ARTICLES OF JOINT AGREEMENT
FOR
PROVISO AREA FOR EXCEPTIONAL CHILDREN

ARTICLE I - GENERAL PROVISIONS

1-1 NAME
The name of this special education joint agreement shall be PROVISO AREA FOR EXCEPTIONAL CHILDREN (hereinafter "PAEC").

1-2 DEFINITIONS
"Eligible child" or "eligible children" shall mean a student or students who qualify for special education and related services under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §1400, et seq. and Article 14 of the Illinois School Code, 105 ILCS 5114-1.01 et seq.

1-3 PURPOSES
The purposes of PAEC, in cooperation with its member districts, shall be as follows:
  a. To determine in cooperation with member school district personnel those children who may be in need of special education and related services.
  b. To provide special education and related services to the eligible children who reside in its member school districts as may be defined and mandated by the Illinois School Code.

1-4 ORGANIZATION
PAEC shall be organized as a legal entity joint agreement under 105 ILCS 5/10-22.31.

1-5 AUTHORITY
In order to fulfill its purposes, PAEC shall have the following authorities:
  a. To employ an Executive Director/Superintendent and such other professional staff as may be appropriate and necessary to carry out programs.
  b. To provide for the administration and financing of programs in accordance with the Illinois School Code and other applicable Illinois and Federal law.
  c. To establish curriculum and program entrance and exit criteria.
  d. To establish staffing levels, supervise staff, and evaluate staff assigned to programs.
  e. To determine program locations.
  f. To acquire, construct, establish, maintain and/or lease facilities as may be necessary to assure for the provision of services.
  g. To consider and/or provide additional programs or services when requested to do so by PAEC member school districts.

ARTICLE II - MEMBERSHIP

2-1 Membership in PAEC shall include the following school districts:
  a. Elementary school districts
     1. Berkeley School District 87
     2. Bellwood School District 88
     3. Maywood School District 89
     4. Broadview School District 92
     5. Hillside School District 93
  b. High school districts
     1. Proviso Township High School District 209
2-2 By membership in PAEC, each school district member agrees to accept and carry out the following responsibilities:

a. Be assessed for administrative and operational costs according to procedures or policies established by the Governing Board.
b. Render prompt payment of assessments.
c. Provide appropriate classroom space.
d. Support the policies, procedures and actions of the Governing Board, but reserve the right of minority opinion.

2-3 NEW MEMBERSHIP
Prospective members shall submit written application to the Governing Board. Approval of admission must be by two-thirds (2/3) vote of the total membership of the Governing Board. Membership fees for any new member shall be determined by the Governing Board. New members shall provide PAEC with a certified copy of a Board of Education resolution ratifying these Articles of Joint Agreement, as may be amended from time to time.

2-4 VOLUNTARY WITHDRAWAL OF MEMBERSHIP
a. In General. Procedures for the withdrawal of a member Board of Education from PAEC will be in accordance with the Illinois School Code (See Sections 5/10-22.31 and 5/7-6) and consistent with the requirements and rules adopted by the Illinois State Board of Education.

b. Procedures.
1. **Initiation of Withdrawal Process.** A member Board that seeks to withdraw from PAEC shall adopt a written resolution approving its withdrawal. Such written resolution shall state the proposed effective date of the withdrawal, the specific reason(s) for withdrawal, the benefits of withdrawal to the withdrawing Board and its students, and the projected financial and educational impact of the proposed withdrawal upon PAEC and the remaining member districts and their students. Within thirty (30) days after adopting the written resolution, and no later than eighteen (18) months prior to the proposed effective date of withdrawal, a member Board seeking withdrawal shall present such written resolution and a petition to withdraw to the President of the PAEC Governing Board, the PAEC Executive Director and the Superintendents of Schools for the remaining member districts by certified mail, return receipt requested, or personal delivery with receipt.

2. **Member Boards Concur.** If all PAEC member Boards of Education adopt written concurring resolutions agreeing to the proposed withdrawal, the withdrawing member Board need not file a petition with the applicable board(s) of school trustees, or the Boards of Education for those districts that fall under the oversight of the abolished regional board, as may be applicable, seeking approval of the proposed withdrawal. Withdrawal will be effective on July 1 following the approval of a written concurring resolution by all of the member Boards of Education. If all of the member Boards adopt concurring resolutions, the withdrawing member Board shall provide written notice of the approved withdrawal to the Illinois State Board of Education.
3. Member Boards Do Not Concur. If the PAEC member Boards of Education do not adopt written concurring resolutions agreeing to the proposed withdrawal within one (1) year following the adoption of its written resolution approving withdrawal, the member Board seeking withdrawal must file its petition with the board(s) of school trustees, or the Boards of Education for those districts that fall under the oversight of the abolished regional board, as may be applicable, 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 board(s) of school trustees or Boards of Education, as may be applicable, within fourteen (14) months following adoption of its written resolution approving withdrawal, the member Board seeking withdrawal shall reinitiate the withdrawal process under subsection b.1 above.

