INTERGOVERNMENTAL COOPERATIVE AGREEMENT

WHEREAS, the Intergovernmental Cooperative Agreement entered into on October 1, 1988 (the "1988 Agreement") established the intergovernmental cooperative known originally as the South Cook Organization for Public Education and now known as the South Cooperative Organization for Public Education ("SCOPE"); and

WHEREAS, the 1988 Agreement was amended in 2014 to incorporate various changes, including revisions allowing for amendments to the Agreement when approved by a majority vote of the full membership of the SCOPE Council; and

WHEREAS, the parties to this Agreement include school districts, an intermediate service center, and special education cooperatives (collectively, "the Districts"); and

WHEREAS, the SCOPE Council has determined that it is in the member Districts' individual and collective best interests as well as the public interest to further revise the Agreement by entering into this amended Intergovernmental Cooperative Agreement ("this Agreement");

NOW, THEREFORE, the SCOPE Council agrees to the following amended Intergovernmental Cooperative Agreement:

Section 1. Name of Organization. The South Cooperative Organization for Public Education ("SCOPE") is hereby established for the purposes set forth in Section 2.

Section 2. Purposes of SCOPE. The purposes of SCOPE shall be as follows:

a. Provide information to the Districts and their administrators about current developments in regulatory, legislative and judicial matters.

b. Research and develop proposals on regulatory and legislative matters affecting the Districts.

c. Advocate positions to state legislators, the Governor and the Illinois State Board of Education which advance the best interests of the Districts.

d. Enable participation in the state legislative and regulatory process by the constituents of the Districts.

Section 3. Membership. Membership in SCOPE shall consist of the parties to this Agreement (listed in Appendix A) and all other districts that make application to the Executive Committee and are approved by majority vote of the SCOPE Council. Membership shall continue until withdrawal or expulsion in accordance with Section 10 of this Agreement.

Section 4. Executive Committee. SCOPE shall be governed by an Executive Committee, composed of five regular members, including two SCOPE Co-Chairs, a representative of a member elementary school district, a representative of a member high school district, and a representative of a special education cooperative. The regular members of the Executive Committee shall be elected for two-year staggered terms at the annual meeting of the SCOPE Council. One of the Co-Chairs shall be a board of education member of a member school district and the other shall be a superintendent of another member school district. At least one, but not more than two, of the three remaining members of the Executive Committee shall be a superintendent, or superintendent's designee, of a member school district. The other members shall be board of education members of the Districts. The immediate past Co-Chair, the Executive Director and/or Director of the consulting firm contracted by SCOPE, and the Superintendent of the Administrative District (or the Superintendent's designee) shall serve as ex officio (non-voting) members of the Executive Committee. The Executive Director or Director of the consulting firm contracted by SCOPE shall

serve as secretary of both the Executive Committee and the SCOPE Council. Meetings of the Executive Committee may be called by any of the five regular members with at least 24 hours advance written notice delivered by regular mail, e-mail, personal service or facsimile, or in emergencies upon the consent of all Executive Committee Members. A quorum shall consist of three members. A quorum being present, the affirmative vote of a majority of the members present shall be sufficient to approve any action.

The powers and duties of the Executive Committee shall include: (1) receipt and review of financial reports; (2) preparation of an annual budget; (3) contracting with a consulting firm to provide services consistent with SCOPE's purposes; (4) recommendation of SCOPE Council meeting dates and setting agendas for SCOPE Council meetings; (5) appointment of committee chairs and members of *ad hoc* committees; (6) recommendation of special activities; (7) administration of general SCOPE activities; (8) determination of membership procedures and rules on membership applications; and (9) development, revision, amendment and administration of the rules and policies of SCOPE.

Section 5. SCOPE Council. Each of the Districts shall select a voting representative to the SCOPE Council. Each of the Districts shall be entitled to one vote on issues before the Council through its representative. Other individuals from the Districts are encouraged to attend SCOPE Council meetings.

The major responsibility of the Council shall be the establishment of SCOPE legislative policy positions. Recommendations for legislative policy positions shall be sent in advance of Council meetings so the voting representatives can make informed decisions on such recommendations. In addition, the Council shall: (1) receive and take action on minutes, reports and recommendations from committees; (2) recommend items for study and action; (3) adopt the

annual dues and budget; (4) act on membership recommendations; (5) act on recommendation from the Executive Director and/or from the Executive Committee; (6) elect officers and the Executive Committee; and (7) carry out all other activities as consistent with SCOPE's purposes. The Council shall have at least seven regular meetings during the school term on dates, times and at places set by the Executive Committee. One of such meetings shall be held in May of each school year, at which the Council's annual meeting shall be conducted. Written notice shall be given to each of the Districts of the schedule of regular meetings.

Special meetings of the Council may be called by the Executive Committee or any five of the Districts upon at least seven days advance written notice to the Superintendent or Executive Director of each member District by mail, e-mail, personal delivery or facsimile. An agenda for special meetings must be included in the notice and no action may be taken on any item not on the agenda.

