

# ILLINOIS SPECIAL EDUCATION CHARTER COOPERATIVE

The ISECC Joint Agreement provides a governance framework which describes the planning and efforts of (1) Ace Amandla Charter School; (2) Barbara A. Sizemore Charter School; (3) Betty Shabazz International Charter School; (4) Horizon Science Academy - Belmont Charter School; and (5) Horizon Science Academy - McKinley Park Charter School to combine resources through a Special Education Cooperative to best serve their students with special needs.

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## **Illinois Special Education Charter Cooperative (ISECC) Articles of Joint Agreement**

WHEREAS, the Member Schools identified in Appendix A are charter schools initially authorized by the Illinois State Charter School Commission and which, on July 1, 2020, had their authorizations transferred to the Illinois State Board of Education; (“ISBE”) and

WHEREAS, the Member Schools desire to form a special education cooperative, for the purposes of sharing special education services and supporting the special education needs of their students with disabilities; and

WHEREAS, the Member Schools are exempt from the requirements of Section 10-22.31 of the *Illinois School Code* (105 ILCS 5/10-22.31) yet desire to enter into these Articles of Joint Agreement (“Agreement”) and to establish ISECC as a joint agreement following, to the extent practicable, the requirements and expectations of Section 10-22.31.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained below, the parties hereby mutually promise, covenant, and agree as follows:

### **ARTICLE I – STRUCTURE**

#### **Section 1 - Name**

The name of the joint agreement shall be the **Illinois Special Education Charter Cooperative (ISECC)**.

#### **Section 2 - Purpose**

The purpose of ISECC is to provide, operate, organize, coordinate, and supervise the comprehensive special education and other needed educational programs and services effectively, efficiently, and equitably for students with disabilities eligible to receive such services under Article 14 of the *Illinois School Code* who attend its Member Charter Schools.

## ARTICLE II - MEMBERSHIP

### Section 1 – Member Schools

- A. Membership in ISECC is open to any Illinois Charter School.
- B. Membership in ISECC is optional.
- C. Members must commit to ISECC and the obligations of the membership by annually contributing fees as set forth in this Agreement.
- D. Membership shall be continuous with continuing benefits and obligations for each Member year to year, provided that membership fees are timely paid and other membership obligations are met.
- E. Non-Member Charter Schools may purchase and receive services through ISECC on a fee basis.
- F. The following charter schools are the Founding Member Charter Schools:
  - 1. Ace Amandla Charter School
  - 2. Betty Shabazz International Charter School
  - 3. Barbara A. Sizemore Charter School
  - 4. Horizon Science Academy - Belmont Charter School
  - 5. Horizon Science Academy - McKinley Park Charter School
- G. Members may withdraw from ISECC and this Agreement through the procedures set forth in Article VIII Section 1 of this Agreement.
- H. Members that fail to abide by the terms of this Agreement may be subject to removal as set forth in Article VIII Section 2 of this Agreement.

## **Section 2 – Admittance of Non-Member Schools**

- A. A Non-Member Local Education Agency (LEA) Charter School may petition ISECC for membership. Such petition shall be submitted to the Governing Board in such form and substance as required by the Governing Board. A petition for admittance must gain initial approval by the Executive Board and final approval by an affirmative vote of a majority of the members of the Governing Board.
- B. The Executive Board may recommend for final approval to the Governing Board, the petition for membership of a Non-Member LEA Charter School on such terms and conditions as it deems appropriate, including payment of an admittance fee established by the Executive Board and approved by the Governing Board. In all cases, the Non-Member LEA Charter School shall, at a minimum, provide a resolution adopted by the Non-Member LEA Charter School's Board stating the Non-Member LEA Charter School Board's agreement to abide by this Agreement and ISECC's policies and procedures.
- C. If a Non-Member LEA Charter School is approved by a majority vote of the Governing Board, the new member school will be added as a party and signatory to this Agreement and added to Appendix A, and such additions will not be considered amendments to this Agreement.

## **Section 3 – Responsibilities and Duties of Member Schools**

- A. Member Schools shall promptly and fully pay all fees and bills for services submitted to them by ISECC.
- B. Each Member School Director/Principal shall serve as an Executive Board Member.
- C. Member Schools shall be responsible for providing a free, appropriate public education to all students with disabilities attending their respective school, whether the special education services are provided by the Member School or ISECC.
- D. Member Schools shall assist ISECC in accomplishing the purposes set forth in this Agreement.
- E. Member Schools shall perform and provide such other services as determined by the Governing or Executive Board.

