

**AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE ESTABLISHMENT AND ADMINISTRATION
OF THE LEGISLATIVE EDUCATION NETWORK
OF DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act encourage cooperation between school districts on matters of mutual concern; and

WHEREAS, the public school districts of DuPage County, Illinois share mutual concerns regarding the development, review and application of Illinois law affecting the education of children from early childhood through high school; and

WHEREAS, the public school districts of DuPage County, Illinois share mutual concerns regarding the regulatory actions of the Illinois State Board of Education with respect to the education of children from early childhood through high school; and

WHEREAS, the public school districts of DuPage County, Illinois have determined that it is in their best interests to work together to monitor and share information about the activities of the Illinois General Assembly, the Governor and the State Board of Education with respect to the education of children from early childhood through high school and to convey to such entities the needs and opinions of such public school districts and their constituents; and

WHEREAS, the foregoing purposes can and have been effectively accomplished by this Intergovernmental Agreement, which establishes and provides for the administration of the Legislative Education Network of DuPage County;

NOW, THEREFORE, the Boards of Education of the public school districts who are signatories to this Agreement ("member school districts" or the "Boards") agree as follows:

Section 1. Name of Organization. The Legislative Education Network of DuPage County, Illinois ("LEND") has heretofore been established for the purposes set forth in the preambles to this Agreement and in Section II below.

Section 2. Purposes of LEND. The purposes of LEND shall be those set forth in the preambles to this Agreement and to:

- a. Provide information to LEND members and their administrators about current developments in regulatory, legislative and judicial matters.
- b. Research and develop proposals on regulatory and legislative matters affecting LEND members.
- c. Advocate positions to state legislators, the Governor and the Illinois State Board of Education which advance the best interests of LEND members.
- d. Enable participation in the state legislative and regulatory process by the constituents of the LEND members.

Section 3. Membership. Membership in LEND shall consist of the parties to this Agreement and all other DuPage County public school districts who make application to the Executive Committee and are approved by majority vote of the LEND Council. Membership shall continue until withdrawal or expulsion in accordance with Section 10 of this Agreement.

Section 4. Executive Committee. LEND shall be governed by a seven-member Executive Committee, composed of the LEND Co-Chairs and representatives of a member unit school district, a member elementary school district and a member high school district. The members of the Executive Committee shall be elected for two-year staggered terms at the annual meeting of the LEND 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. The other members shall be board of education members, superintendents or business managers of member school districts. The Executive Director of LEND shall serve as an *ex officio* member of the Executive Committee. The Executive Director of LEND shall serve as secretary of both the Executive Committee and the LEND Council. Meetings of the Executive Committee may be called by any of the seven 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 Board Members. A quorum shall consist of four 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, including an annual audit; (2) preparation of annual budgets; (3) employment and evaluation of the Executive Director and any other LEND employees; (4) determination of employee conditions of employment and compensation within budget parameters; (5) recommendation of LEND Council meeting dates and setting agendas for LEND Council meetings; (6) appointment of members of *ad hoc* committees; (7) recommendation of special activities; (8) administration of general LEND activities; (9) determination of membership procedures and rules on membership applications; and (10) development, revision, amendment and administration of the rules and policies of LEND.

Section 5. LEND Council. Each member school district shall select a voting representative to the LEND Council. Each member school district shall be entitled to one vote on issues before the Council through its representative. Other individuals from member school districts are encouraged to attend LEND Council meetings.

The major responsibility of the Council shall be the establishment of LEND 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 recommendations 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 LEND's purposes.

The Council shall have at least eight regular meetings approximately monthly during the school term on dates, times and at places set by the Executive Committee. One of such meetings shall be held in April of each school year, at which the Council's annual meeting shall be conducted. At least thirty days written notice shall be given to each member school district of the schedule of regular meetings.

Special meetings of the Council may be called by the Executive Committee or any five member school districts upon at least seven days advance written notice to the superintendent of each member school 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 member school districts. A quorum being present, the affirmative vote of a majority of the representatives present shall be sufficient to approve any action. A roll call vote shall be used whenever requested by a member school district's voting representative.

