

**Low Incidence Cooperative Agreement
to Serve Children with Disabilities of
Northeastern Illinois School Districts**

ARTICLES OF AGREEMENT

SECTION I – NAME

This organization shall be named the Low Incidence Cooperative Agreement (LICA).

SECTION II – PURPOSE AND RESPONSIBILITY

The purpose of this cooperative is to provide special education programs and services to children with low incidence disabilities. Primary responsibility will be for services and programs to children who are deaf or hard of hearing ages birth through twenty-one. Secondary responsibility may be assumed for the following programs and/or services upon approval of the LICA Board of Control.

1. Children with visual impairments
2. Children with deaf/blind impairments
3. Children aged 0-3, experiencing developmental delays
4. Children with Auditory Processing Disorders
5. Other agreed upon services to children with low incidence disabilities

These services shall be coordinated by contractual arrangement among the Members participating in this organization. Due to the low incidence nature of the category of hearing impaired, there is a need to continue to coordinate cost effective and efficient educational planning efforts among the LICA members.

The primary delivery of these programs and services will be contractual, through participating joint agreements and school districts.

SECTION III – MEMBERSHIP

Members of LICA are identified on the attached Exhibit A. Amendment of Exhibit A to reflect any approved changes to LICA membership shall not be considered an amendment to these Articles of Agreement within the meaning of Article VII.

Local districts that are not Members of the cooperative are eligible to participate in the cooperative programs by virtue of membership in one of the special education joint agreements that belong to LICA. New Members may be admitted upon such terms and conditions as determined by the Board of Control upon the affirmative vote of at least three-fourths of the voting members of the Board of Control.

SECTION IV – PROCEDURES FOR IMPLEMENTATION

A. ORGANIZATIONAL STRUCTURE

1. LICA is a special education cooperative formed pursuant to Section 5/10-22.31 of the *Illinois School Code*.
2. The Articles of Agreement will include this agreement and any approved amendments.
3. LICA is governed by a Board of Control as set forth herein.

B. GOVERNANCE – BOARD OF CONTROL

1. Composition

- a. The LICA Board of Control shall consist of the following:

- two board of education members from each joint agreement;
- a superintendent of schools from each joint agreement;
- one board of education member from each local district member; and
- the superintendent from each local district member.

Each representative shall have one vote.

- b. Alternate Board of Education representatives from all Members and alternate superintendent representatives from joint agreement Members shall also be designated. In the absence of the representative, the alternate is empowered to attend meetings and vote.
- c. Each member entity shall designate representatives and alternates to serve annual terms commencing August 1. Representatives shall be eligible to succeed themselves.
- d. The president or vice-president of the Friends of LICA will be a voting member of the Board of Control. Friends of LICA is an independent, not for profit support organization comprised of LICA parents, staff and other interested parties.

2. Officers

- a. Officers of LICA shall include a chairperson and vice-chairperson who shall be elected annually in May. The office of chairperson and vice-chairperson shall alternate on a yearly basis between a board member and a superintendent. In the event that the aforementioned rotation of members of the offices of chairperson and vice-chairperson is not possible for any reason whatsoever, the Board of Control may elect any currently sitting superintendent or lay board member it deems qualified to the position of chairman or vice-chairman.
- b. A recording secretary shall be appointed annually at LICA's May Board meeting.

3. Meetings

- a. Regular meetings of the Board of Control shall be held at least quarterly.
- b. Special meetings may be called by the chairperson or at the request of three or more members of the Board of Control.
- c. Meetings shall conform with requirements of the Open Meetings Act.
- d. Quorum shall be achieved by the presence of seven (7) LICA Board of Control members representing at least four (4) of the member entities.
- e. A majority of the representatives present at the meeting where a quorum is present voting on a measure shall determine the outcome thereof except as set out in Section III.

4. Advisory Committee

The Special Education Directors' Planning Committee, hereinafter referred to as the Directors, comprised of the special education directors of all member entities, will serve in an advisory capacity to the Executive Director and the LICA Board of Control. This Committee will review all aspects of regional funding and programming and make recommendations to the LICA Board of Control.

5. Annual Plan

- a. The annual plan governs the administration of LICA and the services provided to LICA members.

