

ECHO Joint Agreement

Mission

To provide leadership and support to ensure that **Exceptional Children Have Opportunities** to learn through home, school and community partnerships.

Articles of Agreement

ARTICLE I – General

Section 1 – Name

The name of the organization shall be ECHO (Exceptional Children Have Opportunities) Joint Agreement for Special Education.

Section 2 – Purposes

The ECHO Joint Agreement shall function as a service agent of each of its member districts. It shall perform or carry out specialized educational functions. The ECHO Joint Agreement shall encourage, plan, organize, coordinate, direct, operate, monitor, and supervise the delivery of special education programs and services for children with disabilities, and alternate education and at-risk programs, all as may be provided by federal and State law, regulations and administrative rules.

Section 3 - Functions

In furtherance of such purposes, the Echo Joint Agreement shall:

1. Assist member districts and their interdistrict arrangements in the planning, organization, and operation of special education programs and services.
2. Operate and/or provide services for students whose educational needs cannot be met at a district or interdistrict level.
3. Assist member districts in the placement and monitoring of students who need the services of or who are receiving special education services from an intercooperative program, a private day or residential program, or a State operated program.
4. Provide specialized services to member districts, such as, the processing of state personnel and pupil reimbursement forms, the operation of a management information system, supervisory services as needed, related services as needed, and other services as required by law or requested by member districts.

5. Function as a signatory for member districts through the State Approved Director of Special Education.
6. Serve an informational function and disseminate to member districts critical information pertaining to special education and alternate education.
7. On behalf of the member districts, work with the Illinois State Board of Education per special education and alternate education.
8. Work with member districts individually and collectively to facilitate and/or maintain full compliance with exiting State and federal mandates.
9. Provide such other assistance, consultation, and services to the member districts that are not prohibited by law.

Section 4 – Membership

The membership of ECHO shall include, but not necessarily be limited to, public high school Districts 205 and 215 and all underlying public elementary school districts. A district shall become a participating member of ECHO upon ratification of the ECHO Joint Agreement Articles and approval by a two-thirds vote of the membership present at a meeting of the ECHO Board of Directors.

ARTICLE II – ORGANIZATION AND OPERATION

Section 1 – ECHO Board of Directors

The ECHO Board of Directors (hereinafter “the Board”), shall assume a leadership role. The responsibilities of the Board shall include but not be limited to those duties stated in Article II, Section B – Duties.

- A. Membership: Membership on the Board shall be limited to the superintendent of each member public school district or an alternate person appointed by the superintendent, when the superintendent cannot be in attendance.
 1. Voting on all affairs of the Board shall be limited to members or alternates.
 2. Officers of the Board shall be a President, Vice-President and a Secretary. The officers will be elected at the April meeting for a one-year term to begin July 1 of the same year. In the absence of the President and Vice-President, a President Pro Tem shall be elected by the Board. In the absence of the Secretary, a Secretary Pro Tem will be appointed by the President, Vice-President or President Pro Tem, as may be applicable.
- B. Duties: The duties of the Board shall be as follows:

1. To review this Agreement and, when necessary, amend and/or revise it.
2. To adopt an annual budget.
3. To expand and/or reduce programs and services available to member public school districts.
4. To determine the need for and make the decision for site acquisition, construction, and capital improvement.
5. To designate an Administrative District to act as fiscal and legal agent for ECHO.
6. To approve the employment of the Director of Special Education.
7. To determine the salary of the Director of Special Education.
8. To approve the employment, discipline, dismissal, and salaries or wages of full or part-time personnel assigned to ECHO programs, services, and the Joint Agreement Office.
9. To establish basic policies consistent with this Agreement.
10. To review administrative rules and procedures for the conduct of ECHO.
11. To approve all contracts, leases, or agreements with other agents or organizations.
12. To certify to the treasurer all payments to be made, as well as the withholding of sums to third parties.
13. To approve applications for State and/or federal grants and/or aid.
14. To file all reports and claims necessary to meet statutory and/or administrative requirements and qualify for State and/or federal aid.
15. To bill each member district for its allocated share of the costs of programs and of administration.
16. To establish and carry out the transportation contract.
17. To provide for the handling of any strike or recognition issue on the part of all or some ECHO employees.
18. To exercise such other powers not prohibited by law.

C. Meetings: The Board shall hold an organizational meeting in April, and at such time, they shall establish the times and place for regular meetings for the ensuing fiscal year.