## **ARTICLE III – GOVERNANCE AND ADMINISTRATION**

ISECC shall be governed by this Agreement, a Governing Board comprised of one Board member from each Member Charter School, and an Executive Board comprised of one Principal or Director from each Member Charter School. Each Member Charter School will select the representative to serve on the Governing Board.

The Executive Board will make recommendations to the Governing Board for approval.

### **Section 1 – ISECC Governing Board Responsibilities and Duties**

**The ISECC Governing Board has the following responsibilities and duties:**

- A. To receive, review and approve or deny amendments to this Agreement as provided for in Article IX;
- B. To annually publish a notice of the budget availability for public inspection and hearing date on or before August 1 (105 ILCS 5/17-1);
- C. To annually hold a public meeting on or before, September 1, to adopt the joint agreement budget. (105 ILCS 5/17-1);
- D. To annually post, on or before September 30, the adopted budget on the ISECC website, if one exists. (105 ILCS 5/17-1.2);
- E. To annually submit electronically, on or before September 30, budget forms to ISBE. (105 ILCS 5/17-1);
- F. To annually file electronically by June 30, if necessary, an amended budget with ISBE. (105 ILCS 5/17-1);
- G. To annually submit, on or before October 15, the Annual Financial Report to ISBE. (105 ILCS 5/3.7 and 105 ILCS 5/3-15.1)
- H. To submit, as necessary, deficit reduction plans within 30 days after the Governing Board's acceptance of audit reports. (23 Illinois Adm. Code 100.90);
- I. To annually publish, on or before December 1, a summary of ISECC's Annual Statement of Affairs in a local newspaper and submit electronically, on or before December 15, the Annual Statement of Affairs to ISBE and retain a copy in ISECC's administrative office. (105 ILCS 5/10-17);

- J. To authorize an annual audit of ISECC's finances and submit audit reports, as necessary, to ISBE.
- K. To approve the nature and extent of services that ISECC shall provide to its Member Charter Schools after input and recommendation from the Executive Board and Executive Director;
- L. To approve the need for site acquisition, construction, and capital improvement, the appropriate and necessary action to acquire necessary sites; to build new construction and/or improve existing buildings, and or make appropriate and necessary capital improvements to buildings;
- M. To approve the expenditure of funds as provided in the adopted budget for the fiscal year;
- N. To approve the employment of the Executive Director of Special Education and other personnel, after input and recommendation from the ISECC Executive Board;
- O. To approve the dismissal of any employee, after input and recommendation from the ISECC Executive Board;
- P. To approve the lease or purchase of real estate for use by ISECC after input of recommendation from the ISECC Executive Board, including, but not limited to, buildings, rooms, grounds, and appurtenances;
- Q. To adopt, on or before the beginning of each fiscal year, an annual calendar of meetings including dates, times, and locations, to hold such meetings in accordance with the laws of the State of Illinois and place such calendar of meetings on ISECC's website if one exists.
- R. To approve policies consistent with this Agreement and the *Illinois School Code*;
- S. To approve contracts with service providers, labor unions, professional organizations, and amendments thereto, after input and recommendation from the ISECC Executive Board and Executive Director;
- T. To execute or authorize to be done such other matters as may be necessary or appropriate for the operation of ISECC as permitted by law and recommended by the ISECC Executive Board and Executive Director; and
- U. To act as the final authority for ISECC and conduct its affairs under the statutory authority granted to joint agreements by the *Illinois School Code*.



## **Section 2 - ISECC Executive Board Responsibilities and Duties**

### **The ISECC Executive Board has the following responsibilities and duties:**

- A. To provide fiscal and governance oversight and stewardship for ISECC;
- B. To develop a strategic plan with input from the Executive Director of Special Education (Executive Director), incorporate action plans and implement goals to support the mission and vision of ISECC;
- C. To ensure adherence to this Agreement and Comprehensive Plan;
- D. To receive, review, and recommend to the Governing Board, approval or denial of amendments to this Agreement as provided for in Article IX;
- E. To recommend to the Governing Board, a projected annual budget by February 1 and the final annual budget by July 1 after input and recommendation from the Executive Director;
- F. To recommend to the Governing Board, approval for the establishment of all special education programs and services offered by ISECC after input and recommendation from the Executive Director;
- G. To monitor and oversee the special education programs and services offered by ISECC, including the work of the Executive Director and to ensure adherence to this Agreement and applicable laws;
- H. To recommend for approval to the Governing Board, the nature and extent of programs and services that ISECC shall provide to its Member Schools and Non-Member Charter Schools after input and recommendation from the Executive Director;
- I. To recommend for approval to the Governing Board, the appropriate and necessary action to acquire necessary sites, to build new construction and or improve existing buildings, and make appropriate and necessary capital improvements to buildings after input and recommendation from the Executive Director;
- J. To recommend for approval to the Governing Board, the expenditure of funds as provided in the adopted budget for the fiscal year after input and recommendation from the Executive Director;
- K. To establish personnel positions, post positions, conduct final interviews, and recommend to the Governing Board, the approval of employment for personnel after input and recommendation from the Executive Director;