4. Disposition of Assets and Liabilities. Except as may be otherwise provided in these Articles of Joint Agreement, and as a condition of withdrawal, a member Board seeking withdrawal shall be deemed to irrevocably waive any interest in the assets of PAEC, including but not limited to real property, buildings, equipment and materials, and funds. The member Board seeking withdrawal shall remain liable for its share of any PAEC liabilities 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 to the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund; and the contractual continued service of certificated staff employed for joint agreement programs as determined pursuant to Sections 14-9.01, 24-11 and 24-12 of the Illinois School Code. Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member Board's share of PAEC liabilities shall be determined based on the withdrawing member Board's district enrollment as a percentage of the total current enrollment of all PAEC member districts as identified in the last fall public school housing report for each member district prior to the effective date of withdrawal.

2-5 INVOLUNTARY REMOVAL FROM MEMBERSHIP

a. Refusal of any member school district to provide classrooms as specified in the PAEC Administrative Policies and Procedures and any amendments thereto which may subsequently be adopted, failure of any member district to make any payments required for the operation of PAEC, or breach of any other provision of these Articles of Joint Agreement may be grounds for involuntary removal of the district from membership in PAEC.

b. Following a vote of a majority of the Governing Board, written notice will be forwarded to the Board of Education of the member school district in question specifying the causes which, if not corrected within a specified period of time, will result in removal.

c. Should the Board of Education of the subject member school district fail to rectify the matters contained in the notice within the specified time, the Governing Board shall, upon reasonable notice, call a special meeting for hearing upon the matter. Said meeting shall be scheduled no earlier than ten (10) days from the date of the certified notice.

d. A vote of two-thirds (b) of the total membership of the Governing Board shall be required to affect involuntary removal of the subject member school district. Such removal shall not, however, relieve the district of obligations incurred during participation, and membership in the Joint Agreement. Such removal shall become effective no later than July 1 following the date of action by the Governing Board.
e. Appeals from such involuntary removal may be taken to the Illinois State Board of Education.

f. Final approval of involuntary removal of a member school district shall be made by action of the PAEC Governing Board.

g. A member district that is involuntarily removed from PAEC membership shall be deemed to irrevocably waive any interest in the assets of PAEC, including but not limited to real property, buildings, equipment and materials, and funds. Such member district shall remain liable for its share of any PAEC liabilities that arose or accrued before effective date of removal as determined under Section 2-4 b.4. above in the case of a member district's withdrawal.

2-6 DISSOLUTION
PAEC may be dissolved by the approval of a written resolution by all of the member district Boards of Education. 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 a written resolution by all of the member Boards, or on such other July 1 as all of the member Boards' resolutions authorize. In the event of dissolution, PAEC assets will be liquidated and the net proceeds thereof, after satisfaction of liabilities, distributed to the Boards of Education that were members of PAEC on the date when the last member Board approved the written resolution for dissolution. The distribution to each member Board shall be based on its 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 dissolution.

ARTICLE III - GOVERNANCE

3-1 GOVERNING BOARD

a. COMPOSITION. PAEC shall be governed by a Governing Board comprised of one Board of Education member from each member school district. Each member Board of Education shall designate its Governing Board member representative and an alternate who shall serve in the absence of the representative. In the event that neither the representative nor the alternate can attend a given meeting, the member Board of Education may select a substitute Board member to attend and exercise voting privileges at a specified meeting. In the event of a vacancy, the member Board of Education shall designate its new Governing Board member representative and/or alternate within thirty (30) days thereof.

b. OFFICERS. The Governing Board officers shall be a President, Vice-President and Secretary. The PAEC Executive Director/Superintendent shall serve the Governing Board as an executive officer without voting rights. Officers shall be elected by the Governing Board. Terms of office shall be one (1) year.

c. MEETINGS. The Governing Board shall hold regular monthly meetings. Special meetings may be called by the President or three (3) members of the Board in accordance with law.

d. PROCEDURES. A majority of the full membership of the Governing Board shall constitute a quorum. Unless otherwise provided in these Articles or by law, when a vote is taken upon any measure before the Governing Board, a quorum being present, a majority of the votes of the members voting on the measure shall determine the outcome thereof. Each Governing Board member shall have one (1) vote.

e. POWERS AND DUTIES. The powers and duties of the Governing Board shall include, but not be limited to, the following:

1. To prepare and present to each member district a preliminary budget at least sixty (60) days prior to the budget hearing.
2. To hold an annual budget hearing and adopt an annual budget not later than September 1 of each fiscal year.
3. To develop and adopt policies for the operation of PAEC.
4. To employ and evaluate the performance of an Executive Director/Superintendent, set his/her compensation, benefits and tenure of office, and delegate such duties as may be necessary for the efficient operation of PAEC.
5. To employ certified and educational support personnel and set compensation and benefits.
6. To inaugurate all PAEC educational programs pursuant to the local district option.
7. To meet monthly on a date to be determined.
8. To provide for a treasurer who shall be the Township Treasurer.
9. To establish an Executive Board comprised of the Superintendent, or designee, from each member school district in PAEC.
10. To contract for services.
11. To approve expenditures.
12. To establish an imprest fund.
13. To apply for and accept grants and gifts.
14. To perform such other acts as may be authorized by these Articles of Joint Agreement or by law.