A quorum at any regular or special meeting shall consist of a majority of the representatives of the Districts. A quorum being present, the affirmative vote of a majority of the representatives present shall be sufficient to approve any action (unless otherwise specifically stated herein). A roll call vote shall be used whenever requested by a District's voting representative.

Section 6. Administrative District as Legal and Fiscal Agent. Upon the recommendation of the Executive Committee, the SCOPE Council shall select one of the Districts to administer SCOPE's fiscal affairs (the "Administrative District"). The Administrative District shall be reimbursed for all services and facilities provided to SCOPE at a rate to be agreed upon by the Executive Committee and the Administrative District. The Administrative District shall collect and disburse all funds on behalf of SCOPE, according to its usual and customary accounting practices.

Section 7. Consulting Firm. The Executive Committee shall contract with a consulting firm to provide services consistent with SCOPE's purposes. The Executive Director and/or Director of the consulting firm shall report to the Executive Committee and carry out all duties and responsibilities as directed by SCOPE policy and by the Executive Committee.

Section 8. Standing Committees and *Ad Hoc* Committees. The standing committees which shall meet on a regular basis to establish educational and legislative priorities and activities for the year shall include: (1) legislation and (2) finance. The chairs of such standing committees shall be appointed each year by the SCOPE Co-Chairs with the advice and consent of the Executive Committee. Membership on any committee shall be open to any representative or designee of a District. *Ad hoc* committees shall be established by the Executive Committee, with appointments by the Co-Chairs upon the advice and consent of the Executive Committee. The charge of the legislation and finance committees shall be set forth in the rules and policies of the Executive Committee. To the extent reasonably possible, all SCOPE committees shall have representation from a cross section of SCOPE members.

Section 9. Dues and Billing Procedures. Dues shall be assessed on an annual basis in the amounts set forth by the Council. Districts shall be billed at the beginning of each fiscal year with payment due on or before the last business day of September.

Section 10. Withdrawal, Expulsion and Dissolution. Any District may withdraw from SCOPE upon at least thirty days advance written notice to the Executive Director or Director of the consulting firm contracted by SCOPE, but dues already paid will not be refunded. Any District may be expelled without refund of dues already paid upon recommendation of the Executive Committee and a majority vote of the full membership of the Council, provided at least 30 days advance written notice to the member is given, including the reasons for the Executive

Committee's recommendation. This Agreement may be terminated, and SCOPE dissolved, upon the majority vote of the full membership of the SCOPE Council, provided at least thirty days advance written notice of such proposed action is given by certified mail, return receipt requested, to all the Districts. In the event of dissolution, the assets of SCOPE shall be distributed in equal shares to the Districts participating in this Agreement at the time of dissolution.

Section 11. Amendments to Intergovernmental Agreement. Amendments to this Agreement may be made by a majority vote of the full membership of the Council at a meeting called for such purpose with written notice of the meeting and the proposed amendments given to each member District in accordance with the notice requirements of Section 5 above.

Section 12. Effective Date. This Agreement shall be deemed dated and become effective when approved pursuant to Section 11.

Adopted: October 1, 1988
Amended: [Date?], 2014
Amended: _____

APPENDIX A – Member Districts

Wiilow Springs District 108
Indian Springs School District 109
Central Stickney District 110
Lemont District 113a
North Palos District 117
Palos Park Community District 118
Ridgeland District 122
Oak Lawn - Hometown District 123
Evergreen Park District 124
Alsip - Hazelgreen - Oak Lawn 126
Worth District 127
Chicago Ridge District 127.5
Palos Height District 128
Blue Island - Crestwood District 130
Patton District 133
Orland Park District 135
Forest Ridge District 142
Midlothian District 143
Prairie Hill School District 144
Arbor Park District 145
Community Consolidated District 146
West Harvey Dixmoor 147
Dolton Riverdale District 148
South Holland District 151
Harvey District 152
Hazel Crest District 152.5
Homewood District 153
Burnham 154.5
Calumet City District 155
Lincoln District 156
Hoover Schrumm 157
Lansing District 158
Matteson-Richton Park District 159
Flossmoor District 161
Matteson District 162
Park Forest District 163
Brookwood District 167
Community Consolidated 168
Ford Heights District 169
Chicago Heights District 170
Sunnybrook District 171
Sandridge 172
Steger 194
Minooka 201
Thornton Township HS 205

Bloom High School District 206
Lemont Township HS 210
Lincoln-Way High School W210
Argo Community High School 217
Community High School 218
Reavis High School 220
Bremen Community HS 228
Oak Lawn Community HS 229
Consolidated High School 230
Evergreen Park High School 231
Homewood Flossmoor 233
AERO Special Education Cooperative
ECHO Special Education Cooperative
Eisenhower Cooperative for Special Education
SPEED Special Education Cooperative
SWCCCASE Special Education Cooperative
South Cook Intermediate Service Center