

**ARTICLES OF AGREEMENT  
WOODFORD COUNTY SPECIAL EDUCATION ASSOCIATION**

**ARTICLE I – NAME**

The name of the joint agreement shall be the Woodford County Special Education Association.

Established: December 17, 1975  
Reviewed: February 13, 1987  
February 14, 2008  
October 14, 2010  
August 14, 2014  
June 11, 2015  
March 14, 2019

**ARTICLE II – PURPOSE**

The purpose of these Articles of Agreement is to create a joint agreement of school districts to establish special education programs and services for the children with disabilities of all member districts in accordance with policies established by the Board of Directors, State and Federal statutes and regulations, and all rules and regulations of the Illinois State Board of Education.

Established: December 17, 1975  
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**ARTICLE III – MEMBERSHIP**

**Section A**

Membership in this joint agreement shall include the following school districts:

Metamora Grade School District #1  
Riverview Grade School District #2  
Fieldcrest District #6  
Lowpoint Washburn School District #21  
Roanoke Benson School District #60  
Germantown Hills School District #69  
Metamora High School District #122  
Congerville Goodfield Eureka District #140

## **Section B – New Membership**

Membership to school districts joining this Association after July 1, 1976 shall be granted by a two-thirds (2/3) vote of the Special Education Executive Committee and by meeting such conditions as established by said committee. New members shall begin membership at the start of the first fiscal year following the approval of membership.

## **Section C – Withdrawal**

Membership in the Association shall be continuous. A member district may withdraw from the Association in accordance and compliance with all relevant state statutory provisions and rules and regulations of the Illinois State Board of Education.

Procedures. Voluntary withdrawal of a Member District from the Association shall comply with the procedures set forth in Section 10-22.31 of the School Code (105 ILCS 5/10-22.31) as amended, or any successor legislation and any state rules and regulations governing the same. Such withdrawal shall be effective as provided by said statute and regulations. Consistent with law, a Member District may seek to withdraw from the Association either by filing a Petition for Withdrawal with the appropriate Regional Board(s) of School Trustees (or successor body as provided by law) or by filing a Petition to Withdraw with the other Association Member Districts.

Advance Notification. In either event, a Member District seeking to voluntarily withdraw from the Association shall have its Board of Education adopt a resolution in support of such voluntary withdrawal and must provide said resolution to the Executive Committee by March 1st of the year preceding the requested effective date of withdrawal. Said resolution shall state the reasons for the proposed withdrawal as well as the proposed effective date of withdrawal, which in no event shall be less than sixteen (16) months from the date the resolution is submitted to the Executive Committee. The Executive Committee shall provide such resolution to the Regional Superintendent of the appropriate Regional Office(s) of Education (or successor body as provided by law) and to each Member District's Superintendent and President of the Board of Education.

Consensual Withdrawal. A Member District may file a Petition for Withdrawal with the other Association Member Districts no less than sixteen (16) months prior to the proposed effective date of withdrawal. Such Petition shall, at a minimum, specify the basis for the proposed withdrawal, the proposed effective date of withdrawal, and such other information as the petitioning Member District wishes to provide. The Member District Boards of Education shall consider said Petition and take such action regarding the Petition as they consider appropriate. Any Board of Education may request additional information from the Member District petitioning for withdrawal (the "Petitioning District"), and the Petitioning District shall comply with all reasonable requests for information and documents. Member Districts' Boards of Education shall consider the Petition and, if they vote to approve the Petition, shall do so by written resolution. Such resolution shall be forwarded to the Executive Director and all Member

Districts. If a Petition for Withdrawal is approved by all Member Districts, the Petitioning District shall be withdrawn from the Association effective the succeeding July 1st. The Petitioning District shall notify the Illinois State Board of Education in writing of the withdrawal upon approval by all Member District Boards of Education.

Non-Consensual Withdrawal. A Member District not wishing to utilize the consensual process provided above, or whose Petition was not approved, may adopt a resolution and file a Petition for Withdrawal with the appropriate Regional Board(s) of School Trustees (or successor body as provided by law). Said Petition shall be simultaneously submitted to the Executive Director, who shall provide a copy to all Member District Superintendents. The Executive Director and Executive Committee shall review said Petition and recommend to the Executive Committee the content and manner of response on behalf of the Association. The Executive Committee shall make final determinations regarding the Association's response to a Petition for Withdrawal filed with the Regional Board(s) of School Trustees.

In the event of withdrawal of any member district from the Association, said district shall make payment of outstanding obligations to the joint agreement for the school year in progress. In the event of withdrawal of a member district, its share of equipment and property owned by the Special Education Association will be determined by the Special Education Executive Committee and credited to the liability of that district according to its contribution toward the purchases of group owned equipment and property, taking into account depreciation of said equipment and property.

