

**SPECIAL EDUCATION JOINT AGREEMENT FOR THE
MACON-PIATT SPECIAL EDUCATION DISTRICT**

This Agreement is entered into this 22 day of March, 2010 by and between the Board of Education of the Argenta-Oreana Community Unit School District No. 1, the Board of Education of the Atwood-Hammond Community Unit School District No. 39, the Board of Education of the Bement Community Unit School District No. 5, the Board of Education of the Central A & M Community Unit School District No. 21, the Board of Education of the Cerro Gordo Community Unit School District No. 100, the Board of Education of the Decatur Public Schools No. 61, the Board of Education of the DeLand-Weldon Community Unit School District No. 57, the Board of Education of the Maroa-Forsyth Community Unit School District No. 2, the Board of Education of the Meridian Community Unit School District No. 15, the Board of Education of the Monticello Community Unit School District No. 25, the Board of Education of the Mt. Zion Community Unit School District No. 3, the Board of Education of the Sangamon Valley Community Unit School District No. 9, and the Board of Education of the Warrensburg-Latham Community Unit School District No. 11 (collectively referred to as "Member Districts" or "Boards of Education").

RECITALS

WHEREAS, the Member Districts are school districts organized and operating under the *Illinois School Code*, as amended; and

WHEREAS, Section 10 of the Constitution of the State of Illinois and the *Intergovernmental Cooperation Act* authorize 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; and

WHEREAS, Section 10-22.31 of *The 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 School Code*; and

WHEREAS, the Macon-Piatt Special Education District (hereinafter "MPSED" or "Joint Agreement") is a special education joint agreement organized and existing pursuant to Section 10-22.31 of *The School Code*; and

WHEREAS, annually, an administrative district shall be designated to serve as the legal and fiscal agent of the Joint Agreement; and

WHEREAS, under the terms of the *Intergovernmental Cooperation Act*, an agreement is necessary to establish the obligations of the Member Districts to the Macon-Piatt Special Education District and the obligations of the Macon-Piatt Special Education District 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 Macon-Piatt Special Education District (hereinafter "MPSED" or "Joint Agreement").

Section 1.2 This Joint Agreement is established as a Joint Agreement pursuant to the authority of the *Intergovernmental Cooperation Act* and Section 10-22.31 of *The School Code*.

ARTICLE II

ADMINISTRATIVE DISTRICT

Section 2.1 As provided for by Section 10-22.31 of *The School Code*, the administrative district shall serve as the administrative district on behalf of the Joint Agreement.

Section 2.2 The administrative district's term shall coincide with the fiscal year of the Joint Agreement with such appointment continuing until the occurrence of one of the events contained in *Section 2.3*, below.

Section 2.3 The administrative district will serve in its capacity as administrative district on behalf of the Joint Agreement until one of the following events occur:

Section 2.3.a The designated administrative district provides notice to the Chairperson of the Executive Board and the Director of Special Education no later than July 1 of its intent to no longer serve as the administrative district for the following fiscal year. By way of illustration of the preceding sentence, if the administrative district determines that it will no longer serve as the administrative district commencing July 1, 2010, notice to the Executive Board Chairperson and Director of Special Education must be provided by July 1, 2009.

Section 2.3.b The Executive Board, by majority vote of the entire Executive Board, names a successor administrative district. In such event, at least one year's notice (on or before July 1) prior to the effective change in administrative district shall be provided to the both the current and successor administrative districts. Any such transition of administrative districts shall occur at Midnight on July 1.

Section 2.4 The administrative district 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 2.5 The administrative district shall exercise those powers required under the *Illinois School Code*, including but not limited to, the following:

Section 2.5.a Hold an annual budget hearing and approve the final budget, which shall be by a majority vote of the entire administrative district board of education.

