

# **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

### **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.

The purpose of these Articles of Agreement is to create a joint agreement shall be to establish and coordinate special education programs to meet the needs of children with disabilities as described in Article 14 of The School Code of Illinois who reside within the member districts.

Established: December 17, 1975  
Reviewed: February 13, 1987  
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June 11, 2015

### **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

### **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.

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June 11, 2015  
Revised: February 14, 2008  
October 14, 2010

***IDEA Funds. Unspent Part B funds generated for a student in a member district are considered to be the funds of that member district, with the cooperative acting merely as a conduit for the funds. Upon withdrawal from the cooperative, unspent IDEA funds will be sent to the withdrawing district on the effective date of withdrawal.***

***Established: June 11, 2015***

## **ARTICLE IV – ORGANIZATION**

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

The Association shall be governed by the Executive Committee. The Executive Committee shall consist of the Superintendents of each member district.

A Chairperson shall be elected by the Executive Committee.

The Executive Committee shall have the power and authority to adopt and amend the annual budget, approve expenditures within the budget, and to carry out the business of the Association.

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

### **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  
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  
Revised: February 14, 2008  
October 14, 2010  
August 14, 2014

### **Section D – 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

### **Section E – 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  
Revised: February 14, 2008  
October 14, 2010

### **ARTICLE V – ADMINISTRATIVE DISTRICT**

The Administrative District shall be the Germantown Hills Elementary District #69, 110 Fandel Road, Metamora, IL 61548. The said Administrative District shall be the legal entity for Woodford County Special Education Association as provided by the School Code of Illinois.

The Administrative District, through its Board of Education, and upon the recommendation of the Executive Committee, shall ratify the employment of the Director of Woodford County Special Education Association.

The duties of the Administrative District, through its Board of Education, shall include the following:

- Adopt an annual budget as approved by the Executive Committee
- Ratify the appointment, employment, and dismissal of WCSEA employees as recommended by the Executive Committee

- Serve as the legal and fiscal agent for Woodford County Special Education Association, subject to the direction of the Executive Committee, as required by the Illinois School Code and the Illinois State Board of Education

The Germantown Hills Elementary District #69 shall be entitled to reimbursement for services rendered on an annual basis. The amount of reimbursement shall be recommended by the Executive Committee.

It is agreed that the Germantown Hills Elementary District #69 shall serve as the Administrative District for Woodford County Special Education Association until the Germantown Hills Elementary District or the Executive Committee request a change. Written notice of any request for a change must be provided no later than January 1. A change in administrative district will be made only at the beginning of a fiscal year.

Established: December 17, 1975  
Revised: July, 1984  
February 14, 2008  
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 Executive Committee, shall be employed by the Administrative District. Such Executive Director shall at all times be deemed an employee of the Association, and not the school district or entity serving as the Administrative 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 Cooperative staff. The Executive Committee shall employ both ***professionally licenced 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

## ARTICLE VII – FINANCE

### Section A – Budget

The Executive Committee shall approve a budget annual in sufficient time for the budget to be submitted to the Board of Education of the Administrative District for ratification and processing in accordance with the provisions of The School Code.

### 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** 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.

Established: January 8, 1988  
Revised: February 14, 2008  
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

## **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 Administrative District of Woodford County Special Education Association may acquire or hold real estate in any manner now or hereafter permitted by law for the use and benefit of Woodford County Special Education Association. Real estate so acquired or held shall be titled



in the name of the Administrative District for the use and benefit of all member school districts of Woodford County Special Education Association.

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

Housing shall be acquired by the Administrative District upon direction and instruction of the Executive Committee. Any decision of the Executive Committee to purchase or improve real estate or enter into leases for the acquisition of real estate shall be approved by at least two-thirds (2/3) of the membership of the Executive Committee.

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

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