

# **South Eastern Special Education**

## **District**

# **ARTICLES OF JOINT AGREEMENT**

**Adopted**  
**August 26, 2004**

**Amended**  
**August 18, 2015, March 7, 2019,**  
**and August 17, 2022**

**SOUTH EASTERN SPECIAL EDUCATION DISTRICT**

**ARTICLES OF JOINT AGREEMENT**

Adopted

August 26, 2004

Amended

August 18, 2015, March 7, 2019  
and August 17, 2022

# PREFACE

## JOINT AGREEMENT

This Joint Agreement is made this 18th day of August, 2015 by and among the Boards of Education of the School Districts listed in Article III, below.

### **WITNESSETH:**

**Whereas**, the member school districts of South Eastern Special Education District (hereinafter "SESE") are parties to a Joint Agreement which allows amendment of the Joint Agreement upon three-fifths (3/5) vote of such member school districts; and

**Whereas**, SESE member districts desire to amend the Joint Agreement to reflect changes required recent amendments to Section 10-22.31 of *The School Code*; and

**Whereas**, at least three-fifths (3/5) of the member districts of SESE have voted to amend such the Articles of the Joint Agreement to effectuate such intent; and

**Now, Therefore**, it is agreed by each member district of South Eastern Special Education District as follows:

### **ARTICLE I**

#### **Name**

##### Section 1 - Name

The name of this Joint Agreement shall be the South Eastern Special Education District (hereinafter "SESE" or "Joint Agreement").

##### Section 2 - Legal Entity

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

## **ARTICLE II**

### **Purpose**

#### Section 1 - Statement

The purpose of this Joint Agreement shall be to operate programs for children with disabilities and problems related or convenient thereto, and to provide such service by agreement with other public and school entities.

#### Section 2 - Service Agent

The Joint Agreement shall act as the service agent of the Member Districts in the provision of special education programs and related services to student with disabilities pursuant to this Joint Agreement.

## **ARTICLE III**

### **Organization and Membership**

#### Section 1 - Member Districts

Membership in this Joint Agreement shall include the following school districts:

Clay City Community Unit #10

North Clay Community Unit #25

Flora Community Unit #35

Hutsonville Community Unit #1

Robinson Community Unit #2

Palestine Community Unit #3

Oblong Community Unit #4

Jasper County Community Unit #1

Red Hill Community Unit #10

Lawrenceville Community Unit #20

Richland County Community Unit #1

## **ARTICLE IV**

### **Application for Membership**

#### Section 1 -Application for Membership

When a school district that is not a member of the Joint Agreement on the effective date of this Joint Agreement desires to join this Joint Agreement, such district may submit a petition with attached resolution agreeing to abide by all terms of this Joint Agreement. Any approval of new members into the Joint Agreement must be approved by a three-fifths (3/5) vote of the Governing Board members. Membership shall take effect on July 1 following the date of approval of such petition. In addition, unless otherwise provided for by the Governing Board, the new member district shall pay an entrance fee of \_\_\_\_\_ dollars per pupil, based on the A.D.A. of the applicant district for the previous year. This amount is in lieu of the applicant having paid a share of expenditures made in establishing and building the Joint Agreement prior to the applicant's admission to SESE.

#### Section 2 - Membership Term

Membership shall continue unless withdrawal from the Joint Agreement is approved pursuant to Article XVI or removal is effected pursuant to Article XV hereof.

## **ARTICLE V**

### **Governance and Operation (Two-tiered system)**

#### Section 1 -Governing Board

1. The Governing Board is composed of one Board of Education member selected by the respective Boards of Education from each Member District.
2. The Governing Board is authorized to delegate to the Executive Board authority to manage particular operations of the Joint Agreement program in accordance with the terms set forth in the delegation, always reserving to itself, however, the full authority to continue to administer the Joint Agreement in accord with its terms.
3. The Governing Board shall seek the advice of the Executive Board on matters pertaining to employment and budget, as provided for in this Joint Agreement and in annual delegations to the Executive Board.

#### Section 2 - Executive Board

1. The Executive Board shall consist of the superintendent of each of SESE's member districts. Each member shall serve on the Executive Board as long as he or she is in the respective appointed position.

2. All Executive Board meetings shall be open to members of the Governing Board.
3. The Executive Board shall carry out the functions delegated to it annually by the Governing Board in a manner consistent with this Joint Agreement and according to the specific provisions relating to the Executive Board in this Article V and in Article VII below.

### Section 3 – Meetings

All meetings held under the provisions of this Agreement shall be conducted in compliance with the Open Meetings Act of Illinois and shall be governed in their action by Robert's Rules of Order.

## **ARTICLE VI**

### **Governing Board**

#### Section 1 -Annual Meeting

The Governing Board shall:

1. During the first quarter of each fiscal year, hold an annual meeting to:
  - a. Recommend and approve amendments to the Articles of Joint Agreement.
  - b. Hold an annual Budget Hearing and revise or approve the final budget. The Budget shall be adopted by a majority vote of the quorum of the Governing Board present.
  - c. Take any action which can only be approved by the Governing Board.
  - d. Consider any other matters placed on the agenda.
  - e. Determine and publish annually any management delegations to Executive Board that it deems appropriate.
  - f. Authorize the incurring of indebtedness within the annual budget for the Joint Agreement.
  - g. Ratify and approve, if appropriate, the actions of the Executive Board in hiring Joint Agreement employees.
2. Establish other regular meeting dates as are desired.

