

**BELLEVILLE AREA SPECIAL
SERVICES COOPERATIVE**

**REVISED/AMENDED
ARTICLES OF
JOINT AGREEMENT**

Revised/Amended Articles of Joint Agreement Approved by
BASSC Executive Board September 21, 2016

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PREFACE

The purpose of this Joint Agreement is to provide services and facilities for special needs children through cooperative planning and effort. This Joint Agreement is the result of efforts to create an organizational structure that is appropriate for the needs of those it is to serve and for those who are expected to operate within its framework.

Much thought and planning have gone into decisions about organizational structures that involve the relinquishment and transfer of authority, and/or the redefinition of responsibility and changes in working relationships. Always with a concern for citizens, parents, members of Boards of Education, and the professional staff of the schools, this document sets forth the collective philosophy and mission of the members of the Joint Agreement and is the result of careful planning to provide a workable administrative structure to serve children.

A Joint Agreement among several districts with varying resources and differing priorities provides the framework within which all may achieve educational excellence. Each School District acknowledges the interdependence of the Joint Agreement and its full complement of members in effectively meeting the needs of disabled children. Only through the liberal cooperation of all may the Joint Agreement's mission be realized.

**BELLEVILLE AREA SPECIAL SERVICES COOPERATIVE
JOINT AGREEMENT**

This Joint Agreement, is made as of the 5th day of March 1996, and amended on the 17th day of June 2015 and 4th day of November 2015, by and among the Boards of Education of the School Districts listed in Article III herein below, as follows:

**ARTICLE I
Name**

Section 1 - Name

The name of this Joint Agreement shall be the Belleville Area Special Services Cooperative (hereinafter "BASSC" or "the Cooperative").

Section 2 - Governing Board

This Cooperative operates under the direction of a Governing Board pursuant to the authority of Section 10-22.31 of The School Code.

**ARTICLE II
Purpose**

Section 1 - Statement

The purpose of the Cooperative shall be to encourage, to develop, and to operate or to assist in the operation of those special education programs needed for students with disabilities in conformity with Article 14 of the School Code and the Individuals with Disabilities in Education Improvement Act and the regulations promulgated thereunder.

ARTICLE III
Organization and Membership

Section 1 - Member Districts

The following school districts are members of this Cooperative:

Wesclin Community Unit School District No. 3
 Lebanon Community Unit School District No. 9
 Mascoutah Community Unit School District No. 19
 St. Libory Consolidated School District No. 30
 Marissa Community Unit School District No. 40
 New Athens Community Unit School District No. 60
 Freeburg Community Consolidated School District No. 70
 Freeburg Community High School District No. 77
 Shiloh Village School District No. 85
 O'Fallon Community Consolidated School District No. 90
 Central School District No. 104
 Pontiac School District No. 105
 Grant Community Consolidated School District No. 110
 Wolf Branch School District No. 113
 Whiteside School District No. 115
 High Mount School District No. 116
 Belleville Public Schools District No. 118
 Belle Valley School District No. 119
 Smithton Community Consolidated School District No. 130
 Millstadt Consolidated School District No. 160
 Harmony-Emge School District No. 175
 Signal Hill School District No. 181
 Belleville Township High School District No. 201

ARTICLE IV
Governance and Operation

Governance and operation shall be effected through a two-tiered system as follows:

Section 1 - Governing Board

- (a) The Governing Board is composed of one Board of Education member from each Member District who was selected by his or her Board and designated thereby to act in

accordance with these Articles. One primary and one alternate Governing Board member may be selected by each member district annually and either (not both) of these individual may represent their district on the BASSC Governing Board for the purposes of voting and establishing a quorum.

- (b) The Governing Board is authorized to delegate to the Executive Board the authority to manage particular operations of the Joint Agreement in accordance with the terms set forth in the delegation, always reserving to itself, however, the full authority to continue to govern the Joint Agreement, in accordance with its terms.
- (c) The Governing Board shall seek the advice of the Executive Board on matters pertaining to employment and budget, as provided for in this Joint Agreement and in annual delegations to the Board.

Section 2 – Executive Board

- (a) The Governing Board shall appoint an Executive Board consisting of (i) the superintendent/designee of each of the Cooperative Member Districts, (ii) the Chair and Chair of the Governing Board, and (iii) one member of the Governing Board to be elected at large at the annual meeting. Each superintendent so appointed shall serve on the Executive Board as long as he or she is superintendent of a Member District. A new superintendent shall automatically become a member on the Executive Board in lieu of his or her predecessor. Member districts are permitted to identify one designee to serve on the Executive Board in the superintendent's absence, provided that the Cooperative is notified of the designee's name prior to the August meeting of the Executive Board. Designees are permitted in this role for the purposes of voting and filling a quorum. Designees are permitted to attend executive session discussions either alone or along with the district superintendent. However, designees may not take action on matters related to the budget, administrative personnel, or legal issues, nor are designees permitted to serve on a committee. The terms of office of the members appointed in (ii) above shall be coterminous with their term of office on the Governing Board.
- (b) To ensure equitable representation of all member districts, vacancies in the membership of the Executive Board shall be filled by appointments made in the same manner as provided in the case of original appointments.
- (c) The Executive Board shall administer this Agreement in accordance with its terms; shall carry out management functions in the day-to-day conduct of the Cooperative's operations; shall act in accordance with this Agreement and the authority annually delegated to it by the Governing Board and according to the specific provisions relating to the Executive Board in this Article IV and in Article VI below; and shall perform such other duties as from time to time may be assigned by the Governing Board.