- b. The annual plan is comprised of the LICA central budget, the staffing plan for LICA, all grants and local funds used to fund the operating costs of LICA and its programs/services.
 - c. The Directors shall prepare a proposed annual plan for the Board to consider. In the proposed annual plan, the Directors may recommend to the LICA Board of Control the formulas and procedures for sharing administrative and instructional costs. Those formulas and procedures will include appropriate billing practices to ensure adequate cash flow. The instructional costs for programs and services shall be shared by the Members.
6. Responsibilities
- a. The Board of Control shall approve the annual plan.
 - b. The Board of Control shall designate a member school district to be the legal and fiscal agent for LICA as of July 1, 2007, in order to implement the annual plan. Such designation may extend beyond a given annual plan to assure continuity and commitment.
 - c. The Board of Control may contract with a Member for administrative services.
 - d. The Board of Control shall hire and set the salary of the LICA Executive Director. The Executive Director shall be a state-approved director of special education. The Board of Control shall evaluate the Executive Director. The Executive Director shall be employed by the school district acting as legal and fiscal agent for LICA.
 - e. The Board of Control shall hire all other staff in accordance with the established annual plan and may employ such administrative and management person(s) as required to aid the Board of Control in the development of the annual plan and for the implementation of such plan.
 - f. The Board of Control shall develop the annual budget.
 - g. The Board of Control may apply for federal, state or private funds which may include recommendations from the Directors.

C. GRANT PREPARATION

Contractors and the LICA Executive Director may cooperatively prepare and administer grants adhering to the program standards recommended by the Directors and approved by the LICA Board of Control utilizing money available to LICA for regional programming.

D. PROGRAM PLAN

1. The annual regional program plan for the program for children who are deaf and hard of hearing will be prepared by the Executive Director in concert with the Directors. Program plans recommended by the Directors will be submitted to the LICA Board of Control for approval.
2. These regional plans will be developed with mandated services given priority, and will include staffing plans, budgets, and funding sources.
3. In the development of annual program plans, consideration will be given to the provision of services to other categories of low incidence disabilities including, but not limited to, early intervention hearing and vision services for birth to three.
4. The LICA Board of Control may consider the recommendations of the Executive Director and the Directors, as well as input from the Parents' Advisory Committee, prior to the adoption of any program, major policy or budget.

SECTION V – PROGRAM AND SERVICES

A. REGIONAL PLANNING

The members participating in LICA agree to plan cooperatively in the development and implementation of comprehensive special education services for children with low incidence hearing disabilities whose needs are most efficiently and effectively provided on a regional basis. The Directors may make advisory recommendations to the LICA Board of Control.

B. SERVICES FOR STUDENTS WHO ARE DEAF AND HARD OF HEARING

The members participating in LICA agree to delegate to LICA the primary responsibility for providing special education services to children with hearing loss, and secondary responsibility as specified on page 1, "Section II – Purpose and Responsibility." This responsibility includes but shall not be limited to diagnosis, instruction, supervisory case management, student and parent supportive services, and other components of appropriate programming.

C. EXPANSION OF SERVICES

The members participating in LICA may agree to delegate to LICA the responsibility of providing special education services to children with other categories of low incidence disabilities. Such agreement shall require an approval of the majority of the LICA Board of Control present at a meeting where a quorum is present.

D. ADVISORY COUNCILS

The Board of Control may establish an advisory council of parents of children currently enrolled in programs sponsored by LICA composed of two parents from each Member entity. This council will function in an advisory capacity to the Executive Director and the LICA Board of Control.

The Board of Control may establish advisory council(s) of administrators from districts in which components of the program established in the annual plan are housed. The council shall meet as called to advise the state approved director of the member entity which has contracted for the administration of said program and services.

Other advisory councils may be established as deemed necessary by the Board of Control.

E. TRANSPORTATION

The transportation of students shall be the responsibility of the Member entity participating in LICA unless the LICA Board of Control is specifically requested to and agrees to assume such responsibility.

SECTION VI – FINANCE

- A. All revenues shall be utilized according to the priorities established annually by the LICA Board of Control.
- B. Costs for services for Members will always be less than the costs for services of nonmember districts.
- C. The fiscal agent, upon recommendation of the LICA Board of Control, will conduct any required public hearing and approve annual budgets for the administration, programs and services for which LICA has been delegated responsibility. Approval is provided by the LICA Board of Control for the budgets being proposed.
- D. Failure of a member entity to meet its responsibility for sharing costs shall be justification for a cessation of services to that member entity.
- E. Local revenue will be used to support LICA contractual programs as approved by the LICA Board of Control if adopted program plans exceed anticipated available state and federal revenues. If the actual costs of the program plans exceed available local revenues, state and federal funds, a Member entity's local revenue obligation may be increased, according to LICA policy, to avoid a deficit.