#### Section 2 -Special Meetings

Special meeting shall be called by the Chairperson on his or her own initiative or upon the request

of any two (2) members of the Governing Board, the Director, or the Executive Board. Written notice for all special meetings shall be placed in the U.S. mail first class or by FAX to each Governing Board Member, confirmed by a telephone call, at least forty-eight (48) hours prior to the meeting date, specifying the date, time and purpose of said meeting.

### Section 3 - Quorum and Voting Procedures

1. A quorum shall consist of a majority of the members of the Governing Board.
2. Measures shall be passed by majority vote of those present at a meeting of the board when the existence of a quorum has been established. Each member will have one (1) vote.
3. To amend these Articles an amendment shall be presented by any member of the Governing Board. Such amendment shall be presented to the Governing Board Members at any regular or special meeting, and shall be acted upon by the Governing Board at its next meeting, which may not be held until twenty (20) days shall have expired. An amendment is adopted when three-fifths (3/5) of the Governing Board Members approve as determined by a roll call vote.

### Section 4 - Officers

The Governing Board shall elect a Chair and a Vice Chair; shall appoint a Treasurer after taking recommendations of the Director and Executive Board; and shall appoint a member to serve as recording secretary of the Governing Board.

### Section 5 - Lease or purchase

The Governing Board may lease or purchase real estate for use by SESE, including but not limited to buildings, rooms, grounds and appurtenances.

### Section 6 – Ethics

No officer or member of the Governing Board shall receive compensation for service in relation to the Board responsibilities. However, upon approval by the Governing board and upon proper submission of an itemized statement, any member of the Governing Board may be reimbursed for mileage resulting from the performance of duties in connection with the Special Education District. Such reimbursement of expenditures shall not exceed the limits established in the annual budget.



## **ARTICLE VII**

### **Executive Board**

#### Section 1 –Meetings

The Executive Board as comprised according to Article V, Section 2 shall meet monthly:

#### Section 2 -Officers and Procedures

1. The Executive Board shall elect a Chair, a Vice Chair and Secretary.
2. The Executive Board shall establish procedures and regulations for the conduct of its meetings and business procedures. A quorum shall consist of a majority of members of the Executive Board.

#### Section 3 - Voting

Measures shall be passed by majority vote of those present at the meeting when the existence of a quorum has been established. Each member will have one (1) vote.

#### Section 4 – Management Authority

The Executive Board shall carry out management functions in the day to day conduct of the Joint Agreement operations in accordance with the authority annually delegated to it by the Governing Board.

#### Section 5 - Reports to the Governing Board

The Executive Board shall cause a copy of the minutes of each of its meetings to be forwarded to the Chair of the Governing Board and to each member of the Governing Board promptly after approval.

#### Section 6 – Ethics

No officer or member of the Executive Board shall receive compensation for service in relation to the Board responsibility. However, upon approval of the Executive Board and upon submission of an itemized statement, any member of the Executive Board may be reimbursed for expenditures resulting from the performance of duties in connection with the Special Education District. Such reimbursement of expenditures shall not exceed the limits established in the annual budget.

## **ARTICLE VIII**

### **Administrative Personnel**

#### Section 1 -Director

The Joint Agreement shall have a state-approved Director and s/he will be the chief administrative officer of the program. S/he shall be employed, as provided in Section 10-22.31(c) of *The School Code*. S/he shall be evaluated by the Executive Board. The Executive Board shall provide a recommendation to the Governing Board concerning such employment and evaluation.

#### Section 2 - Scope and Limitations of Duties

The Governing Board upon recommendations of the Executive Board shall define and provide for the scope and limit of the duties, responsibilities and authority of the Director.

#### Section 3 - Terms of Employment

Administrative personnel shall be recommended for employment by the Director. Such personnel shall be under the direct supervision and control of the Director and shall perform such duties and have such responsibilities as the Director may define, subject to approval of the Executive Board and final approval of the Governing Board, which approval shall be granted or withheld in accordance with this Joint Agreement and any delegations made pursuant to this Joint Agreement.

## **ARTICLE IX**

### **Teaching and Other Certified Personnel**

#### Section 1 - The Cooperative Teachers

1. Teachers employed by the Joint Agreement are responsible to the administrative supervisor assigned to their classroom or geographical area.
2. The Joint Agreement teachers will be placed on the Joint Agreement's certified salary schedule.
3. Any full-time professional worker, as defined by the Illinois School Code, who is employed by a Joint Agreement program and spends over fifty percent (50%) of his or her time in one school district shall not be required to work a different teaching schedule than the other professional workers in that district.

## **ARTICLE X**

### **Educational Support Personnel**

#### Section 1 - Assignment/Duties of Educational Support Personnel

1. Educational Support Personnel employed by the Joint Agreement are responsible to the administrative supervisor assigned to their classroom or geographical area.
2. The Joint Agreement educational support personnel will be placed on the Joint Agreement's educational support personnel salary schedule. The Joint Agreement Director is responsible to ensure that all educational support personnel qualifications comport with current law(s).

## **ARTICLE XI**

### **Operation**

Special Education programs and services designed to serve children with disabilities in high prevalence categories shall be operated by local districts, either individually or collectively. Any arrangements with SESE to the contrary, shall be made by special contact with all costs borne by the districts involved.

Special Education programs and services designed to serve children with disabilities in low prevalence categories shall be operated by the local districts wherever feasible. SESE shall be responsible for the operation of only those special programs or services not efficiently, effectively, or appropriately provided through the local districts.

