ARTICLE I – NAME

This joint agreement special education cooperative shall be known as the Lockport Area Special Education Cooperative, hereafter referred to as “LASEC”.

ARTICLE II – PURPOSE

The purpose of LASEC shall be to operate special education programs to meet the needs of children with disabilities described in Article XIV of the School Code who are legal residents of the Member Districts or otherwise approved for services in accordance with the terms of LASEC Articles of Joint Agreement (hereinafter “Joint Agreement”).

ARTICLE III – ORGANIZATION

A. Membership


2. Continuity of Membership. Membership shall continue, and Member Districts shall be bound hereby, from year-to-year unless, a Member District provides written notice to the Director and the Chairman of the Board of Directors of LASEC of that district’s intention to withdraw in accordance with procedures established in Article III(A)(4), a Member District is excluded in accordance with Article III(A)(3), or LASEC dissolves.

3. New Members.

   a. A non-member public school district may petition LASEC for membership status. Any such petition shall be sent to the Chairman of the Board of Directors and the Executive Director and include:

      1) A certified copy of the signed resolution from the Board of Education of the petitioning school district authorizing the petition and agreeing to the following conditions if approved for membership:

          a) To abide by applicable LASEC policies and procedures and the terms of the LASEC Articles of Joint Agreement (hereinafter “Joint Agreement”);

          b) To appoint the Superintendent as the District’s representative to the LASEC Board of Directors;
c) To pay within 30 days of receipt of notice of acceptance the current annual assessment for LASEC Member District prorated for that school year; and

d) To waive claim to any and all rights or interest in LASEC assets accrued by the Member Districts prior to the effective date of the petitioning district’s membership in LASEC.

2) The reason(s) for seeking Member District status and its benefit to the petitioning district and its students, and

3) The projected financial and programmatic impact of the petition on LASEC and the current Member Districts and their students.

The petition may be sent by certified or registered U.S. mail, return receipt requested; personal delivery with signed and dated receipt; or other recognized mail or parcel delivery service, with signature of receipt required.

b. Upon receipt of the petition for membership, the Executive Director shall prepare a written report discussing the anticipated implications of admitting the petitioning school district as a Member District on LASEC and the then current Member Districts, including recommendations for the remaining Member Districts’ consideration.

c. If all of the current Member Districts approve the petition, the petitioning school district shall become a member of LASEC effective the date of approval by the last current Member District. The LASEC Executive Director shall notify the Illinois State Board of Education of the approved amendment of the Joint Agreement to include the new Member District and send to each Member District an amendment of the Joint Agreement reflecting the change in membership at Article III(A)(1), without further action by the Board of Directors or Member District boards.

d. If all of the current Member Districts do not approve the petition, the petitioning district and remaining Member Districts shall be so notified.

4. **Exclusion.** Any Member District failing to abide by this Joint Agreement may be excluded from membership by a 3/5 majority vote of the members of the Board of Directors. The Board shall advise a Member District of the Board’s decision to exclude that Member District from LASEC at the end of the current school year by providing written notice to the Member District on or before January 1 preceding the end of the current school year. Distribution of assets and remaining liabilities of excluded districts shall be in accordance with the terms and procedures set forth in Article III(A)(5)(c) below. Once the Member District’s exclusion takes effect, the Executive Director shall notify the Illinois State Board of Education of the approved amendment of the Joint Agreement and issue to the remaining Member District’s an amendment of the Joint Agreement reflecting the change in membership at Article III(A)(1), without further action by the Board of Directors or Member District boards.

5. **Withdrawal.** Member Districts may withdraw from LASEC by:
a. Petitioning the Regional Board(s) of School Trustees, pursuant to procedures set forth in Section 5/10-22.31 of the School Code and all other applicable law; or

b. Petitioning the remaining Member Districts as follows:

1) Obtaining from its Board a written resolution authorizing the withdrawal from LASEC at least 16 months prior to the July 1 effective date of the withdrawal.