SECTION VII – AMENDMENTS

The Articles of Agreement may be amended upon the affirmative vote of at least two-thirds of the entire voting membership of the LICA Board of Control.

SECTION VIII – WITHDRAWAL

A. NOTICE

Members shall be bound by these Articles of Agreement for the entire term of the agreement. Any Member may voluntarily withdraw from LICA by following the process provided in the Illinois *School Code*. Additionally, if a member intends to withdraw voluntarily, notice of intent must be given to the Executive Director by July 1 of the two years prior to withdrawal (24 months prior to effective date of withdrawal.) Withdrawal would become effective June 30th of the year in which the withdrawal is effective.

B. ACCOUNTING

If a Member withdraws or is removed from LICA, the withdrawing or removed Member shall only be entitled to the withdrawing or removed Member's Proportionate Share of the value of LICA's fund balances at the time of the withdrawal or removal ("Fund Balance Payment"). Proportionate Share shall be the percentage derived from the total student enrollment of the withdrawing or removed Member at the time of the withdrawal or removal divided by the collective total student enrollment of all Members in LICA at the time of the withdrawal or removal. Fund balances shall be based upon the most recent LICA audit approved by the LICA Board of Control. At the time of withdrawal or removal, the Member shall be informed in writing of the value of its Fund Balance Payment.

A withdrawn or removed Member shall continue to be liable for its proportionate share of the principle and interest on any outstanding and unpaid bonds or notes of LICA while that Member was Member of LICA. Furthermore, all payments calculated under this Section shall reflect the net value thereof after considering any liabilities that may be attributable to the withdrawn or removed Member.

Any Fund Balance Payment to be made under these Articles of Agreement to the withdrawn or removed Member shall only be made upon the dissolution of LICA. Pursuant to this Section VIII, reimbursement would be based on the audit most closely associated in time with the Member's notice of withdrawal. If a withdrawing or removed Member owes any moneys to LICA after determination of the fund balances and liabilities under this Section, said moneys shall be paid on or before June 30 of the calendar year in which the withdrawal or removal becomes effective.

SECTION IX DISSOLUTION

Dissolution of LICA may be authorized by the affirmative vote of three-fourths of the entire voting membership of the Board of Control. At least thirty (30) days prior written notice of the proposed dissolution vote must be provided each voting Board of Control member. The effective date of the dissolution shall not be less than one year from the date of the vote of dissolution. The Board of Control shall conduct a final audit of LICA's assets and liabilities and any remaining assets shall be distributed in a fair and equitable manner as determined by the affirmative vote of at least three-fourths of the entire voting membership of the Board of Control in a manner consistent with the provisions of Section VIII.

EXHIBIT A
MEMBERS OF LICA

1. Maine Township Special Education Program (MTSEP) Serving Districts: 62, 63, 64, 207
2. Niles Township Department of Special Education (NTDSE) Serving Districts: 67, 68, 69, 70, 71, 72, 73, 73.5, 74
3. Northern Suburban Special Education District (NSSED) Serving Districts: 27, 28, 29, 30, 31, 34, 35, 36, 37, 38, 65, 67, 106, 109, 112, 113, 115, 203, 225
4. Northwest Suburban Special Education Organization (NSSEO) Serving Districts: 21, 23, 25, 26, 57, 59, 211, 214
5. Evanston/Skokie Community Consolidated School District 65
6. Wilmette School District No. 39
7. Niles Township High School District No. 219

RESOLUTION APPROVING REVISED ARTICLES OF AGREEMENT

WHEREAS, the Board of Control (“Board”) of the Low Incidence Cooperative Agreement (“LICA”) is governed by its Articles of Agreement (“Articles”); and

WHEREAS, the Board wants to amend the Articles in accordance with the amended Articles attached as Exhibit A; and

WHEREAS, Section VII of the Articles authorizes amendments to the Articles by an affirmative vote of a majority of the Board and approval of the members;

NOW, THEREFORE, Be It Resolved by the Board of Control of the Low Incidence Cooperative Agreement, that:

Section 1: The Board approves the amended Articles of Agreement attached as Exhibit A.