## **ARTICLE XII**

### **Budget**

#### Section 1 - Presentation of Budget

The Director shall present a tentative budget to the Executive Board at its regular meeting in the month of June preceding the commencement of the applicable fiscal year in order that the Executive Board may make recommendations for a final budget, which shall be adopted, or revised and adopted by the Governing Board, at the August meeting.

#### Section 2 - Revision of Budget

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 Board. Budgetary increases and amendments shall conform with the School Code of Illinois.

## **ARTICLE XIII**

### **Assessment Costs**

#### Section 1 – Member District Responsibility

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

SESE may issue debt certificates to finance capital improvements (including any debt certificates issued to refund or continue to refund such debt certificates, the “Project Debt”), subject to action of the Governing Board authorizing the issuance of the Project Debt. Interest on the Project Debt shall be payable on March 1 and September 1 of each year and principal of the Project Debt shall be payable on September 1 of each year. Each Member District shall, and hereby agrees to pay to the Joint Agreement its assessment of the debt service on the Project Debt as provided for in this Article.

#### Section 2 – Determination of Administrative and Program Cost

The share of administrative and program costs assessed to each Member District for each fiscal year shall be paid in the same proportion. Assessment cost is determined by the financial program need divided by the total member district student population according to the fall housing report of the year prior to the budget adoption.

Prior to the issuance of Project Debt not issued to refund prior Project Debt, any Member District may make a one-time payment to SESE (a “Prepayment”) for its share of cost of the capital improvements to be financed with such Project Debt (the “Project”). The amount of the Prepayment shall be determined by multiplying the total cost of the Project by the percentage of the proportion of the prepaying Member District’s total student population to the aggregate Member District student population according to the most recent fall housing report.

Debt service on the Project Debt shall be assessed to each Member District (other than any Member District that makes a Prepayment) on a fiscal year basis. For each fiscal year, assessment cost for Project Debt shall be determined for each such Member District by multiplying the debt service due on the Project Debt in the next succeeding calendar year by the percentage of the proportion of such Member District’s total student population to the aggregate Member District student population according to the most recent fall housing report.

Each school district that is a Member District at the time of the issuance of the Project Debt (other than any Member District that makes a Prepayment) will remain liable under the Joint Agreement for its share of debt service on the Project Debt, notwithstanding withdrawal from SESE. Any Member District (other than any Member District that makes a Prepayment) that withdraws or is removed from the Joint Agreement (each, a “Former Member District”) shall, and hereby agrees to continue

to pay to the Joint Agreement its assessment of the debt service on the Project Debt as provided for in this Article.

Section 3 – Fall Housing Report

As used in Section 2 above the term "fall housing report" shall mean the same, and be computed in the same manner as provided in the Illinois School Code.

Section 4 –Monthly Reports

Member districts shall be billed monthly upon the direction of the Director and such bills shall be paid within thirty (30) days of issuance of the bill.

Section 5 - Delinquent Bill

All bills issued by the Joint Agreement to the Member Districts shall be considered delinquent if not paid within thirty (30) days of issue. Further, delinquent bills shall bear an interest charge, as determined by the Executive Board, computed for the number of days elapsed from date of issue to the date of payment.

**ARTICLE XIV**

**Title in Property**

Title in all property shall be held by the Joint Agreement and not by the Member Districts as tenants in common unless otherwise agreed upon by the Governing Board.

**ARTICLE XV**

**Involuntary Removal of a Member District**

Section 1 -Condition of Membership

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, with the sole exclusion that any unspent Federal IDEA Part B Funds generated by the involuntarily removed member school district shall be returned to the involuntarily removed member school district according to the same procedures as a voluntarily withdrawing member school district.

## Section 2 - Removal

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 XVI**

### **Withdrawal from the Joint Agreement**

In the event that a Member District seeks withdrawal from South Eastern Special Education District, the following procedure shall be used:

#### Section 1: Notice

A member district wishing to voluntarily withdraw from South Eastern Special Education District must provide written notice no later than twelve (12) months prior to the requested effective date of withdrawal to the Governing Board and Executive Board of its intent to file a petition to withdraw. Said notice must be accompanied by a written resolution from the Member District's Board of Education approving the withdrawal.

#### Section 2: Statement of Recommendations

Within thirty (30) days of providing the notice in (a) above, the withdrawing district must present a written petition for withdrawal from this Joint Agreement. Upon consideration of the petition, the Executive Board and the Governing Board shall, separately or together, issue a statement of recommendations in response to the petition. That statement of recommendations shall be provided by certified mail to each Member District, including the withdrawing district, within sixty (60) days of receipt of the petition.

#### Section 3: Member District Action

Within sixty (60) days of receipt of the petition and statement of recommendations, the Board of Education of each Member District shall consider the petition, and shall pass a resolution either approving or denying the petition. Upon approval of each of the remaining Member Districts, the withdrawing district shall be withdrawn from South Eastern Special Education District the following July 1 and shall notify the Illinois State Board of Education of the approved withdrawal in writing.

#### Section 4: Regional Board of School Trustees Action

Should the petition not be approved by each Member District, and within ten (10) days of the expiration of the sixty (60) day period described Section 3, the Director of South Eastern Special Education District and the Superintendent of the withdrawing district shall cause a copy of the petition for withdrawal and the statement of recommendations to be filed with the Regional Board of School

Trustees in any county having jurisdiction over one or more of the Member Districts, pursuant to 105 ILCS 5/10-22.31(a). The Regional Board(s) of School Trustees having jurisdiction shall conduct a hearing on the petition as required by 105 ILCS 5/10-22.31(a).

