

TRI-COUNTY SPECIAL EDUCATION ASSOCIATION
Bloomington, Illinois
JOINT AGREEMENT

Article I Name

- 1-1 The name of this Joint Agreement shall be the Tri-County Special Education Association (hereinafter the “Association”).

Article II - Purpose

- 2-1 The purpose of the Association shall be to provide member districts with the vehicle for cooperative implementation of those special education programs for all children with disabilities, as described in Article 14 of the Illinois *School Code*, residing within all member districts. (Amended 5-15-96)

Article III – Organization

- 3-1 Membership in this program shall be extended to all school districts within McLean, Logan and DeWitt counties. Current membership in the Association includes the school districts listed in Appendix A, but any revision to Appendix A shall not constitute an amendment to this Joint Agreement.
- 3-2 The operation and continuation of the Joint Agreement shall follow the *School Code* (Sec. 10-22.31 – 10-22.31b).

Article IV – Administration

- 4-1 One member district shall be designated by the Executive Committee as the Administrative District. This designation shall be on a July 1 fiscal year-to-year basis and shall be continuous unless notice is given by the administrative district or Executive Committee that change is desired. (Amended 5-15-96)
- 4-2 Said Administrative District shall be the district designated for purpose of positive legal entity required to execute the program.
- 4-3 The Administrative District shall perform all legal and financial functions as directed by the Executive Committee. The Executive Committee and the Administrative District shall agree upon a fee for this service.

Article V – Special Education Association Council

- 5-1 The Special Education Association Council shall be composed of the Superintendent and one Board Member as representatives for each member district, with each district being allowed one vote. The Superintendents of each Educational Service Region shall be non-voting ex officio members of the Association Council. The Association Council shall serve as an informational agent for the Association and shall be charged with the

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responsibility of reviewing and taking action on the budget that is presented to said Association Council by the Director and Executive Committee for each fiscal year.

- 5-2 The Special Education Association Council shall meet once a year or as often as deemed necessary. (Amended 11-5-81)

Article VI – Executive Committee

- 6-1 The Executive Committee shall be composed of seven (7) members as follows:
DeWitt County – one (1) member
Logan County – two (2) members
McLean County – three (3) members

The Administrative District shall always hold membership as the seventh (7) member. Members on the Executive Committee shall be elected to serve for three (3) years.

- 6-2 The Director shall submit a special notice, one month prior to the organizational meeting, to superintendents of the two (2) Regional Offices of Education, in whose counties the individual three (3) year terms for Executive Committee members expire and request that the ROE superintendent schedule a caucus to determine county representation. Results of said caucus shall be reported at the organizational meeting.

In the event that a representative district is unable to complete its term on the Executive Committee, the Director shall be notified and requested to implement this article. (Amended 5-15-96)

- 6-3 Each district shall be represented by the Superintendent and one (1) Board Member. The District may select an alternate board member to attend Executive Committee meetings in the absence of the regular board member. The district shall not send an alternate in place of the superintendent. Each representative shall have one vote.
- 6-4 At the first regular session of the Executive Committee following the organizational meeting, the Executive Committee shall elect a Chairperson and Vice-chairperson from the representatives of the Superintendents.
- 6-5 The Chairperson of the Executive Committee shall also be Chairperson of the Association Council.
- 6-6 The Executive Committee will meet on a regular basis.
- 6-7 The Executive Committee shall develop all of the policies and procedures for the Tri-County Special Education Association.
- 6-8 The Executive Committee shall take necessary actions to assure the availability of adequate office space at a reasonable cost.

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- 6-9 The Administrative District shall, upon the recommendation of the Executive Committee, ratify the employment of the Director and other staff members as directed.

Article VII – Director of Special Education and Association Staff

- 7-1 A qualified Director shall be employed by the Executive Committee and said employment shall be ratified by the Administrative District. The Director is directly responsible to the Executive Committee.
- 7-2 The Director’s duties, responsibilities, and authority shall be defined by the Executive Committee.
- 7-3 The Executive Committee shall serve as an advisory committee to the Executive Director. The Director shall meet with the advisory committee as determined by the Committee to seek advice and counsel relating to the daily administration and management of the Association and the needs of the member districts.
- 7-4 The 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 certificated and non-certificated personnel as needed for the proper functioning of the Association.
- 7-5 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.

Article VIII – Transportation

- 8-1 Each member district shall assume the responsibility of providing necessary transportation for the students of that district.

