

**FORD COUNTY SPECIAL EDUCATION COOPERATIVE
JOINT AGREEMENT**

Revised August 11, 2016

by the

Ford County Special Education Cooperative

Executive Committee

JOINT AGREEMENT DOCUMENT FOR FORD COUNTY SPECIAL EDUCATION COOPERATIVE

ARTICLE I – NAME AND AUTHORITY

1.1 NAME

The name of this joint agreement shall be the Ford County Special Education Cooperative (hereinafter the “Cooperative”).

1.2 AUTHORITY

Authority for the Ford County Special Education Cooperative is contained in Articles 3-15.14 and 10-22.31, 10-22.31a of the Illinois School Code and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

ARTICLE II – PURPOSE

2.1 The purpose of the Ford County Special Education Cooperative shall be to develop and operate those special education programs needed for children with disabilities in conformity with Article 14 of the Illinois School Code and the Individuals With Disabilities Education Improvement Act of 2004 (IDEA), 20 U.S. C. 1400 *et seq.*, for its member districts

2.2 The Ford County Special Education Cooperative may contract with other school districts, joint agreements or agencies outside the County when necessary to provide special education programs and services in conformity with Article 14 of the Illinois School Code and the provisions of IDEA.

ARTICLE III – ORGANIZATION

3.1 Membership in this Cooperative shall be extended to Paxton-Buckley-Loda Community Unit School District #10, Paxton, Illinois and Gibson City-Melvin-Sibley Community Unit School District #5, Gibson City, Illinois, and any other school districts in or around the Ford County area that may enter into this joint agreement in the future subsequent to June 30, 2003.

3.2 Membership for districts seeking to join the Cooperative in the future shall be granted by two thirds (2/3) vote of the entire Executive Committee. This membership is also subject to approval by the Illinois State Board of Education.

Districts joining the Ford County Special Education Cooperative shall abide by the Articles of this Joint Agreement document and the other policies and procedures of the Ford County Special Education Cooperative. Any entrance fee as recommended by the

Director of Special Education and approved by the Executive Committee shall be paid as a condition of new membership.

- 3.3 Membership in the Ford County Special Education Cooperative shall continue and be bound hereby from year to year.
- 3.4 In the event of withdrawal of any member district from the Cooperative, said district shall make payment of outstanding obligations as defined in Article XV, 15.4 below within 90 calendar days of the effective date of withdrawal. Said district shall also forfeit its share of the equipment owned by the Cooperative and any other assets belonging to the Cooperative.

ARTICLE IV – ADMINISTRATIVE DISTRICT

- 4.1 One member district shall be designated by the Executive Committee as the Administrative Agent for the Ford County Special Education Cooperative.
- 4.2 Said Administrative District shall serve as the legal agent for hiring administrative personnel, for collecting and distributing funds and in all other instances where a legal entity is required to execute the affairs of the Cooperative. The Administrative District shall be chosen by majority vote of the Executive Committee.
- 4.3 The Administrative District on behalf of the Cooperative shall employ the Director of Special Education and all other Cooperative personnel as described in this Joint Agreement upon approval of the Executive Committee. The member districts shall employ their own personnel for classroom teaching and envision that only the following positions will be cooperative positions not necessarily assigned to one particular district. They are: Director of Special Education, Records Custodian, Secretary, Psychologists, Certified Occupational Therapist Assistants, Physical Therapy Assistants, and Speech-Language Pathologists. The Executive Committee is granted the authority to expand this category if a need exists.

ARTICLE V – EXECUTIVE COMMITTEE

- 5.1 The governance function of the Ford County Special Education Cooperative shall be vested in the Executive Committee. The Executive Committee shall be composed of the Superintendent and one school board member from each member district, and the Superintendent of the Regional Office of Education. Other board members from member districts may serve as alternates in the event of absence of a regularly named Superintendent or board member.