#### Section 5: Rights and Obligations

In the event withdrawal from South Eastern Special Education District is granted by the procedures set forth herein in Section 3 or Section 4, the withdrawing Member District's share of the assets of South Eastern Special Education District shall be forfeited to South Eastern Special Education District, with the sole exclusion that any unspent Federal IDEA Part B Funds generated by students in the withdrawing district shall be returned to the withdrawing member district. The former Member District shall be entitled to no interest of any nature in the assets of South Eastern Special Education District, nor reimbursement therefore, but shall continue to be liable for all its obligations whether due on the date of withdrawal or accruing thereafter. Furthermore, the former Member District shall maintain its obligation to pay its proportionate share of the principal and interest on any bonds and notes as required by 105 ILCS 5/10-22.31, notwithstanding the district's withdrawal from membership. Any unspent Federal IDEA Part B Funds generated by students of the withdrawing Member District shall be returned to that Member District upon withdrawal.

### **ARTICLE XVII**

#### **Amendments**

##### Section 1 -Submission

Proposed amendments to these Articles may be submitted at any time by a Member District through the Executive Board or by the Executive Board 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 2 -Governing Board Action

To amend these Articles, an amendment shall be presented by any member of the Governing Board. Such amendment shall be presented to the Governing Board Members at any regular or special meeting, and shall be acted upon by the Governing Board at its next meeting, which may not be held until twenty (20) days shall have expired. An amendment is adopted when three-fifths (3/5) of the Governing Board Members approve as determined by a roll call vote.

## **ARTICLE XIX**

### **Special Agreements**

#### Section 1 -Special Agreements

The Joint Agreements may accept children from other than member school districts. The Director will plan for placement and may negotiate necessary financial arrangements within the receiving district.

## **ARTICLE XX**

### **Contracts**

#### Section 1 -Assumption of assets, liabilities and obligations

SESE and its Governing Board shall receive all the assets and assume all the liabilities and obligations of SESE, including SESE's liabilities and obligations under any contracts with its employees and any contracts with its vendors.

## **ARTICLE XXI**

### **Dissolution**

#### Section 1 -Procedure for Voluntary Dissolution by Governing Board

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:

1. Any member of the Governing Board may file a Resolution in writing with the Chair proposing that the Joint Agreement be dissolved voluntarily, and directly that the 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.
2. 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".
3. Such Motion shall be filed at least twelve (12) months prior to the requested effective date of the dissolution.



## Section 2 - Effect of Dissolution

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:

1. Collecting its assets;
2. Liquidating and/or disposing of its assets;
3. Discharging or making provision for discharging its liabilities;
4. Distributing its remaining assets on a prorata basis among the member districts based upon adjusted EAV as computed in 105 ILCS 5/10-22.31 (f);
5. Causing the honorable dismissal of or otherwise terminating the Joint Agreement's employees; and
6. Doing such other acts as are necessary to wind up and liquidate its business and affairs.

Notwithstanding the provisions of this Article, dissolution will only take effect if (a) the Project Debt has been paid and canceled, (b) sufficient sums have been deposited with a bond registrar, paying agent or similar institution to pay all principal and interest due on the Project Debt, or (c) sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with a bond registrar, paying agent or similar institution to pay, taking into account investment earnings on such obligations, all principal and interest due on the Project Debt at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement. In order to provide for the defeasance of the Project Debt, if necessary, following the approval of dissolution by the Governing Board, SESE will bill all Member Districts and Former Member Districts (other than any Member District that makes a Prepayment) for a portion of the aggregate amount necessary to pay and cancel the Project Debt or establish escrow sufficient to pay and cancel the Project Debt, which amount may be reduced by the use of lawfully available funds of SESE, as determined by the Governing Board, for such purpose. The portion to be billed to each Member District and each Former Member District will be determined based on assessment as provided for in Article XIII.

## ARTICLE XXII

### Effect of Agreement

#### Section 1 - Savings Clause

In the event that any section or part of any section of this 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.

### ANNUAL DELEGATION AND DEFINITION OF DUTIES

#### I. Executive Board

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

1. Have prepared all necessary legal documents.
2. Expend funds within limits as provided in the adopted budget for the fiscal year.
3. Derive formula and information necessary to establish costs for membership fees and services.
4. Contract for services of attorneys and auditors.
5. 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.
6. Bill each member school district for its share of the costs of the programs and of administration.
7. Insure that all reports and claims necessary to meet statutory or other requirements are properly prepared and filed.
8. Employ all staff except the Director.
9. 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 Sections 24-11 and 24-12 of the School Code.

10. Establish an imprest fund in accordance with the provisions of Section 10-20.9 of The School Code.
11. Make recommendations to the Governing Board regarding the hiring and/or dismissal of the Joint Agreement Director.
12. Recommend to the Governing Board contractual agreements between the Joint Agreement and unions representing the Joint Agreement employees.
13. Recommend to the Governing Board the annual budget.
14. Contract for purchase or lease of supplies and equipment.
15. Arrange for purchase or lease of space.
16. Contract for telephone, utilities, fuel, maintenance and repair of building sites and facilities as may be necessary.
17. Make such applications for state or federal aid and cooperate with the member districts in making such applications as are necessary.
18. Enter into agreements with any agency deemed appropriate.
19. Meeting and agenda
  - a. Meetings shall be held monthly with the times and dates thereof to be established annually by the Governing Board or Executive Board.
  - b. Notice shall be given at least ten days in advance of any change in the regular meeting date, place or time.
  - c. Place matters on its agenda which shall be timely, brought to its attention by a member district or the Superintendent of a member district.
    - (1) Items to be placed on the agenda should reach the Director one week before the meeting.
    - (2) Visitors can be heard after the Board has approved the Minutes of the previous meeting. In the event Board action is requested, the Board will decide or notify if and when action is to be taken.