- L. To recommend to the Governing Board, the approval of the employment of the Executive Director and annually evaluate his or her performance;
- M. To recommend to the Governing Board, the dismissal of any employee after input and recommendation from the Executive Director;
- N. To recommend to the Governing Board, the approval of the lease or purchase of real estate including, but not limited to, buildings, rooms, grounds, and appurtenances after input and recommendation from the Executive Director;
- O. To recommend to the Governing Board, the adoption of an annual calendar of meetings and to hold such meetings in accordance with the laws of the State of Illinois after input and recommendation from the Executive Director;
- P. To recommend to the Governing Board, the approval and amendment of policies consistent with this Agreement and the *Illinois School Code* after input and recommendation from the Executive Director;
- Q. To recommend to the Governing Board, approval of contracts with service providers, labor unions, professional organizations, and or amendments thereto, after input and recommendation from the Executive Director; and
- R. To recommend to the Governing Board, approval for execution or authorization of such other matters as may be necessary or appropriate for the operation of ISECC as permitted by law.

### **Section 3 – Governing Board Meetings**

- A. The Governing Board shall hold a minimum of two scheduled meetings annually: one in August, and one in March (the annual Organizational Meeting). Additional meetings may be called as special meetings at the call of the President or by written petition of four (4) or more Governing Board members. The following topics shall be considered at the minimum yearly meetings; additional agenda items may be considered at any meeting.
  - 1. March Meeting Agenda:
    - a. Establish the dates, times, and locations for regular meetings.
    - b. Presentation of program report.
    - c. Approval of the projected budget.
    - d. Approve the Administrative Fee Percentages
    - e. Consideration of the Executive Director’s contract.
    - f. Elections for President, Secretary, and Treasurer.
      - i. The President of the Governing Board must hold current status as an elected ISECC Member Charter School Board

member through his or her term of office. The President shall be elected from the membership of the ISECC Governing Board. The term of office shall be for one year commencing July 1 following.

- ii. The Secretary of the Governing Board must hold current status as an elected ISECC Member Charter School board member through his or her term of office. The Secretary shall be elected from the membership of the Governing Board. The term of office shall be for one year commencing July 1 following. The Secretary shall be responsible for recording complete minutes of all ISECC Governing Board meetings and dissemination of same to the membership within thirty (30) days after each meeting.
- iii. The Treasurer of the Governing Board must hold current status as an elected ISECC Member Charter School board member through his or her term of office. The Treasurer shall be elected from the Membership of the Governing Board. The term of office shall be for one year commencing July 1 following. The Treasurer shall be responsible for oversight of the ISECC's budget and finances.
- g. An auditor shall be selected to conduct an audit.
- h. Review of policies.
- i. Appoint the ISECC Fiscal Agent.

2. August Meeting Agenda:

- a. Adoption of the annual budget at a public hearing, by a majority vote of the Governing Board.
- B. All meetings shall be conducted in compliance with the *Illinois Open Meetings Act*.
  - C. A quorum shall consist of a majority of the Governing Board membership.
  - D. On all matters requiring approval by the Governing Board, each Board Member shall have one vote. An affirmative vote of a majority of the members of the Governing Board present at a duly called meeting at which a quorum has been established shall be required for passage of a proposition unless otherwise specifically stated in this Agreement.
  - E. Governing Board members may participate in Governing Board meetings by electronic or telephonic means so long as such attendance complies with the *Illinois Open Meetings Act*, other provisions of this Agreement and ISECC policy.

## **Section 4 - Executive Board Meetings**

- A. The Executive Board shall hold an organizational meeting each July. At the organizational meeting, the Executive Board shall establish the dates, times and places for regular meetings and identify officers.
- B. There shall be two officers of the Executive Board, Chairperson and Vice-Chairperson. The terms of the office shall be one year. The positions shall be rotated. The duties of the Chairperson will be to provide over the meetings and set the agenda; the Vice-Chairperson will act as secretary and take over in absence of the chair.
- C. The Vice-Chairperson shall responsible for recording complete minutes of all ISECC Governing Board meetings and dissemination of same to the membership within thirty (30) days after each meeting.
- D. All meetings shall be conducted in compliance with the *Illinois Open Meetings Act*.
- E. A quorum shall consist of a majority of the Executive Board membership.
- F. On all matters requiring approval by the Executive Board, each Board Member shall have one vote. An affirmative vote of a majority of the members of the Executive Board present at a duly called meeting at which a quorum has been established shall be required for passage of a proposition unless otherwise specifically stated in this Agreement.
- G. Executive Board members may participate in Executive Board meetings by electronic or telephonic means so long as such attendance complies with the *Illinois Open Meetings Act*, other provisions of this Agreement and ISECC policy.

