



LINCOLNSHIRE – PRAIRIE VIEW SCHOOL DISTRICT 103

1370 N. Riverwoods Road • Lincolnshire, Illinois 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

BOARD OF EDUCATION AGENDA

DECEMBER 2, 2014

The Committee of the Whole Meeting of the Board of Education of Lincolnshire-Prairie View School District 103 will be held on Tuesday, December 2, 2014 at 7:00 PM in the Learning Center of Daniel Wright Junior High School, 1370 N. Riverwoods Road, Lincolnshire, Illinois.

AMENDED AGENDA

A. Call to Order and Roll Call

Time: 1 Hour 30 Minutes

B. Pledge of Allegiance

C. Community Participation

D. Discussion Items

Time: 1 Hour

- | | |
|---|----|
| 1. Options for Revising Community Participation Guidelines | 2 |
| 2. Update on PERA Law | 4 |
| 3. 1:1 Implementation Update | 5 |
| 4. ELM Update | 8 |
| 5. MAP Results | 9 |
| 6. ISAT Results | 14 |
| 7. Articles of Joint Agreement for the Exceptional Learners Collaborative | 25 |

E. Board Comments

F. Old Business/New Business

G. Community Participation

H. Executive Session

Time: 30 Minutes

I. Adjournment



Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: November 24, 2014
Re: Community Participation – Options for revision

A discussion regarding the options for revising community participation guidelines will occur at the December 2, 2014 COW meeting. The current policy is included for the Board's reference.

Board of Education

Public Participation at Board of Education Meetings and Petitions to the Board

At each regular and special open meeting, members of the public and District employees may comment on or ask questions of the Board, subject to reasonable constraints.

The individuals appearing before the Board are expected to follow these guidelines:

1. Address the Board only at the appropriate time as indicated on the agenda and when recognized by the Board President.
2. Identify oneself and be brief. Ordinarily, such comments shall be limited to 2 minutes. In unusual circumstances, and when an individual has made a request in advance to speak for a longer period of time, the individual has given advance notice of the need to speak for a longer period of time, such person may be allowed to speak for more than 2 minutes.
3. Observe the Board President's decision to shorten public comment to conserve time and give the maximum number of individuals an opportunity to speak.
4. Observe the Board President's decision to determine procedural matters regarding public participation not otherwise covered in Board policy.
5. Conduct oneself with respect and civility toward others and otherwise abide by Board policy, 8:30, *Visitors to and Conduct on School Property*.

Petitions or written correspondence to the Board shall be presented to the Board of Education in the next regular Board packet.

LEGAL REF.: 5 ILCS 120/2.06.
105 ILCS 5/10-6 and 5/10-16.

CROSS REF.: 2:220 (Board of Education Meeting Procedure), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School Property), 8:110 (Public Suggestions and Complaints)

ADOPTED: February 14, 2011



Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: November 24, 2014
Re: Performance Evaluation Reform Act (PERA) Update

The Performance Evaluation Reform Act (PERA) enacted in January of 2010 defines the process for which certified teachers and principals are evaluated in Illinois. The evaluation process has been phased in over several years, beginning with standardizing summative ratings. The final component will be the inclusion indicators and data of student growth as a significant factor in evaluations. A presentation regarding the law, the district's past work, current status and future work will occur at the December 2, 2014 COW meeting.



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Memo

To: Board of Education
From: Katie Reynolds, Asst. Supt. Of Curriculum and Instruction
Mark Westhoff, Director of Technology
CC: Dr. Scott Warren
Date: December 2, 2014
Re: 1:1 Teaching and Learning Implementation Update

1:1 Teaching and Learning Implementation Update

Note: Our recommendation for Phase II will come in February. We feel February is a better time to present as strategic planning and other District initiatives will be further along in their processes.

Onsite Service Structures

We had one district-owned iPad presented to the technology department that was bent. It was taken to the Apple Store. We had one district-owned iPad reported lost, but it was found a few days later.

Ownership Models

Teachers report that BYOiPads, at times, bring additional challenges to the classroom. This is something we consistently discuss. An example of a challenge is when an URL needs to be whitelisted. With the rent and rent-to-own models, we distribute this URL automatically; however, with the BYO model, the URL has to be hand-entered into each BYOiPad. We continue to review the BYO model as an option for our 1:1 initiative.

Communication Strategies

Information continues to be communicated to parents through email and websites: classroom, building, and district. Parents are being updated on our learning management system, Haiku, as well as apps such as Notability and other iPad Apps that students use to support their learning.

We are changing the location of our 1:1 teaching and learning webpage from a Weebly page to the District-hosted website. Buttons on each webpage will point to the new 1:1 webpage.

Teaching and Learning

Teachers continue to grow in their use of 1:1 in their classrooms. The new 1:1 page is a great reference to see and hear what is happening in 1:1 teaching and learning. We will have links to Phase I as well as pilot classroom instructional activities to view. Another avenue to view information about 1:1 teaching and learning is via Twitter. Several of our teachers tweet what is happening in their classrooms, and I (@mwesthoff103) consistently re-tweet technology integration tweets from teachers.

We continue to encourage our teachers to “try things out” in their classrooms. As 1:1 teaching and learning is new for many teachers, establishing a culture of risk-taking is crucial for long-term success of integrating new technologies into instruction. Teachers must feel comfortable trying new lessons or activities and feel supported in their efforts. Failures are as important as successes as teachers find ideas and lessons that fit their individual teaching style. Our teachers--under the guidance of our principals, help from colleagues, and assistance from our instructional technology coaches—are becoming more and more comfortable using personal devices as instructional tools.

Professional Development

Phase I teachers recently took the Apple Education Technology Profile Survey. The aim of the survey is to assist the district in identifying the level of technology integration practices according to Ruben Puentedura's SAMR Model. The survey has three sections: Section 1 asks for some basic demographic information; Section 2 asks about use of technology to achieve specific goals in students' learning; Section 3 asks some questions about professional use of technology. The survey is anonymous, and the results will help us target our professional development more effectively.

Instructional technology coaches teamed recently at a Half Day School staff meeting to train teachers on using Haiku, our learning management system. Another training took place at Daniel Wright during conference days. These types of trainings will continue to occur throughout the school year.

Instructional technology coaches continue to spend a good deal of time working with 1:1 teachers. Some of this time is spent in teacher and team meetings where discussions on various aspects of 1:1 teaching and learning take place.

Mobile Device Management

Over the next several months we will be sending a couple of our technology support specialists to Casper training (Casper is our mobile device management software). After completing the training, our staff can become certified Casper technicians and certified Casper administrators. We aim to have a certified technician at each site, so as more devices come on board we can be nimble with our ability to adapt to teacher and student needs.

Digital Citizenship Curriculum

Teachers have been teaching and reviewing various lessons on digital citizenship at all three schools. For example, at the November Daniel Wright technology curriculum committee meeting, there were discussions on the effectiveness of lessons used from

Common Sense Media and teacher-made lessons. Members discussed that some lessons needed to be kept, modified, or removed from the curriculum.

We are hosting three parent focus groups on December 8 on the topic of the 1:1 Teaching & Learning environment. Devorah Heitner, PhD, of Raising Digital Natives will facilitate the groups. The three sessions will be offered at the District 103 Administrative Conference Room.

District 103 will be hosting a parent engagement night on Wednesday, January 14, 2015. Dr. Heitner will facilitate this event and focus on supporting parents working with their children on the proper use of technology in the home and at school.



Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: November 25, 2014
Re: ELM Progress Report

Katie Reynolds will provide a verbal progress report to the Board at the December 2, 2014 COW meeting.



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Memo

To: Board of Education
From: Katie Reynolds
CC: Dr. Scott Warren
Date: November 10, 2014
Re: Fall 2014 MAP Scores

Attached are the scores from the Measures of Academic Progress (MAP) tests taken by students in September 2014. The two reports demonstrate how District 103 students performed on the test when compared to students nationally. As expected, District 103 students continue to perform above the national norms.

In addition, included are two reports that shows student growth from Fall 2013, to Fall 2014, in both mathematics and reading. The growth reports begin with third grade, since students first take the MAP tests in second grade. The yellow columns indicate the mean of growth that our students have shown from Fall 2013, to Fall 2014, while the red line shows the mean growth targets. The targeted growth is devised on a national level and is supplied by NWEA as a measure against which we can compare local growth. You will note that with the exception of sixth grade mathematics, the mean of growth in each grade level for both mathematics and reading exceeded the mean of growth targets. This report also provides the number of students at each grade level who met their growth target, as well as the percentage of students at that grade level who met their growth target.

Individual MAP progress reports were mailed home to parents in October 2014. This report shows parents how a student is performing, and also gives specific information with respect to goal areas in math and reading. In addition the report shows all of the students' scores from third grade through eighth grade. This makes it easy for both parents and teachers to measure growth through the years.



LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103

FALL 2014

MEASURES OF ACADEMIC PROGRESS RESULTS

RIT (Raasch Unit) is a unit of measure that uses individual item difficulty values to estimate student achievement. RIT scores create an equal interval scale and are used to monitor students' progress across time.

District 103 students consistently score above national norms.

