

**ARTICLES OF JOINT AGREEMENT
OF THE
SOUTHWEST COOK COUNTY COOPERATIVE
ASSOCIATION FOR SPECIAL EDUCATION**

ARTICLE I - NAME

This Association shall be known as the Southwest Cook County Cooperative Association for Special Education.

ARTICLE II - PURPOSE

In conformance with the *Illinois School Code* and in compliance with the County Plan as approved by the State Advisory Committee, the purpose of this Association shall be to bring together in Southwest Cook County, by joint agreement of school districts, special education programs through the establishment of classes, services, and facilities as needed by the member districts as now or hereafter may be described in the *Illinois School Code* at 105 ILCS 5/10-22.31, 5/10-22.31a, 5/10-22.31b and Article 14.

ARTICLE III - MEMBERSHIP

Section A - Membership in this Cooperative shall include the following school districts:

District 113	Lemont	District 159	Matteson
District 117	North Palos	District 160	Country Club Hills
District 118	Palos	District 210	Lemont High School
District 142	Forest Ridge	District 228	Bremen High School
District 145	Arbor Park	District 230	Consolidated High School
District 146	Tinley Park		

Section B - In accepting membership in this Cooperative, each district agrees to accept and carry out the following responsibilities:

1. Be assessed for administrative and operational service and program costs according to

policies established by the Board of Directors.

2. Render prompt payment in accordance with these Articles of Joint Agreement and the policies of the Board of Directors as billed by the Executive Director.
3. Provide classroom space for Cooperative programs as necessary on a rotation basis with other member districts. Each district should provide a classroom for Cooperative programs at a minimum of one classroom every three years. Multi-classroom space needs of Cooperative cluster programs (including, but not limited to, Deaf/Hard of Hearing high school, elementary and junior high; D.E.S.T.I.N.Y elementary) should be considered by member districts in any planning for future facility expansion. If space is necessary for a Cooperative program and none is available, the Board of Directors shall determine appropriate action.
4. Provide space for itinerant and related service providers as needed in accordance with district practice.
5. Publicly support the policies, procedures and actions of the Board of Directors and all Cooperative services and programs.

Section C - New Membership

Prospective new members shall submit written application to the Executive Director for the Director's recommendation to the Board of Directors for action. Approval must be by two-thirds of all member district boards of education. New members shall begin membership at the start of the first fiscal year following the approval of membership.

Section D – Withdrawal

Notice of intent to withdraw from membership shall be submitted in writing to the Executive Director not less than one year prior to the proposed effective date. All withdrawals will be effective not less than one year following the written request and pending approval at the Cooperative and State levels. This written request should be submitted to the Executive Director for the Director's recommendation to the Board of Directors for action. Prior to taking action the Board of Directors and withdrawing district must come to agreement regarding the terms and conditions of withdrawal. Two-thirds of member school district boards of education must approve the withdrawal and the terms and conditions thereof. The withdrawing district shall withdraw from the Cooperative by petition in accordance with Section 5/10-22.31(a) of the *Illinois School Code* and subject to Article IV, Section E of these Articles of Joint Agreement.

ARTICLE IV - ORGANIZATION

The Cooperative shall be governed by a Board of Directors. The Board of Directors shall function as the decision making body regarding all matters except withdrawal of a member district of the acceptance of a new member district.

Section A - Board of Directors

1. The Board of Directors shall consist of each superintendent of schools of the cooperating districts.
2. It is the intent of the cooperating districts that the administrative duties and responsibilities of the Board of Directors and its officers be shared by the superintendents of schools of all of the cooperating districts. In furtherance of such intent, the Board shall utilize a system which

rotates nominees for the offices of chairman, vice chairmen and secretary such that each cooperating district's superintendent of schools serves as an officer at least once in each six (6) year period commencing July 1, 1999. Based on such rotational system, at its regular June meeting every two years, the Board of Directors shall elect a chairman, two vice chairmen and a secretary for a two-year term from the applicable group of superintendents shown below. Said officers will assume their duties on the July 1 immediately following their election and serve a two year term. In the event that the Board does not hold a June meeting, the officers shall be elected at the Board's next regular meeting and shall immediately assume their duties. In order to implement a system of rotating nominees for Board officers, member districts are hereby divided into three Groups, as follows:

Group One: Districts 118, 145, 159, and 210

Group Two: Districts 113, 146 and 230

Group Three: Districts 117, 142, 160 and 228

3. Each cooperating district superintendent of schools shall be responsible for the fulfillment of all of the duties of the Board of Directors and any additional duties as a Board officer or committee member. Each cooperating district superintendent shall attend Board of Director meetings and the meetings of those committees to which the superintendent is appointed. A member district superintendent may designate, in writing, another district administrator who does not serve as the district's director of special education to attend Board of Director meetings and the meetings of those committees to which the superintendent is appointed.
4. The duties of the Board of Directors shall be:

- a. to meet monthly on a date to be determined or upon call of the Chairman of the Board of Directors or two of the Board's members
- b. to establish future direction of the Cooperative
- c. to consider proposed amendments to the Articles of Joint Agreement as submitted by the Executive Director, consistent with Article IV ORGANIZATION, Section E - General Provisions.
- d. to establish the position of recording secretary
- e. to establish policies and operating procedures
- f. to administer budget and approve expenditures
- g. to approve the employment, discipline and dismissal of all personnel
- h. to review monthly reports of the Executive Director and staff and report the same to member districts including monthly minutes and financial reports
- i. to disseminate approved policy and procedures to member districts
- j. to approve the annual budget
- k. to employ an Executive Director, determine salary, set term of office and delegate such duties as may be necessary for the efficient operation of the Cooperative.
- l. to establish special committees for study and implementation of areas as needed
- m. to authorize salary and fringe benefits which shall not be based on those of the Administrative District
- n. to determine and assess an access fee in accordance with ARTICLE IV, ORGANIZATION, Section D-General Provisions, paragraphs 5 and 6.

- o. to establish programs and to allocate the costs thereof to member districts that utilize such programs
- p. to acquire a facility necessary for the operation of transition programs, or property necessary to construct a facility, by December 31, 2012, and to finance the acquisition and/or construction, all subject to Article IV, Section E and the approval by two-thirds (2/3) of the Board of Directors

all subject to ratification by the Administrative District.

5. Quorum and Voting Procedures

- a. a quorum of the Board of Directors shall consist of a majority of the cooperating district superintendents of schools
- b. each member shall have one vote

Section B - Administrative District

- 1. Administrative District Appointment. The Administrative District shall serve at least a four year term from July 1 to June 30. At any time, it shall take two-thirds (2/3) vote of the Board of Directors to change the appointment of the Administrative District. Whenever the Board of Directors changes the Administrative District, appointments will be made for four-year terms.
- 2. Duties. The Administrative District, through its Board of Education, shall have the following duties:
 - a. to serve as legal and fiscal agent
 - b. to adopt a budget as approved by the Board of Directors

- c. to ratify salaries and expenses as approved by the Board of Directors
- d. to ratify personnel as approved by the Board of Directors
- e. render billing annually to the Cooperative for services in an amount not less than \$12,000, plus expenses
- f. to ratify other actions approved by the Board of Directors pursuant to these Articles of Joint Agreement

Section C - Director

- 1. The Executive Director shall
 - a. hold proper certification for that position as required by the Illinois State Board of Education
 - b. serve as the chief executive officer of the Cooperative
 - c. function under the Policies of the Cooperative and perform such other duties as may be delegated by the Board of Directors, or as may be required by law or these Articles of Joint Agreement.

Section D - General Provisions

- 1. In order to promote the continuity and efficiency of Cooperative programs, all special education programs in the Cooperative and in individual districts will be coordinated through the Executive Director. The establishment and operation of all special education programs and services shall be under the coordination and educational direction of the Executive Director. Member districts which establish and operate special education programs and

services shall collaborate with the Executive Director in furtherance of the Executive Director's coordination and direction of district programs and services. Claim forms for appropriate programs and personnel will be filed through the Executive Director of the Cooperative.

2. Policies and procedures of the Administrative District shall prevail where no Cooperative policies are in existence.
3. Any member district that has not paid the Cooperative amounts billed for Cooperative operations, programs and/or services within sixty (60) days of billing shall establish a payment plan for the outstanding sums that is acceptable to the Board of Directors or its designee. The payment plan shall be reduced to writing and will be binding on the member district after the approval of the Board of Directors or its designee. Unless waived by the Board of Directors, in its sole discretion, upon written request of a member district for good cause shown, interest on any Cooperative billing that is unpaid by a member district shall accrue interest after sixty (60) days of billing. The determination of the Board of Directors regarding a member district's request to waive interest shall be considered final and not subject to appeal. In addition to the foregoing provisions, the Cooperative reserves the right to refuse to accept placement of any new student from a member district in arrears. In the event that a member district refuses to make payment to the Cooperative or fails to establish and follow a payment plan acceptable to the Board of Directors or its designee, any interest waived by the Board of Directors shall be deemed rescinded and interest shall be calculated as if it had not been waived, the placement of new students shall be refused, and the member district shall be submitted to a collection agency. The Board of Directors reserves the right to

pursue such other remedies as the Board may authorize. In the event that the Board of Directors initiates litigation to collect amounts unpaid by the member district, the member district hereby agrees to pay, as part of any judgment against the district, accumulated interest, the costs of such litigation and the reasonable attorney's fees incurred by the Board of Directors in furtherance thereof.