## **ARTICLE IV – THE EXECUTIVE DIRECTOR of SPECIAL EDUCATION**

### **Section 1 - Employment**

ISECC shall employ an Executive Director of Special Education (Executive Director) who shall be a State Approved Director of Special Education and shall hold all licenses and endorsements as required by the State of Illinois, or any other appropriate controlling authority.

## **Section 2 - Duties**

The Executive Director shall be responsible for the daily administration and management of ISECC in accordance with this Agreement, ISECC policies and procedures, a job description adopted by the Executive Board and Governing Board and amended, from time to time, and applicable law. The Executive Director shall be directly responsible to and report to the Executive Board. The scope and limits of the Executive Director's duties, responsibilities, and authority with respect to the Member Schools, shall be defined by the Executive Board and approved by the Governing Board consistent with Section 10-22.31 of the *Illinois School Code* or any successor legislation.

## **ARTICLE V - LICENSED AND RELATED SERVICE STAFF**

### **Section 1 - Employment of Personnel**

The Governing Board may employ licensed or non-licensed related service and support personnel as recommended by the Executive Board with input and recommendation from the Executive Director, as provided in this Agreement.

Any full-time professional worker employed by ISECC who spends more than fifty percent (50%) of his or her time providing services to students in one Member Charter School will not be required to work a different schedule than the teachers in that Member Charter School.

### **Section 2 - Dismissal of Personnel**

Employees of ISECC shall be dismissed in accordance with their contracts or ISECC Policy.

## **ARTICLE VI - PROGRAMS AND SERVICES**

## Section 1 - Programs and Services

ISECC programs and services may include instructional, consultative, supervisory, administrative, diagnostic, related services (including transportation), and other such services that are operated and managed by ISECC.

ISECC programs and services may be provided to meet the needs of students with disabilities identified under Article 14 of the *Illinois School Code* and ISBE regulations in the following areas as determined by the Executive Board with input from the Executive Director and approved by the Governing Board:

- A. Classroom Instruction/Special Education Programs. ISECC may establish special education classes and programs designed to provide special education and related services to meet the needs of Member Charter Schools' students with disabilities.
- B. Related Services. ISECC may provide related services (i.e. school psychology, social work, speech pathology, occupational therapy, physical therapy, orientation and mobility, transition, special education transportation, and other related services) when appropriate to meet the needs of Member Schools' students with disabilities, as determined by the Governing Board.
- C. Supervision, Technical Assistance and Staff Development. ISECC may provide supervision, technical assistance and staff development services to Member Charter Schools to support the appropriate delivery of special education services to meet the needs of students with disabilities and to support Member Charter Schools' compliance with the requirements of the *Individuals with Disabilities Education Act (IDEA)*, the *Illinois School Code*, and any applicable successor legislation or implementing regulations.
- D. Transportation. No transportation will be provided for the 2021-2022 school year. ISECC may provide transportation for students as determined appropriate by the Governing Board starting with the 2022-2023 school year.

## Section 2 – ISECC Office and Working Space for ISECC Staff and Services

- A. Unless otherwise determined by the Governing Board, the ISECC office shall be housed in a location determined by the Governing Board, the costs of which shall be paid for as part of each Member Charter School's Administrative Fee.
- B. Member Charter Schools shall provide office/working space for ISECC's related services personnel. No rental fee will be paid for such workspace.

### **Section 3 - Review of Special Education Programs**

The Executive Board, with input and recommendation from the Executive Director, shall annually review Member Charter Schools' programs and services to provide guidance and consultation as to any suggested changes, modifications, or improvements to the programs. Any suggested changes, modifications, or improvements to the programs shall be approved by the ISECC Governing Board.

## **ARTICLE VII - FINANCE**

### **Section 1 – Fiscal Year**

The fiscal year of ISECC shall be from July 1 through June 30.

### **Section 2 – Budget, Fees and Tuition**

A proposed annual budget shall be prepared by the Executive Director and presented to the Executive Board for review and consideration. The Executive Board shall present the budget for approval to the Governing Board. Each budget approved by the Governing Board shall delineate the costs that are to be allocated among the Member Charter Schools and Non-Member LEA Charter Schools. Such costs shall be determined in accordance with this Section 2.