MATH Mean RIT - District 103

Grade	Fall 2014	Fall 2013	National Norm
Grade 2	189.2	194.8	178.2
Grade 3	206.9	203.4	192.1
Grade 4	218.0	219.4	203.8
Grade 5	230.9	230.6	212.9
Grade 6	234.4	236.4	219.6
Grade 7	245.2	244.3	225.6
Grade 8	251.1	253.4	230.2

READING Mean RIT - District 103

Grade	Fall 2014	Fall 2013	National Norm
Grade 2	186.9	192.1	175.9
Grade 3	204.4	200.2	189.9
Grade 4	210.6	213.6	199.8
Grade 5	220.6	218.6	207.1
Grade 6	224.2	225.4	212.3
Grade 7	229.5	231.2	216.3
Grade 8	234.7	235.3	219.3



LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103

MAP TEST RESULTS

FALL 2014

PERCENTAGE OF STUDENTS SCORING AT THE 90TH PERCENTILE

FALL OF 2014 - MATH			FALL OF 2013 - MATH			FALL OF 2012 - MATH		
Grade	# of Students Tested	Students @ 90% or Higher	Grade	# of Students Tested	Students @ 90% or Higher	Grade	# of Students Tested	Students @ 90% or Higher
2	176	28%	2	165	47%	2	155	41%
3	172	48%	3	166	32%	3	170	46%
4	172	40%	4	190	45%	4	183	46%
5	200	39%	5	186	53%	5	183	51%
6	201	41%	6	195	41%	6	204	34%
7	206	46%	7	209	39%	7	198	45%
8	215	47%	8	209	49%	8	204	43%

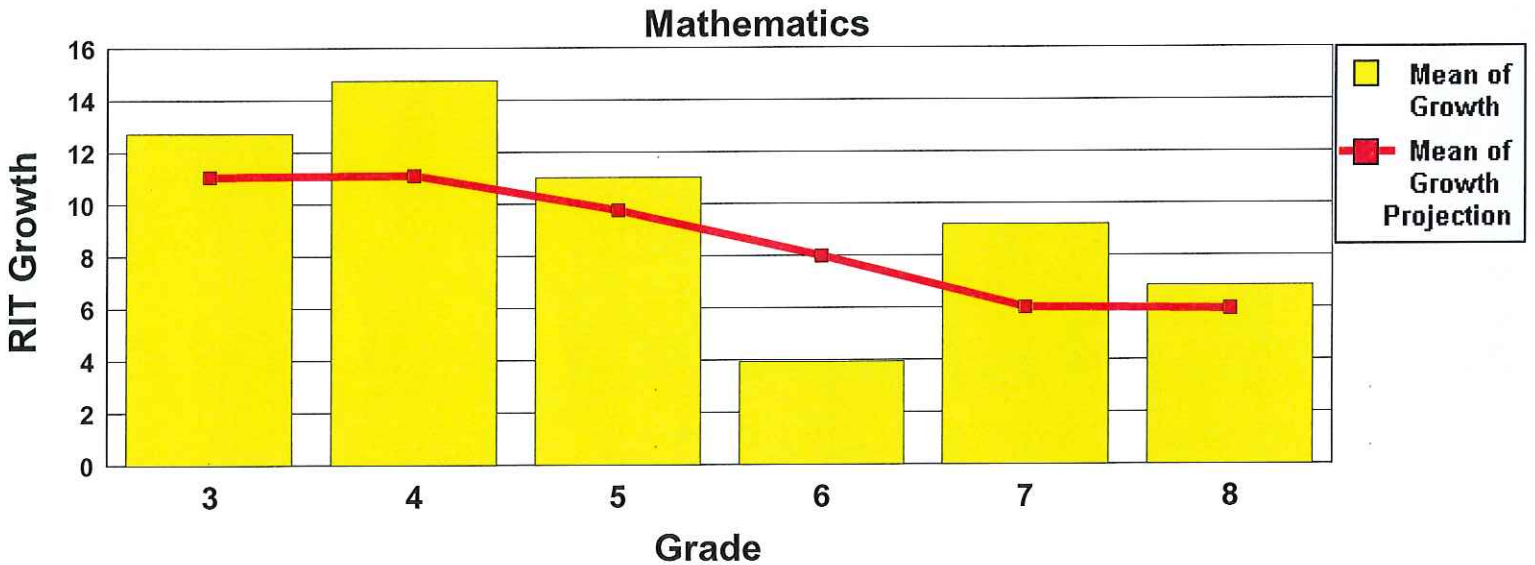
FALL OF 2014 - READING			FALL OF 2013 - READING			FALL OF 2012 - READING		
Grade	# of Students Tested	Students @ 90% or Higher	Grade	# of Students Tested	Students @ 90% or Higher	Grade	# of Students Tested	Students @ 90% or Higher
2	174	30%	2	165	46%	2	155	33%
3	172	46%	3	165	27%	3	169	30%
4	172	32%	4	188	32%	4	182	36%
5	202	46%	5	183	40%	5	183	46%
6	197	30%	6	192	36%	6	205	36%
7	205	36%	7	206	39%	7	197	39%
8	216	41%	8	208	43%	8	205	42%

Student Growth District Summary - Fall 2013 to Fall 2014

District: Lincolnshire-Prairie View School District #103

* (Small Group Summary Display is ON)

Mathematics		Fall 2013		Fall 2014		Growth			Mean** Growth Projection	Growth Index	Percent of Projection	Count Meeting Growth Projection	Percent Meeting Growth Projection
Grade (Fall 2014)	Count	Mean RIT	Std Dev	Mean RIT	Std Dev	Mean	Std Dev	Sampling Error					
Grade 3	158	194.9	11.7	207.6	12.3	12.7	7.5	0.6	11.1	1.7	114.9	103	65.2
Grade 4	157	203.6	14.6	218.4	15.4	14.8	6.9	0.6	11.1	3.6	132.8	114	72.6
Grade 5	179	219.5	13.9	230.5	15.6	11.0	7.8	0.6	9.8	1.3	113.0	102	57.0
Grade 6	176	230.9	15.0	234.9	14.2	4.0	6.1	0.5	8.0	-4.1	49.3	44	25.0
Grade 7	185	236.7	14.6	245.9	15.1	9.2	6.4	0.5	6.0	3.2	154.8	136	74.3
Grade 8	201	244.1	15.2	250.9	15.2	6.8	6.0	0.4	6.0	0.9	116.0	124	62.3



* Summary data for groups with less than 10 students are shown as selected, but may not be statistically reliable.

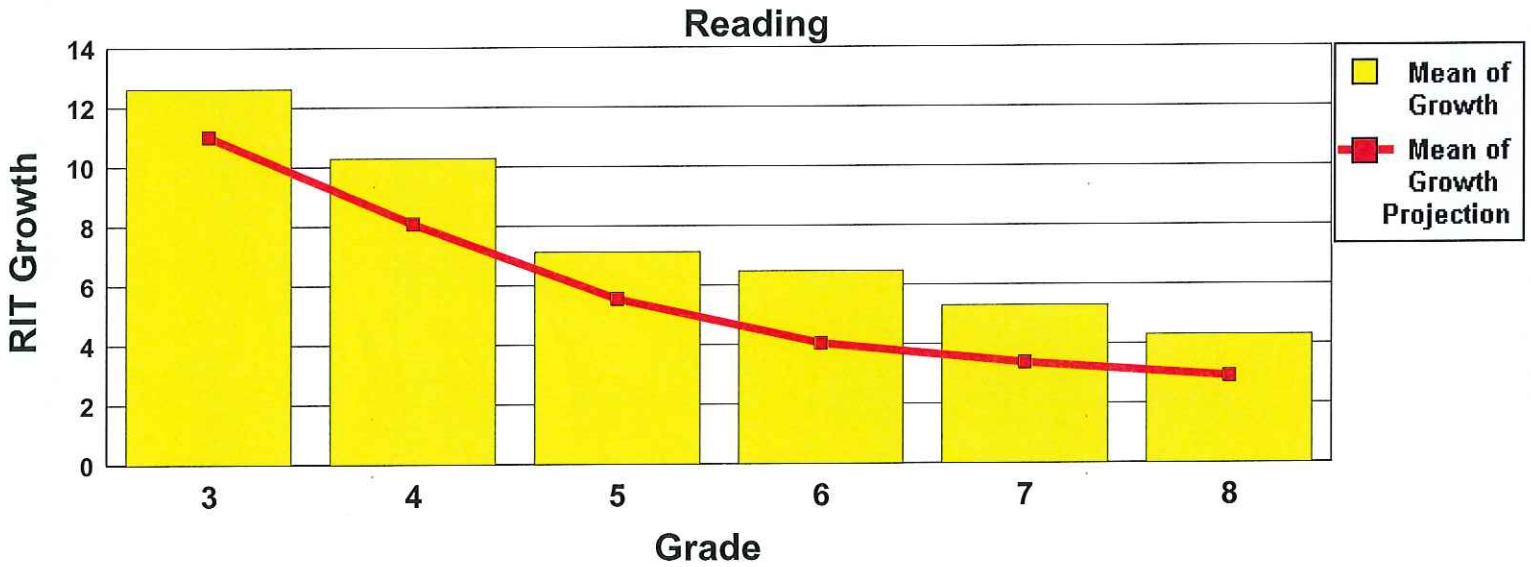
** All projections based on the most recent NWEA RIT Scale Norms study.

Student Growth District Summary - Fall 2013 to Fall 2014

District: Lincolnshire-Prairie View School District #103

* (Small Group Summary Display is ON)

Reading		Fall 2013		Fall 2014		Growth						Count	Percent
Grade (Fall 2014)	Count	Mean	Std	Mean	Std	Mean	Dev	Sampling	Mean**	Growth	Percent of	Count	Meeting
		RIT	Dev	RIT	Dev				Dev				
Grade 3	158	192.3	13.4	205.0	12.7	12.7	8.5	0.7	11.0	1.6	114.6	98	62.0
Grade 4	157	200.4	12.8	210.7	12.5	10.3	7.7	0.6	8.1	2.2	127.2	104	66.2
Grade 5	176	213.9	9.7	221.1	11.0	7.2	6.7	0.5	5.6	1.6	128.4	108	61.4
Grade 6	173	219.1	12.4	225.5	11.9	6.4	7.1	0.5	4.0	2.4	160.1	113	65.3
Grade 7	183	225.8	11.6	231.1	10.8	5.3	6.3	0.5	3.4	1.9	157.0	121	66.1
Grade 8	199	231.1	11.3	235.4	11.1	4.3	6.3	0.4	2.9	1.4	147.4	122	61.3



* Summary data for groups with less than 10 students are shown as selected, but may not be statistically reliable.

** All projections based on the most recent NWEA RIT Scale Norms study.



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Memo

To: Board of Education
From: Katie Reynolds
CC: Dr. Scott Warren
Date: November 12, 2014
Re: Spring 2014 ISAT Comparison

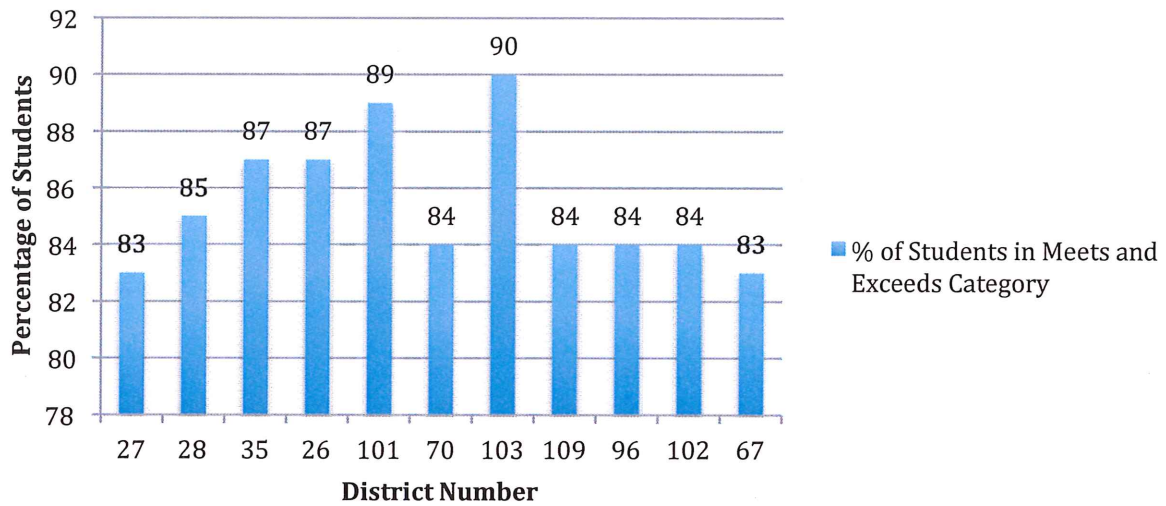
Attached you will find a comparison of ISAT scores for District 103 and the ten districts identified by the Citizens Advisory Committee for Finance.

