

MID-STATE SPECIAL EDUCATION JOINT AGREEMENT

This Agreement is entered into this ____ day of _____, 2008 by and between the Board of Education of Bond County Community Unit School District No. 2, the Board of Education of Brownstown Community Unit School District No. 201, the Board of Education of Carlinville Community Unit School District No. 1, the Board of Education of Edinburg Community Unit School District No. 4, the Board of Education of Hillsboro Community Unit School District No. 3, the Board of Education of Litchfield Community Unit School District No. 12, the Board of Education of Morrisonville Community Unit School District No. 1, the Board of Education of Mulberry Grove Community Unit School District No. 1, ~~the Board of Education of Nekomis Community Unit School District No. 22, the Board of Education of Pana Community Unit School District No. 8,~~ the Board of Education of Panhandle Community Unit School District No. 2, the Board of Education of Ramsey Community Unit School District No. 204, the Board of Education of South Fork Community Unit School District No. 14, the Board of Education of St. Elmo Community Unit School District No. 202, ~~the Board of Education of Taylorsville Community Unit School District No. 3,~~ and the Board of Education of Vandalia Community Unit School District No. 203 (collectively referred to as “Member Districts” or “Boards of Education”).

RECITALS

A. The Member Districts are school districts organized and operating under the *Illinois School Code*, as amended.

B. Section 10 of the Constitution of the State of Illinois authorizes units of local government and school districts to contract and otherwise associate among themselves to obtain

or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law.

C. Section 10-22.31 of the *Illinois School Code* authorizes Boards of Education to enter into Joint Agreements with other school boards to meet each Member District's obligations to provide the special education programs and facilities as required under Article 14 of the *Illinois School Code*.

D. The Mid-State Special Education Joint Agreement (hereinafter "MSSED" or "Joint Agreement") is a special education joint agreement organized and existing pursuant to Section 10-22.31 of the *Illinois School Code* and is governed by a Governing Board comprised of a designated school board member of each Member District.

E. ~~MSSED is further comprised of three (3) geographic Regions: the Bond/Fayette Region (comprised of the Bond County Community Unit School District No. 2, the Brownstown Community Unit School District No. 201, the Mulberry Grove Community Unit School District No. 1, the Ramsey Community Unit School District No. 204, the St. Elmo Community Unit School District No. 202 and the Vandalia Community Unit School District No. 203), the Christian Region (comprised of the Edinburg Community Unit School District No. 4, the Morrisonville Community Unit School District No. 1, the Nokomis Community Unit School District No. 22, the Pana Community Unit School District No. 8, the South Fork Community Unit School District No. 14, and the Taylorville Community Unit School District No. 3), and the Montgomery County Carlinville Region (comprised of the Carlinville Community Unit School District No. 1, the Hillsboro Community Unit School District No. 3, the Litchfield Community Unit School District No. 12 and the Panhandle Community Unit School District No. 2. Each Region is operated pursuant to an Intergovernmental Agreement by and between each Member~~

~~District of that Region, and each having been approved by the Governing Board of the Mid-State Special Education Joint Agreement.~~

F. Under the terms of the Intergovernmental Cooperation Act, an agreement is necessary to establish the obligations of the Member Districts to the Mid-State Special Education Joint Agreement and the obligations of the Mid-State Special Education Joint Agreement to the Member Districts.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, the mutual covenants herein contained, and other good and valuable consideration (the adequacy, sufficiency, and delivery of which are acknowledged by the parties by their execution hereof), the parties agree as follows:

ARTICLE I

ORGANIZATIONAL STRUCTURE

Section 1.1 The name of this Joint Agreement shall be the Mid-State Special Education Joint Agreement (hereinafter "MSED" or "Joint Agreement").

Section 1.2 This Joint Agreement is established as a legal entity Joint Agreement pursuant to the authority of Section 10-22.31 of the *Illinois School Code* which authorizes the governance of a special education joint agreement by a Governing Board.

ARTICLE II

GOVERNING BOARD

Section 2.1 As provided for by Section 10-22.31 of the *Illinois School Code*, the Mid-State Special Education Joint Agreement shall be governed by a Governing Board comprised of a duly designated board of education member of each Member District. The Superintendent of

each Member District shall be an *ex officio* member of the Governing Board and their presence or absence shall not be determinative of whether a quorum of the Governing Board exists.

