTICLE VII. - FISCAL YEAR

The fiscal year for the Boone County Special Education Cooperative shall be the same as the school year for participating member School Districts and shall begin on July 1 and end the following June 30.

ARTICLE VIII. - FINANCE

Administrative Assessment

The Director of Special Education salary will be determined by the Board of Directors, including the percentage that each district will be responsible for paying. Each member School District of the Boone County Special Education Cooperative shall be assessed on a per pupil basis (i.e., the total enrollment as of the sixth day of student attendance of the preceding school year) an amount necessary to cover the costs of the Boone County Special Education Cooperative Administrative Office (as defined in Board Policy) as determined in accordance with Article 14 - Section 14-12.01 and Section 14-13.01 of *The School Code* [105 ILCS 5/14-12.01 and 14-13.01].

Usage-based Billing

The Joint Agreement will propose recommendations for service to each member district each spring based on population, need, and district request. Recommended service levels will be based on the needs of member district students for evaluation and services and based on relevant federal and state statutes and regulations. Instructional programming for students with low incidence disabilities will be charged on a per pupil tuition based upon the requirements for calculating the cost of special education programs: 23 Illinois Administrative Code. Other special services will be charged on a day contracted basis. The Boone County Special Education Cooperative Board will adopt their budget for the next school year no later than August 20 of each year. Member districts will be invoiced by July 1 for their projected costs for programs and services contracted through the Boone County Special Education Cooperative. The amounts shall be payable to the Boone County Special Education Cooperative in four equal payments due in July, September, December, and March. A reconciliation billing will be prepared in July to determine actual district services compared to projected services from the previous year. Each district will then be credited or billed the difference.

For Transportation, one-half of the total estimated cost (annual assessment) for each individual member School District shall be payable during the following months: August and December.

Member districts will receive all ISBE student reimbursements for the students who reside within their district and personnel reimbursement for the staff they employ within their district. Personnel reimbursement for staff employed by the Joint Agreement will go to the Joint Agreement and offset the cost of programs and services to the districts. In addition each district will submit a subgrant for their district for Flow Through and Preschool Federal Funds to the Boone County Special Education Cooperative for submission to ISBE.

ARTICLE IX. - PROGRAMS AND FACILITIES

Each member district will employ the special education staff and provide the equipment, materials, and supplies necessary to provide a full continuum of educational options for children who reside in their districts with identified disabilities as defined in Section 226.75 of 23 Illinois Administrative Code. Member districts will contract with the Boone County Special Education

Cooperative for instructional programs and services for which they choose not to provide directly.

Boone County Special Education Cooperative will provide the following services and programs as contracted for by the member districts:

- a) Instructional programs for low incidence disabilities
- b) Instructional programs for students with intensive needs who cannot be served by the member districts (e.g., Students with Severe ED)
- c) Support services and related services as defined at 34 CFR300.34 (e.g., Physical and Occupational Therapy, psychological services, counseling services)
- d) Technical Assistance Supervision
- e) Administrative consultation
- f) Grant and ISBE reporting requirements requiring the State Approved Director of Special Education approval and endorsement
- g) development as requested by the member districts
- h) Evaluations for Early Childhood and difficult to test students
- i) Needs assessments for member districts

Each member School District shall provide facilities (office & classroom space) for the Boone County Special Education Cooperative staff or programs, as determined by the Board of Directors, in accordance with provisions of Article IV, Section B of this Joint Agreement.

Staff:

Each member school district shall employ the special education teaching staff and paraprofessional staff necessary to provide for their own district special education classrooms. Districts may hire their support staff or may contract with the Cooperative for those services. Each district is responsible for line supervision and evaluation of district-hired staff, with input from the Cooperative Supervisory staff and/or Director as requested.

The Cooperative shall be responsible to hire, supervise and evaluate staff as requested by member districts in the areas of Psychologists, Social Workers, Speech/Language, Occupational Therapists, Physical Therapists, Vision Itinerants, Hearing Itinerants, Physically Handicapped Itinerants, pre-Vocational Staff, Office and Bookkeeping Staff, Administrative Supervisory staff and others as the Board determines necessary to provide special education services. The Cooperative shall employ, supervise, and evaluate special education teaching staff and paraprofessional staff necessary to provide instructional programs for students with low

incidence disabilities as directed by the member districts. Districts may hire their own staff in these categories, where feasible. Any full-time professional worker who is employed by BCSEC and spends over 50% of his or her time in a single member district shall not be required to work a different teaching schedule than the other professional workers in that member district.

Any district who chooses to hire locally any service which previously was contracted through the Cooperative, must notify the Cooperative of its intent to hire by February 1ST of the current year, and offer the current staff assigned an opportunity to apply. In the event Cooperative staff services are reduced by this or other means, a Reduction in Force procedure will be initiated consistent with all state laws, guidelines, and statutes and consistent with this Cooperative Agreement.

Any member district may seek to access programs or services from a non-member school district, member district or special education cooperative whenever BCSEC does not provide the special education program or service necessary for a disabled student pursuant to his/her individual education program.

ARTICLE X. - JOINT AGREEMENTS WITH OTHER SPECIAL EDUCATION DISTRICTS/COOPERATIVES

In order to provide comprehensive special education services as mandated by Article 14 of *The School Code*, the Boone County Special Education Cooperative may enter into joint agreements with other special education districts upon approval by a simple majority vote of the Board of Directors.

ARTICLE XI. - SPECIAL AGREEMENTS

The Boone County Special Education Cooperative may accept students challenged by disabilities from other school districts if approved by both the Board of Directors of the Boone County Special Education Cooperative and the Administrative District.

ARTICLE XII. - TRANSPORTATION

Transportation will be provided by Boone County Special Education Cooperative to eligible students enrolled in Boone County Special Education Cooperative Programs on a case by case basis as determined necessary by each student's IEP team. The Boone County Special Education Cooperative shall seek reimbursement of such transportation costs from the IS BE as provided by The School Code.

ARTICLE XII. - AMENDMENT TO JOINT AGREEMENT

This Joint Agreement may be amended at any time by action taken at a regular meeting of the Board of Directors when a quorum of the Board is present by a majority vote of those present and upon subsequent ratification by each member School District. If needed, the Joint Agreement may be reviewed and updated annually.

ARTICLE XIII. - OVERALL PREVAIL

In the event that any article, paragraph, clause or sentence of this Joint Agreement is determined to be invalid by law, such article, paragraph, clause or sentence shall be deemed of no effect, but such determination shall not affect any remaining portion of the Joint Agreement.

This Joint Agreement has been updated and revised in accordance with provisions in the original Agreement (see attached) and practices of the Boone County Special Education Cooperative, and becomes effective in full force as of ratification of the Boone County Special Education Cooperative Board as well as the Board of Education of the member districts.

Board Chairman, District #222

Date

Board President, District #100

Date

Board President, District #200

Date

Board Secretary Pro Tem, District #222

Date

Board Secretary, District #100

Date

Board Secretary, District #200

Date