Section 2.5.b Ratify the employment and appointment of employees, including a Special Education Director. The Administrative District shall only ratify the employment and appointment of the Special Education Director upon approval of eighty (80%) percent of the Executive Board voting on such recommended employment and appointment. The Administrative District Board shall also adopt appropriate resolutions to 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 Board.

Section 2.5.c Enter into other agreements as necessary for the efficient and effective provision of special education services to students residing in the Joint Agreement territory. Such action shall be taken only upon the advice and consent of the Executive Board.

Section 2.5.d Take any action which by law may only be taken by the Administrative District Board of Education.

Section 2.5.e Comply with the 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 2.5.f Authorize the incurring of indebtedness within the annual budget for the Joint Agreement. Indebtedness shall only be authorized by the Administrative District upon eighty (80%) approval of the Executive Board voting on such recommended incurring of indebtedness.

Section 2.6 The Joint Agreement and its member districts assume full and complete responsibility for the proper and lawful operation of the Joint Agreement, its financial responsibilities, programming, personnel and services, to the maximum extent permitted by law, and for advising, recommending or approving such actions to the Administrative District as are needed or required for the Joint Agreement to properly and lawfully function. The relationship of the Administrative District to the Joint Agreement shall be solely as the agent of the Joint Agreement, to complete or ratify such legal, financial or operational actions, recommendations

or decisions as may be made by the Joint Agreement and required of the Administrative District for the proper, lawful operation of the Joint Agreement. The Joint Agreement and its member districts hereby assume joint liability for any actions or omissions by, consequences to or claims or actions against the Administrative District while the Administrative District is serving in its role as agent and administrative district for the Joint Agreement. The Joint Agreement and its member districts further agree to hold the Administrative District, its board of education, administrators, employees and agents, harmless from any and all claims, actions, or liabilities, including the costs and fees related to the defense thereof, resulting from the Administrative District serving in the capacity of administrative district and agent for the Joint Agreement, and in the implementation of the responsibilities of the Administrative District under this Agreement.

Notwithstanding the above protections afforded the Administrative District while serving as Administrative District and agent of the Joint Agreement, the Administrative District shall remain equally responsible for the above indemnification and representation in its capacity as a member district of the Joint Agreement.

The above protections are not intended to cover or apply to disputes which may arise solely between the Joint Agreement and/or its member districts or any single member district, and the Administrative District, in relation to the operation of the Joint Agreement or the proper implementation of this Agreement.

Section 2.7 MPSED shall maintain on its behalf normal and customary policy(ies) of insurance. Such policy(ies) shall protect MPSED for any errors and omissions of its Executive Board and its administrative district (for those actions taken on behalf of MPSED by the administrative district), liability for property and/or personal injury, and insurance protecting

against worker's compensation claims. All insurance policies shall name the Member Districts as an additional insured, insuring them against all actions by and on behalf of MPSED.

ARTICLE III

ORGANIZATIONAL STRUCTURE – EXECUTIVE BOARD

Section 3.1 The Executive Board shall have the authority to direct the ongoing operations of the Joint Agreement in accordance with the terms of this Agreement.

Section 3.2 The Executive Board shall consist of the appointed Superintendents of Member Districts (or his/her authorized designee). The Regional Superintendent of Schools of the Counties of Macon and Piatt shall be an *ex officio* member of the Executive Board, and, therefore, be non-voting, advisory member. Further, the Regional Superintendent's presence or absence from such a meeting shall not be determinative of whether or not a quorum exists.

Section 3.3 The Executive Board 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 Board. Unless otherwise stated herein, measures shall be deemed passed when approved by a majority of those Executive Board members present who vote on an issue. Each member shall have one vote. An abstention shall not be considered a vote. The Executive Board is subject to *The Open Meetings Act* and shall operate in accordance with such Act. Further, its meetings shall be held in accordance with the policies adopted by MPSED.

Section 3.4 Annually, the Executive Board shall appoint, by a majority vote of those attending a duly called meeting, a Chairperson, a Vice-Chairperson and a Secretary. The Secretary may, but is not required to be, a member of the Executive Board.