Article IX – Financing

- 9-1 A tentative Budget of proposed expenditures shall be prepared for each fiscal year by the Director and presented to the Executive Committee for their approval. It then shall be presented to the Association Council for adoption at said Council’s organizational meeting each year.
- 9-2 A majority of the participating districts will constitute a quorum for conducting business matters of the Association Council regarding budget approval for the Association. A simple majority vote of the quorum will validate action taken by this body on budget matters. In the absence of a quorum at a meeting publicized in writing at least 72 hours in

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advance, the Executive Committee shall be legally empowered to act in lieu of the Association Council. (Amended 5-15-96)

- 9-3 All monies received by the Administrative District shall be deposited in an approved bank, and shall be vouchered and paid by the Board of Education of the Administrative District, as the Executive Committee shall from time to time authorize.

**Article X – Joint Agreement with Other Special
Education Programs and Cooperatives**

- 10-1 A majority of the participating districts will constitute a quorum for conducting business matters of the Association Council relative to joint agreements with other special education districts, programs, or cooperatives. A simple majority vote of a quorum will validate action taken by the Association Council. (Amended 5-15-96)

Article XI – Amendments

- 11-1 A majority of the participating districts will constitute a quorum for conducting business matters of the Association Council pertaining to amendments to this Joint Agreement. A simple majority vote of a quorum will validate action taken by the Association Council. (Amended 5-15-96)

Article XII –Withdrawal

- 12-1 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.
- 12-2 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 the January 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 eighteen (18) 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.

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- 12-3 Consensual Withdrawal. A member district may file a Petition for Withdrawal with the other Association member districts no less than eighteen (18) 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 Association 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.
- 12-4 Non-Consensual Withdrawal. A member district not wishing to utilize the consensual process provided in Section 12-3 above, or whose Petition under Section 12-3 was not approved, may adopt a resolution as provided in Section 12-2 above 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 Association Director, who shall provide a copy to all member district Superintendents. The Director 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 response to a Petition for Withdrawal filed with the Regional Board(s) of School Trustees.
- 12-5 Accounting Upon Withdrawal. If a member district seeks to withdraw from the Association, the withdrawing member district shall not be entitled to any share of the Association’s Net Assets. For the purposes of this Joint Agreement, the Association’s Net Assets are defined as all Association real property (the fair market value of which has been appraised by an Illinois licensed real estate appraiser), personal property, and fund balances, less all expenses and Association debt as of the effective date of withdrawal. A withdrawn member district shall continue to be liable for its proportionate share of the principle and interest on any outstanding and unpaid bonds or notes issued by the Association while that school district was a member district, as well as all other liabilities incurred by the Association while the withdrawn school district was a member district. Notwithstanding the above, however, a withdrawn member district shall not be liable for any liabilities that are renewed or extended after the member district has withdrawn from the Association. Proportionate share shall be calculated by dividing the total enrollment of the withdrawn member district by the combined total enrollment of all member districts as of the effective date of the withdrawal or, in the case of bonds or notes, as otherwise provided for in the resolution authorizing the issuance of the bonds or notes.

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Article XIII – Involuntary Termination of Membership

- 13-1 Membership in this Association presumes that all districts will abide by decisions made by the Association Council and policies adopted by the Executive Committee. It also presumes each district will pay its pro-rata share of all assessments in a timely manner or arrange for extensions under critical circumstances. In the event that a district should consistently fail to cooperate with the Association in the manner indicated above, the Association Council is authorized to consider a notice of termination after other attempts at reaching an understanding with the district have been unsuccessful.
- 13-2 In the event that a two-thirds majority of all member districts should vote in favor of a notice of termination prior to December 15th of any year, effective the following July 1st, the district named in the notice of termination will no longer be a member of the Association.
- 13-3 Upon a member district's involuntary termination from the Association, an accounting shall be made as set forth in Section 12-5, with the involuntarily terminated school district having the same rights and obligations as a school district that has voluntarily withdrawn from the Association.
- 13-4 Other attempts at reaching an understanding with the district stated in 13-1 must minimally include the following: 1) a conference between the Director, Association Council Chairperson, District Superintendent, and Board of Education President. 2) the offer by the Director and Association Council Chairperson to meet with the entire Board of Education of the District.

Article XIV – Dissolution

- 14-1 Upon a majority vote of the Board of Education of each current member district and with the approval of the County Boards of School Trustees, this Association may be dissolved.
- 14-2 Upon dissolution of this Association, all material assets shall be liquidated and the proceeds divided among the current member districts as follows:
- A. Real Property. Any Association buildings or real property will be offered for sale to the Association's successor, if any ("Successor"), or the Association's current member district(s), at the average appraised value based on a minimum of two (2) appraisals by Illinois-licensed real estate appraisers. Additional terms and conditions pertaining to such sale shall be in accordance with those promulgated by the Executive Committee.