2) Providing a petition for withdrawal to the Chairman of the Board of Directors and the LASEC Executive Director within 14 days after adoption of the resolution. The petition minimally shall include: a certified copy of the written resolution authorizing withdrawal, the proposed effective date of the withdrawal, the reason(s) for withdrawal and its benefit to the withdrawing district and district students, and the projected financial and programmatic impact of the withdrawal on LASEC and the remaining Member Districts and their students. The petition may be sent by certified or registered U.S. mail, return receipt requested; personal delivery with signed and dated receipt; or other recognized mail or parcel delivery service, with signature of receipt required.

3) Upon receipt of the petition for withdrawal, the Executive Director of LASEC will timely notify the remaining Member Districts and advise or otherwise prepare a report for the remaining Member Districts detailing the implications of the petition for withdrawal for LASEC and the remaining Member Districts and their respective students, including recommendations for the remaining Member Districts’ consideration.

4) If all of the remaining Member Districts approve the withdrawal by written resolution, the petition shall take effect as of July 1 following the date of approval by the remaining Member District that last acted on the petition. The LASEC Executive Director shall notify the Illinois State Board of Education of the approved written withdrawal and provide the remaining Member Districts with an amendment of the Joint Agreement reflecting the change in membership at Article III(A)(1), without further action by the Board of Directors or Member District boards.

5) If there is not unanimous approval of the petition for withdrawal, or the petition for withdrawal is not acted upon by all remaining Member Districts within a period of nine (9) months from the date of receipt of a timely filed petition, then the petitioning Member District may seek to withdraw by complying with the provisions of Section 5/10-22.31 of the School Code requiring the filing of a petition with the regional board(s) of school trustees.

c. Distribution of Assets Upon Withdrawal.

In the event of a withdrawal of any Member District from LASEC, said district shall be reimbursed for money due, if any, and/or make payment of out-standing
obligations to LASEC. The withdrawing district waives any and all rights it may have to any and all LASEC assets but remains liable for its share of any LASEC liabilities that arose or accrued before the effective date of withdrawal.

6. **Dissolution.** The Board of Directors may recommend the dissolution of LASEC to the Member District Boards of Education, based upon a 3/5\(^{th}\) majority vote of the Board of Directors. If the recommendation of the Board of Directors is adopted by 3/5\(^{th}\) of the then current Member District Boards of Education, LASEC shall dissolve effective June 30 of the school year in which the dissolution was approved. In the event of the dissolution of LASEC, each Member District shall make payments due to LASEC for any outstanding Member District obligations to LASEC. Once legal obligations of LASEC have been settled, including reimbursements that may be due Member Districts, any and all remaining assets shall be distributed among the Member Districts based on the following: 50% based on the past five (5) year average of the administrative assessment and 50% based on the past five (5) year average of program usage.

B. **Administrative District**

1. **Identification.** One Member District shall be designated as the Administrative District on an annual basis by a majority vote of the Board of Directors. Said District shall be provided a fee established yearly for serving as Administrative District.

2. **Authority.** Said Administrative District shall be the legal entity for LASEC as provided by Section 5/10-22.31 of The School Code of Illinois.

3. **Employment of LASEC Employees.** The Board of Education of the Administrative District shall ratify the employment of the Executive Director and all other certified and non-certified employees of LASEC who are recommended by the Board of Directors.

4. **Termination of LASEC Employees.** The right to discharge LASEC employees shall rest with the Board of Directors with ratification by the Administrative District.

5. **Budget Ratification.** The budget for the program and the salary schedule(s) for LASEC employees shall be ratified by the Administrative District as recommended by the Board of Directors.

6. **Approval of Expenditures.** The Board of the Administrative District shall approve expenditures of all LASEC funds as recommended by the Board of Directors and sign all legal documents of LASEC.