Section 2.2 The Governing Board shall have no power to levy taxes, nor to incur any indebtedness, except within the annual budget for the Joint Agreement or as may be provided by and consistent with any existing law, regulation or rule.

Section 2.3 The Governing Board shall have the following offices: President, Vice-President, and Secretary.

Section 2.3.a The board member representative of the Executive Board Chairperson's district shall serve as the President of the Governing Board. The President shall have all duties and responsibilities as provided by the laws of the State of Illinois and MSSD policies. The President's term shall be for one year and coincide with MSSD's fiscal year. In the event the President cannot continue to serve, the Executive Board Chairperson's district shall appoint a successor member from its district's board of education. Such member will assume the duties of President of the Governing Board.

Section 2.3.b The board member representative of the Executive Board Vice-Chairperson's district shall serve as the Vice-President of the Governing Board. The Vice-President shall have all duties and responsibilities as provided by the laws of the State of Illinois and MSSD policies. The Vice-President's term shall be for one year and coincide with MSSD's fiscal year.

Section 2.3.c The Governing Board shall appoint the Executive Secretary of the Joint Agreement to serve as the secretary of the Governing Board. The Secretary shall have all duties and responsibilities as provided by the laws of the State of Illinois and MSSD policies.

Section 2.4 The Governing Board shall meet at least annually, and at such other times as it may be called by the President, or any two (2) Governing Board Members. At its meeting the Governing Board may:

Section 2.4.a Recommend or approve amendments to the Articles of Joint Agreement.

Section 2.4.b Hold an annual budget hearing and approve the final budget, which shall be by a majority vote of the entire Governing Board membership.

Section 2.4.c Ratify the employment and appointment of employees, including a Special Education Director; the Board shall also ratify the dismissal or suspension of employees as provided by law. Such authority to hire and/or dismiss employees shall only be exercised with the advice and consent of the Executive Committee and/or the respective Region Board.

Section 2.4.d Provide for the administration, staff, programs, financing, housing and transportation for the benefit of the students served by the Joint Agreement.

~~*Section 2.4.e* Enter into agreements with Christian Region, Bond Fayette Region and Montgomery County-Carlinville Region as shall efficiently and effectively render special education service to students residing in the Joint Agreement territory. No provision of any such agreement shall conflict with the provisions of this Agreement.~~

Section 2.4.e Serve as the legal and fiscal agent for the Bond-Fayette Joint Agreement, the Christian Region Joint Agreement, and the Montgomery County-Carlinville Region Joint Agreement. Accordingly, the Joint Agreement will serve as the administrative district for the three Regions.

Section 2.4.f Take any action which by law may only be taken by the Governing Board.

Section 2.4.g Consider any other matters placed upon the agenda by the Governing Board, the Executive Committee or the Special Education Director.

Section 2.4.h Consider additions to or deletions of delegation of authority to the Executive Committee.

Section 2.4.i Complying with requirements in the Abused and Neglected Child Reporting Act. Specifically, each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in the Act, direct or cause the Board to direct the Special Education Director or other equivalent school administrator to comply with the Act's requirements concerning the reporting of child abuse.

Section 2.4.j Establish, yearly, any meetings to be held by the Governing Board.

Section 2.4.k Authorize the incurring of indebtedness within the annual budget for the Joint Agreement.

Section 2.4.l Ratify, annually, the annual delegation and definition of duties to the Executive Committee, a copy of which is attached hereto and incorporated by reference herein as *Exhibit A*.

Section 2.4.m Ratify, annually, the annual delegation and definition of duties to the Special Education Director, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B.**

Section 2.5 When, under the terms of this Joint Agreement, action by the Governing Board can occur only with the advice and consent of ~~either the Executive Committee; and/or Region Board;~~ such advice and consent shall be provided upon the approval of any motion, resolution or other affirmative action by the Executive Committee ~~and/or Region Board.~~

ARTICLE III

ORGANIZATIONAL STRUCTURE – EXECUTIVE COMMITTEE

Section 3.1 The Governing Board shall appoint an Executive Committee which shall serve as an advisory body to the Governing Board, and which shall have the authority to direct the ongoing operations of the Joint Agreement within the annual budget, the directives, policies and rules of the Governing Board, and in accordance with the terms of this Agreement. The Executive Committee shall also have such other and further authority as may be delegated by the Governing Board to the Executive Committee from time to time.