Section 6. Executive Director. The Executive Committee shall recommend the appointment of an Executive Director, which shall then be presented to the LEND Council for approval. The Executive Director shall report to the Executive Committee and carry out all duties and responsibilities as directed by LEND policy and by the Executive Committee. The Executive Director will have charge of all LEND's administrative functions and LEND's employees and contractors, if any. The Executive Director will be responsible for executing the decisions of the Executive Committee and the LEND Council and for fulfilling the job description approved by the Executive Committee.

Section 7. Ad Hoc Committees. *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. Membership shall be open to any representative or designee of a LEND member school district.

To the extent reasonably possible, all LEND committees shall have representation from a cross section of LEND members.

Section 8. Dues and Billing Procedures. Dues shall be assessed on an annual basis in the amounts set forth by the Council. Members shall be billed at the beginning of each fiscal year with payment due by August 1.

Section 9. Withdrawal, Expulsion and Dissolution. Any member school district may withdraw from LEND upon at least thirty days advance written notice to the Secretary/Executive Director, but dues already paid will not be refunded. Any member 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 LEND dissolved, upon the majority vote of the full membership of the LEND Council, provided at least thirty days advance written notice of such proposed action is given by certified mail, return receipt requested, to all member school districts. In the event of dissolution, the assets of LEND shall be distributed in equal shares to the member school districts at the time of dissolution.

Section 10. 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 school district in accordance with the notice requirements of Section 5 above.

Section 11. Effective Date. This Agreement has an Effective Date of _____, _____. This Agreement may be signed in counter-parts.

Signature Page to the Amended Intergovernmental Agreement for the Establishment and Administration of the Legislative Education Network of DuPage County, Illinois

BENSENVILLE S.D. #2

By: _____

Its: Superintendent

WOOD DALE S.D. #7

By: _____

Its: Superintendent

ROSELLE S.D. #12

By: _____

Its: Superintendent

MARQUARDT S.D. #15

By: _____

Its: Superintendent

KEENEYVILLE S.D. #20

By: _____

Its: Superintendent

WEST CHICAGO ELEM. S.D. #33

By: _____

Its: Superintendent

GLEN ELLYN S.D. #41

By: _____

Its: Superintendent

ADDISON S.D. #4

By: _____

Its: Superintendent

MEDINAH ELEMENTARY S.D. #11

By: _____

Its: Superintendent

BLOOMINGDALE S.D. #13

By: _____

Its: Superintendent

QUEEN BEE S.D. #16

By: _____

Its: Superintendent

BENJAMIN S.D. #25

By: _____

Its: Superintendent

WINFIELD S.D. #34

By: _____

Its: Superintendent

LOMBARD ELEMENTARY S.D. #44

By: _____

Its: Superintendent

VILLA PARK S.D. #45

By: _____

Its: Superintendent

BUTLER S.D. #53

By: _____

Its: Superintendent

MAERCKER S.D. #60

By: _____

Its: Superintendent

CASS S.D. #63

By: _____

Its: Superintendent

WOODRIDGE S.D. #68

By: _____

Its: Superintendent

GLENBARD TOWNSHIP H.S.D. #87

By: _____

Its: Superintendent

C.C.S.D. #89

By: _____

Its: Superintendent

C.H.S.D #94

By: _____

Its: Superintendent

SALT CREEK S.D. #48

By: _____

Its: Superintendent

DOWNERS GROVE S.D. #58

By: _____

Its: Superintendent

DARIEN PUBLIC SCHOOLS DIST. #61

By: _____

Its: Superintendent

CENTER CASS S.D. #66

By: _____

Its: Superintendent

HINSDALE TOWNSHIP H.S.D. #86

By: _____

Its: Superintendent

DUPAGE H.S.D. #88

By: _____

Its: Superintendent

C.C.S.D. #93

By: _____

Its: Superintendent

C.H.S.D. #99

By: _____

Its: Superintendent

FENTON C.H.S.D. #100

By: _____

Its: Superintendent

C.C.S.D. #180

By: _____

Its: Superintendent

C.U.S.D. #201

By: _____

Its: Superintendent

NAPERVILLE C.U.S.D. #203

By: _____

Its: Superintendent

ELMHURST C.U.S.D. #205

By: _____

Its: Superintendent

LAKE PARK H.S.D. #108

By: _____

Its: Superintendent

C.C.S.D. #181

By: _____

Its: Superintendent

LISLE C.U.S.D. #202

By: _____

Its: Superintendent

INDIAN PRAIRIE S.D. #204

By: _____

Its: Superintendent