Section 3.5 The Executive Board shall exercise such powers and duties consistent with this Agreement and in the best interest of the MPSED. Such duties shall include, but not be limited to the following:

Section 3.5.a Employ a Special Education Director upon approval by eighty (80%) percent of the Executive Board voting on such recommended employment and appointment and subject to ratification by the Administrative District.

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

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 approved budget.

Section 3.5.e Negotiate, or direct the Administrative District on behalf of the Joint Agreement to enter into 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.

ARTICLE IV

ADMINISTRATION

Section 4.1 The Administrative District, with the advice and consent of the Executive Board, 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 School Code*. The Special Education Director shall be evaluated by and report to the Executive Board.

Section 4.2 The Executive Board shall define and provide for the scope and limit of the duties, responsibilities and authority of the Director.

Section 4.3 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 Board, from such locations as it may determine is in the best interests of the Joint Agreement.

Section 4.4 The Joint Agreement shall exercise all such duties and obligations for the safe and efficient administration of the MPSED's program. Such duties and obligations shall include, but not be limited to, the employment, appointment and dismissal of MPSED employees. Such approval is, however, subject to ratification by the administrative district.

ARTICLE V

FINANCIAL OBLIGATIONS OF MPSED AND THE RESPECTIVE MEMBER DISTRICTS

Section 5.1 Annually, the Administrative District, with the advice and consent of the Executive Board, shall approve a Budget for the Joint Agreement programs. Such Budget shall be approved in accordance with the following:

Section 5.1.a The Director shall present a tentative budget to the Executive Board at its regular meeting on or before the Executive Board's July regular meeting of the applicable fiscal year in order that the Executive Board may make recommendations for a final budget. Such final recommended budget shall be approved by eighty (80%) percent of the Executive Board attending and voting on the recommended final budget. Upon such required approval, the recommended final budget shall be provided to the Administrative District Board of Education for approval no later than September 30th of the then current fiscal year.

Section 5.1.b Within five (5) days after adoption the Secretary shall serve by United States mail, a copy thereof, as finally adopted by the Administrative District Board of Education, upon the Secretary of the Board of Education of each Member District and the County Clerk of each County encompassed by the Joint Agreement.

Section 5.1.c After adoption of the budget for any fiscal year, the Administrative District Board of Education may amend the same, or any items, thereof, at any time after considering the recommendations of the Executive

Board. Such proposed budget amendment(s) shall first be approved by eighty (80%) percent of the Executive Committee attending and voting on the proposed amendment(s). Such change(s) shall be made only upon the advice and consent of the Executive Board. Budgetary increases and amendments shall conform with *The School Code*.

Section 5.1.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 and the County Clerk of each County encompassed by the Joint Agreement

Section 5.1.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 5.2 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 5.2.a Annually, the Special Education Director shall submit to the Executive Board a recommended formula for determining each Member District's proportionate share of the operating expenses of MPSED. Such recommendation shall be approved by eighty (80%) percent of the Executive Board attending and voting on such formula. Such approval is required prior to the Administrative District Board of Education's adoption of the annual budget.

Section 5.2.b 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. Each Member District shall be responsible to timely remit all assessments.

Section 5.2.c The Special Education Director, after receiving the advice and consent of the Executive Board, shall periodically bill the Member Districts for their respective proportionate share of the operating expenses of the MPSED.

Section 5.2.d In the event the Executive Board determines that the final pro rata share of any Member District for any fiscal year is less than its payment made under the provisions of Section 5.2.c, the Executive Board may (a) refund any excess proportionate share to such Member District; or (b) carry-over such proportionate share to the following fiscal year with such Member District receiving a credit for such carry-over.

Section 5.2.e In the event the Executive Board determines that the final pro rata share of any Member District for any fiscal year is greater than its payment made under the provisions of Section 5.2.c, the Member District shall,

within thirty (30) days after the Executive Board makes such determination and provides notice to the Member District(s), pay all amounts due and owing to the Joint Agreement.