- A. Administrative Fee. An "Administrative Fee" is a fee charged to each Member Charter School for its membership in ISECC which shall include the cost of employment of the Executive Director and other personnel ;administrative services such as payroll, budgeting and finance, technology, IEP technology, and legal services ;and the costs for acquisition, improvement to and maintenance of the ISECC administrative facilities. Each Member Charter School's Administrative Fee and enrollment date shall be set and approved by the Governing Board as follows:
1. A percentage of the total Administrative Fee described above and included in the approved annual ISECC budget shall be calculated as a ratio of each Member School's total student enrollment divided by the ISECC total student enrollment. This percentage will be set by the Governing Board at its March meeting

2. A percentage of the total Administrative Fee described above and included in the approved annual ISECC budget shall be calculated as a ratio of each Member School's IEP student enrollment divided by the ISECC total IEP student enrollment. This percentage will be set by the Governing Board at its March meeting.

- B. Direct Service Fee. A "Direct Service Fee" is a fee charged to Member Charter Schools or Non-Member Charter Schools associated with services provided by special education coordinators, school psychologists, social workers, special education teachers, speech language pathologists, instructional assistants, occupational therapists, physical therapists, teachers of the visually impaired, teachers of the deaf and hard of hearing, and assistive technology specialists, and others as recommended by the Executive Board and approved annually by the Governing Board, and fees for early childhood evaluations.
1. The amount of a "Direct Service Fee" shall be determined according to a formula or formulas established annually by the Governing Board as recommended by the Executive Board.
  2. Each Member Charter School or Non-Member Charter School shall notify the Executive Board and the Governing Board which, if any, direct services it desires to purchase by the last day of February of each year.

- C. Program Tuition. "Program Tuition" is all costs associated with attendance and education of a student at an ISECC program including teacher salaries, related service staff salaries, support staff salaries, text books and equipment, learning aides and other instructional related items and may include but is not limited to some or all facilities costs as identified annually by the Executive Board and approved by the Governing Board in the budget. Examples of facilities costs are rent, utilities, custodial maintenance, supplies and services and property services. Program Tuition fees shall be determined by dividing the total Program Tuition by the number of students enrolled in an ISECC program as of June 30 of the immediately preceding school year.

There will be no Program Tuition for any Member School for the 2021-2022 school year.

- D. Other Expenses. Any other ISECC expenses or costs that are not specifically set forth in this Agreement, including costs associated with the purchase or construction of classrooms, school buildings or administrative offices, may be assessed against any Member Charter School as recommended by the Executive Board and authorized by the Governing Board.



### **Section 3 – Grants or Gifts**

Grants or gifts may be accepted by ISECC upon recommendation from the Executive Board and approval of the Governing Board.

### **Section 4 – Payments**

ISECC may bill Member Charter Schools or Non-Member Charter Schools at intervals deemed necessary by the Executive Board; however, ISECC shall bill Member Charter Schools at least two (2) times per year. All payments required to be paid to ISECC shall be paid promptly. Payments that are more than thirty (30) days past due date shall bear interest at the rate of 1½ % per month from the due date of such payment to the date payment is received.

### **Section 5 – Annual Payments to the ISECC Governing Board**

- A. Projected annual budgets will be determined by the ISECC Executive Board by February 1, and approved by the ISECC Governing Board at its March meeting.
- B. For fiscal year 2022 (July 1, 2021 – June 30, 2022), ISECC will bill Member Charter Schools 50% of the projected costs on June 1, 2021. ISECC will bill the remaining 50% of the projected costs by November 1, 2021.
- C. Starting with fiscal year 2023, ISECC will bill Member Charter Schools three (3) times:
  - 1. On April 1, for 25% of the total projected Administrative Fees, Direct Service Fees, Other Fees, and Tuition Fees.
  - 2. On September 1, for 50% of the adopted budget for Administrative Fees, Direct Service Fees, Other Fees, and Tuition Fees.
  - 3. On March 1, the final payment will be for the remainder of the Administrative Fees, Direct Service Fees, Other Fees, and Tuition Fees.
  - 4. If the ISECC fund balance reaches 25% of the preceding AFR, the April 1 payment will not be required. ISECC shall not maintain fund balances greater than 25% of projected revenue.