Section 3.2 The Executive Committee shall consist of the appointed Superintendents of Member Districts (or his/her authorized designee), and the Regional Superintendents of Schools of such regions as cover, from time-to-time, the Counties of Bond, Christian, Fayette, Macoupin and Montgomery. The Regional Superintendents shall be *ex officio* members of the Executive Committee, and, therefore, be non-voting, advisory members. Further, their presence or absence from such a meeting shall not be determinative of whether or not a quorum exists.

Section 3.3 The Executive Committee shall meet regularly, and at least monthly, and shall elect its own officers and establish procedures for the conduct of its meeting and business.

A quorum shall consist of a majority of the Executive Committee. Measures shall be deemed passed when approved by a majority of those Executive Committee members present who vote on an issue. Each member shall have one vote. An abstention shall not be considered a vote. A member of the Executive Committee may act at a meeting through a designee, if authorized, in writing, by the Executive Committee member. The attendance of a designee at a meeting shall not be counted in determining whether a quorum of members is present. The Executive Committee is subject to the Illinois Open Meetings Act and shall operate in accordance with such Act. Further, its meetings shall be held in accordance with the policies adopted by MSSD.

Section 3.4 Annually, the Executive Committee shall appoint, by a majority vote of those attending a duly called meeting, a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairperson's term shall be for one year and coincide with MSSD's fiscal year. The Executive Secretary of the Joint Agreement shall serve as the Secretary of the Executive Committee.

Section 3.5 The Executive Committee shall be responsible for the general supervision and operation of the Joint Agreement for and on behalf of the Governing Board, and may, in the absence of action by the Governing Board to the contrary:

Section 3.5.a Recommend to the Governing Board the employment of a Special Education Director.

Section 3.5.b Employ other professional employees of the Joint Agreement subject to ratification by the Governing Board.

Section 3.5.c Provide for administration, staff, programs, financing, housing, and transportation for the benefit of the student served by the Joint Agreement.

Section 3.5.d Operate the Joint Agreement in accordance with the budget approved by the District.

~~Section 3.5.e Enter into agreements and arrangements with the Bond-Fayette Region, the Christian Region, and the Montgomery County Carlinville Region as shall, in the opinion of the Executive Committee, efficiently and effectively render special education services to students residing in the Joint Agreement territory.~~

~~Section 3.5.g Negotiate, subject to ratification by the Governing Board, on behalf of the Joint Agreement, collective bargaining agreements with sole and exclusive bargaining agents, as certified by the Illinois Educational Labor Relations Board in respect to persons employed by the Joint Agreement.~~

~~Section 3.5.f Appoint an Assistant Director for each of the Bond-Fayette Region, the Christian Region, and the Montgomery County Carlinville Region subject to ratification of the Governing Board. Such appointment shall be made subject to the advice and consent of the respective Region Board.~~

~~Section 3.6 The foregoing notwithstanding, the Governing Board shall be to retain all authority for the operation of the Joint Agreement, and shall have the power to over-rule actions taken by the Executive Committee.~~

ARTICLE IV

ORGANIZATIONAL STRUCTURE -- REGIONS

~~Section 4.1 The Joint Agreement is geographically divided into three (3) Regions: 1) Bond-Fayette, 2) Christian; and 3) Montgomery County Carlinville (collectively referred to as the "Regions").~~

~~Section 4.2 The purpose of each geographical Region shall be to provide services which are in close proximity to school districts and students, and to permit Region based financial responsibility and accounting.~~

~~Section 4.3 Each Region shall provide special education, related services, support services and aides for students, and assistance to special education teachers, other teachers, and educational support personnel in its respective region, but shall take no action inconsistent with the terms of this Agreement.~~

~~Section 4.4~~ Each Region shall be under the direction and supervision of a Region Board that is comprised of the Superintendents of each Member District of each Region. Each Board shall operate the Region consistent with and under the guidance, direction and policies of the Governing Board and Executive Committee.