Section 5.3 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 MPSED or a Member District.

ARTICLE VI

TEACHERS AND OTHER PERSONNEL

Section 6.1 The Special Education Director shall annually establish the work assignment for MPSED teachers and other certified personnel. Such assignment shall be consistent with any collective bargaining agreement in effect. Further, the Special Education Director shall assign a Member District administrator and/or MPSED administrator to provide direct or co-supervision of MPSED teachers and other certified personnel. Such supervision shall be in accordance with any collective bargaining agreement in effect. No Member District administrator shall be assigned supervisory responsibilities without the consent of the Member District superintendent of schools. Any full-time professional employee who spends greater than fifty (50%) percent of the his/her assigned duties during the school year in one Member District shall adhere to and follow the teaching schedule of that Member District.

Section 6.2 The Joint Agreement Director is responsible for the certification and special education approval of the Joint Agreement teachers assigned to the Member District.

Section 6.3 Employment of certificated staff by the Joint Agreement is subject to the provisions of Sections 24-11 and 24-12 of *The School Code*.

Section 6.4 The Special Education Director shall annually establish the work assignment of MPSED educational support personnel. Such assignment shall be consistent with

any collective bargaining agreement in effect. Further, the Special Education Director shall assign a Member District administrator and/or MPSED administrator to provide direct or co-supervision of MPSED educational support personnel. Such supervision shall be in accordance with any collective bargaining agreement in effect. No Member District administrator shall be assigned supervisory responsibilities without the consent of the Member District superintendent of schools.

Section 6.5 Dismissal procedures under *The School Code* or any other applicable law, statute or regulation shall be carried out by the Administrative District Board of Education upon the advice and consent of the Executive Board.

ARTICLE VII

TITLE IN PROPERTY

Section 7.1 Title in all property shall be held in the name of the administrative district, in its capacity as the legal and fiscal agent on behalf of the Joint Agreement.

ARTICLE VIII

INVOLUNTARY REMOVAL OF A MEMBER DISTRICT

Section 8.1 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 8.2 The Administrative District Board of Education may remove a member school district upon two-thirds vote of the entire Administrative District Board of Education, if the Administrative District Board of Education finds that a member school district has failed to

comply with the requirements of the Agreement. Such finding shall be made only upon the approval of eighty (80%) percent of the entire Executive Board.

ARTICLE IX

WITHDRAWAL FROM THE JOINT AGREEMENT

Section 9.1 A school district wishing to withdraw from the Macon-Piatt Special Education District must provide written notice of its intent to withdraw to the Executive Board 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, 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 9.2 Any Withdrawing Member District (hereinafter referred to as "Withdrawing District") may, upon formal adoption of a written Resolution, petition each MPSED Member District to allow the voluntary withdrawal of the Withdrawing District as a MPSED Member District. Such Resolution must be adopted and delivered to the President of each Member District Board of Education and the Chairperson of the Executive Board, via certified mail, return receipt requested at least one calendar year prior to the effective date of the withdrawal. Each Member District Board of Education must act upon such Resolution no later than six (6) months prior to the proposed withdrawal effective date and deliver a copy of such Resolution to the Withdrawing District to the attention of the Board President of the Withdrawing District and the Chairperson of the Executive Committee via certified mail, return receipt requested. If all Member Districts approve such a resolution authorizing voluntary withdrawal, such withdrawal shall become effective on the next July 1 or any subsequent July 1, as may be agreed upon by all parties to the Joint Agreement.

Section 9.3 If authorized by law, Member District(s) may submit a petition to the Regional Board(s) of School Trustees in the form and manner consistent with Article VII and Section 22.31 of *The School Code*. It is hereby agreed between the parties to this Joint Agreement that at least one year's notice must be provided to the Chairperson of the Executive Committee before any such Petition can be filed with the Regional Board(s) of School Trustees. If such withdrawal is approved by the Regional Board(s) of School Trustees, such withdrawal shall take effect on July 1 following approval by the Regional Board(s) of School Trustees.