## **Section 6 - Fiscal Agent**

At its March meeting, the Governing Board shall appoint the ISECC fiscal agent. The Fiscal Agent will be compensated for services as approved by the Governing Board in the March Governing Board meeting. The responsibilities of the fiscal agent will be as follows:

- A. Payroll. ISECC's payroll schedule will be the same as the fiscal agent's payroll schedule.
- B. Bills Payable. The fiscal agent shall pay bills that have been approved on a monthly basis by the Executive Board, and which shall be subject to final approval by the ISECC Governing Board at either of its semi-annual meetings.
- C. Investment of Funds. Investments will be in a certified bank account designated by the Governing Board.

## **ARTICLE VIII - WITHDRAWAL AND/OR REMOVAL FROM MEMBERSHIP**

### **Section 1 - Voluntary Withdrawal by Member School**

Procedures for the withdrawal of a Member Charter School from the Cooperative will, to the extent possible, be in accordance with the Illinois School Code (See Sections 5/10-22.31) and consistent with the requirements and rules adopted by ISBE.

- A. Initiation of Withdrawal Process. Such withdrawing Member Charter School must provide a petition to withdraw and a written resolution authorizing withdrawal, approved by the Member Charter School's Board, to the (a) Governing Board; (b) Executive Board; and (c) Executive Director no later than eighteen (18) months prior to the proposed effective date of withdrawal and within thirty (30) days of approval of the resolution authorizing withdrawal by the Member Charter School Board by certified mail, return receipt requested, or personal delivery with receipt. The resolution authorizing withdrawal must state the reasons and rationale for the proposed withdrawal, the benefits of withdrawal to the withdrawing Member Charter School, the projected financial and educational impact of the proposed withdrawal upon the Cooperative, and the proposed date for withdrawal. All voluntary withdrawals shall become effective on July 1 unless otherwise approved by ISECC Governing Board.

1. Concurring Resolutions of Member Charter Schools:

- a. The Governing Board of the remaining Member Charter Schools must adopt written concurring resolutions agreeing to the proposed withdrawal petition within six (6) months of the last date on which the written petition for withdrawal was presented to the (a) Governing Board); (b) Executive Board; and (c) Executive Director.
- b. If the Governing Board of the remaining Member Charter Schools approve the withdrawal petition by written resolution within such six (6) month period, the petitioning Member Charter School shall be withdrawn from the Cooperative effective on July 1, following the approval of a written concurring resolution by all of the Member Charter Schools' Boards. The petitioning Member Charter School shall notify the Illinois State Board of Education of the approved withdrawal in writing. If the Boards of Education of the remaining Member Charter Schools do not approve the withdrawal petition by written resolution within such six (6) month period, the petition to withdraw cannot be approved by concurring resolution as provided in this paragraph.

2. Hearing before the Illinois State Board of Education:

- a. If the Cooperative's Member Charter School's Governing Board do not adopt written concurring resolutions agreeing to the proposed withdrawal within such six (6) month period, the Member Charter School seeking withdrawal may present its petition for withdrawal and resolution to the Illinois State Board of Education, which shall appoint a hearing panel made up of three (3) persons who have a demonstrated interest and background in education. The written petition and resolution shall be sent to ISBE certified-mail return receipt requested and shall also be sent to the Governing Board, Executive Board, and Executive Director. None of the hearing panel members may reside within the same municipality as any Member Charter School. The hearing panel shall serve without remuneration; however, the necessary expenses, including travel, attendant upon any meeting or hearing in relation to these proceedings must be paid by the Member Charter School seeking withdrawal.
- b. Prior to the hearing, the Member Charter School seeking withdrawal shall:
  - i. provide written notification to all of its parents or guardians of students with disabilities of its intent to withdraw from the Cooperative;

- ii. hold a public hearing to allow for members of the community, parents or guardians of students with disabilities, or any other interested parties an opportunity to review its plan for educating students after the withdrawal and to provide feedback on the plan; and
- iii. prepare and provide a comprehensive plan as outlined under 105 ILCS 5/10-22.31(g-5).

c. The hearing panel shall convene and hear testimony to determine whether the withdrawing Member Charter School has presented sufficient evidence that it, standing alone, will provide a full continuum of services and support to all its students with disabilities in the foreseeable future. If the hearing panel approves the petition for withdrawal, then the petitioning Member Charter School shall be withdrawn from the Cooperative effective the following July 1 and shall notify ISBE of the approved withdrawal in writing.

3. Continuing Services:

- a. Member Schools which voluntarily withdraw from ISECC may request continued participation in selected ISECC programs or services after withdrawal. Such participation is subject to approval by the Governing Board as recommended by the Executive Board.
- b. Should the Governing Board allow a former Member Charter School to participate in ISECC programs or services, the Governing Board shall enter into a written agreement with the former Member Charter School setting forth the mutually agreed upon terms and conditions of participation, including the non-member fees for such continuing services which shall be determined by the Executive Board and approved by the Governing Board.