1. All meetings of the Board shall be held in accordance with the Open Meetings Act.
2. All meetings of the Board shall be conducted according to rules as may be approved by the Board.
3. For passage, all motions of the Board shall require a majority of qualified voters present.
4. The secretary shall be responsible for the preparation of Minutes of all meetings, and for their preservation. Minutes of the open sessions shall be available for public inspection in the Office of the Director of Special Education during school hours. Distribution shall be to all members of the Board.
5. A quorum shall consist of at least one-half the members or the alternates for an official meeting.

Section 2 – Standing Committees

There shall be four (4) Standing Committees: Personnel, Curriculum and Assessment, Finance, and Policy, consisting of Public School Superintendent or Designee of Member Public School Districts. Four members are selected to serve on each of the Committees and shall serve for a term of two (2) years beginning July 1 of the same year. The fifth member shall be the ECHO Board President, who serves in an ex officio capacity. After the first term served all terms will be for a two-year period. In the event of a vacancy in an unexpired term, the new superintendent of the same district will complete the term.

Standing Committees' Roles and Responsibilities: The role and responsibility of each Committee is to research, investigate and make recommendations to the ECHO Board, but the ultimate authority to make decisions will continue to reside in the Board. Committee minutes shall be reported to the ECHO Board at its regular meetings.

Meetings: The Committee shall meet at such times and places as deemed necessary by its Chairperson, upon request of the Director of Special Education/Designee, or by the call of three (3) members of the Committee.

Section 3 – The Director of Special Education

The administration of ECHO shall be vested in the Director of Special Education, who shall be responsible to the Board.

- A. Certification: The Director of Special Education shall hold a proper administrative certificate for the State of Illinois and a letter of approval to function as an Administrator of Special Education.
- B. Appointment: The Director of Special Education shall be appointed by the Board and shall be evaluated by the Board and be directly responsible to it.
- C. Duties and Responsibilities

The Director of Special Education shall function as Chief Executive Officer of the Board and shall be recognized as the State Approved Director of Special Education for the member districts. The duties required of said Director are contained in a job description developed and approved by the Board. Said job description shall be updated as needed.

- D. Conditions of Employment

- 1. Salary

- The salary of the Director of Special Education shall be determined by the Board.

- 2. Contract

- The contract of the Director of Special Education shall be issued by the Administrative District. Consideration for renewal of said contract shall be made not later than the March meeting by the Board.

Section 4 – Other Personnel

The ECHO Board of Directors' shall employ such personnel as may be necessary to implement its stated purpose and mission. Such personnel shall be responsible to the Director of Special Education. The Administrative District shall approve the employment, discipline, dismissal, and salaries and wages of personnel solely in its capacity as fiscal and legal agent for ECHO, and no person employed for ECHO and its programs shall be deemed an employee of the Administrative District for any purpose.

Section 5 – Administrative District

- A. General: All legal and fiscal activities of ECHO shall be administered by the Administrative District, which shall be designated by the Board. Termination of such designation may be effected by either the Administrative District or the Board, and shall be effective July 1. Such action shall require at least six (6) months' prior notice, unless both parties agree to waive the six-month prior notice period.

- B. Duties: The duties of the Administrative District, through its Board of Education, shall include the following:
1. to ratify and process the annual budget and amendments thereto adopted by the Board;
 2. to ratify the appointment, employment and dismissal of ECHO employees as approved by the Board;
 3. to ratify the expenditures, contracts for services and payroll approved or authorized by the Board in accordance with the annual budget, as may be amended;
 4. to ratify the policies reviewed and approved by the Board; and
 5. to serve as the legal and fiscal agent for ECHO and the Board.
- C. Fee: The Administrative District fee shall be established by the Board.
- D. Limited Responsibility as Agent for ECHO: The Administrative District shall be governed in the discharge of its responsibilities by the Board but shall not be required to take illegal action nor expend funds without adequate provision for reimbursement having been previously made by the Board. In all of its actions, the Administrative District shall act only in its capacity as the legal and fiscal agent for the ECHO member districts and the Board.

Section 6 – Member District Responsibility

Each member public school district shall make a reasonable effort to assist ECHO in accomplishing the purpose and mission set forth in Article I, Sections 2 and 3, and the Program/Service Standards set forth in Article III of this Agreement. This shall include, but may not be limited to, the provision of physical facilities for classes and services.