- 5.2 The Executive Committee shall elect from their membership, by majority votes of a quorum, to the positions of Chairman and Vice-Chairman of the Executive Committee for one-year terms, July 1 through June 30. A quorum shall consist of a simple majority. The Chairman shall preside over the meetings and shall sign necessary documents and forms, except those documents requiring execution by a legal entity. In such cases, such documents must be signed by an individual of the Administrative District with binding authority provided said alternates have been given authority to act by their respective Boards prior to serving on the Executive Committee. The Vice-Chairman will fulfill the duties and responsibilities of the Chairman when he/she is absent.
- 5.3 The Executive Committee shall also appoint a secretary to perform functions customarily inherent in the duties of a secretary. The secretary may be a member of the Executive Committee or a school secretary, and shall serve a one-year term July 1 through June 30.
- 5.4 The Executive Committee shall meet on a regular basis, no less than quarterly. Special meetings may be called by the Director of Special Education, the Chairman of the Executive Committee, or a majority of the Executive Committee. If the special meeting is called because of a request to the Chairman, the Chairman will call the meeting no less than five (5) days after the request is received. The request and notice must specify the purpose of the special meeting. Meetings shall be conducted primarily based on Robert's Rules of Parliamentary Procedure. Meetings shall also comply with all notice and other provisions of the Illinois Open Meetings Act. The Executive Committee may also appoint professional or lay committees for purposes of study of special education services.
- 5.5 Executive Committee members shall each have one vote. A simple majority shall approve most business. A two-thirds (2/3) vote is required of the membership of the Executive Committee to: (a) approve new member districts to the Cooperative; (b) amend the Joint Agreement document articles; and (c) to change the number of persons who serve on the Executive Committee or positions that make up the Executive Committee.
- 5.6 The Executive Committee shall approve the Administrative District's employment of Cooperative personnel, shall approve the budget, payroll and bills related to the administrative functions, shall approve necessary forms and documents required and perform any and all other duties necessary. The Executive Committee may delegate any of these functions to the Administrative District or to appropriate personnel as permitted by law.

- 5.7 Superintendents serve on the Executive Committee indefinitely. Board members may serve terms consistent with their election to the member district boards and may serve the Executive Committee on a continuing basis.
- 5.8 The Executive Committee shall create and enforce policy and by-laws as required to be consistent with this Joint Agreement, the Illinois School Code and the IDEA. Absent by-laws, the Joint Agreement shall be the instrument governing the operation of the Cooperative.

ARTICLE VI – DIRECTOR OF SPECIAL EDUCATION AND OTHER PERSONNEL

- 6.1 A qualified Director of Special Education and other necessary central office staff shall be approved by the Executive Committee and employed by the Administrative District on behalf of the Cooperative. The Director shall be responsible to the Executive Committee. The performance evaluation of the Director shall be completed by the Executive Committee.
- 6.2 The Director shall be the Chief Executive Officer of the Cooperative and will perform duties as established by the Executive Committee, pursuant to the requirements of Article 14 of the Illinois School Code and the provisions of IDEA.
- 6.3 Necessary administrative and/or support personnel will be employed to assist the Director, with duties established by the Executive Committee.
- 6.4 One or more School Psychologists will be employed by the Administrative District as approved by the Executive Committee to work from the Cooperative office at salaries to be determined by the Executive Committee. Other necessary personnel may be hired by the Administrative District as determined by the Executive Committee.
- 6.5 All personnel employed by the Administrative District and approved by the Executive Committee shall be subject to the personnel/employment policies of the Administrative District. However, any full-time professional worker, as defined by the School Code, who spends over fifty percent (50%) of his/her time in one school district shall not be required to work a different teaching schedule than other professional workers in that school district.

ARTICLE VII – PERSONNEL

- 7.1 Each member district shall assume the responsibility of employing their own certified and non-certified instructional personnel to serve the special education needs of students with disabilities. Services of such district personnel may be shared by the other member district(s) as mutually agreed by the districts involved. However, any full-

time professional worker, as defined by the Illinois School Code, who spends over fifty percent (50%) of his/her time in one school district shall not be required to work a different teaching schedule than other professional workers in that school district. Employees employed by the district(s) will take their instruction from the Principal of the school in which the employee is working.

ARTICLE VIII – TRANSPORTATION

- 8.1 Each member district shall assume responsibility of providing transportation for the students of that district attending special classes, unless otherwise determined by the Executive Committee.