ARTICLE V
Governing Board

Section 1 – Annual Meeting

The Governing Board shall perform the following duties:

- (a) Hold an annual meeting in June prior to the beginning of the fiscal year or in the first quarter of each fiscal year.
- b) Establish other meeting dates as the Board deems necessary.
- (c) At its annual meeting, or a special meeting called for such purpose, within or before the first quarter of the fiscal year, hold a Budget Hearing, revise the budget as necessary, and adopt the final budget by a majority vote of the quorum of the Governing Board present.
- (d) Consider and authorize the reduction-in-force, dismissal, and non-renewal of Cooperative employees, as needed, in accordance with law.
- (e) Review and act upon, if appropriate, the actions of the Executive Board in hiring Cooperative employees.
- (f) Recommend and approve amendments to the Articles of Joint Agreement in accordance with Article XVIII.
- (g) Consider any other matters placed on the agenda.
- (h) Determine and publish annually any management delegations to the Executive Board as it deems appropriate.
- (i) Authorize the incurring of indebtedness within the annual budget for the Cooperative.
- (j) Elect one at large member for the Executive Board.

The Governing Board may perform such other duties it deems necessary in accordance with law and this Agreement.

Section 2 - Special Meetings

Special meetings shall be called by the Chairperson or Director on his or her own initiative or upon the request of any five (5) members of the Governing Board or any five (5) members of the Executive Board. Written notice for all special meetings shall be placed in the U.S. mail first class or by FAX to each Governing Board Member through the school district superintendent's office, confirmed by a telephone call, at least forty-eight (48) hours prior to the meeting date, specifying the date, time and purpose of said meeting.

Section 3 - Quorum and Voting Procedures

- (a) A quorum shall consist of a majority of the members of the Governing Board. No official meeting or business may be conducted by the Governing Board, nor shall any vote, except a vote to adjourn, have any weight and effect unless a quorum is present.
- (b) Measures shall be passed by majority vote of those voting on the measure unless otherwise specifically stated herein.
- (c) Any amendment to these Articles, shall be made in accordance with Article XVIII hereof and adopted by the two-thirds (2/3) vote of the Governing Board and evidenced By a roll call vote. Such amendment shall be presented to the Governing Board Members at any regular or special meeting and shall be acted upon by the Governing Board at its next meeting, which may not be held until twenty (20) days shall have expired.

Section 4 - Officers

The Governing Board shall elect a Chair and Vice Chair, shall appoint a Treasurer after considering the recommendation of the Director and Executive Board, and shall appoint the Administrative Secretary of the Cooperative to serve as Secretary of the Governing Board.

ARTICLE VI Executive Board

Section 1 - Meetings and Agenda

The Executive Board, as comprised according to Article IV, Section 2, shall meet monthly, or more often if deemed necessary by the Chair or by the Cooperative's Executive Director, except for the month of July when the Cooperative shall be authorized to pay bills in the event the Executive Board decides not to convene a meeting. Notice shall be given at least ten days prior to any change in the regular meeting date, place, or time. The Board shall place matters on its agenda brought to its attention by the Governing Board, a Member District or its superintendent.

All Executive Board meetings shall be open to members of the Governing Board.

Section 2 - Committees

The Executive Board shall be supported by the following committees:

- Nominating Committee
- Building Committee
- Finance Committee
- Personnel Committee
- Ad Hoc Committee

Committee membership shall be determined as follows:

- Nominating Committee: The Nominating Committee shall be comprised of three (3) members of the Executive Board. The Director shall seek volunteers for the Nominating Committee. If more than three (3) members volunteer, a random drawing will take place to determine the Committee. If less than three (3) members volunteer, the Chairperson of the Executive Board shall appoint the remaining member or members of the Committee.
- The Building Committee: The Building Committee shall be comprised of all members of the Executive Board that house a BASSC program.
- Finance Committee. The Finance Committee shall be comprised of five (5) members. The Chairperson of the Executive Board shall appoint the Chairperson of the Finance Committee. The Committee Chairperson shall appoint the Committee members, and shall use his or her best efforts to ensure that districts of various kinds (considering such factors as size, equalized assessed valuation, organizational form (elementary, high school and unit) and type (rural, suburban) are fairly represented on the committee. The term will last three (3) years, but the member may request of the Chairperson to remain on the Committee for an additional period not to exceed two (2) years. The Chairperson of the Executive Board is a non-voting member of the Committee. If someone should no longer be a member of the Executive Board prior to the expiration of his or her term, the Committee Chairperson shall appoint a new member.
- Personnel Committee. The Personnel Committee shall be comprised of five (5) ~~Members. The Chairperson~~ of the Executive Board shall appoint the Chairperson of the Personnel Committee. The Committee Chairperson will appoint the committee members and shall use his or her best efforts to ensure that districts of various kinds [considering such factors as size, equalized assessed valuation, organizational form (elementary, high school and unit) and type (rural, suburban)] are fairly represented on the committee. The term shall last three (3) years, but the member may request of the Chairperson to remain on the Committee for an additional period not to exceed two (2) years. The Chairperson of the Executive Board shall be a non-voting member of the Committee. If someone should no longer be a member of the Executive Board prior to the expiration of his or her term, the Committee Chairperson shall appoint a new member.
- Ad Hoc Committee. The Director or Chairperson of the Executive Board shall determine if any additional committees are necessary. Membership on the

Committee shall be determined in the same way it is for the Personnel and Finance Committee.

Section 3 - Officers and Procedures

The Executive Board shall elect a Chair and a Vice Chair. The Nominating Committee shall make a recommendation for these positions to the Executive Board. These positions shall be a two (2) year term.

The Administrative Secretary shall serve as the Secretary of the Executive Board.

The Executive Board shall establish procedures and regulations for the conduct of its meetings and business procedures.

Section 4 - Quorum and Voting Procedures

A quorum shall consist of a majority of the voting members of the Executive Board. No official meeting or business may be conducted by the Executive Board, nor shall any vote, except a vote to adjourn, have any weight and effect unless a quorum is present.

Measures shall be passed by majority vote of those present voting on the measure unless otherwise specifically stated herein.

Each Member District shall have one vote on the Executive Board. The superintendent shall be authorized to vote on behalf of his or her District. In the superintendent's absence, the District's Governing Board member in attendance may vote. No person other than voting members, Governing Board members, and the Executive Director may attend a closed session unless approved by the Executive Board.

Section 5 - Reports to the Governing Board

The Executive Board shall cause a copy of the minutes of each of its meetings to be forwarded to the Chair of the Governing Board and to each member of the Governing Board promptly after approval.

ARTICLE VII Administrative Personnel

Section 1 - Director

The Director shall be the chief administrative officer of the Cooperative. He/she shall be employed as provided in Section 5/10-22.31(c) of the School Code and shall be evaluated at least annually by the Executive Board. The Executive Board shall provide a recommendation to the

Governing Board concerning such employment and evaluation.

Section 2 - Scope and Limitations of Duties

The Governing Board, upon recommendation of the Executive Board, shall annually define and provide for the scope and limit of the duties, responsibilities, and authority of the Director. The Director shall carry out management functions in the day to day conduct of the Cooperative's operations, as directed by the Executive Board, and shall perform such other duties as from time to time may be assigned by the Governing Board and the Executive Board.

Section 3 - Terms of Employment

Administrative personnel shall be recommended for employment by the Director, subject to the approval of the Executive Board and Governing Board, as appropriate.

ARTICLE VIII Other Personnel

Section 1 - The Cooperative Certified and Licensed Professional Personnel

Certified and licensed professional personnel who are employed by the Cooperative, but who are assigned by the Cooperative to a Member District, function similarly to faculty members of the Member District and are generally responsible to the building principal where their classrooms are located. The administrators of the Member Districts and the Cooperative shall share supervisory responsibilities, with the Cooperative having final responsibility and authority for employee direction, evaluation and questions of program delivery. Any full time professional worker who is employed by a joint agreement program and spends over 50% of his or her time in one school district shall not be required to work a different teaching schedule than the other professional workers in that district.

Section 2 - Tenure

Employment of certificated staff by the Cooperative is subject to the provisions of Sections 24-11 and 24-12 of the School Code, and all such personnel employed after July 1, 1987 as full time certified personnel by the Cooperative shall be subject to the limited contractual continued service acquisition as set forth in the fifth and subsequent paragraphs of said Section 24-11.

Section 3 - Termination of Employment

The Governing Board, after receiving the recommendations of the Director and the Executive Board, shall terminate the employment of certified, licensed professional and non-certified staff in accordance with applicable law.

ARTICLE IX Operation

Section 1 - Services Provided by the Cooperative

The Cooperative shall provide its Member Districts with specialized evaluations, technical assistance, consultation, related services, itinerant instructional services, self-contained instructional services, management of federal grants, and such other services approved by the Director, Executive Board or Governing Board.