The Joint Agreement Governing Board retains final authority regarding: hiring and dismissal of the Director and other staff members; approval of contracts between the Joint Agreement and employee unions and between the Joint Agreement and its employees; approval of the purchase of real estate and new construction of buildings; approval of the annual budget; and any other item not addressed in the aforementioned authorities.

## **II. Definition of Duties of the Director**

The Director shall be the Chief Administrative Officer of the organization and as such the Director's duties, responsibilities and authorities shall include:

1. Serve as the Chief Administrative Officer of the South Eastern Special Education District under direct supervision of the Executive Board and the Governing Board.
2. Administer, coordinate and supervise Special Education Programs of the South Eastern 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 South Eastern Special Education District 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 and maintain all payroll and benefit policies and procedures.
  - e) Prepare and submit all budgets and budget amendments to the Executive Board for recommendation to the Governing Board.
7. Recommend the employment of all personnel.
8. Assign duties and responsibilities to all South Eastern Special Education District staff.
9. Supervise and evaluate or cause to be evaluated all staff of the South Eastern Special Education District.
10. Implement and supervise all other related activities as assigned by the Executive Board or Governing Board of the South Eastern Special Education District.

# **South Eastern Special Education**

## **District BYLAWS**

**Adopted**

**August 26, 2004**

**Amended**

**August 18, 2015**

SOUTH EASTERN SPECIAL EDUCATION  
DISTRICT

BYLAWS

Adopted

August 26, 2004

Amended

August 18, 2015

# BY LAWS OF THE SOUTH EASTERN SPECIAL EDUCATION DISTRICT

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**BYLAWS OF  
SOUTH EASTERN SPECIAL EDUCATION JOINT AGREEMENT**

**ARTICLE I**

**NAME AND PURPOSE OF THE JOINT AGREEMENT**

Section 1- Name

The name of this joint agreement shall be South Eastern Special Education District, hereinafter referred to as SESE.

Section 2 - Purpose

The purpose of SESE shall be to plan, coordinate and provide special education programs, services and facilities for children with disabilities of the member school districts as specified in the Articles of Joint Agreement.

**ARTICLE II**

**MEMBER DISTRICTS**

Section 1 - Membership Defined

Each public school district which is a member of SESE shall be known and is hereinafter referred to as a "Member District."

Section 2 - Membership Application/Petition

A. Eligibility for Membership

To be eligible for membership, a school district shall not be a part of any other special education joint agreement district. A district making application for membership shall present evidence of no fiscal or legal obligations to another special education joint agreement program operated pursuant to Section 3-15.14 or 10-22.31 of the Illinois School Code (105 ILCS 5/3-15.14 and 5/10-2.31).

B. Approval of Application

Any school district not a member of this Joint Agreement may, upon submission of a proper resolution by its Board of Education petition for membership in SESE as required by the Articles of Joint Agreement and these Bylaws.

**ARTICLE III**

**Governing Board**

Section 1 - Legal and Fiscal Agent

The Governing Board shall be the legal and fiscal agent of SESE as provided in the Articles of Joint Agreement and 105 ILCS 5/10-22.31.

## Section 2 - Membership

### A. Composition of Governing Board and Appointment of Members

There shall be a Governing Board consisting of one member of the board of education from each Member District. The Member District shall appoint one of its board members to serve as the representative of the school district, said appointment to occur at the board of education meeting following a school board election as required by the Articles of Joint Agreement. The Member District may appoint an alternate school board member to serve in the absence of the designated representative,

### B. Vacancy

In the event of a vacancy, or until the Member District representative is appointed, the president of the board of education of the Member District shall serve as the Member District's representative on the Governing Board as required by the Articles of Joint Agreement.

At the organizational meeting, immediately following a school board election or at other times when vacancies may occur, the Board of Education of each Member District may designate others of its membership or its District Superintendent to serve as proxy voters at meetings of the Governing Board. Such proxy votes may act on the Member Districts' behalf only during the absence of the designated member. Proxy voters must identify themselves during the roll call of each meeting of the Governing Board. The proxy shall designate the person who shall cast the proxy vote and how such vote shall be cast. Such proxy votes shall only be exercised on matters specified in the agenda for the meeting of the Governing Board provided to the member prior to the submission of the proxy. No proxy shall be valid after the date of the meeting for which it was given.

### C. Term of Membership

Membership on the Governing Board shall terminate under the following circumstances as required by the Articles of Joint Agreement:

1. At the regular meeting of each Member District's board of education immediately following a school board election.
2. Upon resignation of the Governing Board Member or resignation from the board of education of the Member District.

## Section 3 - Officers and Terms of Office

### A. Chair, Vice Chair and Secretary

There shall be a Chair, Vice-Chair and Secretary elected at the first regular meeting of the school term, for a term of one year, beginning immediately, as required by the Articles of Joint Agreement.

### B. Treasurer and a Recording Secretary

A Treasurer and Recording Secretary shall be appointed by the Governing Board as required by the Articles of Joint Agreement after considering recommendations of the Director and Executive Board.