The charts on pages 2, 3, & 4 include data for all students in the areas of reading, math, and science. The charts on pages 5-11 show the percentage of students who met or exceeded state standards broken down by grade level and subject.

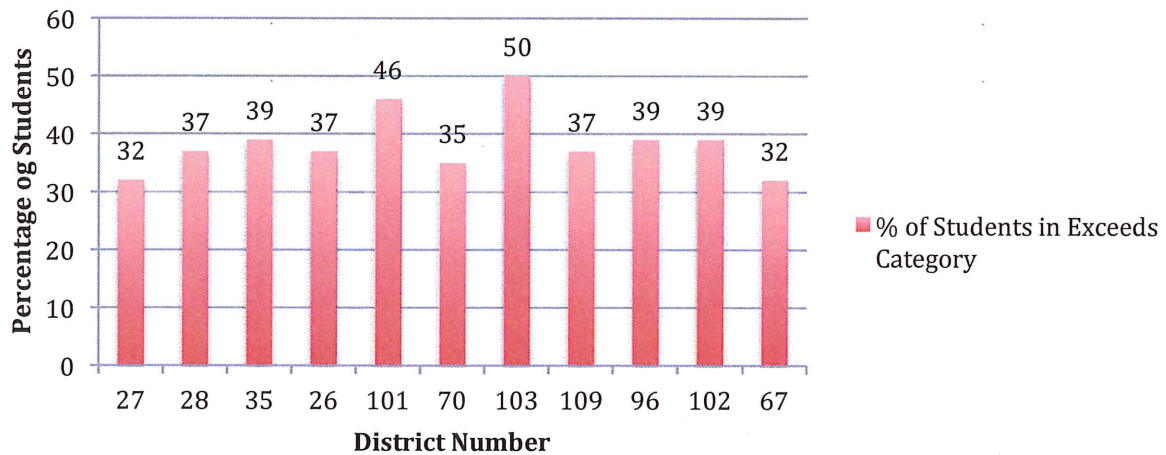
For your reference, below is a legend indicating the comparison districts by their district numbers:

District Name	District Number
NORTHBROOK ESD	27
NORTHBROOK	28
GLENCOE	35
WINNETKA	26
WESTERN SPRINGS	101
LIBERTYVILLE	70
LINCOLNSHIRE-PRAIRIEVIEW	103
DEERFIELD	109
KILDEER COUNTRYSIDE CCSD	96
APTAKISIC-TRIPP CCSD	102
LAKE FOREST	67

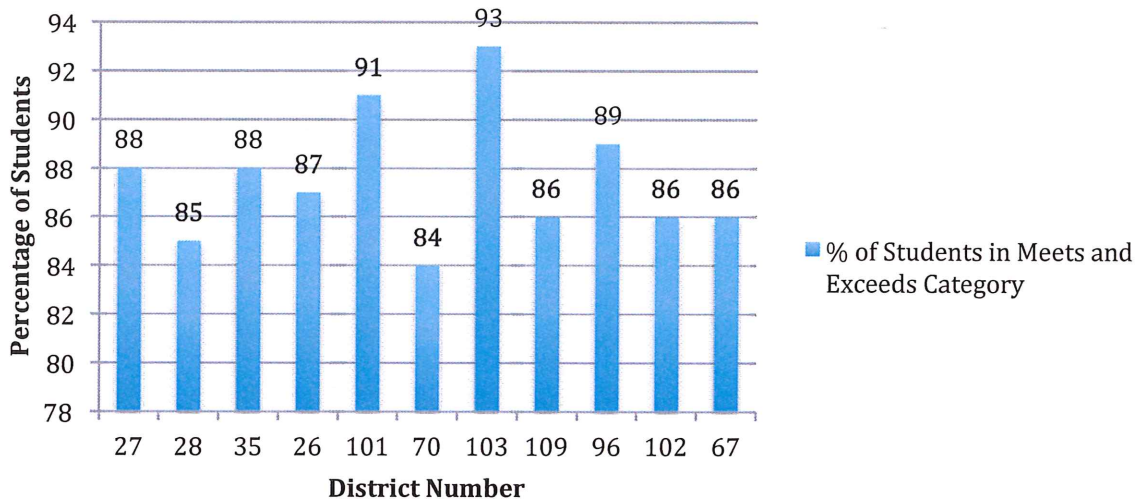
2014 Reading ISAT Results-All Students Meets & Exceeds Comparison Districts



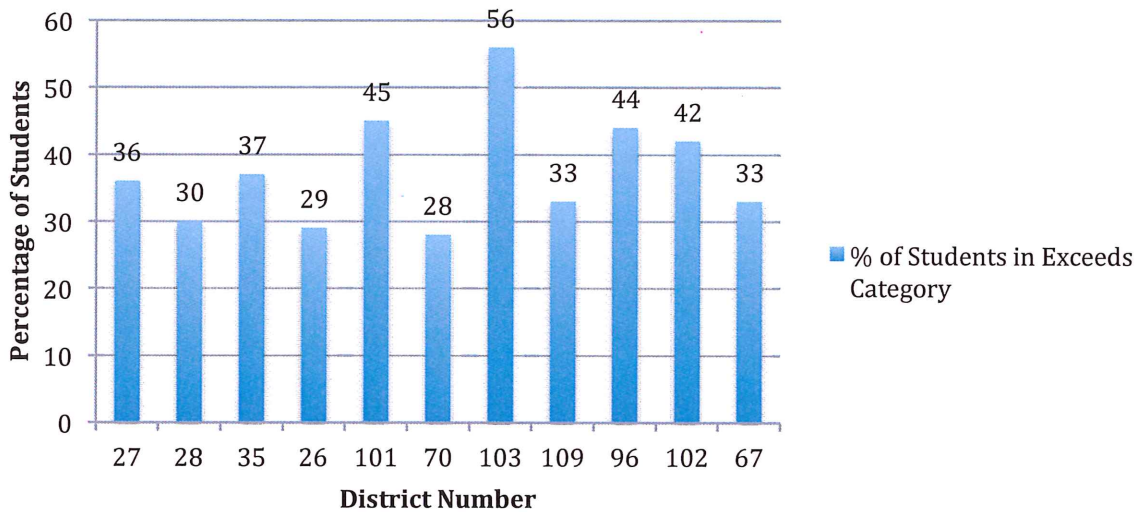
2014 Reading ISAT Results-All Students Exceeds Comparison Districts



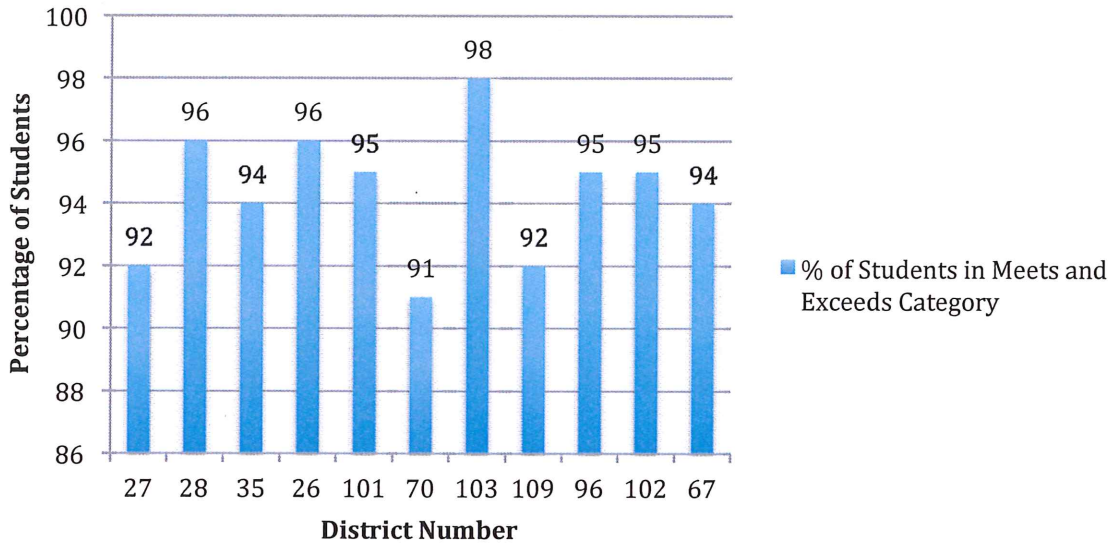
2014 Math ISAT Results-All Students Meets & Exceeds Comparison Districts



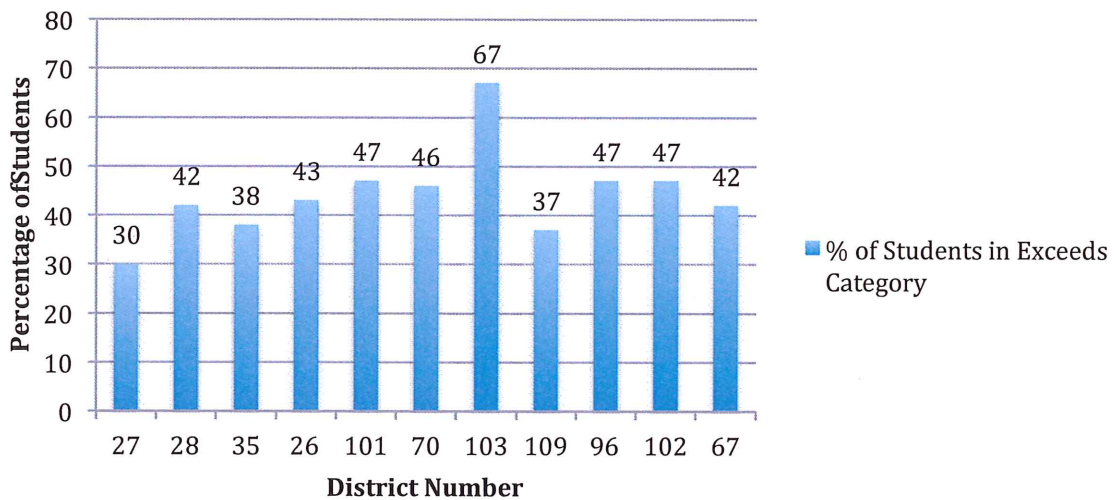
2014 Math ISAT Results-All Students Exceeds Comparison Districts