7. **Limited responsibility as Agent for LASEC.** The Administrative District shall be governed in the discharge of its responsibilities by the Board of Directors but shall not be required to take illegal action nor expend funds without adequate provision for reimbursement having been previously made by the Board of Directors. In all of its actions, the Administrative District shall act only in its capacity as the legal and fiscal agent for the LASEC Member Districts and the Board of Directors.
C. Board of Directors

1. **Composition.** The Board of Directors shall be composed of the Superintendent of each Member District. In the event the Superintendent is unavailable to attend a Board of Directors meeting, his or her Administrative Designee may attend in his/her stead.

2. **Officers.** The Board of Directors shall, from its membership, elect a Chairperson, Vice-Chairperson and Secretary once annually at the June Board meeting. Said officers will assume their duties on July 1 immediately following their election and shall serve a one 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.

3. **Quorum.** A quorum shall consist of a simple majority of the Member Districts Superintendents.

4. **Voting Rights.** Each Member District Superintendent shall be entitled to one (1) vote on any action considered by the Board of Directors. Unless otherwise required by law, no action shall be taken unless approved by a majority vote of the Superintendents present. In the event a Superintendent is not present for a meeting at which one or more votes are taken, his/her Administrative Designee may exercise the Superintendent’s one vote on any matter other than the following: adoption of the LASEC annual budget, exclusion of Member Districts, appointment of the LASEC Executive Director, dissolution of LASEC or amendment of the Joint Agreement. On any matter for which the Administrative Designee cannot vote, the Superintendent, may exercise his/her vote by proxy by providing to the Executive Director, in advance of the meeting at which the vote is to be taken, his/her vote in writing, signed and dated by the Superintendent.

5. **Duties.** The duties of the Board of Directors shall include but not be limited to the following:

   a. to adopt and amend the annual budget;

   b. to employ, appoint and dismiss a Director, establish his/her salary and other compensation, and evaluate his/her performance;

   c. to appoint, employ and dismiss such certified and other professional staff necessary to provide supervision, consultation, business administration, and other appropriate direct services in LASEC programs;

   d. to appoint, employ and dismiss the certified teachers and educational support necessary to provide special education and related services in programs operated by LASEC, whether located in LASEC facilities or Member District buildings;

   e. to approve expenditures and contracts for services, and authorize payroll in accordance with the annual budget, as may be amended;

   f. to review and adopt policies;
g. to establish or construct facilities consistent with the purpose of LASEC; and

h. to exercise such other powers as may be exercised by a joint agreement under law which are not otherwise assigned to others in this Joint Agreement.

D. Operating District

1. **Definition.** An Operating District is a Member District that operates a minimum of one full-time special education program and/or related service. Relationships with LASEC are outlined and defined under the heading “Required Program Participation”.

2. **Staff, Materials and Equipment.** An Operating District may employ its staff, purchase and provide furniture, fixtures and necessary classroom equipment and material for the conduct of such programs.

3. **Supervision.** An Operating District, in consultation with LASEC, shall determine to what degree supervision will be provided by said district and/or provided by LASEC. Supervision may include one or more of the following: technical assistance, consultation, direct supervision, evaluation, monitoring, and recruitment of employment of personnel.

4. **Notice of Personnel/Program Needs.** An Operating District shall notify the Director in writing of its personnel/program needs for the next school year, as they relate to LASEC, by January 15 of each school year.

5. **Reduction in Program and/or Service.** If an Operating District reduces its involvement in LASEC by a program and/or service, such Operating District will provide written notification of the specific nature of the change to the Board of Directors by November 1 of the current year for implementation the following school year.

E. **Required Program Participation**

LASEC Member Districts shall be required to participate in the following LASEC programs/services as a condition of continued membership:

1. Birth to three evaluation or assessment
2. Child Find
3. Assistive Technology Services
4. Vision/Hearing/Physically Disabled Itinerant Services
5. Early Childhood programs
6. Communication Development programs
7. OT and PT
8. Behavioral Specialist Itinerant Services
9. Emotional Disability Alternative program
10. Multi-Needs program
11. Federal grants
12. Inservice training
13. Technical assistance, monitoring, and consultation
14. Administrative services
15. Use of LASEC forms, program criteria, policy and procedures
16. Other programs that are requested by Member Districts and approved by a 3/5 majority vote of the Board of Directors.