Section 2 - Classroom Instruction

- (a) General Rule. Except as provided in Paragraph (b) below, the instruction of students requiring special education shall be carried out in the following manner:
1. By the individual Member District when the child's disability is of such a nature that an appropriate program can be established by the individual school district.
 2. By the Cooperative when economies of scale and other benefits will be realized through the operation of a centralized program serving students with low incidence disabilities.
 3. By the Cooperative - when the child's disability is of such a nature that an appropriate program cannot be established in an individual school district.
 4. By contractual agreement with another facility - when the child's disability is of such a nature that an appropriate program cannot be established by the Cooperative.
- (b) Special Rule Governing Conflicts Between (a)1. and (b)1. above. A Member District may elect to establish an appropriate local program to serve its students with low incidence disabilities when a Cooperative program operates to serve the same population, provided that: 1) said Member District provides the Cooperative with written notice thereof no later than February 15 prior to the school year in which the local program will be established; and 2) enrollment in the local program is limited solely to students of said Member District.

Section 3 - Itinerant Services

Member Districts and the Cooperative shall mutually arrange for the Itinerant services of related

service personnel and various types of special education teachers on an as-needed basis, which arrangements shall be subject to the Tuition/Contractual Billing provisions of Article XIII hereof.

Section 4 - Capital Equipment, Supplies and Materials

(a) Administration and Supervision

The Cooperative shall supply all capital equipment for use at the BASSC office, BASSC-operated cooperative programs and the Pathways Schools.

(b) Classrooms

(1) BASSC Classes

- (i) The Cooperative shall supply all necessary supplies and equipment for classrooms that are part of the Pathways Program.
- (ii) Matters regarding supplies and equipment will be arranged individually with each host member district, with the specific intent being that the host district not incur any additional cost due to hosting a BASSC Instructional program.
- (iii) Cooperative-owned equipment will be insured by the Cooperative.

(2) Individual District Tuition Classes

All necessary capital equipment, supplies and educational materials shall be supplied by the District operating a tuition class at no cost to the Cooperative.

(3) Itinerant and Related Services

The cost of equipment used for the collective benefit of an itinerant program (as opposed to equipment used for a specific student) shall be included in the cost billed for that program. Additionally, supplies and materials for the program shall be purchased by the Cooperative and billed to the participating districts in accordance with Tuition/Contractual Billing provisions of Article XIII hereof.

FM Equipment, specialized physical therapy and other supplies and equipment, at the sole discretion of the Director, may be purchased by the Cooperative from federal project dollars. Said items will be the property of BASSC, but will be loaned to the Districts based upon need as determined by the Director.

Standard educational materials for itinerant and related services will be the responsibility of the District where the student is being served.

Section 5 - Transportation

Transportation for students placed in special education programs may be arranged by either the Local District or the Cooperative. Such transportation shall be in accordance with the Rules and Regulations to Govern the Administration and Operation of Special Education Programs and the Illinois Vehicle Code.

ARTICLE X Budget

Section 1 - Presentation of Budget

The Director shall present a tentative budget to the Executive Board at its regular meeting in April prior to the applicable fiscal year. The Executive Board shall review the same and may make recommendations for a final budget, which budget shall be adopted, or revised and adopted by the Governing Board, at the June meeting, or a meeting held no later than the end of the first quarter of the fiscal year.

Section 2 - Service upon the Governing Board

Within five (5) days after the adoption, or revision and adoption, of such budget, the Secretary shall serve by United States Mail a copy thereof, as finally adopted by the Governing Board, upon the Secretary of the Board of Education of each Member District.

Section 3 - Revision of Budget

After adoption of the budget for any fiscal year, the Governing Board may amend the same, after considering the recommendations of the Executive Board, in accordance with the School Code of Illinois.

Section 4 - Notice of Budget Revision

Within five (5) days after any such revision in the budget, the Secretary shall serve by United States Mail a copy of the revised budget upon the Secretary of the Board of Education of each Member District.

ARTICLE XI
Member Districts Share of
Local Assessment

Section 1 - Prorata Share of Local Assessment

Each Member District shall be responsible for and pay to the Cooperative its prorata share of the quarterly Local Assessment as defined herein.

Local Assessment includes the reimbursement share of the IDEIA Project, the salary of the Director, certain secretarial salaries, operation and maintenance costs for the Cooperative's office building, legal fees and costs, certain administrative (payroll and software) fees and such other costs as determined by the Executive Board.

Section 2 - Proportional Adjustment

The prorata share of the Local Assessment of each Member District for each fiscal year shall be in the same proportion to the total Local Assessment for such fiscal year as the average daily attendance (ADA) of such Member District for such fiscal year bears to the total ADA of all Member Districts for such fiscal year.

Section 3 - Average Daily Attendance

As used in Section 2 above the term "average daily attendance" shall mean the same, and be computed in the same manner, as provided in the School Code and any rules or regulations promulgated thereunder.