3-2 EXECUTIVE BOARD
   a. An Executive Board composed of the Superintendent, or designee, from each member school district in PAEC shall be established by the Governing Board.
   b. A representative from the Executive Board shall be in attendance, as a non-voting body, at all meetings of the Governing Board.
   c. The Chairperson of the Executive Board shall be a Superintendent of a member school district and selected on an annual basis during the December meeting.
   d. The Executive Board shall endeavor to review and develop recommendations on all action items to be presented before the Governing Board. However, the Governing Board shall not be precluded from taking action in the absence of a recommendation from the Executive Board. The Executive Director/Superintendent or his/her designee shall be in attendance at all meetings of the Executive Board.
   e. All Executive Board members shall be notified of all Executive Board meetings at least 48 hours in advance of such meetings. An agenda shall accompany the notice of any meeting. The time limit of 48 hours for a specific meeting may be waived if a majority of Executive Board members agree and notice is otherwise provided in accordance with the *Illinois School Code* and the *Open Meetings Act*.
   f. All actions of the Executive Board shall be in the form of recommendations to the Governing Board presented by an Executive Board representative or the Executive Director/Superintendent.
   g. The Executive Board shall meet on a monthly basis prior to the regularly scheduled Governing Board meeting.
   h. A majority of the full membership of the Executive Board shall constitute a quorum, unless otherwise provided in these Articles or by law, when a vote is taken upon any measure before the Executive Board, a quorum being present, a majority of the votes of the members voting on the measure shall determine the outcome thereof.
ARTICLE IV - BUSINESS AND NON-INSTRUCTIONAL OPERATION

4-1 ACCOUNTING
All joint agreement accounting shall be done by the PAEC business office.

4-2 BUDGET
The budget shall be developed by the PAEC Business Manager and Executive Director/Superintendent. The total budget shall consist of four (4) parts, namely: Administrative, Instructional, Transportation and Building. The formulas for computing each member school district’s share shall be listed in the appropriate section. The PAEC fiscal year shall be July 1 to June 30.

4-3 PROGRAM COSTS
The program costs shall be determined and assessed to member school districts in accordance with the PAEC funding formula as may be revised by the Governing Board or as by law.

4-4 PRIVATE FACILITY PLACEMENT COSTS (INSTRUCTIONAL BUDGET)
In all cases the member district shall pay the tuition directly to the private facility and PAEC shall complete the necessary state forms for reimbursement to the district.

4-5 INSURANCE
The Governing Board shall direct the Executive Director/Superintendent to provide insurance to assure adequate coverage in the following areas:
- fire and extended coverage
- group health and life insurance
- liability insurance
- workers' compensation
- student accident

4-6 PAEC BUILDING OPERATION
a. The PAEC Center and other PAEC owned, operated, and leased buildings shall be under the supervision of the Executive Director/Superintendent. The Center shall be operated with the objective of presenting an appropriate learning environment for students.

b. There shall be a program of preventative maintenance and planning with regard to major repairs, alterations, and renovation.

4-7 PAEC BUILDING OWNERSHIP
Title to PAEC lands and buildings may be held by the Proviso Township School Trustees for Township 39, Range 12, Cook County, Illinois, for the mutual benefit of all member districts of PAEC, or, alternatively, by the PAEC Governing Board for the mutual benefit of all member districts of PAEC. Consistent with the original Articles of Joint Agreement and the former Appendix D thereto (entitled "Building Agreement for PAEC"), a member district that withdraws from PAEC after July 1, 1978 surrenders all rights to ownership and use of PAEC lands and buildings, and is entitled to no payment from PAEC or remaining PAEC member districts for any interest the withdrawing district might otherwise claim regarding the value of PAEC land and buildings.

4-8 TRANSPORTATION
a. PAEC shall contract with a private transportation vendor/vendors for necessary transportation services.

b. Member districts shall be billed monthly for transportation services provided.
4-9 HIGH SCHOOL RESPONSIBILITY
The high school district will assume the financial responsibility of an eligible child who is placed in a self-contained class when he/she enrolls in the high school or reaches the age of fourteen years, seven months (14-7) by September 1.

ARTICLE V – MISCELLANEOUS
Any full-time professional worker who is employed by PAEC and spends over fifty percent (50%) of his/her time in one member school district shall not be required to work a different schedule than the other professional workers in that district.

ARTICLE VI - AMENDMENT OF ARTICLES
6-1 Proposed amendments to these Articles of Joint Agreement may be submitted by the member Board of Education and/or the Executive Director/Superintendent to the Governing Board not less than thirty (30) days prior to a Governing Board meeting.

6-2 The Governing Board shall review each proposed amendment and submit it with recommendation(s) to the member Boards of Education.

6-3 Amendments shall become effective if approved by two-thirds (b) of the member Boards of Education.

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