~~Section 4.5~~ The Region Member Districts shall enter into an agreement with Mid-State Special Education Joint Agreement. Such Agreement shall designate the Mid-State Special Education District as the legal and fiscal agent for each Region Joint Agreement.

ARTICLE IV

ADMINISTRATION

Section 45.1 The Governing Board, with the advice and consent of the Executive Committee, shall appoint a Special Education Director. The Special Education Director shall be the head of the Joint Agreement and shall, as such, be the chief administrative officer of the program. (S)he shall be employed, as provided in Section 10-22.31(c) of the *Illinois School Code*. The Special Education Director shall be evaluated by and report to the Executive Committee, and where required by this Agreement or policy, to the Governing Board.

Section 45.2 The Governing Board, upon recommendations of the Executive Committee, shall define and provide for the scope and limit of the duties, responsibilities and authority of the Director. Such definition of duties shall be approved annually by the Governing Board.

Section 45.3 The Governing Board, with the advice and consent of the Executive Committee ~~and the respective Region Boards~~, shall appoint an Assistant Director(s) ~~for each Region~~. Such ~~Region~~ Assistant Director shall be subordinate to and report to the Special Education Director. The Special Education Director and each respective ~~Region~~ Assistant

Director shall ~~cooperate fully with the respective Region Boards, and shall~~ be responsible to assist in the implementation of Region Mid-State policies and programs subject to the limitations set forth in Section 4.4, above.

Section ~~4~~5.4 The Joint Agreement shall provide such professional services, other services and technical support to Member Districts from time to time as is established by the Executive Committee, from such locations as it may determine is in the best interests of the Joint Agreement.

Section ~~4~~5.5 Each Region Member District shall exercise all such duties and obligations for the safe and efficient administration of ~~administration of the Region's~~ Mid-State programs. Such duties and obligations shall include, but not be limited to, the recommendation of employment, appointment and dismissal of Mid-State employees. Such approval is, however, subject to ratification by the Governing Board. Such employees will, therefore, be employees of Mid-State ~~each Region Joint Agreement~~.

ARTICLE VI

FINANCIAL OBLIGATIONS OF MSSED AND THE RESPECTIVE MEMBER DISTRICTS

Section ~~5~~6.1 Annually, the Joint Agreement shall approve a Budget for the Joint Agreement programs. Such Budget shall be approved in accordance with the following:

Section ~~5~~6.1.a The Director shall present a tentative budget to the Executive Committee at its regular meeting on or before the Executive Committee's July regular meeting of the applicable fiscal year in order that the Executive Committee may make recommendations for a final budget, which shall be adopted, or revised and adopted by the Governing Board no later than September 30th of the then current fiscal year.

Section ~~6.1.b~~ ~~The annual budget submitted to the Governing Board for approval will also contain each Region's Board's adopted and approved budget. Such portion of the MSSED budget that reflects that portion of the Region budget can only be changed with the advice and consent of the respective Region Boards.~~

Section 56.1.b Within five (5) days after adoption, or revision and adoption, of such budget the Secretary shall serve by United States mail, a copy thereof, as finally adopted by the Governing Board, upon the Secretary of the Board of Education of each Member District.

Section 56.1.c It is to be understood that after adoption of the budget for any fiscal year, the Governing Board may amend the same, or any items, thereof, at any time after considering the recommendations of the Executive Committee. Such changes shall be made only upon the advice and consent of the Executive Committee. Budgetary increases and amendments shall conform with the *Illinois School Code*.

Section 56.1.d Within five (5) days after such revision in the budget, the Secretary shall serve by United States mail a copy of the revised budget upon the Secretary of the Board of Education of each Member District.

Section 56.1.e To the extent required by any law, a copy of such budget shall be provided to any agency or department of the State of Illinois and/or United States of America.

Section 56.2 Each Member District shall, and hereby agrees to pay to the Joint Agreement, its pro rata share of the operational costs as provided for in this Article.

Section 56.2.a The Special Education Director, after receiving the advice and consent of the Executive Committee, shall periodically bill the Member Districts for their respective proportionate share of the operating expenses of the MSSSED.