If the Successor or one of the member districts does not purchase the building(s), the Executive Committee will place the site(s) for sale in accordance with the

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School Code, or upon such terms and conditions as the Executive Committee deems appropriate if the *School Code* fails to provide a method for sale.

The net proceeds of such sale will be distributed proportionately to the current member districts, with each member district receiving an amount calculated using the following formula:

1. Divide the average enrollment of the member district over the preceding ten (10) year period by the combined average enrollment of all member districts over the preceding ten (10) year period. Member district enrollments shall be those stated in the prior years' September Fall Housing/Enrollment Report.
 2. Multiply the net proceeds of the sale by the quotient from Paragraph 1.
- B. Equipment and Materials. The education equipment and materials assigned to student programs will be transferred to the Successor with the stipulation that it is the Successor's intent to operate these programs for at least two (2) years. If no Successor exists, the equipment and material will be sold separately.

Any equipment and materials not transferred to a Successor will be placed for sale in accordance with the *School Code*, or upon such terms and conditions as the Executive Committee deems appropriate if the *School Code* fails to provide a method for sale.

The net proceeds of such sale will be distributed proportionately to the current member districts, based on the average enrollment of the member districts over the preceding ten (10) year period, using the formula set forth in Section A.

- C. Personnel Reimbursements. State and federal personnel reimbursement generated by the Association during the school year prior to dissolution, when forwarded by ISBE to the Regional Office of Education, will flow to the Successor, if any. If no Successor exists, such reimbursements shall flow proportionately to the member districts employing at least one individual in the position for which reimbursement was provided to the Association, based on the average enrollment of the member districts over the preceding ten (10) year period, using the formula set forth in Section A.
- D. Grant Carryover Funds. The Association grant carryover funds will be allocated to member districts as determined by a majority of the Executive Committee.
- E. Remaining Fund Balances and/or Deficits. Any remaining fund balances or deficits will be distributed or charged proportionately to the Association's current

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member districts, based on the average enrollment of the member districts over the preceding ten (10) year period, using the formula set forth in Section A.

Article XV - Programs

- 15-1 The Association shall operate programs on behalf of member districts and provide services to member districts to meet the educational needs of students with disabilities identified under Article 14 of the *School Code* and Illinois State Board of Education Regulations. The Director and Advisory Committee shall determine what programs and services the Association will offer member districts consistent with the Association budget as approved by the Special Education Association Council.

- 15-2 Housing required for any program operated by the Association shall be authorized and funded as determined by the Executive Committee. Member districts will provide adequate classroom space to house Association students.

APPENDIX A
Member Districts

DeWitt County

Blue Ridge Community Unit
School District No. 18
411 North John Street
Farmer City, IL 61842
217/928-9141

Clinton Community Unit School
District No. 15
1210 State Route 54 West
Clinton, IL 61727
217/935-8337

McLean County

Tri-Valley Community Unit School
District No. 3
410 East Washington St., POB 200
Downs, IL 61736
309/378-2351

Heyworth Community Unit School
District No. 4
522 E. Main St.
Heyworth, IL 61745
309/473-3727

LeRoy Community Unit School
District No. 2
600 East Pine Street
LeRoy, IL 61752
309/962-4211

Olympia Community Unit School
District No. 16
903 East 800 North Rd.
Stanford, IL 61774
309/379-6011

Lexington Community Unit School
District No. 7
P. O. Box 67
Lexington, IL 61753
309/365-4141

Ridgeview Community Unit
School District No. 19
309 N. Harrison
Colfax, IL 61728
309/723-5111

Logan County

Lincoln Community High School
District No. 404
1000 Primm Road
Lincoln, IL 62656
217/732-4131

Lincoln Elementary School
District No. 27
100 South Maple Street
Lincoln, IL 62656
217/732-2522

Chester-East Lincoln Community Unit
School District No. 61
1300 1500th St.
Lincoln, IL 62656
217/732-4136

Hartsburg-Emden Community Consolidated
School District No. 21
400 W. Front St.
Hartsburg, IL 62643
217/642-5244

New Holland-Middletown
District No. 88
75 1250th St.
Middletown, IL 62666
217/445-2421

West Lincoln-Broadwell Elementary
School District No. 92
2695 Woodlawn Rd.
Lincoln, IL 62656
217/732-2630

Mt. Pulaski Community Unit School
District No. 23
119 N. Garden
Mt. Pulaski, IL 62548
217/792-7222

Regional Offices of Education

DeWitt/Livingston/McLean Regional
Office of Education
905 N. Main, Suite 1
Normal, IL 61761
309/888-5120

Logan/Mason/Menard Regional
Office of Education
Dr. John Logan County Building
122 N. McLean Street, A
Lincoln, IL 62656
217-732-8388