Established: December 17, 1975  
Reviewed: February 13, 1987  
October 14, 2010  
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June 11, 2015  
March 14, 2019  
Revised: February 14, 2008  
October 14, 2010

## **ARTICLE IV – ORGANIZATION**

### **Section A – Executive Committee**

The Governing Board shall appoint an Executive Committee, which shall direct the daily operations of the Association in accordance with the terms of these Articles and such instructions and requirements as the Governing Board may from time to time enact. The Executive Committee shall consist of the Superintendents of each member district. A Chairperson shall be elected by the Executive Committee.

Established: December 17, 1975  
Reviewed: February 13, 1987  
October 14, 2010  
August 14, 2014  
June 11, 2015

Revised: February 14, 2008  
October 14, 2010  
March 14, 2019

### **Section B – Meetings**

The Executive Committee will meet at least once per month at the office of the Director of Special Education. The regular meetings of the Executive Committee shall be held on the second Thursday of each month unless the Executive Committee determines otherwise and notifies the public of the change.

Established: February 13, 1987  
Reviewed: August 14, 2014  
June 11, 2015  
March 14, 2019  
Revised: February 14, 2008  
October 14, 2010

### **Section D – Quorum**

A majority of the total delegate Executive Committee membership shall constitute a quorum.

Each member district Superintendent or designee on the Executive Committee shall have one vote. A majority vote of the Executive Committee members present, unless otherwise required by law, is required to pass all motions and resolutions. A roll call vote shall be used for all motions pertaining to financial matters. Any individual vote will be recorded by name at the request of the voter.

Established: December 17, 1975  
Reviewed: February 13, 1987  
June 11, 2015  
March 14, 2019  
Revised: February 14, 2008  
October 14, 2010  
August 14, 2014

### **Section E – Special Committees**

The Chairman, with the approval of the Executive Committee, shall appoint special committees as necessary.

Established: December 17, 1975  
Reviewed: February 13, 1987  
February 14, 2008  
October 14, 2010  
August 14, 2014  
June 11, 2015  
March 14, 2019

## **Section F – Responsibilities**

The Executive Committee shall have the following responsibilities:

1. To determine the nature and extent of services that the Association will provide to its Member Districts;
2. To prepare, develop, adopt, and implement policies and procedures for the operation of this Agreement;
3. To employ certified and non-certified personnel, other than the Executive Director, and to set salaries and terms of employment of such personnel;
4. To approve the resignation or dismissal of any employee, other than the Executive Director;
5. To discipline any employee of the Association, including the Executive Director, in accordance with applicable law, rules, and policy;
6. To make recommendations to the Governing Board as to the selection and employment of the Executive Director;
7. To direct the actions of the Executive Director and to evaluate his or her performance;
8. To enter into contracts for an attorney and to employ an auditor and any consultants or other persons whose services are necessary or appropriate to the efficient operation of the Association;
9. To develop agreements with any community or state agency deemed appropriate and beneficial to students within the Association. Any such agreement exceeding one (1) year in duration shall require approval of the Governing Board;
10. To prepare or cause to be prepared budgets and fiscal reports for the approval of the Governing Board as may be required by law or requested by the Governing Board;
11. To approve payments to be made and direct appropriate action for payment of the indebtedness of the Association as authorized by the annual budget approved by the Governing Board;
12. To make application for grants and federal and state aid and to prepare reports, documents, and writings required by federal or state law or regulation;
13. To enter into all contracts for services, make all purchases of goods and supplies, and enter into leases in accordance with the budget approved by the Governing Board and otherwise in accordance with all applicable laws and regulations of the State and Federal governments, including those requiring competitive bidding or limiting increases of expenditures;
14. To prepare and submit a draft budget to the Governing Board thirty (30) days prior to the first meeting of the Governing Board in each calendar year;
15. To prepare and submit a preliminary annual budget to the Governing Board thirty (30) days prior to the Annual Budget Hearing;
16. To recommend to the Governing Board effective methods for charging Member

Districts for services, including personnel costs of certified, non-certified, and licensed employees;

17. To bill each Member district for its allocable share of the costs for inter-district programs and for administration of the Association in accordance with Association rules and policies;
18. To file all reports and claims necessary to meet the administrative requirements to qualify for State or Federal aid;
19. To prepare an Annual Program Plan for the Association for the ensuing fiscal year, and to submit the plan to the Executive Director and to the Governing Board for approval prior to June 1 of each year. The Plan shall be comprehensive and provide information regarding needed and proposed special education programs for the Association and for Member Districts. The plan shall be sufficient in detail to show location of programs, personnel requirements, and such additional information as requested by the Governing Board;
20. To carry out such other responsibilities as may be delegated by the Governing Board.