## Section 4 - Duties/Responsibilities of the Governing Board

The Governing Board shall have those duties and responsibilities as specified in the Articles of Joint Agreement and these Bylaws.

#### Section 5 - Authority of the Governing Board

The authority of the Governing Board shall be as specified in the Articles of Joint Agreement.

#### Section 6 - Meetings of the Governing Board

##### A. Regular Meetings

The Governing Board shall meet at least two times each year as required by the Articles of Joint Agreement and at other times as deemed necessary for the proper operation of SESE. The Governing Board shall prior to July 1 of each year establish a schedule of dates, times and places for the regular meetings. Public notice of such schedule shall be provided at the beginning of each fiscal year and shall comply with notice requirements of the Illinois Open Meetings Act

##### B. Special Meetings of the Governing Board

Special meetings of the Governing Board may be called as provided in the Articles of Joint Agreement. Only those items specified on the agenda shall be considered at a special meeting.

##### C. Notice Requirements for Meetings

1. Public notice requirements for regular and special meetings shall be as specified in the Open Meetings Act and these Bylaws.
2. A special meeting notice, including signatures of those members who petitioned for said meeting, shall also be delivered to all members of the Governing Board, by U.S. Mail, facsimile or e-mail. If the notice is sent by U.S. mail, the notice shall be postmarked at least three (3) calendar days prior to the date of the meeting. Notices transmitted by facsimile or e-mail shall be transmitted and dated at least two calendar days prior to the date of the meeting. The notice shall include the date, time, location and agenda of the meeting. Only those items specified on the agenda shall be considered at a special meeting.

##### D. Governing Board Agenda

1. An agenda for each regular or special meeting shall be posted at the SESE central office in advance of the meeting as required by the Illinois Open Meetings Act. The Director of SESE shall assist the Governing Board in the preparation of the agenda for all meetings of the Board.

##### E. Minutes

1. The Governing Board shall keep written minutes of all open meetings and a verbatim record of closed meetings in the form of an audio or video recording as required by the Illinois Open Meetings Act. Minutes shall include, but not be limited to: a) the date, time and place of the meeting, b) a record of the members who are present or absent at the meeting and c) a summary discussion of all items proposed, deliberated, or decided and a record of any votes taken.

A copy of the minutes of the Governing Board shall be given to the Executive Board and the Director.

F. Quorum and Voting Procedures

1. Quorum

A quorum shall consist of a majority of the members of the Governing Board as required by the Articles of Joint Agreement.

2. Voting

Measures shall be passed by majority vote of those present at a meeting of the Governing Board when the existence of a quorum has been established as required by the Articles of Joint Agreement. Each member District of the Board shall have one (1) vote.

G. Procedures for Meetings

All meetings of the Governing Board shall be governed by the Illinois Open Meetings Act, Roberts Rules of Order and such other procedures and regulations adopted by the Governing Board or specified in these Bylaws. The Illinois Open Meetings Act as amended shall take precedence over any provisions herein which are in conflict with said Act.

**ARTICLE IV**

**EXECUTIVE BOARD**

Section 1 - Membership of the Executive Board

The Executive Board shall consist of one superintendent from each Member District as required by the Articles of Joint Agreement.

Section 2 - Officers and Terms of Office

The Executive Board shall elect a Chair, a Vice Chair and Secretary to serve a one year term as required by the Articles of Joint Agreement. The Executive Board shall also appoint a Recording Secretary who shall serve at the will of the Executive Board.

Section 3 - Duties/Responsibilities of the Executive Board

A. Duties and Responsibilities

The duties and responsibilities of the Executive Board shall be as specified in the Articles of Joint Agreement and these Bylaws, including the following:

1. Manage, direct and administer the management function in the day to day conduct of SESE operations

2. Review and recommend to the Governing Board the job descriptions for all employees of SESE,
3. Approve the minutes of its meetings,
4. Make recommendations regarding all contractual services that are within the limits of the budget,
5. Withhold, or cause to be withheld federal and state special educational funds from Member Districts found to be in gross noncompliance with federal and state laws and regulations based upon evaluations conducted by the Illinois State Board of Education and/or the Executive Board.
6. Submit to the Governing Board an annual financial statement exhibiting the financial condition of the program for the fiscal year ending immediately preceding June 30.
7. Assess each Member District for their proportionate share of the costs of administration, programs and/or services provided by SESE pursuant to the Articles of Joint Agreement, these Bylaws and policies and procedures adopted by the Governing Board and the Executive Board.
8. Determine those special programs or services most efficiently, effectively, or appropriately provided by SESE.

#### B. Delegation of Duties to the Executive Board

Any of the duties and responsibilities of the Executive Board enumerated in these Bylaws which are not specifically referenced in the Articles of Joint Agreement are delegated to the Executive Board by the Governing Board as a consequence of the adoption by the Governing Board of the Bylaws enumerating said duties and responsibilities.

#### Section 4 – Authority of the Executive Board

The Executive Board shall have such management authority as specified in the Articles of Joint Agreement and these Bylaws.

The Executive Board shall have the authority to withhold, or cause to be withheld, federal and state special educational funds from Member Districts found to be in gross noncompliance with federal and state laws and regulations based upon evaluations conducted by the Illinois State Board of Education and/or the Executive Board. Such action shall take place as a last resort when all other remedial attempts have failed or when the action of said districts jeopardizes funding of all other districts within SESE.