Section 56.2.b Annually, the Special Education Director shall submit to the Executive Committee a recommended formula for determining each Member District's proportionate share of the operating expenses of MSSSED. Such recommendation shall be submitted and approved by the Executive Committee prior to the Governing Board's adoption of the annual budget.

Section 56.2.c Following the adoption of the annual budget, the Special Education Director shall submit a tentative schedule to each Member District regarding their respective obligations for the upcoming year. If needed, any final assessment shall be made to each Member District. In the event such actual, final pro rata share of any Member District for any fiscal year is less than its payment made under the provisions of this Section, the Joint Agreement shall refund any excess to such Member District on or before the thirty-first day of July immediately following the close of such fiscal year.

Section 56.2.d No later than the thirtieth day of June of each fiscal year, the Special Education Director, with the advice and consent of the Executive Committee, shall provide a schedule to each Member District regarding operating costs due and owing by the Member District or refunds due a Member District.

Section 56.3 Each Member District shall bear full fiscal responsibility for providing transportation for the students of that district who attend special education classes or related services programs, whether provided by MSSSED or a Region.

~~*Section 6.4* The Governing Board will provide all insurance coverage on behalf of the Region. In the event the Region Board and the MSSSED Executive Committee determine that the Region will obtain its own insurance, the MSSSED Governing Board shall be named an additional insured.~~

ARTICLE VII

TEACHING AND OTHER CERTIFIED PERSONNEL

Section 67.1 Teachers employed by the Joint Agreement but assigned by the Joint Agreement to a Member District are generally responsible to the building principal where their classrooms are located. To the extent any employee is assigned to more than one Member District, the employee will be assigned a base and are generally responsible to the building principal that is designated as his/her base school. There shall be shared supervisory responsibilities between the administrators of the Member Districts and the Joint Agreement, with the Joint Agreement having final responsibility and authority regarding employment.

Section 67.2 The ~~Region~~ Assistant Directors, under the direct supervision of the Joint Agreement Director, is responsible for the certification and special education approval of the Joint Agreement teachers assigned to the Member District.

Section 67.3 Employment of certificated staff by the Joint Agreement is subject to the provisions of Sections 24-11 and 24-12 of the *Illinois School Code*.

Section 67.4 Dismissal procedures under Sections 24-11 and 24-12 of the *Illinois School Code* shall be carried out by the Governing Board upon the advice and consent of the Executive Committee if the employee is a Joint Agreement employee. ~~If, however, the employee is a Region employee, the advice and consent of the Region Board is required.~~

~~*Section 7.5* For those employees of the Region Joint Agreement, all decisions regarding the appointment, employment, discipline, dismissal or other employment actions shall be the responsibility of the employing Region Joint Agreement. In its capacity as the legal and fiscal agent of the Joint Agreement, the MSSED Governing Board shall ratify all actions of the Region Boards unless such action clearly violates existing law.~~

ARTICLE VIII

TITLE IN PROPERTY

Section 78.1 Title in all property shall be held by the Joint Agreement and the Member Districts as tenants in common unless otherwise agreed upon by the Governing Board.

ARTICLE IXVII

INVOLUNTARY REMOVAL OF A MEMBER DISTRICT

Section 89.1 Membership in the Joint Agreement is conditional upon compliance with obligations assumed by Member Districts upon joining the Joint Agreement. Hence, involuntary removal is not equivalent to a voluntary withdrawal and is not subject to voluntary removal procedures.

Section 89.2 The Governing Board may remove a member school district upon two-thirds vote of the entire Governing Board, if the Governing Board finds that a member school district has failed to comply with the requirements of the Agreement.

ARTICLE IX

WITHDRAWAL FROM THE JOINT AGREEMENT

Section ~~940~~.1 A school district wishing to withdraw from the Mid-State Special Education Joint Agreement must provide written notice of its intent to withdraw to the Executive Committee Chairperson and the Special Education Director at least one calendar year prior to the effective date of withdrawal. Such notice shall be sent the United States Postal Service and be sent via certified mail, return receipt requested. The Special Education Director shall provide such notice to the Superintendent of the appropriate Regional Office(s) of Education.