ARTICLE IX – FISCAL MATTERS

- 9.1 As a legal agent of the Cooperative, the Administrative District shall follow statutory procedures for adoption of the annual budget as prepared by the Director of Special Education and approved by the Executive Committee. Said budget must be approved by the Executive Committee and will reflect cash carryover from the previous operating year, estimated revenues, expenditures and ending balances. The Fiscal Year shall be July 1 through June 30.
- 9.2 Portions of revenues billed to member districts shall be made on a percentage share based upon the 6th day enrollment of the previous year.
- 9.3 Any offsetting revenues from the Illinois State Board of Education personnel reimbursements, grants or other state or federal revenues generated by the Cooperative shall be applied to the Cooperative's budget.
- 9.4 Any cash carryover from the previous year may be applied to the new year budget, or may be returned to member districts as determined by the Executive Committee.
- 9.5 All monies received by the Administrative District on behalf of the Cooperative shall be deposited in a bank selected by the Executive Committee. Bills shall be paid as approved, from a monthly listing, by the Administrative District's Board of Education for those items approved within the budget. The monthly listings will be presented to the Executive Committee at its next meeting for review.
- 9.6 Any budgeted State of Illinois reimbursements affected by pro-ration shall be billed back to member districts to balance the Cooperative's budget.

ARTICLE X – INTERGOVERNMENTAL AGREEMENTS WITH OTHER SPECIAL EDUCATION PROGRAMS AND COOPERATIVES

- 10.1 The Ford County Special Education Cooperative may enter into intergovernmental agreements with other school districts, special education districts/cooperatives or with non-public programs to provide member district children with needed education programs and services, or to provide other school districts outside the Cooperative membership with needed programs and services for their children with disabilities.
- 10.2 Per capita tuition costs for children enrolled in intergovernmental agreements with other districts outside the Cooperative membership shall be computed in accordance with the Illinois School Code, Section 14-7.01, or as it may be subsequently amended. Contracts of tuition with other districts or cooperatives may be formal or informal, upon the decision of the Director and Administrative District.
- 10.3 Tuition costs for children enrolled in non-public facilities shall be determined by the Governor’s Purchased Care Review Board.
- 10.4 The manner of sharing costs for personnel, programs, and other expenses related to the operation of the Cooperative shall be determined by action of the Executive Committee.

ARTICLE XI – AMENDMENTS

- 11.1 The Joint Agreement of the Ford County Special Education Cooperative may be altered or changed at any time in a regular meeting of the Executive Committee by a two-thirds (2/3) majority vote. Proposals for amendments should be reviewed by member districts’ Boards of Education prior to voting.

ARTICLE XII – LAW OF ILLINOIS

- 12.1 The Agreement shall be governed by the law of the State of Illinois. Any statute duly enacted by the Illinois legislature or the federal government shall take precedence over the terms of this Agreement if there are conflicting provisions.

ARTICLE XIII – SEVERABILITY

- 13.1 In the event any part of this Joint Agreement is declared void or unenforceable by a court of competent jurisdiction, such portion shall be severed, and the remainder shall continue in full force and effect.

ARTICLE XIV – COMPLETE AGREEMENT

14.1 This agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the formation, organization, and business of the Cooperative. No modifications of this Agreement shall be binding on the parties unless approved in accordance with Article XI above. This Agreement shall be binding on the successors of the parties and shall become effective as of July 1, 2002.