4. All financial accounting by the Township Treasurer of Cooperative funds shall be kept separate from Administrative District funds.

5. Services Participation

a. All districts are expected to provide services locally whenever possible. If a district cannot provide services locally and therefore must seek assistance outside the local district, said district must contact the Cooperative and consider Cooperative services prior to seeking non-Cooperative services. The services are as follows:

1. Assistive Technology
2. Case Study Evaluation
3. Occupational Therapy Screenings, Evaluations and Services
4. Physical Therapy Screenings, Evaluations and Services
5. Behavioral Consultation
6. Orientation and Mobility Evaluations and Services
7. Hearing Impaired Itinerant Evaluations and Services
8. Vision Impaired Itinerant Evaluations and Services
9. Audiological Evaluations and Services
10. Vocational Evaluations and Services

11. Job Development and Job Coach
12. Adaptive P.E. Evaluations and Services
13. Challenge Course
14. Staff Development
15. Technical Assistance
16. Medical and Specialized Evaluations
17. Other Services as needed

Any member district electing to alter its participation in Cooperative services must notify the Executive Director in writing no later than February 1 of the school year preceding the change. The proposed change will be presented to the Board of Directors no later than its annual March meeting, which must grant approval by a two-thirds vote.

- b. Access Fee. In the event that a member district does not participate in Cooperative services as they indicated on their February 1 participation notification form, such member district shall pay to the Cooperative an access fee which shall be determined by the Board of Directors in its sole discretion. The Board of Directors shall determine such fee so as to defray all cost increases incurred by the Cooperative and the participating member districts as a result of the change of participation by such member district in services. In the event that the non-participating member district fails to pay the assessed access fee, the Board of Directors is authorized to initiate such judicial or other proceedings as it may determine necessary to affect compliance. Such actions may include seeking the specific performance of the

nonparticipating member district and/or an award of monetary damages in the amount of the access fee, which shall be considered liquidated damages for purposes of any such action. In addition to the foregoing, the Cooperative shall be entitled to full reimbursement from the nonparticipating member district of all attorney's fees and costs incurred to affect compliance with this provision.

6. Program Participation

a. All districts are expected to provide programs locally whenever possible. If a district cannot provide programs locally and therefore must seek assistance outside the local district, said district must contact the Cooperative and consider Cooperative programs prior to seeking non-Cooperative programs.

1. Deaf/Hard of Hearing
2. Communication Development
3. Adapted Behavior/Communication Development
4. Braun Alternative Education
5. Braun Therapeutic
6. D.E.S.T.I.N.Y. (Multi needs)
7. Project Challenge
8. Transitional Employment Programs
9. Transition
10. Other programs as needed

Any member district electing to alter its participation in Cooperative programs must notify the Executive Director in writing no later than February 1 of the school year

preceding the change. The proposed change will be presented to the Board of Directors, no later than its March meeting, which must grant approval by a two-thirds vote.

- b. Access Fee. In the event that a member district does not participate in Cooperative programs as they indicated on their February 1 participation notification form, such member district shall pay to the Cooperative an access fee which shall be determined by the Board of Directors in its sole discretion. The Board of Directors shall determine such fee so as to defray all cost increases incurred by the Cooperative and the participating member districts as a result of the change of participation by such member district in programs. In the event that the non-participating member district fails to pay the assessed access fee, the Board of Directors is authorized to initiate such judicial or other proceedings as it may determine necessary to affect compliance. Such actions may include seeking the specific performance of the nonparticipating member district and/or an award of monetary damages in the amount of the access fee, which shall be considered liquidated damages for purposes of any such action. In addition to the foregoing, the Cooperative shall be entitled to full reimbursement from the nonparticipating member district of all attorney's fees and costs incurred to affect compliance with this provision.
7. Any full-time school psychologist employed by the Cooperative who spends more than fifty percent (50%) of his/her time in one member school district shall not be required to work a different teaching schedule than the other school psychologists in that member district.

8. Any member district discontinuing, reducing or altering participation in any Cooperative program and/or service in order to provide such program and/or service in the district shall permit SWCCCASE to continue to employ personnel for the then-existing positions serving the new in-district program and/or service. Such member district shall provide services and/or programs with its own employees only as the positions held by such SWCCCASE personnel become vacant. A position shall not be considered vacant if SWCCCASE must assign a teacher with contractual continued service or educational support employee to such position to avoid a reduction in force or to implement recall rights pursuant to Sections 5/10-23.5 or 5/24-12 of the *Illinois School Code*.