Section ~~940~~.2 Withdrawal of a Member District from the Joint Agreement shall be made by petition to the Regional Board(s) of School Trustees in the form and in the manner consistent with Article VII and Section 10-22.31 of the *Illinois School Code*. Such withdrawal shall only take effect on July 1.

Section ~~940~~.3 Only the appropriate Regional Board(s) of School Trustees may grant or deny a petition of a Member School District to withdraw from this Joint Agreement.

Section ~~940~~.4 In the event withdrawal from the Joint Agreement is granted by the appropriate Regional Board(s) of School Trustees, the withdrawing school district shall remain responsible for that District's Member assessments for the period prior to the date the withdrawal is effective, although such payment may occur after the effective date of the withdrawal. Further, the withdrawing school district's share of the equipment and assets of the Joint Agreement shall be forfeited. The former Member District shall have no interest of any nature in the assets of the Joint Agreement.

ARTICLE XI

AMENDMENTS

Section 1011.1 Proposed amendments to these Articles may be submitted at any time by a Member District through the Executive Committee, ~~any Region Board, through the Executive Committee, or by the Executive Committee~~ who will forward them to the Governing Board with their recommendations at the next regularly scheduled meeting or at a special meeting of the Governing Board called for such purpose.

Section 1011.2 Any proposed amendment which receives the favorable vote of two-thirds of the entire membership of the Governing Board at a meeting of the Board shall become effective on the date that a two-thirds favorable approval is achieved or such subsequent effective date as specified in the proposed amendment.

ARTICLE XII

JOINT AGREEMENT WITH ~~REGION BOARDS,~~ MEMBER DISTRICTS AND/OR OTHER SPECIAL EDUCATION PROGRAMS AND COOPERATIVES

Section 1112.1 The Joint Agreement may enter into a joint agreement with Member Districts ~~the Region Boards~~, on a majority vote of the entire membership of the Governing Board. Such Member District Joint Agreements will set forth the operation of ~~each Region of~~ the parties subject to the Member District Joint Agreement.

Section 1112.2 The Joint Agreement may enter into a joint agreement with other special education districts, programs, or cooperatives, on a two-thirds vote of the entire membership of the Governing Board. Other joint agreements may be made as provided for under Article 10-22.31a of the *Illinois School Code*.

ARTICLE XIII

SPECIAL AGREEMENTS

Section ~~12~~13.1 The Joint Agreement may accept students from other than Member Districts. The Director will plan for placement and may negotiate necessary financial arrangements within the receiving Member District Region. The decision whether to accept such student(s) shall lie with the Special Education Director.

ARTICLE ~~XIV~~ XIII

CONTRACTS

Section ~~13~~14.1 The Mid-State Special Education Joint Agreement and its Governing Board shall receive all the assets and assume all the liabilities and obligations of MSSSED, including MSSSED's liabilities and obligations under any contracts with its employees and any contracts with its suppliers, ~~except as delegated and assumed by the respective Region Boards.~~

ARTICLE ~~XV~~ XIV

DISSOLUTION

Section ~~14~~15.1 Voluntary dissolution of the Joint Agreement may be authorized by the affirmative vote of two-thirds of the entire membership of the Governing Board, in the following manner:

Section ~~14~~15.1.a Any member of the Governing Board may file a Resolution, in writing, with the Chair proposing that the Joint Agreement be dissolved voluntarily, and that a question of such dissolution be submitted to a vote at a meeting of the Governing Board, which may be either an annual or special meeting.

Section ~~14~~15.1.b Written notice stating that the purpose, or one of the purposes, of the meeting is to consider the voluntary dissolution of the Joint Agreement, shall be given to each member of the Governing Board within the time and in the manner provided in this Agreement for giving notice of meetings of the Governing Board. If such meeting is an annual meeting, such purpose may be included in the notice of such annual meeting.

Section 1415.1.c Such written Resolution shall be filed at least twelve (12) months prior to the requested effective date of the dissolution with such dissolution occurring at 11:59 p.m. on the next June 30 after the twelve (12) months notice has been provided.

Section 1415.2 Dissolution of the Joint Agreement terminates its existence and upon dissolution, the Joint Agreement shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including:

Section 1415.2.a. Collecting its assets.

Section 1415.2.b Liquidating and/or disposing of its assets.