Section 4 - Quarterly Installments

On or before the thirtieth (30th) day of each of the months of June, September, December, and March of each fiscal year, the Member District shall pay the Cooperative, in four (4) substantially equal installments, its estimated prorata share of the annual Local Assessment for such fiscal year, all as shown in the budget adopted for such fiscal year by the Governing Board, for which said payments such Member District shall receive credit on account.

Section 5 - Actual Costs and Personnel Reimbursement

On or before the thirtieth (30th) day of December of each year, the Cooperative shall determine

the following:

- (a) the actual Local Assessment for the preceding fiscal year, and the actual, final prorata share thereof of each Member District, and
- (b) each Member District's prorata share of Personnel Reimbursement received by the Cooperative in the prior fiscal year.

The Secretary shall serve by U.S. Mail a copy of such determinations upon the Secretary of the School Board of each Member District. The results shall also be reported at the next Executive Board meeting.

Section 6 – Refund

In the event such final prorata share of the Local Assessment of any Member District for any fiscal year is less than the payments made under Section 4 above, the Cooperative shall reimburse such Member District for the amount overpaid in substantially equal installments in February and March of the year immediately following the close of such fiscal year.

Section 7 - Shortfall

In the event such final prorata share of the Local Assessment of any Member District for any fiscal year is more than its payments made under Section 4 above, such Member District shall have the balance owing deducted from its personnel reimbursement refund. Any additional shortfall shall be paid by the Member District to the Cooperative on or before March 31 of the year immediately following the close of such fiscal year.

ARTICLE XII Housing Costs

Section 1 – Housing Costs

Each Member District shall be automatically liable by virtue of these Articles for its proportionate share of Housing Costs as defined herein. Said obligation is irrevocable notwithstanding the District's withdrawal or expulsion from membership in the Cooperative.

Housing Costs include the cost to lease or purchase real estate by the Cooperative or its Member Districts on behalf of and for occupancy by the Cooperative, including the principal amount of bonds and notes issued for the purpose of acquiring, constructing, altering, repairing, enlarging and equipping any building or portion thereof, together with any land or interest therein, plus interest accruing on such bonds and notes.

Section 2 – Computation of Proportionate Share

In the case of bonds issued by the Cooperative in 1997 and 2002, each District shall be responsible for and pay its proportionate share of the principal amount of the bonds plus interest accruing thereon. The aggregate amount of scheduled repayments for each Member District shall be equal to its proportionate share of the debt service in the bonds based upon the fraction that its equalized assessed valuation (EAV) bears to the total EAV of all the Member Districts adjusted as follows. In computing that fraction, the EAV at the time of the issuance of the 1997 bonds shall be used, and the EAV of any unit district shall be doubled both in the numerator and denominator of the fraction used for all the Member Districts.

In the case of bonds issued by the Cooperative in 2013, each District shall be responsible for and pay its proportionate share of the principal amount of the bonds plus interest accruing thereon. The aggregate amount of scheduled repayments for each Member District shall be equal to its proportionate share of the debt service in the bonds based upon the fraction that its equalized assessed valuation (EAV) bears to the total EAV of all the Member Districts adjusted as follows. In computing that fraction, the EAV at the time of the issuance of the 1997 bonds shall be used through the conclusion of FY13, and the EAV of any unit district shall be doubled both in the numerator and denominator of the fraction used for all the Member Districts. Beginning with FY14, the 2010 EAV shall be used in this calculation for each Member District and that EAV figure shall be updated every five years for the remainder of the debt service schedule.

In the case of any bonds or debt issued by the Cooperative in FY20 and beyond, each district shall be responsible for and pay its proportionate share of the principal amount of the bonds plus interest accruing thereon according to the system described herein. The aggregate amount of scheduled repayments for each Member District shall be derived based on the annually updated formula of the following two components: $\frac{1}{2}$ Member District EAV compared to the Cooperative EAV and $\frac{1}{2}$ Member District Child Count. The EAV used for this method shall continue to be updated every 5 years as in the previous system, and the EAV of any unit district shall be doubled both in the numerator and denominator of the fraction used for all of the Member Districts. Member District Child Count will be updated annually based on the final figures from the most recent previous school year.

ARTICLE XIII Tuition/Contractual Billing

Section 1 - Prorata Share of Tuition Costs

Each Member District shall be responsible for and pay to the Cooperative or, as the case may be, to a Member District operating a program on behalf of the Cooperative, its prorata share of the total Tuition Costs, as defined herein.

Section 2 - Operational Billing Form

Within 30 days after the end of each semester, the Member Districts shall submit the class costs it incurred in that semester to the Cooperative. The Cooperative will determine final class costs in accordance with the instructions and provisions of the ISBE operational billing form.

Section 3 - Tuition

Tuition rates for each program will be developed by the Cooperative or, as the case may be, by a Member District, as part of the budgeting process each year. Member Districts will be billed once each semester on a program cost basis for all students which each enrolls in the Cooperative programs or in programs operated in and by Member Districts on behalf of the Cooperative.