ARTICLE III – PROGRAM/SERVICE STANDARDS

Section 1 – Definition

ECHO Program and Service Standards shall be at least equal to that set forth for children in the *Illinois School Code* and I.S.B.E. administrative rules.

Section 2 – Regional/Intercooperative Programs

ECHO may participate in regional and/or intercooperative programs for special education.

ARTICLE IV – FINANCE

Section 1 – Annual Budget

An annual budget shall be prepared by the Director of Special Education with advice of the Finance Committee and assistance of the Administrative District.

A. Billing Procedure: Monies budgeted and owed by member districts for operation of the ECHO Joint Agreement and its programs and/or related services shall be billed and payable to the ECHO Joint Agreement as follows:

1. Billing Procedure for Member Districts

Member districts will pay their yearly financial obligations to ECHO over 10 monthly installments between August and May, due by the last day of each month. By July 10th of each fiscal year, each member district will receive 3 invoices for the months of August, September, and October based on estimated use of services. All payments made by these invoices will be adjusted by ECHO with the November invoice. Member districts will pay the first three invoices as requested. By October 15th, each district will receive 5 invoices for the months of November, December, January, February and March based on actual enrollments as of September 15th. By March 15th, each district will receive 2 invoices for April and May, based on actual enrollment as of February 15th. Final adjustments will be calculated after the school year ends, and will be applied against the audit refunds once the final amounts are calculated and approved by the Board at the January Board Meeting.

2. Late Payment Procedures for Member Districts

- a. A written notice will be sent to any district that has not paid its bill within 60 days of the date due for member districts.
- b. If payment of the full outstanding amount is not received within ten (10) calendar days of the sending of the late payment notice, the district shall be considered to be in arrears.

3. Member District in Arrears

A district in arrears shall have the following funds retained to be applied towards outstanding balances: Audit refund monies, personnel reimbursement, Medicaid monies, or other funds payable from ECHO to the member district. This retention excludes IDEA funds or other funds prohibited from being withheld by law. Interest of any unpaid balance will accrue from the date the payment was missed. The rate charged will be 2% above the prime rate. This will be an annual rate, compounded monthly or as the prime rate changes, whichever is greater.

4. Refusal to Pay

- a. After 120 days from the due date of the missed payment, the member district's school board will be notified, and the following additional procedures will apply: Retention of audit refund monies, personnel

reimbursement monies, Medicaid monies or other funds, except IDEA funds, from the district will continue as an offset against their outstanding debt.

b. The Executive Director may elect to provide the District with ten (10) days prior written notice of the following:

(1) That the District will not place or attempt to place any new student(s) in any ECHO program and ECHO will not accept any new student(s) from said District in any ECHO-operated program; and/or

(2) That the District will withdraw all students from ECHO programs and services at the conclusion of the current school year and ECHO will return all District students served by the conclusion of the current school year.

c. Other available remedies as authorized by the Board.

B. Grants or Gifts: Grants of gifts may be accepted by ECHO upon approval of the Board and Administrative District.

1. The use of such gifts shall be at the discretion of the Board.

2. A financial statement of all income and disbursements from gifts shall periodically be prepared for the Board.

Section 2 – Classes and Programs

A. Exempt ECHO operated Programs and Services: This section shall not apply to ECHO operated programs and services.

B. Exempt District Programs: Any class or service for children, which a member district establishes and maintains, shall not be subject to this section.

C. Participating Districts: A public school district obtaining education services in another public school district.

D. Related and Supervisory Services

Member school districts shall have the following options:

1. Employ their own personnel.

2. Employ and share personnel with another public school district.

3. Contract with ECHO for service.

All contracts between a district and ECHO shall require the contracting member district to pay the actual cost of service, including

housing, salaries, clerical support, equipment, supplies, telephone, supervision, fringe benefits, etc.

ARTICLE V – TRANSPORTATION

Section 1 – Designation of Responsibilities

ECHO will be responsible for coordinating inter-district special education transportation services, and for transportation services to/from the off-campus regular education program, when such coordination is requested by a member district. Such transportation costs shall be paid by the child’s resident public school district and shall not be computed as part of the cost of operating a classroom

Section 2 – Billing Procedure

Each ECHO member district will be responsible for verifying and paying for the transportation services provided for their students.