Established: March 14, 2019

### **Section G – Parliamentary Authority**

Robert’s Rules of Order will be used to govern the deliberations of the Executive Committee. The proceedings of the Executive Committee shall be recorded by the Director of Special Education and distributed to each member district prior to the next Executive Committee meeting. Minutes of each meeting shall be approved at a regularly scheduled meeting, and shall be kept in the office of the Director of Special Education.

Established: December 17, 1975

Reviewed: February 13, 1987

August 14, 2014

June 11, 2015

March 14, 2019

Revised: February 14, 2008

October 14, 2010

## **ARTICLE V – GOVERNING BOARD**

### **Section A – Establishment and Membership**

There shall be established a Governing Board for the Association composed of one member of the Board of Education for each Member District, such member to be selected by the Board of Education for such Member District. Membership is approved through resolution of each Board of Education for each Member District.

### **Section B – Alternates**

In case of the absence or unavailability of a member of the Governing Board selected pursuant to Section A above, an alternate member from that 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 or period of unavailability.

### **Section C – Officers**

The Governing Board shall have a chairperson, a vice-chairperson, and a secretary, which the members of the Governing Board shall elect at its first meeting of the fiscal year. The term of the office of each officer so elected shall be one (1) year from the date of election. In the event the office of the chairperson becomes vacant during the year of office, or the chairperson is not able to preside at a meeting, the vice-chair shall assume the office of chairperson during such vacancy. The secretary shall be responsible for the completion of the minutes of all meetings of the Governing Board and the distribution of draft minutes to the Governing Board members prior to the next meeting. In the absence of the secretary, the Governing Board members present shall elect a secretary *pro tem*.

### **Section D – Meetings**

The Governing Board shall meet at least twice per year, in June and September, or as otherwise determined by the Governing Board. The chairperson shall have the authority to cancel the June meeting if no business is required, or to call additional meetings, with reasonable notice given, as the chairperson deems necessary. The chairperson shall give notice of the date, time, and place of each meeting to each member or alternate member of the Governing Board, either in person or by first class mail, not less than seventy-two (72) hours prior to the scheduled meeting time.

Robert's Rules of Order will be used to govern the deliberations of the Governing Board.

### **Section E – Quorum and Voting**

A quorum of the Governing Board shall consist of one-half of the members or alternate members of the Governing Board. Each member or alternate member shall have one (1) vote. Matters coming before the Governing Board shall pass with majority vote of those present once the existence of a quorum has been established.

### **Section F – Duties of the Governing Board**

The Governing Board shall have the following duties:

1. To establish an Executive Committee in accordance with Section 10-22.31(b)(2)(ii) of the Illinois School Code (105 ILCS 5/10-22.31(b)(2)(ii)) and Article IV of this Agreement;
2. To designate specific powers and to delegate responsibilities to the Executive Committee consistent with the terms of this Agreement and applicable law;
3. To adopt an annual budget after first conducting a public hearing and receiving input from the Executive Committee;
4. To issue bonds or incur debt as provided in Section 10-22.31(f) of the Illinois School Code (105 ILCS 5/10-22.31(f));
5. To employ an Executive Director;
6. To determine the need for land acquisition, construction, and capital improvements, and to take appropriate and necessary action to acquire land, construct new improvements, or make appropriate capital improvements to existing Association land or buildings, upon

receiving input and recommendation from the Executive Committee;

7. To conduct such other business and perform such other acts as are necessary and appropriate to the operation of the Association and the administration of this Agreement.

Established: December 17, 1975  
Revised: July, 1984  
February 14, 2008  
March 14, 2019  
Reviewed: February 13, 1987  
October 14, 2010  
August 14, 2014  
June 11, 2015

## **ARTICLE VI - EXECUTIVE DIRECTOR AND STAFF**

Executive Director - A qualified Executive Director, to be approved by the Woodford County Special Education Association Governing Board, shall be employed by the Association. Such Executive Director shall at all times be deemed an employee of the Association, and not any Member District. The Executive Director's duties, responsibilities, and authority as approved by the Executive Committee are as outlined in the job description.

Staff - The Executive Director, or his/her designee, shall be responsible for interviewing and making recommendations to the Executive Committee for the hiring, as well as the termination, of all Association staff. The Executive Committee shall employ both professionally licensed and Educational Support Personnel as needed for the proper functioning of the Association.

Professional Worker Schedule. Any full-time professional worker employed by the Association who spends more than fifty percent (50%) of his/her time in one Member District shall not be required to work a different teaching schedule than the other professional workers in that Member District.