Section E - Acquisition, Construction, Maintenance and Financing of a Facility for Transition Programs

1. Acquisition/Construction/Maintenance.

As necessary, the Executive Director shall recommend the acquisition and/or construction of a facility to house the Cooperative transition programs to the Board of Directors. Such recommendations shall include methods for funding acquisition and/or construction costs, and the long-term maintenance costs for the facility. The facility, or property necessary to construct the facility, shall be acquired by December 31, 2012, and shall be subject to approval by two-thirds (2/3) of the Board of Directors. The facility shall be the property of the Cooperative for the use of Cooperative transition programs.

2. Financing.

As provided by the *Illinois School Code* or as otherwise permitted by law, the Board of Directors may, by resolution approved by two-thirds (2/3) of the Board of Directors, borrow

money and, in evidence of the obligation to repay the borrowing, issue debt certificates for the purpose of acquiring, constructing, altering, repairing, enlarging and equipping any building or portions thereof, together with any land or interest therein, necessary to provide a special education facility and services for Cooperative transition programs. The interest accruing annually on the debt certificates, plus any principal due, shall be billed in their entirety to the member high school districts and allocated on a fee-for-service basis (*i.e.*, as part of the per student tuition charge for transition programs).

Subject to approval by two-thirds (2/3) of the Board of Directors, which majority shall include the approval of at least two (2) members of the Board of Directors representing high school districts, the Board may operate other Cooperative programs at the facility. If so approved, and based on usage of the facility, the Board shall designate a portion of the interest and principal on the debt certificates to the cost of such programs. The designated interest and principal shall be billed to the member districts whose children attend the programs and allocated on a fee-for-service basis (*i.e.*, as part of the per student tuition charge for the programs).

In no event, shall any allocation method alter the Cooperative's payment obligation relative to the certificate holders. The annual budget adopted by the Board of Directors shall include and provide for the payment of the principal necessary to retire the debt certificates and for the payment of the interest accruing thereon.

None of the foregoing provisions shall be deemed to prevent or prohibit the Board of Directors from issuing new debt certificates at a more favorable rate and retiring a prior issuance of debt certificates.

3. Sale of Facility.

In the event that the Board of Directors determines that the facility is no longer necessary for Cooperative transition programs, the Board of Directors may, by resolution approved by two-thirds (2/3) of the Board of Directors and as otherwise permitted by law, determine to sell the facility. In such event, the Board of Directors shall utilize the proceeds from the sale to retire or provide for the retirement and payment of the remaining principal and interest on any debt certificates issued to acquire, construct or maintain the facility. Any net proceeds remaining after the sale of the facility and retirement or provision for the retirement of the principal and interest on such debt certificates shall be distributed to the member high school district boards of education based on each high school district's usage of the facility as reflected by the aggregate of the transition program tuition billed to and paid by each high school district for transition programs operated at the facility prior to sale. In the event that the proceeds from the sale of the facility are inadequate to retire or provide for the retirement and payment of the remaining principal and interest for such debt certificates, liability for the remaining principal and interest payments for such debt certificates will be assessed annually against the member high school districts based on each member high school district's total district enrollment as a percentage of the sum of all of the current member high school districts' total enrollments as identified in the last fall public school housing reports for all member high school districts.

4. Withdrawal of member high school district from the Cooperative.

Following withdrawal by a member high school district from the Cooperative, the withdrawing high school district board of education shall remain liable for its share of any

remaining principal and interest accruing on debt certificates that have been issued by the Board of Directors under this Section by the effective date of withdrawal. The withdrawing high school district board of education's share of the value of the facility, and liability for any remaining principal and interest on the debt certificates, will be determined based on the withdrawing high school district's total district enrollment as a percentage of the sum of all of the current member high school districts' total enrollments (including the withdrawing district) as identified in the last fall public school housing reports for all member high school districts prior to the effective date of withdrawal.

Section F- Amendments

1. Proposed amendments to the joint agreement shall be submitted to the Board of Directors at least thirty (30) days prior to any Board of Directors meeting.
2. The Board of Directors shall study each proposed amendment and may, if approved by two-thirds (2/3) of the members of the Board of Directors, submit any proposed amendment with recommendation(s) to the member district boards of education.
3. Amendments approved by two-thirds (2/3) of the Board of Directors shall become effective once ratified by two-thirds (2/3) of the member district boards of education.