ARTICLE VI – PROCEDURES FOR WITHDRAWAL / DISSOLUTION/INVOLUNTARY WITHDRAWAL

Section 1 – Voluntary Withdrawal

A. In General: Procedures for the withdrawal of a member board of education for the Joint Agreement 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 the Joint Agreement 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 educational impact of the proposed withdrawal upon the Joint Agreement 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 Joint Agreement Executive Director and the Superintendents of Schools for the remaining districts by certified mail, return receipt requested, or personal delivery with receipt.

2. Member Boards Concur. If all Joint Agreement member boards adopt written concurring resolutions agreeing to the proposed withdrawal, the withdrawing member board need not file a petition with the regional board of

school trustees, or the applicable board(s) of school trustees or 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. 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 Joint Agreement member boards 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 regional board of school trustees, 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 regional board of school trustees, 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 reinstate 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 the Joint Agreement, 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 Joint Agreement 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 or the *Illinois School Code*. Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member board's share of Joint Agreement liabilities shall be determined based on the withdrawing member board's 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 withdrawal.

The Joint Agreement may be dissolved by the approval of a written resolution by all of the member 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, the Joint Agreement's assets will be liquidated and the net proceeds thereof, after satisfaction of liabilities, distributed to the boards of education that were members of the Joint Agreement 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 districts as identified in the last fall public school housing report for each member district prior to the effective date of dissolution.

Where a member district fails to abide by the terms of this Agreement or meet its financial obligations as established hereunder or by the Board, or fails to abide by the policies or procedures of the Joint Agreement, the Board may seek the expulsion of such member district upon the affirmative vote of two-thirds of the members of the Board. No district shall be required to withdraw prior to the end of a school year. Withdrawal will be effective on July 1 following approval of the expulsion by two-thirds of the members of the Board. A member district that is expelled from the Joint Agreement shall be deemed to irrevocably waive any interest in the assets of the Joint Agreement including but not limited to real property, buildings, equipment and materials, and funds. Such member board shall remain liable for its share of any Joint Agreement liabilities that arose or accrued before effective date of expulsion as determined under subsection B.4. above in the case of a member board's withdrawal. The Joint Agreement shall provide written notice of the proposed expulsion, and the reason(s) therefor, to a member board not less than thirty days before the proposed expulsion is presented to the Joint Agreement Board for approval. Within fifteen (15) days of receipt of written notice of the proposed expulsion, the member boards may submit a written request to the Joint Agreement Executive Director to address the Joint Agreement Board prior to consideration of the proposed expulsion

ARTICLE VII – PROVISIONS FOR AMENDMENTS

An amendment to this Agreement may be made at any meeting of the Board by a two-thirds vote of the membership present.

ARTICLE VIII – MISCELLANEOUS

Section 1 – Member District Reduction in Program Participation

Any member district electing to discontinue or reduce its participation in any ECHO program and/or service must notify the Executive Director in writing no later than December 15 of the school year preceding the change.

Any member district electing to discontinue its participation in any ECHO program and/or service in order to provide such program and/or service in the district shall permit ECHO to continue to employ personnel for the then-existing positions serving the in-district program and/or service. In the absence of further

written agreement with the ECHO Board of Directors, such member district shall provide services and/or programs with its own employees only as the positions held by such ECHO personnel become vacant. A position shall not be considered vacant if ECHO must assign a teacher with contractual continued service or educational support employee to such position to avoid a reduction in force or to implement recall rights pursuant to Sections 5/10-23.5 or 5/24-12 of the *Illinois School Code*.

Section 2 – Compliance with Section 5/10-22.31 of the *Illinois School Code*

ECHO shall comply with all of the requirements of Section 5/10-22.31 of the *Illinois School Code*.

Section 3 – Qualified Worker* Teaching Schedule

Any full time qualified worker employed by the Joint Agreement who spends more than fifty percent (50%) of his/her time in one member school district shall not be required to work a different teaching schedule than the other qualified workers in that member district.

Original Adoption: July 1, 1986
Amended and Adopted: May 15, 2006
Amended and Adopted: November 14, 2006
Amended and Adopted: March 13, 2007
Amended and Adopted: April 17, 2007
Amended and Adopted: November 10, 2009
Amended and Adopted: January 12, 2010
Amended and Adopted: March 9, 2010
Amended and Adopted: January 18, 2011