Section 1415.2.c Discharging or making provision for discharging its liabilities.

Section 1415.2.d Distributing its remaining assets in the same proportion to the total assets for the final fiscal year of MSSD as the Member District's student enrollment for such final fiscal year bears to the student enrollment of all Member Districts for such final fiscal year.

Section 1415.2.e Causing the honorable dismissal of or otherwise termination the Joint Agreement's employees.

Section 1415.2.f Doing such other acts as are necessary to wind up and liquidate its business and affairs.

ARTICLE XVI

EFFECT OF AGREEMENT

Section 1516.1 In the event of conflict between this Agreement and any/or all other outstanding joint agreements of the Intergovernmental Agreements for the three Regions and Mid-State Special Education Joint Agreement, this Agreement shall prevail and supersede the other agreement(s).

Section 1516.2 In the event that any section or part of any section of this Joint Agreement violates any applicable statute or other binding rule and regulation, such section or part thereof shall be invalid and therefore shall not be binding on the parties. Such partial invalidation shall

not in any way affect the validity of the remainder of the Agreement, which shall remain in full force and effect.

Section ~~15~~6.3 This Agreement may be executed in counterparts, and shall be effective when at least one such counterpart shall have been executed by every Member District.

[REMAINDER OF PAGE IS BLANK]

**BOARD OF EDUCATION OF
BOND COUNTY COMMUNITY UNIT
DISTRICT No. 2**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
CARLINVILLE COMMUNITY UNIT
SCHOOL DISTRICT No. 1**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
BROWNSTOWN COMMUNITY UNIT
SCHOOL DISTRICT No. 201**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
EDINBURG COMMUNITY UNIT
SCHOOL DISTRICT No. 4**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
HILLSBORO COMMUNITY UNIT
SCHOOL DISTRICT No. 3**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
MORRISONVILLE COMMUNITY
SCHOOL DISTRICT No. 1**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
LITCHFIELD COMMUNITY UNIT
SCHOOL DISTRICT No. 12**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
MULBERRY GROVE COMMUNITY
DISTRICT No. 1**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
NOKOMIS COMMUNITY UNIT
SCHOOL DISTRICT NO. 22**

BY: _____
_____ **ITS PRESIDENT**

ATTEST: _____
_____ **ITS SECRETARY**

DATE: _____

**BOARD OF EDUCATION OF
PANHANDLE COMMUNITY UNIT
SCHOOL DISTRICT NO. 2**

BY: _____
_____ **ITS PRESIDENT**

ATTEST: _____
_____ **ITS SECRETARY**

DATE: _____

**BOARD OF EDUCATION OF
PANA COMMUNITY UNIT
SCHOOL DISTRICT NO. 8**

BY: _____
_____ **ITS PRESIDENT**

ATTEST: _____
_____ **ITS SECRETARY**

DATE: _____

**BOARD OF EDUCATION OF
RAMSEY COMMUNITY UNIT
SCHOOL DISTRICT NO. 204**

BY: _____
_____ **ITS PRESIDENT**

ATTEST: _____
_____ **ITS SECRETARY**

DATE: _____

**BOARD OF EDUCATION OF
SOUTH FORK DISTRICT
SCHOOL DISTRICT NO. 14**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
TAYLORVILLE COMMUNITY
SCHOOL DISTRICT NO. 3**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
ST. ELMO COMMUNITY UNIT
SCHOOL DISTRICT NO. 202**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF
VANDALIA COMMUNITY UNIT
SCHOOL DISTRICT NO. 203**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

ANNUAL DELEGATION OF DUTIES TO THE EXECUTIVE COMMITTEE

The Executive Committee of the Joint Agreement is hereby authorized to:

1. Have prepared all necessary legal documents and take all legal action that is in the best interest of the Joint Agreement.
2. Expend funds within limits as provided in the adopted budget for the fiscal year.
3. Authorize the maintenance of an accounting system which shall be of such a nature that the costs of each activity can be accurately prorated among the member districts.
4. Derive formula and information necessary to establish costs for membership fees and services.
5. Derive formula and information necessary to establish pro rata share of the operating expenses of the Joint Agreement.
6. Contract for services of attorneys and auditors.
7. Certify to the treasurer all payments to be made, and the treasurer shall be entitled to rely fully thereon in making the payments specified and the treasurer shall make such payments.
8. Bill each member school district for its share of the costs of the programs and of administration.
9. Insure that all reports and claims necessary to meet statutory or other requirements are properly prepared and filed.
10. Employ all staff except the Director of Special Education.
11. Discipline and discharge employees, and delegate such authority to the Joint Agreement administrators, except for those employees requiring specific procedural treatment under the provisions of Section 24-11 and 24-12 of the *Illinois School Code*.
12. Establish an imprest fund in accordance with the provisions of Section 10-20.9 of the *Illinois School Code*.
13. Make recommendations to the Governing Board regarding the hiring and/or dismissal of the Director of Special Education.
14. Ratify and approve contractual agreements between the Joint Agreement and unions representing the Joint Agreement employees.

15. Recommend to the Governing Board the annual budget.
16. Contract for the purchase or lease of supplies and equipment.
17. Contract for the purchase of insurance or other risk management services as deemed in the best interest of the Joint Agreement.
18. Advertise and seek bids for materials, supplies and services.
19. Arrange for purchase or lease of space.
20. Contract for telephone, utilities, fuel, maintenance and repair of building sites and facilities as may be necessary.
21. Make such applications for state or federal aid and cooperate with the Member Districts in making such applications, as are necessary.
22. Enter into agreements with any agency deemed appropriate.
23. Meeting and agenda
 - 23.1.1. Meetings shall be held monthly with the times and dates thereof to be established annually by the Governing Board or Executive Committee.
 - 23.1.2. Notice shall be given at least ten days in advance of any change in the regular meeting date, place or time.
 - 23.1.3. Place matters on its agenda which shall be timely, brought to its attention by a Member District or the Superintendent of a Member District.
 - 23.1.3.1.1. Items to be placed on the agenda should reach the Special Education Director one week before the meeting.
 - 23.1.3.1.2. Visitors can be heard after the Board has approved the Minutes of the previous meeting. Time allowed will be at the discretion of the Board chairperson. In the event Board action is requested, the Board will decide or notify if and when action is to be taken.
24. Take all other action as needed to continue with the efficient operation of the Joint Agreement, except as to those actions which are deemed non-delegable.

ANNUAL DELEGATION OF DUTIES TO THE DIRECTOR OF SPECIAL EDUCATION

The Director of Special Education shall be the Chief Administrative Officer of the organization and as such the Director is authorized to perform the following duties and functions on behalf of the Joint Agreement:

1. Serve as the Chief Administrative Officer of the Mid-State Special Education District under direct supervision of the Executive Committee and Governing Board.
2. Administer, coordinate and supervise Special Education Programs of the Mid-State Special Education District to assure regulatory compliance with local, state and federal rules and regulations that govern the operation of special education programs and services.
3. Develop, implement and administer policies and procedures designed to maintain the highest level programmatic integrity and compliance.
4. Develop and implement public information and child identification programs.
5. Serve as the representative of the Mid-State Special Education Joint Agreement to the Illinois State Board of Education and other organizations and meetings as deemed appropriate.
6. Administer, supervise and coordinate all business related functions of the Joint Agreement, including but not limited to, the following:
 - a. Prepare and file applications and reports for programs, projects, services, and claims for reimbursement for governmental services.
 - b. Keep or cause to be kept records requested by the Illinois State Board of Education.
 - c. Develop and maintain cost accounting procedures to assure compliance with the Illinois State Board of Education Cost Accounting System.

- d. Develop a formula for determining the pro rata share for each Member District's proportionate share of the Joint Agreement's operating costs for the submission to and approval of the Executive Committee.
 - e. Develop and maintain all payroll and benefit policies and procedures.
 - f. Prepare and submit all budgets and budget amendments to the Executive Committee for recommendation to the Governing Board.
- 7. Recommend the employment of all personnel.
 - 8. Assign duties and responsibilities to all Mid-State Special Education staff.
 - 9. Supervise and evaluate or cause to be evaluated all staff of the Mid-State Special Education Joint Agreement.
 - 10. Implement and supervise all other related activities as assigned by the Executive Committee and/or Governing Board of the Mid-State Special Education Joint Agreement.