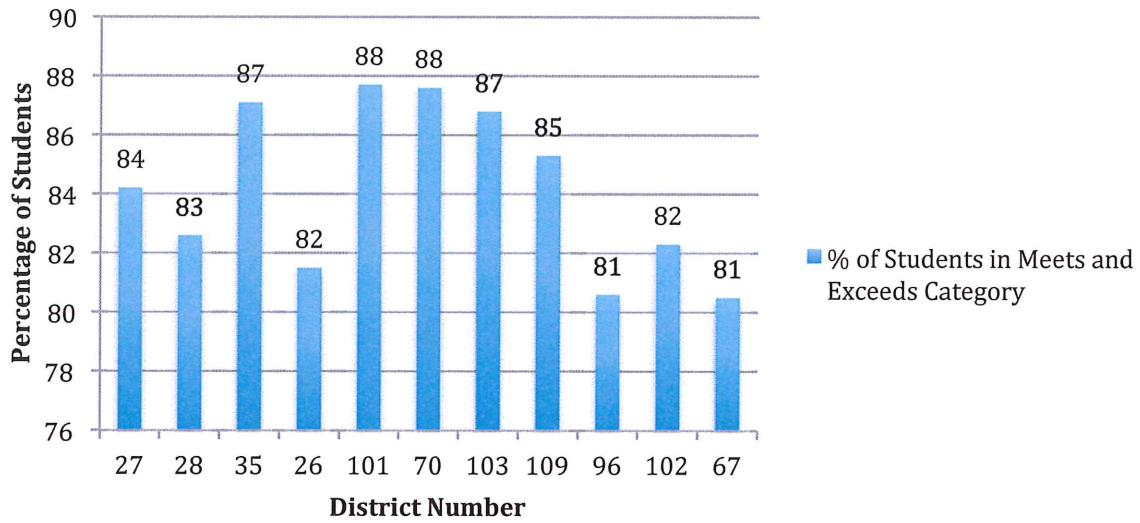
2014 Science ISAT Results-All Students Meets & Exceeds Comparison Districts



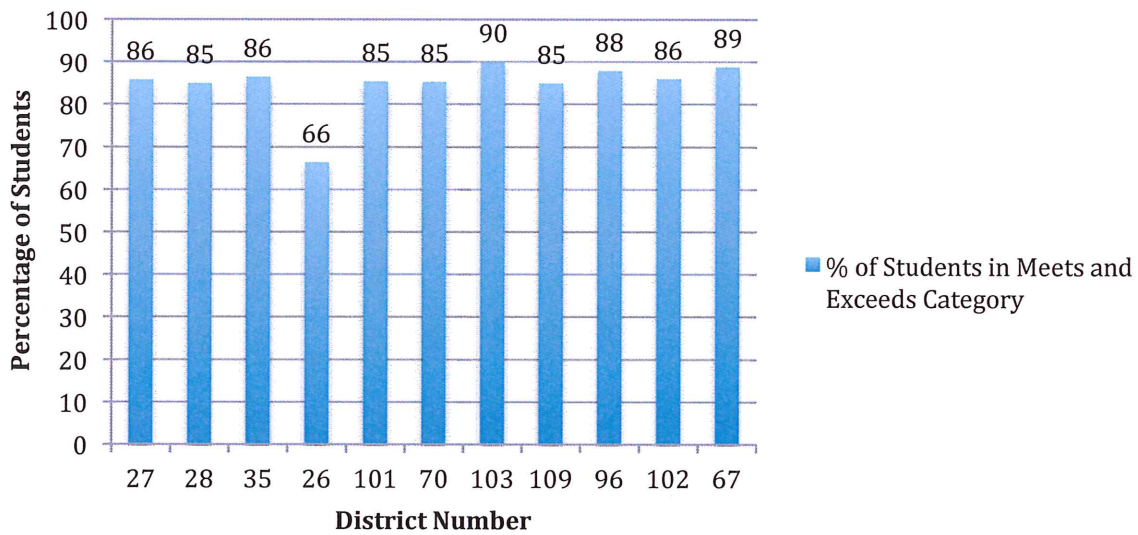
2014 Science ISAT Results-All Students Exceeds Comparison Districts



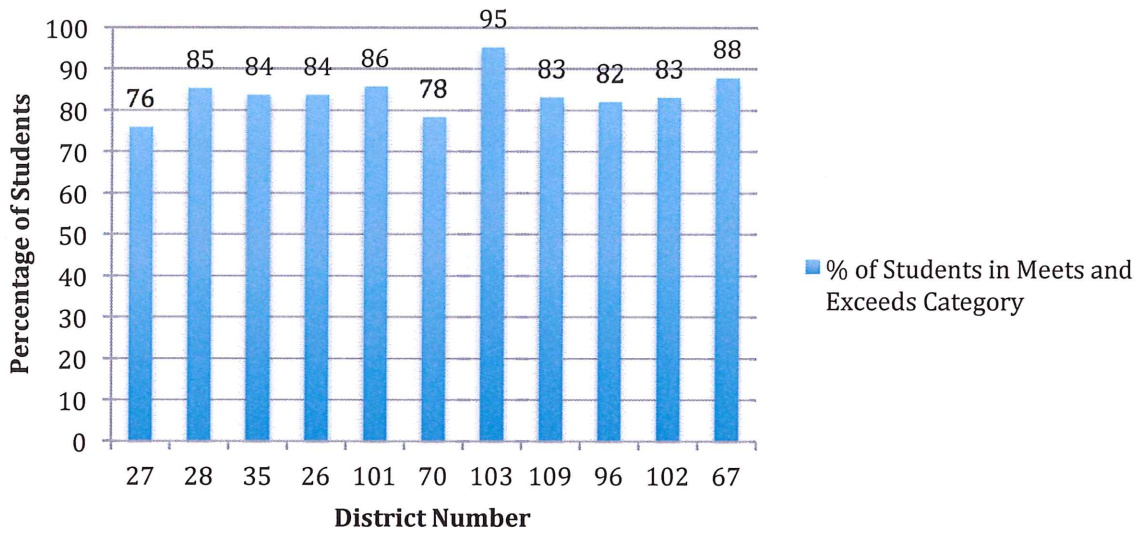
Third Grade 2014 Reading ISAT Results Meets & Exceeds Comparison Districts



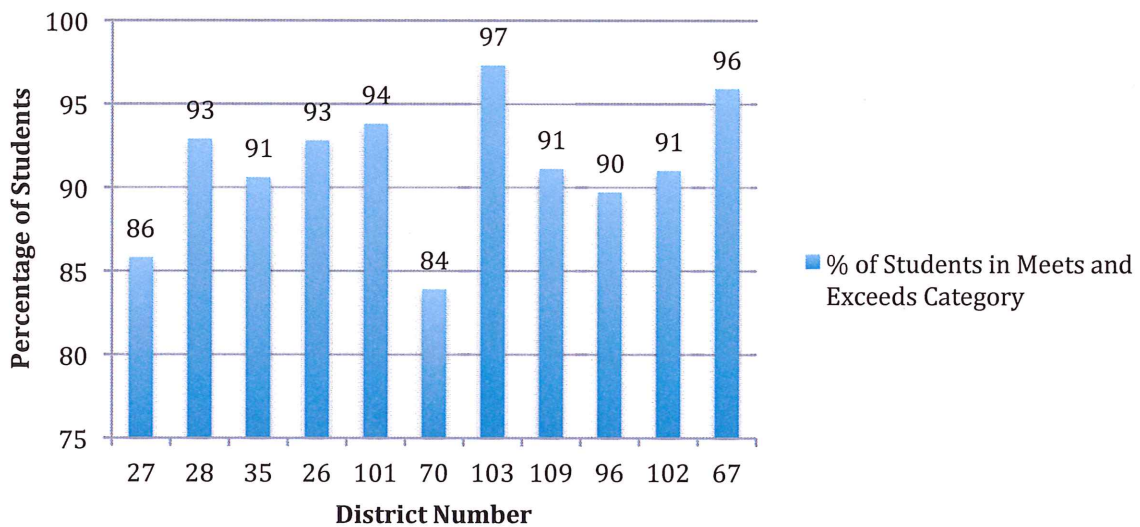
Third Grade 2014 Math ISAT Results Meets & Exceeds Comparison Districts



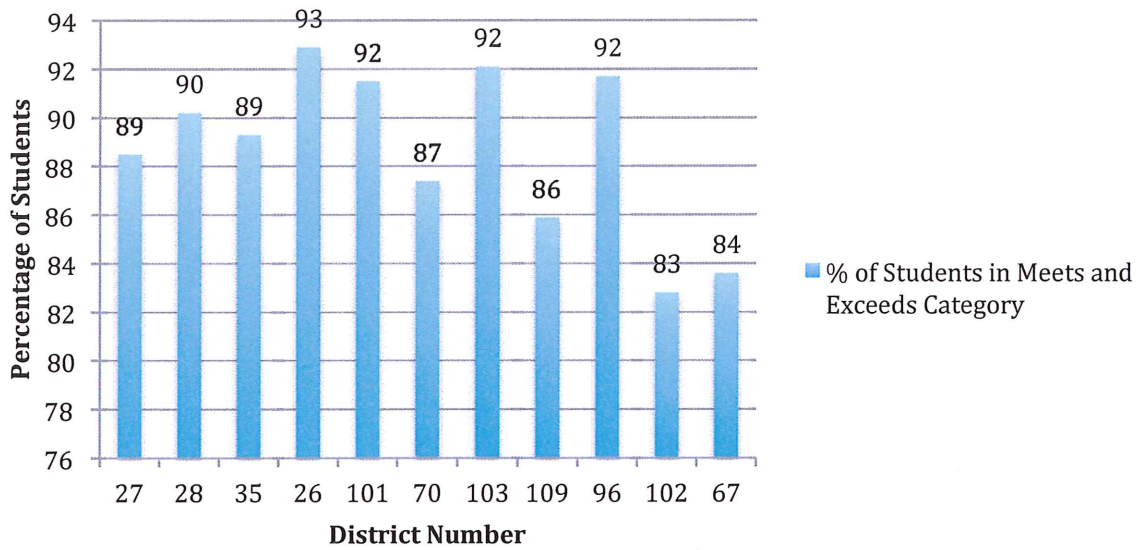
Fourth Grade 2014 Reading ISAT Results Meets & Exceeds Comparison Districts