F. Non-Participation Fee

1. Applicability & Fee Calculation. In the event that a Member District does not participate in programs as required by Article III, (E), and does not provide proper notice as required in Article III, (D)(4), such Member District shall pay to LASEC a fee-in-lieu-of participation 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 administrative and program cost increases incurred by LASEC and the participating Member Districts as a result of the lack of participation by such Member District.

2. Enforcement Authorization. In the event that the non-participating Member District fails to pay the assessed fee-in-lieu-of participation, the Board of Directors shall be authorized to initiate legal proceedings as it may determine necessary to affect compliance. Such actions may include seeking the specific performance of the non-participating Member District/or an award of monetary damages in the amount of the fee-in-lieu-of participation, which shall be considered liquidated damages for purposes of any action. In addition to the foregoing, LASEC shall be entitled to full reimbursement from the non-participating Member District of all attorney fees and costs incurred to effect compliance with this provision. Nothing in this paragraph is intended to limit the Board of Directors in exercising other options available for addressing a Member Districts’ failure to pay an assessed fee-in-lieu of participation.

ARTICLE IV – STAFF, PROGRAMS AND SERVICES

A. Executive Director

1. Procedure for Employment. The Executive Director (hereinafter “Director”) shall be employed by LASEC upon the recommendation of the Board of Directors and ratification by the Administrative District.

2. Duties, Responsibilities & Authority.

a. The Executive Director shall recommend such matters as he/she may deem necessary or desirable for the efficient and proper execution of LASEC.

b. The Executive Director shall be responsible for the operation of all phases of special education on behalf of LASEC.

c. The Executive Director shall assist member districts to establish services for eligible students with disabilities, recruit certified personnel and establish suitable facilities for special education programs.
The Executive Director shall assist member districts in establishing programs for eligible homebound students. The home district will assume responsibility for employment of the instructors and shall provide local supervision.

e. The Executive Director shall develop programs and processes, which serve to identify eligible students with disabilities who reside within the LASEC boundaries.

f. The Executive Director shall be responsible for the preparation of all required state and federal reports pertaining to special education and such other reports required by the Administrative District or requested by the Board of Directors.

g. The Executive Director shall be responsible for supplies and equipment needed by LASEC within its budgetary limits.

h. The Executive Director shall have such other authority and responsibility as specifically set forth in this Joint Agreement or by the Board of Directors related to the management of LASEC which is not prohibited by law or the terms of this Joint Agreement.

B. Staff Other Than The Executive Director

1. Procedure for Employment. The employment of LASEC staff members shall be approved by the Board of Directors and ratified by the Administrative District based upon the recommendation of the Executive Director.

2. Duties, Responsibilities & Authority. The duties, responsibilities and authority of all staff members shall be defined by the Board of Directors according to guidelines established by the Illinois State Board of Education and as stated in the LASEC policy manual.

C. Programs and Services

1. Member District Plan Development. Each Member District, in cooperation with LASEC, shall annually prepare a district plan, describing the range of programs and services that the Member District will provide and those programs and services that the Member District cannot provide, consistent, however with the provisions of Article III, (E) and (F).

2. Low-incidence Programs. LASEC will continue to be responsible for providing low-incidence programs, including services for deaf, hard-of-hearing, physically and multiply impaired, cognitively impaired, blind and visually impaired, students with emotional disabilities and programs and services outlined under “Required Program Participation” at Article III(E).

3. Compliance with Article XIV of the School Code. LASEC shall provide special education programs and services as stated in Article XIV of The School Code of Illinois, and the Rules and Regulations promulgated there under, to all eligible students with disabilities who are residents of the Member Districts or approved for
LASEC Services under the terms of the Joint Agreement. In addition, LASEC shall comply with all applicable Federal laws and regulations.