## **Section 2-Removal of Member School**

Membership in ISECC is conditional upon the Member Charter Schools continued compliance with the terms of this Agreement and ISECC policies. If the Executive Board finds that a Member Charter School has failed to comply with this Agreement or ISECC policies, the Governing Board shall be informed and shall provide written notice to said Member Charter School of such failure. If, after six (6) months from the date of the written notice to the Member Charter School, the Member Charter School has not remediated the failure as determined by the Executive Board, the Governing Board may remove such Member Charter School pursuant to the following procedure:

A. **Notice.** Upon approval of a majority of the members of the Governing Board, the Executive Board shall send a written notice to the Director/Principal and President of the Board of Directors of the Member Charter School in question, specifying the items which the Executive Board deems sufficient cause to justify removal of the Member Charter School from ISECC. The notice must specify the period of time in which such items are to be corrected or appropriate corrective steps are to be taken and must be sent by certified mail, return receipt requested.

B. **Hearing.** Should the Member Charter School fail to take the remedial action required in the notice of breach to the satisfaction of the Executive Board, the Executive Board shall inform the Governing Board of its determination. The Governing Board shall, upon reasonable written notice, call a special meeting, at which time the matter shall be brought before the Governing Board for hearing and possible action. At least thirty (30) days prior, written notice of the time and place of such hearing shall be given to the Member Charter School in question, addressed to the Director/Principal and President of the Board of Directors of said Member Charter School, sent by certified mail, return receipt requested. The Member Charter School in question shall be permitted to appear and to submit reasons why it should not be removed from membership.

C. **Action.** A vote by two-thirds of the Governing Board members shall be required to terminate the membership of a Member Charter School in ISECC. Removal from membership shall not relieve the Member Charter School of the obligations incurred during its membership in ISECC and such termination shall become effective no later than July 1 following the date of action by the Governing Board.

### **Section 3 - Rights and Responsibilities upon Withdrawal or Removal**

In the event that any Member Charter School withdraws or is removed from ISECC, such Member Charter School shall forfeit any claim or right it may have to any ISECC assets provided to the Cooperative. Such withdrawn or removed Member Charter School, however, shall continue to be liable for all costs, expenses and liabilities accrued by ISECC on or before the effective date of withdrawal and shall continue to pay such costs, expenses and liabilities until they are paid in full, including any costs, expenses and liabilities associated with the withdrawal hearing.

Unless otherwise specifically provided, the withdrawing or removed Member Charter School's share of the costs, expenses or liabilities shall be equal to the withdrawing or removed Member Charter School's share of the Administrative Fee as of the date the written petition for withdrawal is submitted to the Governing Board, the Executive Board, and the Executive Director.

## **ARTICLE IX – AMENDMENTS**

At least thirty (30) days before a meeting, any Member Charter School may submit to the Executive Board, a written proposed amendment to this Agreement. The Executive Board shall consider the proposed amendment and present a final consideration for approval to the Governing Board. The Governing Board shall consider the proposed amendment. If approved by a two-thirds vote of the Governing Board, the amendment shall be adopted. The effective date of said amendment, unless otherwise stated therein, shall be the date of approval by the Governing Board.

## **ARTICLE X - SERVICES TO NON-MEMBER CHARTER SCHOOL STUDENTS**

ISECC may provide programs or services to Non-Member LEA Charter School students. The Executive Board with input and recommendation from the Executive Director shall have the authority to (a) enroll such student(s); (b) to arrange for the placement of such student(s); (c) and to negotiate any necessary agreements and financial arrangements between the Non-Member LEA Charter School and ISECC, subject to the review and approval of the Governing Board.

## **ARTICLE XI – DISSOLUTION**

### **Section 1 - Dissolution**

- A. At least thirty (30) days before a Governing Board meeting, any Member Charter School may submit a proposed Resolution for Dissolution to the Governing Board proposing that ISECC be dissolved voluntarily. Upon receipt of the proposed Resolution for Dissolution, the Governing Board shall place the topic of dissolution on the agenda of its next regular meeting. Following discussion, at one or more Governing Board meetings, the topic shall be put to a vote by the Governing Board.