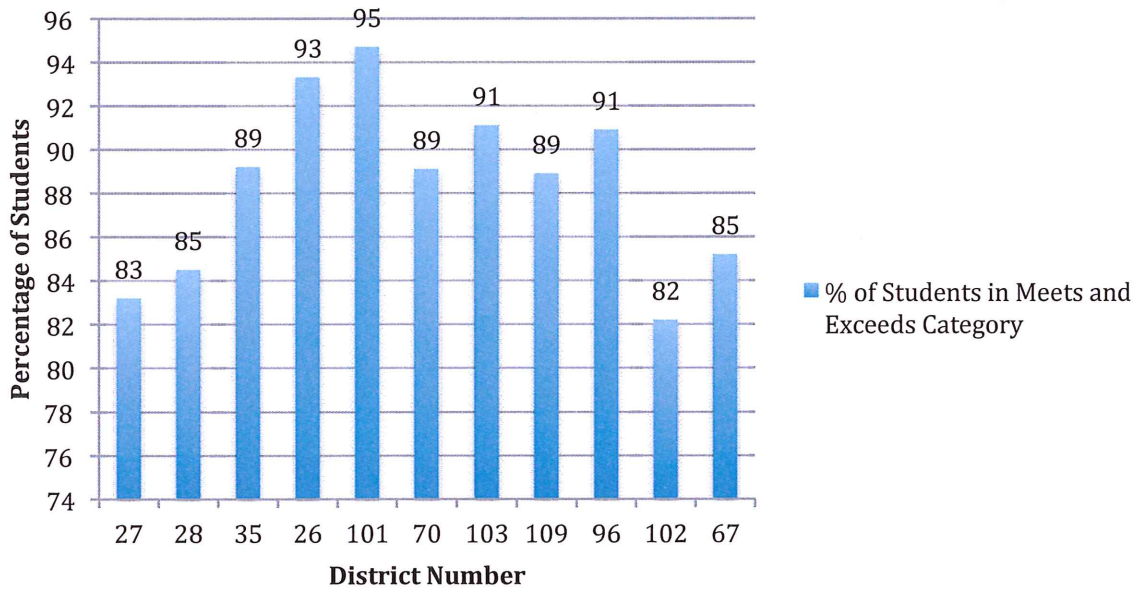
Fourth Grade 2014 Math ISAT Results Meets & Exceeds Comparison Districts



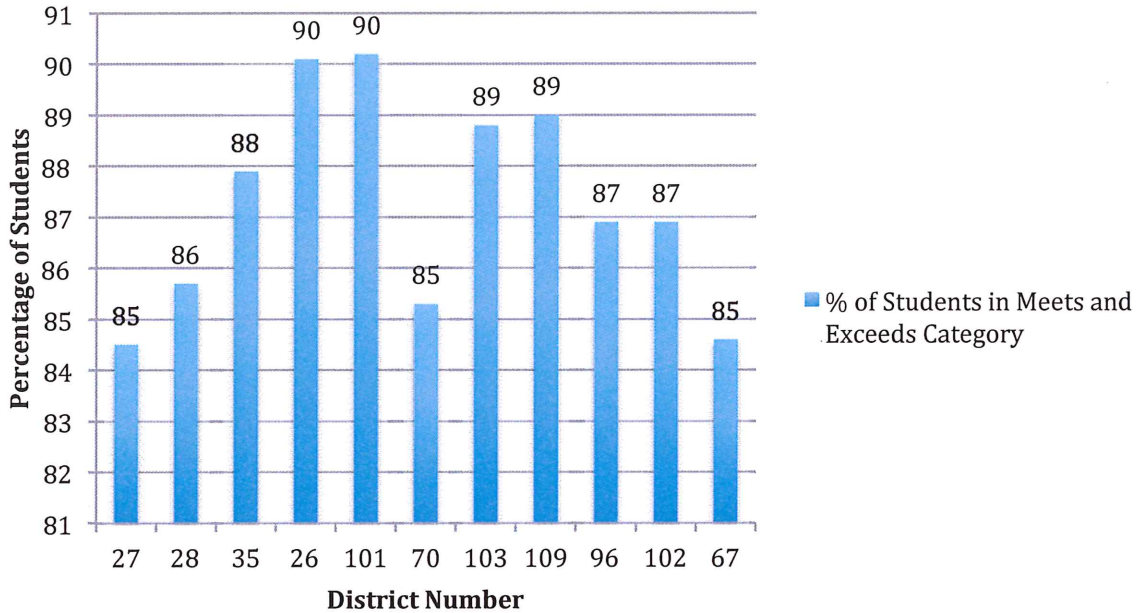
Fifth Grade 2014 Reading ISAT Results Meets & Exceeds Comparison Districts



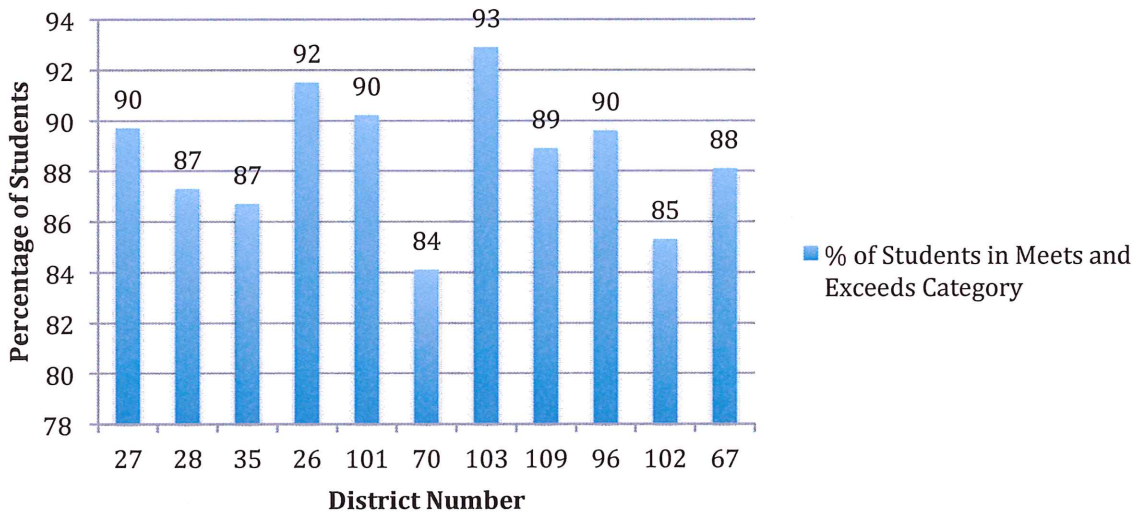
Fifth Grade 2014 Math ISAT Results Meets & Exceeds Comparison Districts



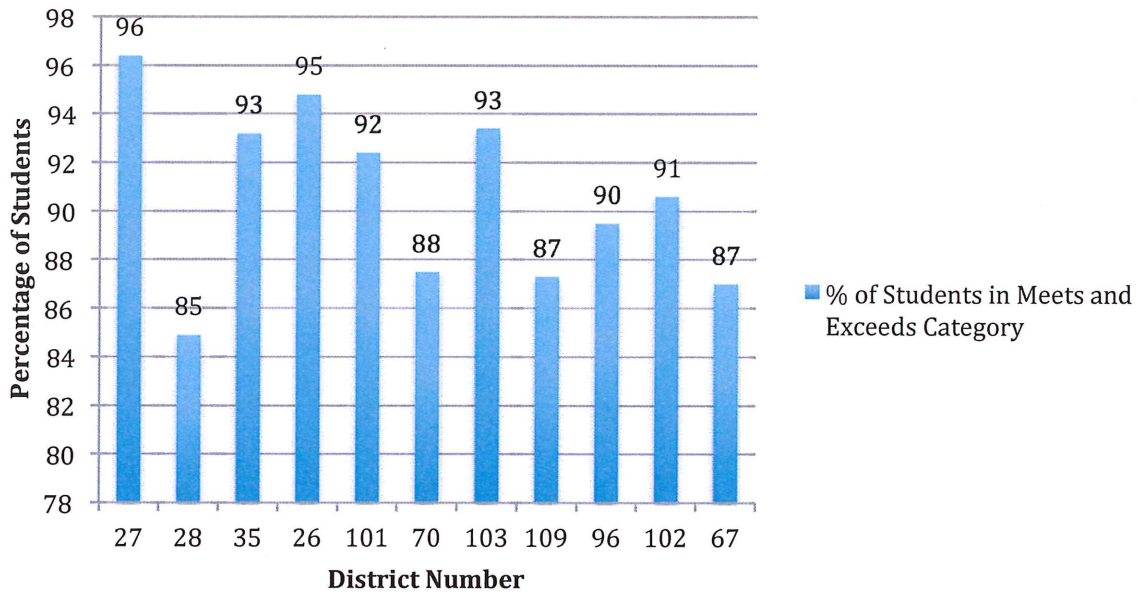
Sixth Grade 2014 Reading ISAT Results Meets & Exceeds Comparison Districts