Section 4 - Purchased Services

Member Districts may purchase from the Cooperative services not provided in the Local Assessment or through grants.

On or before January 1 of each year, the Cooperative shall provide each Member District with an Intent to Purchase Services form, identifying the services and incremental amounts thereof it will offer, and soliciting the District's commitment to purchase such services for the following school year. The Member District shall provide the Cooperative with the completed form, specifying its actual commitment for Purchased Services, as soon as possible, but no later than February 28 of each year, which commitment is binding on the District when received by the Cooperative. Absent the consent of the Cooperative, the Member District may not change its commitment for services after its receipt by BASSC. If a District fails to notify the Cooperative in writing of its actual commitment for services on or before January 30, the Cooperative shall provide it with the same type and amount of services it received in the previous school year, and the District shall be responsible for and pay for the same, but at the rates applicable in the current school year.

Billings for Purchased Services shall be based on the actual costs for the type and amount of each Purchased Service actually received. A Member District's prorata share of such costs shall be based on the fraction that its total amount of services bears to the total amount of such services of all Member Districts. Bills are to be paid within thirty (30) days of their receipt.

**ARTICLE XIV
Title in Property**

Title in all property shall be held by the Cooperative and not by the Member Districts as tenants in common unless otherwise agreed upon by the Governing Board. - -

ARTICLE XV
Application for Cooperative Membership

Section 1 - Application for Membership

- (a) Petition. A school district not a member of the Cooperative on the date this Joint Agreement took effect may submit a petition to the Governing Board to join the Cooperative. The petition shall be granted or denied by a majority vote of the entire Governing Board. Membership shall become effective immediately upon granting of the petition. The Governing Board may grant or deny the petition as it deems appropriate, but, if approved, the petitioning District, as a condition of membership, shall expressly agree to abide by the terms and conditions of this Joint Agreement.
- (b) Cost of new membership. Unless the Governing Board provides otherwise, upon approval of the petition, the new Member District shall pay a) an entrance fee of one dollar per pupil, based on the Average Daily Attendance (ADA) of the applicant district in the year prior to submission of the petition, and b) an additional reasonable entrance fee based upon a fair valuation of the current assets of the Cooperative, as determined by the Governing Board.
- (c) Cooperative's Existing Bonded Indebtedness/Housing Costs. The new Member District shall assume the bonded indebtedness of the Cooperative as it exists on and after the approval of the petition for Cooperative membership. In the case of bonds issued by the Cooperative in 1997 and 2002, the new Member District shall be responsible for and pay its proportionate share of the principal amount of the bonds plus interest accruing thereon beginning with its membership in the Cooperative and continuing thereafter, as follows. The aggregate amount of its scheduled repayments shall be equal to its proportionate share of the debt service in the bonds based upon the fraction that its equalized assessed valuation (EAV) bears to the total EAV of all the Member Districts adjusted as follows. In computing that fraction, the most recent EAV as of the date of the approval of the petition shall be used, and the EAV of any unit district shall be doubled both in the numerator and denominator of the fraction used for all the Member Districts.
- (d) Assumption of Other Liabilities. Except as otherwise provided herein, the new Member District shall assume all liabilities and obligations of the Cooperative as they exist on and after the approval of the petition for Cooperative membership. Further, except as otherwise provided herein ~~in the new Member District~~ shall assume the obligations as a Lessee under the *Lease, Dated as of _____, 2002 Among BELLEVILLE AREA SPECIAL SERVICES COOPERATIVE, Lessor, and THE SCHOOL DISTRICTS SET FORTH IN SCHEDULE I ATTACHED HERETO, Lessees.*
- (e) First year services and costs. For the initial year of membership, new Member Districts shall be assessed their prorata share of the current year's Local Assessment under Article XI and Tuition/Contractual Billing costs under Article XIII of this Agreement, such prorations to include the full quarter in which the new membership began and every subsequent quarter.

Section 2 - Membership Term

Membership shall continue unless withdrawal from the Cooperative is approved or expulsion is effected pursuant to Article XVII hereof.

ARTICLE XVI Delinquency and Default

Section 1 - Delinquent Bills

All bills issued by the Cooperative to the Member Districts shall be considered delinquent if not received by the Cooperative within sixty (60) days from the date of issuance. Delinquent bills shall bear an interest charge of nine percent (9%) per annum computed for the number of days elapsed from date of issue to the date of payment. The Cooperative may, at its election, charge, and a Member District shall be responsible for and pay, such interest for the following delinquencies: a) new membership fees; b) Tuition Costs; c) special contract billings; d) tuition formula fees; e) Local Assessments; and f) Housing Costs.