4. Services for Prior Member Districts. LASEC may provide programs and services to any public school district that has withdrawn in the form of coordination and itinerant services for low-incidence disabilities. These programs and services will be billed to non-Member Districts.

ARTICLE V – PHYSICAL FACILITIES/ HOUSING

A. Member District Facilities. Each Member District agrees that it will, subject to approval of its Board of Education, provide facilities in such Member Districts for special services and classes for its own students and/or students from other Member Districts.

B. Maintenance Fee. Each Member District that provides district-owned classroom facilities for classes operated by LASEC, shall receive a maintenance fee for rooms provided. The maintenance fee shall be established by the Board of Directors.

C. Space for Related Service Providers. Each Member District shall be expected to provide working space for psychologists, school social workers, speech therapists and other itinerant personnel. No maintenance fee will be charged for this space.

D. LASEC Offices. LASEC shall provide office space for the Executive Director and central office staff members.

ARTICLE VI – TRANSPORTATION

A. Member District Election. Each Member District may assume the responsibility for providing transportation for students with disabilities residing in said district or between said district and another Member District.

B. LASEC Coordinated Transportation. LASEC will contract, on behalf of its Member Districts, transportation for students with disabilities not provided by Member Districts.

C. Fees. Each Member District will be responsible for direct payment to the transportation company and will file their own claim for reimbursement.

D. Consultative Services. The Director of Special Education shall serve as a consultant regarding special education transportation requirements for each Member District.

ARTICLE VII – BUDGET

A. Preparation. A budget containing proposed expenditures and revenues shall be prepared by the Executive Director and presented to the Board of Directors at least thirty-one (31) days prior to the July Board meeting.

1. The budget shall be accompanied by an estimated summary of program tuition costs, administrative costs and transportation costs.
2. The Budget Analysis shall contain the methods and schedule for determining the annual costs for all Member Districts.


C. Payment of Expenses by Member Districts.

1. All Member Districts shall pay their proportionate share of LASEC-approved expenses when they become due and payable as determined by the Board of Directors.

2. All Member Districts shall attempt to pay their proportionate share of costs promptly.

3. When in good faith prompt payment is not possible because funds are not available, the matter will be discussed by the Board of Directors (or with the Member District(s) advancing funds), and an agreement will be developed with the Member District unable to pay its proportionate share of the amounts due LASEC.

ARTICLE VIII – TUITION

A. Authority. LASEC may accept students with disabilities from school district(s)/Cooperative(s) outside LASEC boundaries upon the recommendation of the Director and the approval of the Board of Directors.

B. Charges. Cost to the non-Member Districts will be computed and charged as outlined in Section 5/14-7.01 of The School Code of Illinois and include an administrative assessment fee as determined by the Board of Directors.

C. Placement of Students Outside LASEC Boundaries. Students from the Member Districts within LASEC may be placed in appropriate programs outside the boundaries of LASEC when appropriate programs are not available within LASEC.

ARTICLE IX – NON-DISCRIMINATION

No person shall, on the basis of sex, race, color, creed, age, disability, national origin, or other legally protected category be excluded from participation, be denied the benefits of, or be subjected to discrimination under any educational program or activity operated by LASEC.

ARTICLE X – AMENDMENTS

Except as otherwise set forth in this Joint Agreement, any proposed amendment of this Joint Agreement shall be submitted in writing by a member of the Board of Directors to the Board of Directors. If three-fifths of the Board of Directors approve the amendments, the amendment shall be submitted to the Member District Boards of Education for approval. Such amendment becomes effective when approved by three-fifths of the Member District Boards of Education.
ARTICLE XI – MISCELLANEOUS

Any full-time qualified worker who is employed by the joint agreement program and spends over fifty (50) percent of his/her time in one member school district shall not be required to work a different teaching schedule from the other qualified worker in that district, if any.

Adopted by the Board of Directors: March 10, 2004
Adopted by Administrative District: Chaney-Monge School District 88 March 16, 2004
Effective: July 1, 2004
Amended by the Board of Directors
Effective: May 14, 2010