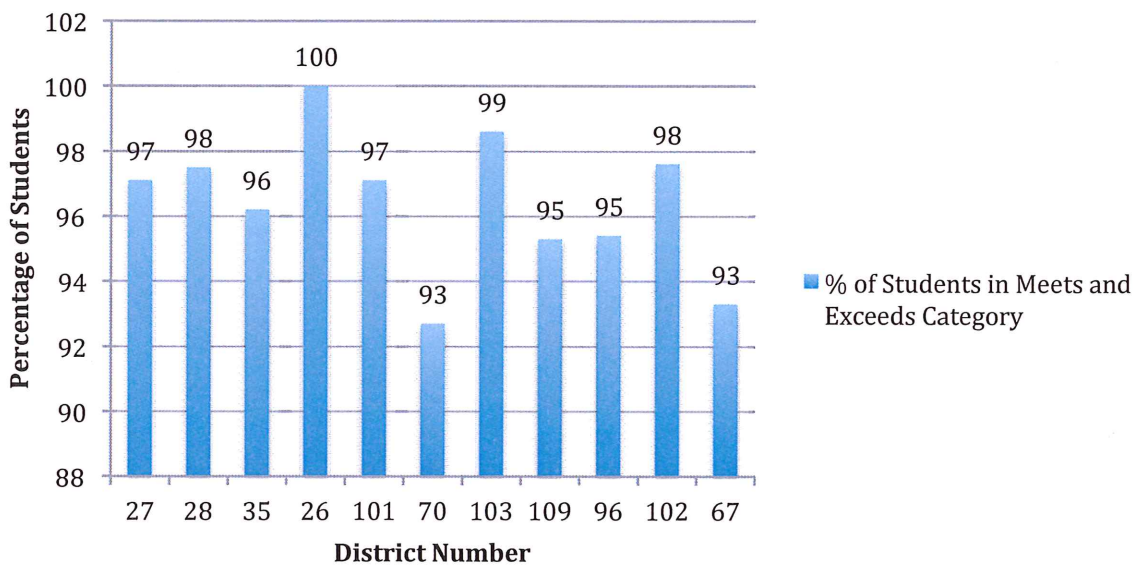
Sixth Grade 2014 Math ISAT Results Meets & Exceeds Comparison Districts



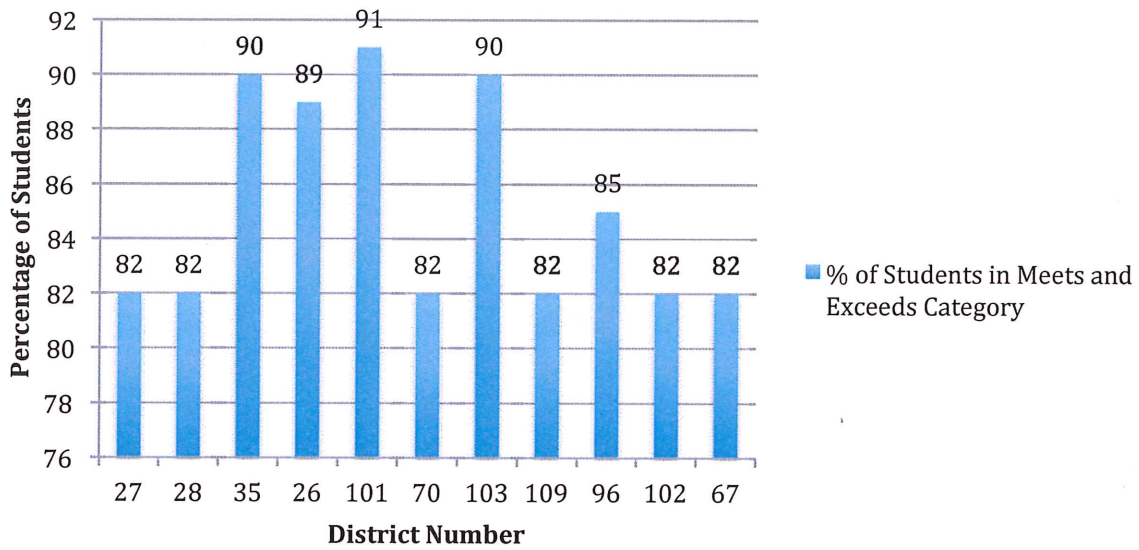
Seventh Grade 2014 Reading ISAT Results Meets & Exceeds Comparison Districts



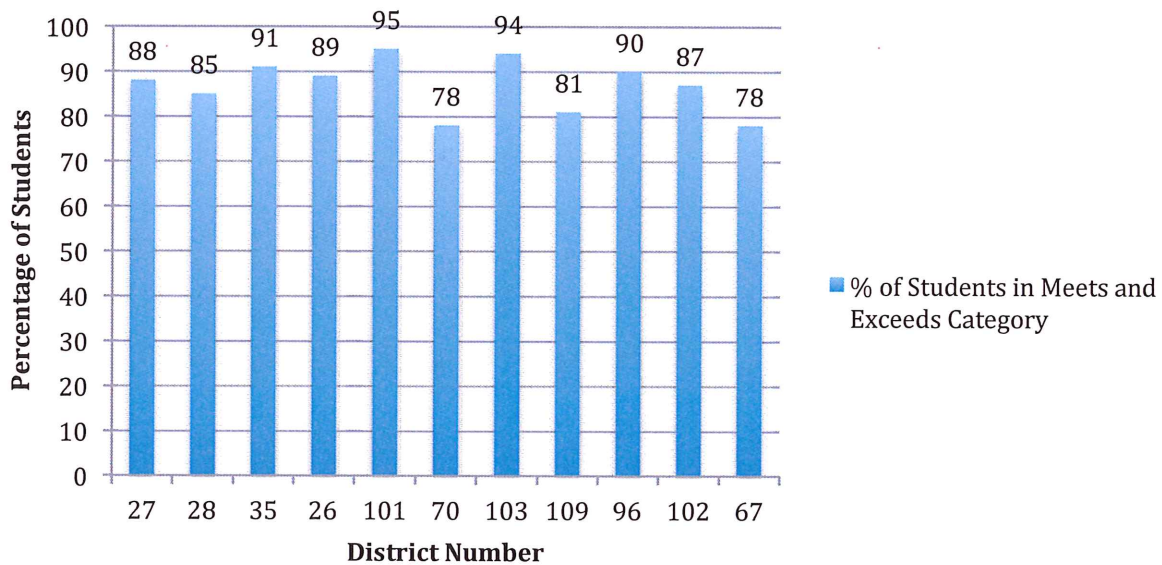
Seventh Grade 2014 Math ISAT Results Meets & Exceeds Comparison Districts



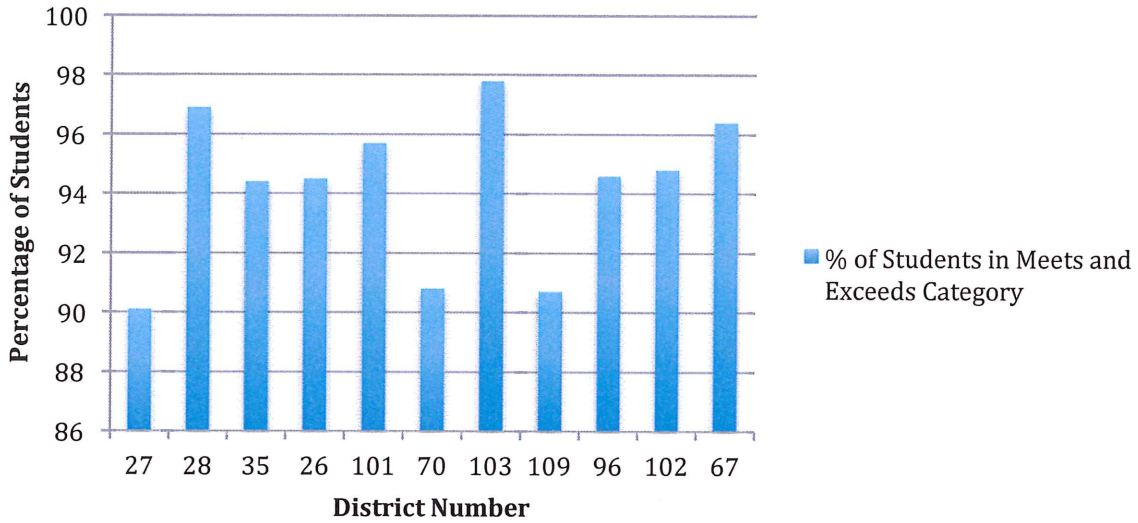
Eighth Grade 2014 Reading ISAT Results Meets & Exceeds Comparison Districts



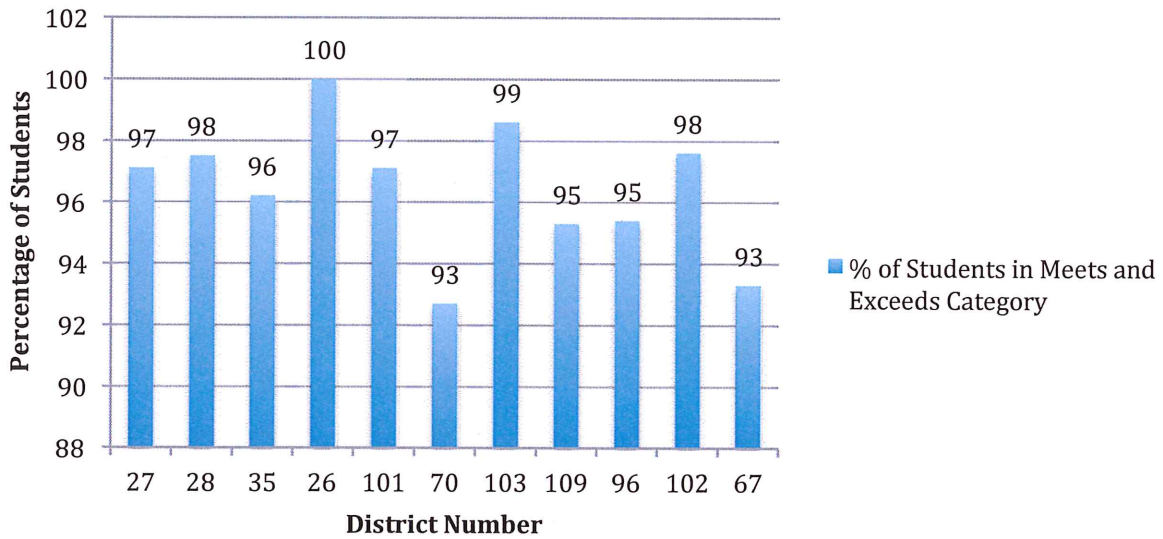
Eighth Grade 2014 Math ISAT Results Meets & Exceeds Comparison Districts



Fourth Grade 2014 Science ISAT Results Meets & Exceeds Comparison Districts



Seventh Grade 2014 Science ISAT Results Meets & Exceeds Comparison Districts





Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: November 25, 2014
Re: Special Education Cooperative – ELC – Articles of Joint Agreement – 2nd Reading

The draft Articles of Joint Agreement for the new special education cooperative, Exceptional Learners Collaborative, are included for your review for a second reading. Since the first reading, a few updates have been recommended and are included in the packet for your review. Each of the participating districts entering into the collaborative must approve the articles at a regular Board meeting for the collaborative to be created. The Articles of Joint Agreement will be presented for the Board for action at the December 16, 2014 Board meeting.