Section 2 - Default by Member District

- (a) **Curing of Default.** In the event that a Member District fails to pay its proportionate share of any lease or purchase obligation or other costs, including, but not limited to, the Local Assessment, Housing Costs and Tuition Costs, or fails to perform any of the covenants and agreements of these Articles of Joint Agreement, or those required by another contract to which the Cooperative and its Member Districts are parties, the performance of which is herein required of such Member District, then the Cooperative, in addition to whatever other rights it may have against such Member District, shall have the right to demand the remedying of said default or defaults by serving written notice on the Member District; and if at the expiration of five (5) days from the receipt of said notice the District has not remedied said default or defaults, then the Cooperative, if it so chooses, may remedy said breach of covenants and agreements or cure said default or defaults, and the cost of such action shall be paid by the Member District to the Cooperative. Such remedy by the Cooperative shall not relieve the Member District from any of said obligations, including, but not limited to, the payment of its proportionate share of any lease or purchase obligation under Article XII hereof during the unexpired term thereof.
- (b) **Other Rights and Remedies.** In addition to the rights set forth above, the Cooperative shall have all other rights and remedies as may be available at law or in equity.
- (c) **Waiver.** Waiver by the Cooperative of any breach hereof, whether in a single instance or repeatedly, shall not be construed as a waiver of its rights hereunder because of similar or additional breaches. Further, such waiver shall not in any manner be construed as a waiver by the Cooperative of the obligation of each and every Member District to strictly adhere to the terms and conditions hereof, nor as a waiver of any other remedy by reason of such breach.
- (d) **Fees and Costs.** Breach of these Articles, or any amended version hereof, by a Member District shall entitle the Cooperative to claim and to recover as damages against such

District all reasonable costs, attorneys' fees, and expenses incurred in connection with such default and with enforcement of these Articles.

ARTICLE XVII
Removal and Withdrawal from the Cooperative

Section 1 - Involuntary Removal of a Member District

The Governing Board, by a two-thirds (2/3) vote of its entire membership, may expel a Member District from the Cooperative for cause. Cause shall include, but is not limited to: a Member District's failure to perform any of the covenants and agreements hereof; or those required by another contract to which the Cooperative and its Member Districts are parties; including the failure to pay its proportionate share of any lease or purchase obligation or other costs, including, the Local Assessment, Housing Costs and Tuition Costs; and the failure to satisfy the notice and non-competition requirements of Article X, Section 2(b) in establishing local programs.

Section 2 - Voluntary Withdrawal from the Cooperative

In the event that a Member District seeks withdrawal from Cooperative, the following procedure shall be used:

- a) Notice: A Member District wishing to voluntarily withdraw from Cooperative must provide written notice no later than twelve (12) months prior to the requested effective date of withdrawal to the Governing Board and Executive Board of its intent to file a petition to withdraw. Said notice must be accompanied by a written resolution from the Member District's Board of Education approving the withdrawal.
- b) Within thirty (30) days of providing the notice in (a) above, the withdrawing district must present a written petition for withdrawal from this Joint Agreement. Upon consideration of the petition, the Executive Board and the Governing Board shall, separately or together, issue a statement of recommendations in response to the petition. That statement of recommendations shall be provided by certified mail to each Member District, including the withdrawing district, within sixty (60) days of receipt of the petition.
- c) Within sixty (60) days of receipt of the petition and statement of recommendations, the Board of Education of each Member District shall consider the petition, and shall pass a resolution either approving or denying the petition. Upon approval of each of the remaining Member Districts, the withdrawing district shall be withdrawn from Cooperative the following July 1 and shall notify the Illinois State Board of Education of the approved withdrawal in writing.

- d) Should the petition not be approved by each Member District, and within ten (10) days of The expiration of the sixty (60) day period described Paragraph (c), the Director of Cooperative and the Superintendent of the withdrawing district shall cause a copy of the petition for withdrawal and the statement of recommendations to be filed with the Regional Board of School Trustees in any county having jurisdiction over one or more of the Member Districts, pursuant to 105 ILCS 5/10-22.31(a). The Regional Board(s) of School Trustees having jurisdiction shall conduct a hearing on the petition as required by 105 ILCS 5/10-22.31(a).
- e) In the event withdrawal from Cooperative is granted by the procedures set forth herein in paragraphs (c) or (d), the withdrawing Member District's share of the assets of Cooperative shall be forfeited to Cooperative, with the sole exception of any unspent Federal IDEA Part B Funds generated by students in the withdrawing Member District. The former Member District shall be entitled to no interest of any nature in the assets of Cooperative, nor reimbursement therefore, but shall continue to be liable for all its obligations whether due on the date of withdrawal or accruing thereafter. Said withdrawal shall not relieve the Member District from its obligation to pay Housing Costs, including its proportionate share of any lease or purchase obligation under Article XII hereof. Furthermore, the former Member District shall maintain its obligation to pay its proportionate share of the principal and interest on any bonds and notes as required by 105 ILCS 5/10-22.31, notwithstanding the district's withdrawal from membership. Any unspent Federal IDEA Part B Funds generated by students of the withdrawing Member District shall be returned to that Member District upon withdrawal.