Established: October 14, 2010  
Reviewed: August 14, 2014  
June 11, 2015  
Revised: March 14, 2019

## **ARTICLE VII – FINANCE**

### **Section A – Budget**

The Governing Board shall approve an annual budget in sufficient time for the budget to be submitted to the Boards of Education of each Member District for approval in accordance with the provisions of Section 10-22.31(b)(2) of the Illinois School Code (105 ILCS 5/10-22.31(b)(2)). The annual budget must be approved by the Governing Board and by the Boards of Education of at least a majority of the Member Districts.



## **Section B – Costs**

Member districts shall be billed for the costs incurred as follows:

**Administrative and Support Service Costs** shall be billed once each year in July, or as soon thereafter as the requisite figures are available. Each member district will share in the total cost in the manner determined by the Executive Committee. Unexpended funds shall be returned to the member districts in October, or as soon thereafter as the requisite figures are available.

**Instructional Program Tuition Costs** shall be billed in accordance with the procedures established by the Executive Committee. Tuition shall be billed to districts in September and January. Adjustments for enrollment shall be billed in June. A final adjustment for actual costs shall be made in October, or as soon thereafter as the requisite figures are available. Tuition shall be based on actual days enrolled.

**Personnel Reimbursement/Evidence Based Funding** shall be incorporated into administrative, support service, and instructional tuition costs. Upon receipt of the entire personnel reimbursement funds during the following fiscal year, each district will be reimbursed for their portion of the personnel reimbursement based on the tuition billing calculations and the annual proration, if applicable. When new federally funded positions are budgeted, funds will be deducted from the current year personnel reimbursement funds to set aside the funds required for the next fiscal year.

## **Section C – IDEA Funds**

IDEA Part B funds available for a student in a Member District shall be paid directly to that Member District by the Illinois State Board of Education. The Director of Special Education shall provide assistance as may be requested by Member Districts in receiving distributions of such funds from ISBE.

Established: January 8, 1988  
Revised: February 14, 2008  
March 14, 2019  
Reviewed: October 14, 2010  
August 14, 2014  
June 11, 2015

## **ARTICLE VIII – PROGRAMS, SERVICES, AND TRANSPORTATION**

The Executive Committee shall establish the programs and services to be provided and operated by Woodford County Special Education Association. In addition, the Association will provide technical assistance to all member districts regarding the provision of special education programs and services to all eligible students with disabilities as stated in The School Code of Illinois, the Illinois Rules and Regulations for Special Education, and all applicable Federal laws and regulations.

The Association may accept students with disabilities from school districts outside the Woodford County Special Education Association boundaries upon the recommendation of the Director. Cost to the non-member district will be computed and charges as outlined in The School Code of Illinois.

Each Member District shall assume the responsibility of providing transportation for the students of that district attending specified classes.

Established: January 8, 1988  
Revised: February 14, 2008  
October 14, 2010  
Reviewed: October 14, 2010  
August 14, 2014  
June 11, 2015  
March 14, 2019

## **ARTICLE IX – PHYSICAL FACILITIES**

### **Section A – Working Space**

Each member district shall provide working space for psychologists, social workers, speech pathologists, and other itinerant personnel. No maintenance fee will be charged for this space.

### **Section B – Classroom Space**

Each member district that provides district-owned classroom facilities for classrooms operated by Woodford County Special Education Association, shall receive a maintenance fee for the rooms provided. The maintenance fee shall be established by the Executive Committee.

### **Section C - Housing**

The Governing Board may acquire or hold real estate in any manner now or hereafter permitted by law for the use and benefit of the Association. Real estate so acquired or held shall be titled in the name of the Association for the use and benefit of all member school districts of the Association.

The Executive Committee shall provide and arrange for housing of all programs and activities of the Association, including, without limitation, housing for programs, activities, staff, faculty, administration, and students.

All member school districts shall bear equally in the cost of the housing or sale of a facility, unless otherwise provided by this Agreement, or action of the Governing Board.

Established: December 5, 2002  
Revised: February 14, 2008  
March 14, 2019

Reviewed: October 14, 2010  
August 14, 2014  
June 11, 2015

## **ARTICLE X – AMENDMENTS**

Any proposed amendment of this Agreement shall be submitted in writing to the Director. The Executive Committee shall consider the amendment. The Amendment shall be presented for two readings prior to consideration for approval. The amendment becomes effective if two-thirds of the Executive Committee approves the amendment.

Established: February 13, 1987  
Revised: February 14, 2008  
Reviewed: October 14, 2010  
August 14, 2014  
June 11, 2015  
March 14, 2019