Section 9.4 In the event of a Member District's withdrawal from the Joint Agreement, either by Agreement of all Member Districts or approval 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 X

AMENDMENTS

Section 10.1 Proposed amendments to these Articles may be submitted at any time by a Member District through the Executive Board or by the Executive Board. The Executive Board must approve such proposed amendment by a favorable vote of eighty (80%) percent of the entire membership of the Executive Board. Upon approval by the required eighty (80%) percent vote, such amendment shall be forwarded to all Member Districts for approval. Within thirty days following Member District action, the Member District superintendent shall notify the Special Education Director, in writing, of the action taken by the Member District Board of

Education. Any amendment to the Articles of this Joint Agreement must be approved by a eighty (80%) percent vote of the Member Districts.

Section 10.2 Any proposed amendment which receives the favorable vote of eighty (80%) percent of the Member Districts shall become effective on the date that an eighty (80%) percent favorable approval is achieved or such subsequent effective date as specified in the proposed amendment.

ARTICLE XI

JOINT AGREEMENT WITH OTHER SPECIAL EDUCATION PROGRAMS AND COOPERATIVES

Section 11.1 The Joint Agreement may enter into a joint agreement with other special education districts, programs, or cooperatives, on a majority vote of the entire membership of the Administrative District Board. Such approval shall only occur upon the advice and consent of the Executive Board.

ARTICLE XII

SPECIAL AGREEMENTS

Section 12.1 The Joint Agreement may accept students from other than Member Districts. The Director will plan for placement and may negotiate necessary financial arrangements for the cost of such services. The decision whether to accept such student(s) shall lie with the Executive Board.

ARTICLE XIII

CONTRACTS

Section 13.1 The Macon-Piatt Special Education District shall receive all the assets and assume all the liabilities and obligations of MPSED, including MPSED's liabilities and obligations under any contracts with its employees and any contracts with its suppliers.

ARTICLE XIV

DISSOLUTION

Section 14.1 Voluntary dissolution of the Joint Agreement may be authorized by the affirmative vote of eighty (80%) percent of the Member District's Board of Education. Such voluntary dissolution shall occur in the following manner:

Section 14.1.a Any Member District Board of Education may file a Resolution, in writing, with the Executive Board Chairperson proposing that the Joint Agreement be dissolved voluntarily, and that a question of such dissolution be submitted to a vote of each Member District.

Section 14.1.b 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. Upon receipt of such written resolution by the Chair, the Chair shall provide a copy of the written resolution to the President of each Member District. Such Notice shall establish a date by which each Member District shall be required to act. Such Notice shall afford each Member District at least ninety (90) days to act on the proposed Resolution. Each Member District hereby acknowledges that it must act within the time specified in the Notice provided by the Chair. The failure of the Member District to act shall be considered as approval of the proposed Resolution.

Section 14.1.c Each Member District, after it has acted on the Resolution, shall, within 15 business days following action, notify the Executive Board Chairperson of the action taken by it. A certified copy of the Resolution adopted by the Member District shall be included.

Section 14.2 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 14.2.a. Collecting its assets.

Section 14.2.b Liquidating and/or disposing of its assets.

Section 14.2.c Discharging or making provision for discharging its liabilities.

Section 14.2.d Distributing its remaining assets in the same proportion to the total assets for the final fiscal year of MPSED 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 14.2.e Causing the honorable dismissal of or otherwise termination the Joint Agreement's employees.

Section 14.2.f Doing such other acts as are necessary to wind up and liquidate its business and affairs.

ARTICLE XV

EFFECT OF AGREEMENT

Section 15.1 In the event of conflict between this Agreement, or any other Intergovernmental Agreements, this Agreement shall prevail and supersede the other agreement(s).