ARTICLES OF JOINT AGREEMENT FOR THE EXCEPTIONAL LEARNERS COLLABORATIVE

ARTICLE I – STRUCTURE

Section 1 - Name

The name of this organization shall be the Exceptional Learners Collaborative (“ELC”).

Section 2 - Legal Entity

ELC shall operate as a legal entity pursuant to Section 10-22.31 of the *School Code* (105 ILCS 5/10-22.31) or any successor statute.

Section 3 - Purpose

The purpose of ELC is to promote, operate, organize, coordinate, and supervise special education and other needed educational programs and/or services as authorized by the *School Code* and its Member School Districts.

ARTICLE II - MEMBERSHIP

Section 1 – Member Districts

The Member Districts of ELC are Kildeer-Countryside Community Consolidated School District No. 96, Lincolnshire-Prairie View School District No. 103 and Adlai E. Stevenson High School District No. 125.

Section 2- Admittance of Member Districts

A non-member public school district may petition ELC for membership. Such petition shall be submitted to the Executive Board of ELC in such form and substance as required by the Executive Board. A petition for admission may be approved if recommended for approval by each member of the Executive Board and upon unanimous affirmative vote of the membership of the Governing Board. The Governing Board may grant the petition for membership of a school district on such terms and conditions as it deems appropriate, but in all cases the school district petitioning for membership shall, at a minimum, provide a resolution adopted by the Board of Education stating the school district’s agreement to abide by these Articles of Joint Agreement and ELC’s policies and procedures.

Section 3 – Responsibilities of Member Districts

Member Districts shall have the following rights and responsibilities as members of ELC.

- A. Member Districts shall promptly and fully pay all fees and bills for services submitted to them by ELC.
- B. Each Member District shall appoint or provide one (1) Governing Board member as that procedure is set forth in Article III, Section 1. Each Member District Superintendent shall serve as an Executive Board Member.

C. Member Districts shall have the right to receive appropriate services, programs and administrative support from ELC consistent with these Articles of Joint Agreement and Governing Board policy.

D. Member Districts shall be responsible to provide a free, appropriate public education to all students with disabilities residing within their respective school districts, whether the special education services are provided by the Member District or ELC.

E. Each Member District shall assist the Governing Board in accomplishing the purposes set forth in these Joint Articles of Agreement. Further, Member Districts shall work collaboratively to provide for the needs of all special education students within the Member Districts.

F. Member Districts shall operate and maintain comprehensive special education programs, including services provided to students in general education classrooms and special education classrooms when the incidence of a student needs within a Member District supports the establishment of such services and/or programs.

G. Member Districts shall perform and provide such other services as determined by the Governing Board.

ARTICLE III – GOVERNANCE - GOVERNING BOARD

Section 1 - Members

The Governing Board shall consist of one Board of Education member from each Member District selected by the Member District's Board of Education. The term for the Board of Education member to serve as a Governing Board member is two years.

Section 2 - Alternates

In case of an absence of a selected Governing Board member, an alternate from the Member District's Board of Education, selected in accordance with such Board of Education's procedures, shall act as its Governing Board member during such absence.

Section 3 - Officers

A. The Governing Board shall have a President and Vice-President which the members of the Governing Board shall elect at its May meeting. The terms of the office of President and Vice President shall be two years (2) from the date of the election. In the event the office of the President becomes vacant during the year of office, or the President is not able to preside at a meeting, the Vice-President shall assume this office during the vacancy.

B. The Governing Board shall appoint a Secretary and Treasurer for a term of two years at the June meeting. The Secretary and Treasurer may be members of the ELC or Member District staff. The Secretary shall be responsible for the completion of the minutes of all Governing Board meetings and the distribution of the proposed minutes to the membership of the Governing

Board prior to the next meeting. In the absence of the Secretary, the Governing Board members present shall elect a *Pro Tem* Secretary.

Section 4 - Governing Board Responsibilities and Duties

The responsibility for the governance of ELC shall be vested in the Governing Board. The Governing Board has the following duties:

- A. To receive, review and approve or deny amendments to these Articles of Joint Agreement;
- B. To adopt an annual budget after a public hearing and after input and recommendation from the Executive Board (as defined in Article IV);
- C. To determine the nature and extent of services that ELC shall provide to its Member Districts after input and recommendation from the Executive Board;
- D. To determine the need for site acquisition, construction, and capital improvement, and to take 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 after input and recommendation from the Executive Board;
- E. To approve the expenditure of funds as provided in the adopted budget for the fiscal year;
- F. To incur debt as provided for under the *School Code*;
- G. To approve the employment of the Director of Special Education and other personnel after input and recommendation from the Executive Board;
- H. To approve the resignation and/or dismissal of any employee;
- I. To lease or purchase real estate for use by ELC after input of recommendation from the Executive Board, including, but not limited to, buildings, rooms, grounds, and appurtenances;
- J. To adopt an annual calendar of meetings which shall be held quarterly and to hold such meetings in accordance with the laws of the State of Illinois;
- K. To establish basic policies consistent with this Joint Articles of Agreement and the Illinois *School Code*;
- L. To approve contracts with service providers, labor unions, professional organizations, and or amendments thereto after input and recommendation from the Executive Board; and
- M. To execute or authorize to be done such other matters as may be necessary or appropriate for the operation of ELC as permitted by law.

Section 5 - Meetings

A. The Governing Board shall hold an organizational meeting each June. At the organizational meeting, the Governing Board shall establish the dates, times and places for regular meetings.

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. Each member of the Governing Board, or the alternate serving in his or her stead, shall have one (1) 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 herein.

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 these Articles of Joint Agreement and ELC policy.

ARTICLE IV - EXECUTIVE BOARD

The Executive Board shall consist of the Superintendent of Schools from each Member District. In addition to the matters set forth in these Joint Articles of Agreement requiring input and recommendation from the Executive Board, the Executive Board shall directly supervise and evaluate the Director of Special Education. The Director of Special Education shall also seek the input and direction from the Executive Board on matters pertaining to collective bargaining, acquisition of property and classroom space, the ELC budget, establishment of programs and services, and hiring, evaluation and termination of staff. The Executive Board shall search for and recommend to the Governing Board the Director of Special Education or any successor Director of Special Education.

ARTICLE V – THE DIRECTOR OF SPECIAL EDUCATION

Section 1 - Employment

ELC shall employ a Director of Special Education who shall be a State Approved Director of Special Education and shall hold the certifications and endorsements as required by the State of Illinois, or any other appropriate controlling authority.

Section 2 - Duties

The Director of Special Education shall be responsible for the daily administration and management of ELC in accordance with these Articles of Joint Agreement, Governing Board policies and procedures, and applicable law. The Director of Special Education shall report to the Executive Board. The Director of Special Education shall recommend to the Executive Board the hiring or dismissal of such administrative, supervisory and educational support personnel as the Director of Special Education deems appropriate. The Director of Special Education shall also seek the input and direction from the

Executive Board on matters pertaining to collective bargaining, acquisition of property and classroom space, the ELC budget, establishment of programs and services, and hiring, evaluation and termination of staff. The Director of Special Education shall also establish appropriate job duties and functions for said personnel and shall directly supervise or establish a designee that will supervise all ELC personnel. The Director of Special Education shall perform such other duties as are assigned by the Governing or Executive Board.

ARTICLE VI - CERTIFIED AND RELATED SERVICE STAFF

Section 1 - Employment of Personnel

ELC shall employ certified, related service and support personnel as recommended by the Executive Board and the Director of Special Education.

Section 2 - Dismissal of Personnel

Employees of ELC shall be dismissed in accordance with the provisions of the *School Code of Illinois* and Governing Board Policy and shall be carried out by the Governing Board upon recommendation by the Executive Board and the Director of Special Education.

ARTICLE VI - PROGRAMS AND SERVICES

Section 1 - Programs and Services

ELC programs and services are those programs and services that are operated and supervised by ELC and that provide special education programs and services to meet the needs of students with disabilities. ELC programs and services may include instructional, consultative, supervisory, administrative, diagnostic, related services (including transportation), and other such services that are operated and managed by ELC.

Programs and services that are provided to students of two (2) or more of the Member Districts may be supervised by ELC as determined appropriate by the Executive Board.

ELC programs and services may be provided in the following areas as determined by the Governing Board:

A. **Classroom Instruction:** ELC may establish special education classes designed to provide instructional services to meet the needs of Member District students with disabilities.

B. **Related Services:** ELC 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 students with disabilities as determined by the Executive Board.

C. **Supervision, Technical Assistance and Staff Development:** ELC may provide supervision, technical assistance and staff development services to Member Districts to support the appropriate delivery of special education services

to meet the needs of students with disabilities and to support Member Districts' compliance with the requirements of the *Individuals with Disabilities Education Act*, the *School Code* of Illinois, and any applicable successor legislation or implementing regulations.

D. **Full-Time Professional Worker:** Any full-time professional worker employed by ELC who spends over fifty percent (50%) of his or her time in one (1) school district shall not be required to work a different teaching schedule than the other professional worker in that school district. A professional worker is defined to be a "qualified worker" as described in §5/14-1.10 of the *School Code*.

E. **Transportation:** ELC may provide transportation for students as determine appropriate by the Executive Board.

Section 2 - Classroom Space for ELC Programs

Member Districts shall assist and support ELC programs by providing classroom space for ELC special education programs within their respective school buildings when space is available.

Section 3 - Director of Special Education Review of Special Education Programs

Upon request of the Member District's Superintendent, the Director of Special Education shall review Member District programs and services to provide guidance and consultation as to any suggested changes, modifications or improvements to the programs.

ARTICLE VII– FINANCE

Section 1 – Fiscal Year

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

Section 2 – Budget

A proposed annual budget shall be prepared by the Director of Special Education or his or her designee, for review and approval by the Executive Board and recommendation to and final action by the Governing Board. Each budget approved by the Governing Board shall delineate the costs that are to be allocated among the Member Districts and Non-Member Districts. Such costs shall be determined in accordance with this Section 2 and Governing Board policy.

A. "Fee for Service" Fees

A "Fee for Service" Fee shall be established by the Governing Board and assessed to Member Districts for services established annually by the Governing Board as recommended by the Director of Special Education and the Executive Board. The fees for such services shall be determined according to a formula or formulas established annually by the Governing Board as recommended by the Director of Special Education and the Executive Board. The menu of services will be provided to each Member District by January of each year.