#### Section 5 – Meetings of the Executive Board

##### A. Regular Meetings

Meetings of the Executive Board shall be held as specified in SESE Bylaws and at other times as deemed necessary, with the times and dates of regular meetings to be established annually by the Governing Board or Executive Board, subject to revision by the Executive Board as necessary. A schedule of dates, times and places for the regular meetings shall be established prior to July 1 of each year. Public notice of such schedule shall be provided at the beginning of each fiscal year and shall comply with notice requirements of the Illinois Open Meetings Act.

## B. Special Meetings

A Special Meeting of the Executive Board may be called by three members of the Executive Board, the Director or the Chair of the Executive Board. Only those items specified on the agenda shall be considered at a special meeting.

## C. Procedures for Meetings

All Executive Board meetings shall be conducted in accordance with the Open Meetings Act, Roberts Rules of Order and such other procedures and regulations adopted by the Executive Board or specified in these Bylaws. The Illinois Open Meetings Act as amended shall take precedence over any provisions herein which are in conflict with said Act.

## D. Notice Requirements

1. Public notice requirements for regular and special meetings shall be as specified in these Bylaws and the Open Meetings Act.
2. A special meetings notice, including signatures of those members who petitioned for said meeting, shall also be delivered to all members of the Executive Board by U.S. mail, telephone, facsimile or e-mail. If the notice is sent by U.S. mail, the notice shall be postmarked at least three (3) calendar days prior to the date of the meeting. Notices transmitted by facsimile or e-mail shall be transmitted and dated at least two calendar days prior to the date of the meeting. The notice shall include the date, time, location and agenda of the meeting. Only those items specified on the agenda shall be considered at a special meeting.

## E. Quorum and Voting Procedures

### 1. Quorum

A quorum shall consist of a majority of the members of the Executive Board as required by the Articles of Joint Agreement.

### 2. Voting

Measures shall be passed by majority vote of those present at a meeting of the Executive Board when the existence of a quorum has been established as required by the Articles of Joint Agreement. Each Member District will have one (1) vote.

## **ARTICLE V**

### **ADMINISTRATIVE STRUCTURE**

#### Section 1 - Director

##### A. Chief Administrative Officer

The SESE shall have a state-approved Director who shall be the chief administrative officer of SESE. The Director shall be employed, as provided in Section 10-22.31 of the Illinois School Code (105 ILCS 5/10-22.31).

## B. Qualifications

The Director shall have knowledge of special education programs and services and shall have previous experience in the field of special education. The Director shall be qualified and eligible for state reimbursement under Article 14 of the School Code of Illinois and approved by the Illinois State Board of Education as the State-approved Director.

## C. Duties of the Director

The Director shall: a) provide coordination and direction for SESE special education programs and services and personnel employed by SESE, b) assist the Executive Board and the Governing Board in the execution of the duties and responsibilities of said boards, and c) provide such leadership and perform such administrative duties as are consistent with the position of Director and that of a chief administrative officer including those set forth in the job description of the position adopted by the Governing Board.

The Director shall make all recommendations for employment of SESE personnel. Such personnel shall be under the direct supervision and control of the Director and shall perform such duties and have such responsibilities as provided in job descriptions for their respective positions as adopted by the Governing Board.

The Director shall ensure that all employees recommended for employment by SESE have the appropriate licensure and/or certification necessary to perform the duties of their respective positions as required by relevant federal and state statutes and regulations.

### Section 2 - SESE Teachers and Other Certificated Personnel

Duties and responsibilities of SESE teachers and other certificated personnel shall be delineated in their respective job descriptions adopted by the Governing Board.

### Section 3 - Educational Support Personnel

Duties and responsibilities of educational support personnel shall be delineated in job descriptions adopted by the Governing Board.

### Section 4 - Qualifications of SESE Personnel and Consultants

All SESE staff, including consultant staff, shall hold approval, certification and/accreditation appropriate for their area of responsibility/duty as required by applicable state or federal law.

## **ARTICLE VI**

### **SPECIAL EDUCATION PROGRAMS AND SERVICES PROVIDED BY SESE**

SESE shall provide those special programs or services determined by the Executive Board to be most efficiently, effectively, or appropriately provided by SESE as required by the Articles of Joint Agreement. Said programs and services shall be provided consistent with 105 ILCS 5/14-1.01 et. seq., all other applicable federal and state statutes and regulations, the Articles of Joint Agreement and these Bylaws.

## **ARTICLE VII**

### **FINANCE**

#### Section 1 – Annual Budget

##### A. Budget Preparation and Adoption

A proposed annual budget shall be prepared by the Director and submitted to the Executive Board at a regular or special meeting preceding the commencement of the applicable fiscal year in order that the Executive Board may make recommendations to the Governing Board for a final budget as required by the Articles of Joint Agreement. The budget shall include an estimated breakdown of costs for all anticipated and proposed programs. The final budget shall be adopted by the Governing Board, no later than August of each calendar year. The budget submitted to the Illinois State Board of Education shall be detailed and on the form required by the Illinois State Board of Education.

##### B. Revision of Annual Budget

The Governing Board may amend the adopted budget or any items thereof as provided in the Articles of Joint Agreement.

#### Section 2- Operational Costs of SESE

##### A. Member District Responsibility

Each Member District shall pay to SESE its assessment of the operational costs of SESE as required by the Articles of Joint Agreement and these Bylaws which shall include administrative and program costs as determined by the Executive Board

##### B. Fiscal Year

The fiscal year of SESE shall begin on July 1st of each year and end on June 30th of the following calendar year.