ARTICLE XV – VOLUNTARY WITHDRAWAL

- 15.1 Procedures for the withdrawal of a member board of education from the Joint Agreement will be in accordance with the Illinois School Code (see sections 5/10-22.31 and 5/7-6), as amended, or any successor legislation and the requirements and rules adopted by the Illinois State Board of Education. A school district wishing to withdraw from the Joint Agreement must obtain from its school board a written petition to the Executive Committee of its intent to withdraw on or before December 30th of the school year preceding the proposed final school term of participation.
- 15.2 Consensual Withdrawal: If all Joint Agreement member boards adopt written concurring resolutions agreeing to the proposed withdrawal, the withdrawing member board need not file a petition with the regional board(s) of school trustees seeking approval of the proposed withdrawal. Withdrawal will be effective the following July 1. The Executive Committee shall notify the State Board of Education of the approved withdrawal in writing.
- 15.3 Non-Consensual Withdrawal: If the Joint Agreement member boards do not adopt written concurring resolutions agreeing to the proposed withdrawal within one (1) year following the adoption of its written resolution approving withdrawal, or if the withdrawing member district does not wish to utilize the consensual withdrawal process provided in subsection XV, 15.2 above, the member board seeking withdrawal may file a petition for withdrawal with the regional board(s) of school trustees (or successor body as provided by law) 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 regional board(s) of school trustees (or successor body as provided by law) within fourteen (14) months following adoption of its written resolution approving withdrawal, the member board seeking withdrawal shall reinstate the withdrawal process under subsection XV, 15.1 above. The Special Education Director and Executive Committee shall review the withdrawing member district's petition and recommend to the member districts the content and manner of response on behalf of the Cooperative. The Executive Committee shall make final determinations regarding the Cooperative's response to a petition for withdrawal filed with the regional board(s) of school trustees.
- 15.4 In the event withdrawal from the Joint Agreement is granted as set forth in Section 15.1, equipment and assets of the Cooperative shall be divided evenly on a per

child basis using the most recent December 1st Child Count except the Cooperative 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”). In the event there are any bonds or notes of the Joint Agreement outstanding and unpaid, the principal and interest to pay its proportionate share of the principal of and interest on the bonds and notes shall be a general obligation of the withdrawing district payable from any and all sources of revenue designated for that purpose by the board of education of the district and shall be irrevocable notwithstanding the district's withdrawal from membership in the Joint Agreement. The member board seeking withdrawal shall remain liable for its share of any Joint Agreement liability that arose or accrued before the effective date of withdrawal. Such liabilities shall include, but not be limited to notes, bonds and debt certificates; retirement incentives and other costs related to staff retirements, including employer contributions or other payments for the Illinois Teachers’ Retirement System or the Illinois Municipal Retirement Fund. Said liabilities include the costs incurred by the Cooperative, including but not limited to legal costs, in responding to a voluntary withdrawal of a member district. Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member board’s share of Joint Agreement liabilities shall be determined based on the withdrawing member board’s district enrollment as a percentage of the total current enrollment of all member districts as identified in the last fall public school housing report for each member district prior to the effective date of withdrawal.

ARTICLE XVI – INVOLUNTARY WITHDRAWAL/EXPULSION

- 16.1 Where a member board fails to comply with the terms or conditions of these Articles of Joint Agreement, Executive Committee policies, or fails to meet the financial obligations established by these Articles of Joint Agreement and Executive Committee policies, the Executive Committee may expel such member board from the Joint Agreement. Expulsion shall be effective on July 1 following approval of the expulsion by two-thirds of the members of the Executive Committee. A member board that is expelled from the Joint Agreement shall be deemed to irrevocably waive any interest in the assets of the Joint Agreement, including but not limited to real property, buildings, equipment and materials, and funds, provided, however, that the Cooperative 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”). Such member board shall remain liable for its share of any Joint Agreement liabilities that arose or accrued before effective date or expulsion. The Joint Agreement shall provide written notice of the proposed expulsion, and the reason(s) therefore, to a member board not less than thirty

(30) days before the proposed expulsion is presented to the Executive Committee for approval. Within fifteen (15) days of its receipt of the written notice of the proposed expulsion, the member board may submit a written request to the Special Education Director to address the Executive Committee prior to consideration of the proposed expulsion.

ARTICLE XVII – DISSOLUTION

17.1 The Joint Agreement may be dissolved by the approval of a written resolution by a two-thirds vote of the Executive Committee. 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 written resolutions by the Executive Committee.

17.2 In the event the Cooperative dissolves, its net assets will be distributed as follows:

A. 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 Executive Committee 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.

B. Personnel Reimbursements

State and federal personnel reimbursement generated by the Cooperative during the school year prior to dissolution, when forwarded to the Administrative District, shall be distributed to the member districts in the same proportion as they used the program or service for which reimbursement was granted.

C. Carryover Funds

The Cooperative shall return to each then-current member board any unspent Federal IDEA Part B Funds generated by students in the school district (i.e. "carryover").

D. Remaining Fund Balances and/or Deficits

Any remaining fund balances or deficits will be distributed or charged proportionately to the Cooperative's current member districts, based on the percentage of usage by current member districts for usage based services.