- B. The Member Charter School submitting the proposed Resolution for Dissolution shall provide copies of the Resolution to all other Member Charter Schools at least thirty (30) calendar days prior to the Governing Board meeting at which the Resolution for Dissolution will be considered.
- C. The question of such dissolution shall be submitted to a vote at a meeting of the Governing Board, which may be either a regular or a special meeting. Dissolution may occur if approved by the affirmative vote of three-fourths of the members of the Governing Board. Dissolution will be effective on July 1 following the affirmative vote, or on such other July 1 as approved by the Governing Board.
- D. Such Resolution for Dissolution shall be submitted to the Illinois State Board of Education at least eighteen (18) months prior to the requested effective date of the dissolution.
- E. Upon Dissolution, the Governing Board shall notify the Illinois State Board of Education by certified mail return receipt requested.

## **Section 2 - Dissolution Plan**

At the time of the vote to dissolve, the Governing Board must approve a Dissolution Plan outlining the process and procedures for dissolving the Cooperative and providing for the distribution of its assets and liabilities in accordance with the terms and conditions of this Agreement. The Dissolution Plan will identify all outstanding liabilities of ISECC and a plan for extinguishing those liabilities and otherwise gradually concluding the affairs of ISECC. The Dissolution Plan must include a plan for dismissing all employees of ISECC, in accordance with applicable law.

## **Section 3 - Effect of Dissolution**

Upon dissolution, ISECC shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including, but not limited to:

- A. Collecting receivables;
- B. Liquidating and or disposing its assets as provided in Section 4 hereof;
- C. Discharging or making provision for discharging of its liabilities and obligations;
- D. Causing the honorable dismissal or otherwise terminating the employees of ISECC;  
and

E. Taking such other actions as may be necessary to conclude the affairs of ISECC.

#### **Section 4 – Distribution of Assets**

Once ISECC has accounted for all of its assets and liabilities, any remaining assets after such accounting shall be liquidated and the net proceeds thereof distributed to each Member Charter School at the time of dissolution in accordance with each Member Charter School's percentage of the Administrative Fee for the school year immediately preceding the date of dissolution.

### **ARTICLE XII - MISCELLANEOUS**

#### **Section 1 - Contractual Capacity**

Each party agrees that it has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so.

#### **Section 2 - Effect of Agreement**

This Agreement inures to the benefit of and binds each of the parties, as well as each of their respective successors.



### **Section 3- Complete Understanding**

This Agreement sets forth all of the promises, agreements, conditions, and understandings among the parties related to the Illinois Special Education Charter Cooperative, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist among the parties.

### **Section 4 - Effective Date of Agreement**

This Agreement becomes effective as of the date all parties have signed it.

### **Section 5 - Governing Law and Venue**

This Agreement is to be construed according to the laws of the State of Illinois and venue for any lawsuit under this Agreement is proper only in the Circuit Court of Cook County, Illinois.

## **ARTICLE XIII - SAVINGS CLAUSE**

In the event that any section or part of this Agreement violates any applicable statute or regulation, such section or part of this Agreement shall be null and void and shall not be binding. To the extent that the purpose of and the ability to operate ISECC remains unaltered, such partial invalidation of any part of this Agreement shall not in any way affect the validity of the remainder of this Agreement.

Approved and Adopted by the Boards of Directors of the Member Charter Schools:

**Board of Directors of Ace Amandla Charter School**

By: \_\_\_\_\_ President

Attest: \_\_\_\_\_ Secretary

**Board of Directors of Betty Shabazz International Charter School**

By: \_\_\_\_\_ President

Attest: \_\_\_\_\_ Secretary

**Board of Directors of Barbara A. Sizemore Charter School**

By: \_\_\_\_\_ President

Attest: \_\_\_\_\_ Secretary

**Board of Directors of Horizon Science Academy - Belmont Charter School**

By: *Stephanie A. Gladden* \_\_\_\_\_ President  
Stephanie A. Gladden (Mar 24, 2021 16:36 CDT)

Attest: \_\_\_\_\_ Secretary

**Board of Directors of Horizon Science Academy - McKinley Park Charter School**

By: Serdar A. Gurses \_\_\_\_\_ President

Attest: \_\_\_\_\_ Secretary

Date: \_\_\_\_\_

## APPENDIX A

### LIST OF MEMBER SCHOOLS

1. Ace Amandla Charter School
2. Betty Shabazz International Charter School
3. Barbara A. Sizemore Charter School
4. Horizon Science Academy - Belmont Charter School
5. Horizon Science Academy - McKinley Park Charter School

**Signature:**   
Serdar A. Gurses (Mar 24, 2021 16:59 CDT)

**Email:** serdargurses@yahoo.com

# ISECC JOINT AGREEMENT FINAL









## 12\_08\_2020 (1)

Final Audit Report

2021-03-24

Created:	2021-03-23
By:	Serdar Kartal (hr@hsabelmont.org)
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