B. Membership Fees

A "Membership Fee" is a fee charged to each Member District for its membership in ELC which shall include the cost of employment of the Director of Special Education and other administrative and support personnel and other expenses established by the Governing Board as recommended by the Executive Board. Each Member District's Membership Fee shall be equal to 1/3 of the Member District's IDEA Part B Flow Through Final Allocation as determined by The Illinois State Board of Education.

C. Program Tuition

"Program Tuition" is all costs associated with attendance and education of a student at an ELC 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 are not limited to some or all facilities costs as identified annually by the Governing Board in the budget: Examples of items that may be included in part or full are rental, utilities, custodial maintenance, supplies and services and property services. Instructional fees shall be assessed against Member Districts based upon a tuition amount for each full-time equivalent student attending an ELC program with such tuition amount stated in the annual budget as approved by the Governing Board.

D. Other Expenses

Any other expenses or costs of ELC that are not specifically set forth in this Joint Agreement may be assessed against any Member District as authorized by the Governing Board as recommended by the Executive Board.

Section 3 – Grants or Gifts

Grants or gifts may be accepted by ELC upon approval of the Governing Board.

Section 4 – Payments

ELC may bill Member Districts or Non-Member Districts at intervals deemed necessary by the Governing Board; however, ELC shall bill Member Districts at least two (2) times per year. All payments required to be paid to ELC 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.

ARTICLE VIII - TERMINATION OF MEMBERSHIP

Section 1 - Voluntary Withdrawal by Member District

1. **Notice of Withdrawal.** Any Member District may seek to withdraw from ELC by following the process provided for in Section 10-22.31 of the Illinois *School Code* (105 ILCS 5/10-22.31) or any successor legislation provided. Additionally, such withdrawing Member District must provide a written petition seeking withdrawal to the Executive Board, the Governing Board and the Director of Special Education stating its intent to withdraw at least two (2) full fiscal years prior to the effective date of withdrawal and within 30 days of approval of the withdrawal petition by the Member District Board of Education. All voluntary withdrawals shall become effective on July 1 unless otherwise approved by the Governing Board.

A. Procedures for Withdrawal:

1. Concurring Resolutions of Member Districts.

A Member District seeking to withdraw from ELC may present a written petition seeking to withdraw to the Governing Board, the Executive Board and the Director of Special Education. Such written petition shall be sent certified mail return receipt requested. The written petition to withdraw must be approved by resolution of the Board of Education of the Member District seeking to withdraw and must state the reasons and rationale for the proposed withdrawal and the proposed date for withdrawal. The Boards of Education of the remaining Member Districts must approve the withdrawal petition within six months of the date the written petition for withdrawal is presented to the Executive Board, the Governing Board and the Director of Special Education. If the Boards of Education of the remaining Member Districts approve the withdrawal petition by written resolution within such six month period, the petitioning Member District shall be withdrawn from ELC effective July 1 which is two years after the withdrawal petition was presented to the Executive Board, Governing Board and Director of Special Education (or another July 1 as stated in the withdrawal petition) and shall notify the State Board of Education of the approved withdrawal in writing. If the Boards of Education of the remaining Member Districts do not approve the withdrawal petition by written resolution within such six month period, the petition to withdraw cannot be approved by concurring resolution as provided in this paragraph.

2. Hearing Before Regional Board of School Trustees.

A petition for withdrawal may also be made to the Regional Board of School Trustees exercising oversight or governance over the Member Districts. The Member District seeking to withdraw must simultaneously present a copy of the written petition seeking to withdraw to the Executive Board, Governing Board and the Director of Special Education of ELC. Such written petition shall be sent certified mail return receipt requested. The Regional Board of School Trustees shall then hold a hearing on the petition for withdrawal in accordance with the *School Code*.

B. Continuing Services.

Member Districts which voluntarily withdraw from ELC may request continued participation in selected ELC programs or services after withdrawal. Such participation is subject to approval by the Governing Board as recommended by the Executive Board and the Director of Special Education.

Should the Governing Board allow a former Member District to participate in ELC programs or services, the Governing Board shall enter into a written agreement with the former Member District setting forth the mutually agreed upon terms and conditions of participation, including the fees for such continuing services.

Section 2 - Removal of Member District

Membership in ELC is conditional upon the Member Districts continued compliance with the terms of these Joint Articles of Agreement and ELC policies. If the Governing Board finds that a Member District has failed to comply with these Articles of Joint Agreement or ELC policies after input and recommendation from the Executive Board, the Governing Board may put said Member District on written notice for such failure. If, after one (1) year from the date of the written notice to the Member District, the Member District has not remediated the failure as determined by the Governing Board, the Governing Board may remove such Member District pursuant to the following procedure:

A. Notice. Upon approval of a majority of the Executive Board and Governing Board, the Director of Special Education shall send a written notice to the Board of Education of the Member District in question, specifying in detail the items which the Governing Board deems sufficient cause to justify removal of the Member District from ELC.

B. Hearing. Should the Member District fail to take the remedial action required in the aforementioned notice to the satisfaction of the Executive Board and Governing Board, 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 action. At least thirty (30) days prior written notice of the time and place of such hearing shall be given to the Member District in question by certified mail addressed to the Superintendent of said Member District. The Member District in question shall be permitted to appear and to submit reasons why it should not be removed from membership.

C. Action. A unanimous vote of the Governing Board members, excluding the representative from the Member District subject to the removal proceeding, shall be required to terminate the membership of a Member District in ELC. Removal from membership shall not relieve the Member District of the obligations incurred during its membership in ELC 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 District withdraws or is removed from ELC, such Member District shall forfeit any claim or right it may have to any ELC assets. Such withdrawn or removed Member District, however, shall continue to be liable for all costs, expenses and liabilities accrued by ELC on or before the effective date of withdrawal and shall continue to pay such costs, expenses and liabilities until they are paid in full. Costs, expenses and liabilities of ELC shall include, but not be limited to, costs; expenses; any form of debt, bonded indebtedness or notes; Life Safety work approved by the Executive Board and/or Governing Board prior to the effective date of withdrawal; any retirement incentives/enhancement payments and multi-year contract obligations for ELC employees or other costs related to retiring staff who are approved for such retirement incentives/enhancements or benefits prior to the effective date of withdrawal, including any employer contributions to the Illinois Teacher Retirement System or Illinois Municipal Retirement Fund; any costs associated with claims, litigation, lawsuits, administrative proceedings, grievances/arbitrations, workers' compensation claims and/or unemployment claims which accrue prior to the effective date of withdrawal; any liabilities as provided by law or any other financial or other liability incurred by ELC pursuant to its approved budget. Unless otherwise specifically provided, the withdrawing or removed district's share of the costs, expenses or liabilities shall be equal to the withdrawing or removed district's share of the Membership Fees as of the date the written petition for withdrawal is submitted to the Executive Board, the Governing Board and the Director of Special Education. The withdrawing district shall also be responsible for all costs associated with the withdrawal proceedings described above, including ELC's attorney's fees, any auditor or accounting fees incurred by ELC related to the withdrawal and costs related to the hearing before the Regional Board of School Trustees, including court reporter and other fees assessed by the Regional Board of School Trustees.

ARTICLE IX – AMENDMENTS

Any Member District may submit to the Executive Board a written proposed amendment to these Articles of Joint Agreement. If approved by the Executive Board, the proposed amendment to these Articles of Agreement shall be presented to the Governing Board. The Governing Board shall consider the proposed amendment at two (2) meetings and a final consideration for approval shall occur after two (2) readings by the Governing Board. If approved by the Governing Board, the Governing Board shall submit the proposed amendment in sufficient copies to each Member District Board of Education for ratification by certified mail. To become effective, an amendment must be approved by at least three-fourths (3/4) of the Member District Boards of Education within ninety (90) days of the date on which the proposed amendment was mailed to each Member District.

The effective date of said amendment, unless otherwise stated therein, shall be the date of ratification of the last Member District Board of Education acting to approve the amendment.

ARTICLE X - SERVICES TO NON MEMBER DISTRICT STUDENTS

ELC may provide programs or services to non-Member District children. The Director of Special Education shall have the authority to enroll such student(s), to arrange for the placement of such student(s) and to negotiate any necessary agreements and financial

arrangements between the resident school district of the student and ELC subject to review and approval of the Executive Board.

ARTICLE XI – DISSOLUTION

Section 1 - Dissolution

Dissolution of ELC may be recommended by the Executive Board to the Governing Board. Dissolution may occur if approved by the affirmative vote of two-thirds (2/3) of the entire membership of the Governing Board, in the following manner:

- A. Any Member District may submit a Resolution for Dissolution with the Board proposing that ELC be dissolved voluntarily. If approved by the Executive Board, 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.
- B. Written notice stating that the purpose, or one of the purposes, of the meeting is to consider the voluntary dissolution of ELC shall be given to each member of the Governing Board within the time and in the manner provided in these Articles of Joint Agreement for giving notice of meetings of the Governing Board.
- C. Such Resolution for Dissolution shall be filed at least two (2) years prior to the requested effective date of the dissolution.

Section 2 - Effect of Dissolution

Upon dissolution ELC 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 of its assets as provided in Section 3 hereof;
- C. Discharging or making provision for discharging of its liabilities and obligations;
- D. Causing the honorable dismissal or otherwise terminating the employees of ELC;
and
- E. Taking such other actions as may be necessary to wind up the affairs of ELC.

Section 3 – Distribution of Assets

Once ELC has accounted for all of its assets and liabilities, any remaining assets after such accounting shall be distributed to each Member District, at the time of dissolution, on an equal basis.

ARTICLE XII - SAVINGS CLAUSE

In the event that any section or part of these Articles of Joint Agreement violate any applicable statute or regulation, such section or part of the Articles of Joint Agreement shall be null and void and shall not be binding. To the extent that the purpose of and the ability to operate ELC

remains unaltered, such partial invalidation of any part of this Joint Agreement shall not in any way affect the validity of the remainder of these Articles of Joint Agreement.

**BOARD OF EDUCATION OF ADLAI E. STEVENSON SCHOOL
DISTRICT NO. 125**

By: _____
Mr. Bruce Lubin, President

Attest: _____
Secretary

Date: _____

**BOARD OF EDUCATION OF KILDEER COUNTRYSIDE COMMUNITY
CONSOLIDATED SCHOOL DISTRICT NO. 96**

By: _____
Mr. Marc Tepper, President

Attest: _____
Secretary

Date: _____

**BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIE VIEW
SCHOOL DISTRICT NO. 103**

By: _____
Mr. Gary Gordon, President

Attest: _____
Secretary

Date: _____