## **ARTICLE VIII**

### **SPECIAL AGREEMENTS AND REAL ESTATE PURCHASES**

#### Section 1 - Special Agreements/Contractual Relationships

SESE may enter into special agreements and contracts to further the interest and purposes of SESE. SESE may also enter into agreements with non-member school districts to provide services to students of said districts as provided by the Articles of Joint Agreement and upon terms and conditions as determined by the Executive Board.

#### Section 2 -Real Estate Purchases

SESE may purchase real estate and hold title to said property as provided for in the Articles of Joint Agreement and these Bylaws.



## ARTICLE IX

### INDEMNIFICATION

SESE shall provide for the indemnification of employees of SESE and members of the Executive Board and the Governing Board as provided by the Articles of Joint Agreement and these Bylaws.

Indemnification shall not be provided in cases of official misconduct or gross negligence of the individual or for actions taken outside the scope of their official duties as employees or as members of the Governing Board or Executive Board.

## ARTICLE X

### PROCEDURES FOR VOLUNTARY WITHDRAWAL AND INVOLUNTARY REMOVAL OF A SCHOOL DISTRICT FROM SESE

#### Section 1 - Involuntary Removal of a Member District

##### A. Condition of Membership

Membership in the Joint Agreement is conditioned upon compliance with obligations assumed by Member Districts upon becoming a member of the Joint Agreement. Hence, involuntary removal is not equivalent to a voluntary withdrawal and is not subject to voluntary removal or withdrawal procedures, with the sole exclusion that any unspent Federal IDEA Part B Funds generated by the involuntarily removed member school district shall be returned to the involuntarily removed member school district according to the same procedures as a voluntarily withdrawing member school district.

##### B. Procedures for Removal of Member District

1. Procedures for involuntary removal of a Member District from SESE shall be as specified in the Articles of Joint Agreement and these Bylaws.
2. If a Member District of SESE fails for a period of one year to meet its obligations and responsibilities under the Articles of Joint Agreement and Bylaws, including failure to make any timely payments required of it, then such District may be removed from membership of SESE as follows:
  - a) The Executive Board shall make recommendation to the Governing Board for involuntary removal of a Member District.
  - b) The Governing Board shall approve a resolution to remove the Member District from membership in SESE.
  - c) A written notice shall be forwarded to the board of education of the Member District in question specifying in detail the items which the Governing Board deems sufficient cause to justify removal of the District from SESE. The notification shall specify the period of time in which such items are to be corrected or appropriate correction steps are to be taken.

If the Member District fails to take such steps to the satisfaction of the Governing Board within the specified time, the Governing Board shall, upon reasonable notice, call a special meeting at which time the matter shall be brought before the Governing Board for hearing and

action. At least ten (10) days written notice of the time and place of such hearing shall be given to the Member District alleged to be in violation of this agreement by certified mail addressed to the Superintendent of said District. The Member District in question shall be permitted to appear and to submit reasons why it should not be removed from membership.

- d) A two-thirds vote of the members present at a meeting of the Governing Board, provided a quorum has been established, shall be required to terminate the membership of a Member District in SESE as provided by the Articles of Joint Agreement and these Bylaws.

#### Section 2- Voluntary Withdrawal by Member District

Procedures for voluntary withdrawal by a Member District from SESE shall be as provided in the Articles of Joint Agreement and these Bylaws.

#### Section 3 - Satisfaction of Member District Obligation

In the event of voluntary withdrawal or involuntary removal of any Member District from SESE, said District will be reimbursed for any money due the Member District and shall make payment of any outstanding financial obligations under these Bylaws and Articles of Joint Agreement to SESE through June 30 of the year of withdrawal or removal.

### **ARTICLE XI**

#### **DISSOLUTION OF SESE**

A voluntary dissolution of the Joint Agreement may be authorized by a vote of two-thirds of the entire membership of the Governing Board as required by the Articles of Joint Agreement:

### **ARTICLE XII**

#### **EFFECTIVE DATE FOR BYLAWS AND AMENDMENTS TO THE BYLAWS**

##### Section 1 - Effective Date for Bylaws

These Bylaws shall become effective upon adoption by a majority vote of the members of the Governing Board.

##### Section 2 - Proposed Amendments to Bylaws

Proposed amendments to these Bylaws may be submitted at any time by a member of the Governing Board. The Amendment shall first be presented to the Executive Board. The Executive Board shall review the proposed amendment and forward the proposed amendment to the Chairman of the Governing Board with the Executive Board's recommendation. The Amendment shall be presented to the Governing Board at its next regularly scheduled meeting or at a special meeting of the Governing Board called for such purpose.

### Section 3- Governing Board Action

Proposed amendments introduced at a meeting of the Governing Board shall not be acted upon until the next meeting of the Governing Board. Notice of the proposed amendment shall be mailed to the members of the Governing Board at least five (5) days prior to the initial meeting when presented for consideration.

The Governing Board shall have at least twenty (20) calendar days to review the proposed amendment after its introduction prior to taking any action on the proposed amendment. Any proposed amendment which receives the favorable vote of a majority of the entire membership of the Governing Board at a meeting of the Governing Board shall become effective on the date of adoption or such subsequent effective date as specified in the proposed amendment. Any amendments to these Bylaws shall be posted herein below in Section 4 of this Article and shall specify the date on which the Governing Board approved said amendment.

### Section 4- Amendments

There shall be a Chair, Vice-Chair and Secretary elected at the first regular meeting of the school term, for a term of one year, beginning immediately, as required by the Articles of Joint Agreement.