ARTICLE XVIII

Amendments

Section 1 - Submission

Proposed amendments to these Articles may be submitted to the Executive Board at any time by a Member District or by the Executive Board or by a member of the Governing Board. The Executive Board shall forward the proposed amendment to the Governing Board, along with its recommendations, at the next regularly scheduled meeting or at a special meeting of the Governing Board called for such purpose.

Section 2 - Governing Board Action

Any proposed amendment approved by the Governing Board shall become effective on the date of the approval or such subsequent effective date as is specified in the proposed amendment.

ARTICLE XIX
Joint Agreement with Other Special Education Programs and Cooperatives

Section 1 - Entering into Agreements

The Cooperative may enter into joint agreements with other special education districts, programs, or cooperatives, upon the approval of two-thirds of the entire membership of the Governing Board. Other cooperative arrangements to provide joint educational programs with public school districts or public institutions of higher education may be made as provided for under Article 10-22.31a of the School Code.

ARTICLE XX
Special Agreements

Section 1 - Special Agreements

The Cooperative may accept children from non-member school districts. The Director will plan for placement and may negotiate necessary financial arrangements with the sending and receiving districts.

ARTICLE XXI
Dissolution

Section 1 - Procedure for Voluntary Dissolution by Governing Board

Voluntary dissolution of the Cooperative may be authorized by the affirmative vote of two-thirds of the entire membership of the Governing Board, in the following manner:

- (1) Any member of the Governing Board or the Executive Board may file a Resolution in writing with the Chair proposing that the Cooperative be dissolved voluntarily, and directing that the question of such dissolution be submitted to a vote at a meeting of the Governing Board, which may be either a regular or special meeting.
- (2) Written notice stating that the purpose, or one of the purposes, of the meeting is to consider the voluntary dissolution of the Cooperative shall be given to each member of the Governing Board within the time and in the manner provided in this Agreement for

giving notice of meetings of the Governing Board. If such meeting is a regular meeting, such purpose must be included in the notice of such regular meeting.

- (3) Such Motion shall be filed at least twelve (12) months prior to the requested effective date of the dissolution.

Section 2 - Effect of Dissolution

Dissolution of the Cooperative terminates its existence and upon dissolution the Cooperative shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including the following:

- (a) Collecting its assets;
- (b) Liquidating and/or disposing of its assets;
- (c) Discharging or making provision for discharging its liabilities;
- (d) Distributing its remaining assets on a prorata basis among the member districts based upon the 1997 EAV as otherwise adjusted and computed in 105 ILCS 5/10-22.31(f);
- (e) Causing the honorable dismissal of or otherwise terminating the Cooperative's employees; and
- (f) Doing such other acts as are necessary to wind up and liquidate its business and affairs.

ARTICLE XXII Effect of Agreement

Section 1 - Savings Clause

In the event that any section or part of any section of this Agreement violates any applicable statute or other binding rule and regulation, such section or part thereof shall be invalid and therefore shall not be binding on the parties. Such partial invalidation shall not in any way affect the validity of the remainder of Agreement, which shall remain in full force and effect.

ANNUAL DELEGATION AND DEFINITION OF DUTIES

I. Executive Board

The Executive Board of the Cooperative is hereby authorized by the Governing Board to perform the following duties:

1. Expend funds within limits and as provided in the adopted budget for the fiscal year.

2. Maintain an accounting system, which shall be of such a nature that the costs of each activity can be accurately prorated among the member districts.
3. Derive formula and information necessary to establish costs for membership fees and services.
4. Certify to the treasurer all payments to be made.
5. Bill each Member District for its share of the costs of the programs and of administration.
6. Properly and timely file all reports and claims necessary to meet statutory and other requirements.
7. Employ all staff except the Director, provided however, that the Governing Board retains final authority regarding the hiring of personnel.
8. Provide methods and charges whereby the Cooperative member districts may contract for related services.
9. Discipline and discharge employees and delegate such authority to the Cooperative administrators, except for those employees requiring specific procedural treatment under the provisions of Sections 24-11 and 24-12 of the School Code; provided however, that the Governing Board retains final authority regarding the dismissal of personnel.
10. Make recommendations to the Governing Board regarding the hiring and/or dismissal of the Cooperative Director.
11. Bargain at the direction of and recommend to the Governing Board contractual agreements between the Cooperative and unions representing Cooperative employees; provided however, that the Governing Board retains final authority regarding the approval of such collective bargaining agreements.
12. Recommend to the Governing Board the annual budget.
13. Contract with transportation companies on behalf of member districts to provide transportation for the Cooperative students; for purchase or lease of supplies and equipment; for telephone, utilities, fuel, maintenance, and repair of building sites and facilities as may be necessary; for services of attorneys and auditors.
14. Make recommendations to the governing Board regarding the purchase or lease of space and capital improvements.
15. Apply for state or federal aid and cooperate with the member districts in making such applications as are necessary.