Section 2: The Executive Director is directed to send a copy of the amended Articles of Agreement to all the member entities and to request that their respective Boards approve the amended Articles.

Section 3: The amended Articles shall become effective upon the approval by a majority of the member entities.

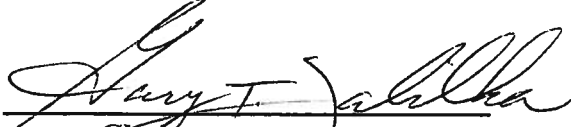
ADOPTED this 28th day of November, 2007, by the following vote:

AYES: 12
NAYS: 0
ABSENT: 6


By: Brenda Murphy
LICA Chairperson

ATTEST:
[Signature]
LICA Secretary

ABSENT: 2


Chairperson

ATTEST:


Secretary

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RESOLUTION

ADMISSION OF WILMETTE COMMUNITY SPECIAL EDUCATION AGREEMENT

WHEREAS, the Board of Education of Wilmette School District No. 39, Cook County, Illinois (“Wilmette”) and the Board of Education of Avoca School District No. 37, Cook County, Illinois (“Avoca”) have formed a joint agreement pursuant to Section 10-22.31 of the School Code called the Wilmette Community Special Education Agreement (“Wilmette Joint Agreement”); and

WHEREAS, the Wilmette Joint Agreement has requested admission to the Low Incidence Cooperative Agreement (“LICA”) as a joint agreement member; and

WHEREAS, Wilmette was formerly a local district member of LICA and Avoca was formerly a member of LICA by virtue of its membership in NSSED, which is a joint agreement member of LICA; and

WHEREAS, the Articles of Agreement of LICA permits the admission of new members upon such terms and conditions as determined by the Board of Control upon the affirmative vote of at least three-fourths of the voting members of the Board of Control; and

WHEREAS, the Board of Control has adopted a policy on the Admission of New Members to LICA (“Policy”); and

WHEREAS, the Board of Control wishes to admit Wilmette Joint Agreement as a new joint agreement member consistent with the terms and conditions of this Resolution and its Policy;

NOW, THEREFORE, be it hereby resolved by the Board of Control of the Low Incidence Cooperative Agreement as follows:

1. Wilmette Joint Agreement is admitted to LICA as a joint agreement member effective September 24, 2008 subject to the terms and conditions set forth in this Resolution.
2. Wilmette Joint Agreement shall designate two board of education members and a Superintendent as Wilmette Joint Agreement’s representatives to the LICA Board of Control. Wilmette Joint Agreement shall also designate alternate Board of Education representatives and an alternate Superintendent representative.
3. Wilmette Joint Agreement agrees to abide by the Policy, a copy of which is attached hereto and made a part hereof. This Resolution is contingent upon and subject to the Wilmette Joint Agreement adopting the LICA Articles of Agreement.

4. Upon the effective date of this Resolution, Wilmette's membership in LICA shall cease and its membership shall be transferred to and become part of the Wilmette Joint Agreement. Upon the effective date of this Resolution, Avoca's membership in LICA by virtue of its membership in NSSD shall be transferred to and become part of the Wilmette Joint Agreement.

5. Based upon the Policy, as a new member who has previously belonged to LICA by virtue of a membership in a joint agreement or as a local district member, Wilmette Joint Agreement shall pay the per pupil general assessment fee beginning with the 2008-2009 school year.

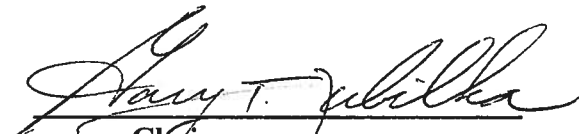
6. For purposes of Section III.A and III. B. of the Policy, by virtue of Wilmette's and Avoca's prior membership in LICA, Wilmette Joint Agreement will not be considered a "new member" of LICA and subjected to prorated payments in the event of its withdrawal from LICA within 10 years or LICA's dissolution.

ADOPTED THIS 24th day of September, 2008, by at least three-fourths of the voting members of the Board of Control, by the following vote:

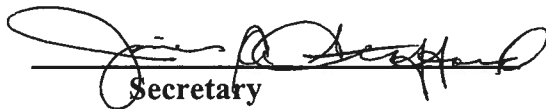
AYES: 16

NAYS: 0

ABSENT: 2


Chairperson

ATTEST:


Secretary

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