Section 15.2 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 15.3 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.

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**BOARD OF EDUCATION OF THE
ARGENTA-OREANA COMMUNITY UNIT
DISTRICT No. 1**

BY: Alan P. Hupp
ITS PRESIDENT

ATTEST: Maria A. Lipton
ITS SECRETARY

DATE: 3-8-2010

**BOARD OF EDUCATION OF THE
ATWOOD-HAMMOND COMMUNITY UNIT
SCHOOL DISTRICT No. 39**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
BEMENT COMMUNITY UNIT
DISTRICT No. 5**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
CENTRAL A&M COMMUNITY UNIT
SCHOOL DISTRICT No. 21**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
ARGENTA-OREANA COMMUNITY UNIT
DISTRICT No. 1**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
ATWOOD-HAMMOND COMMUNITY UNIT
SCHOOL DISTRICT No. 39**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
BEMENT COMMUNITY UNIT
DISTRICT No. 5**

BY: *C. J. Scott*
ITS PRESIDENT

ATTEST: *M. Jeanne Strack*
ITS SECRETARY

DATE: 3-10-2010

**BOARD OF EDUCATION OF THE
CENTRAL A&M COMMUNITY UNIT
SCHOOL DISTRICT No. 21**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
ARGENTA-OREANA COMMUNITY UNIT
DISTRICT No. 1**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
BEMENT COMMUNITY UNIT
DISTRICT No. 5**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
ATWOOD-HAMMOND COMMUNITY UNIT
SCHOOL DISTRICT No. 39**

BY: Brian Fay
ITS PRESIDENT

ATTEST: [Signature]
ITS SECRETARY

DATE: March 18, 2010

**BOARD OF EDUCATION OF THE
CENTRAL A&M COMMUNITY UNIT
SCHOOL DISTRICT No. 21**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
ARGENTA-OREANA COMMUNITY UNIT
DISTRICT No. 1

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
BEMENT COMMUNITY UNIT
DISTRICT No. 5

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
ATWOOD-HAMMOND COMMUNITY UNIT
SCHOOL DISTRICT No. 39

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
CENTRAL A&M COMMUNITY UNIT
SCHOOL DISTRICT No. 21

BY: Daumna J. Copie
ITS PRESIDENT

ATTEST: Stephanie Sturgener
ITS SECRETARY

DATE: 3/22/2010

BOARD OF EDUCATION OF THE
CERRO GORDO COMMUNITY UNIT
SCHOOL DISTRICT No. 100

BY: 
ITS PRESIDENT

ATTEST: 
ITS SECRETARY

DATE: 3-17-10

BOARD OF EDUCATION OF THE
DECATUR PUBLIC SCHOOLS No. 61

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
DELAND-WELDON COMMUNITY UNIT
SCHOOL DISTRICT No. 57

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
MAROA-FORSYTH COMMUNITY UNIT
SCHOOL DISTRICT No. 2

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
CERRO GORDO COMMUNITY UNIT
SCHOOL DISTRICT No. 100

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

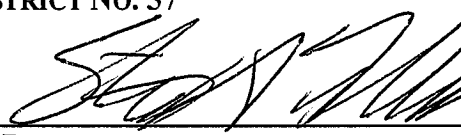
BOARD OF EDUCATION OF THE
DECATUR PUBLIC SCHOOLS No. 61

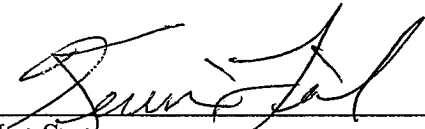
BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
DELAND-WELDON COMMUNITY UNIT
SCHOOL DISTRICT No. 57

BY: 
ITS PRESIDENT

ATTEST: 
ITS SECRETARY

DATE: 3-15-2010

BOARD OF EDUCATION OF THE
MAROA-FORSYTH COMMUNITY UNIT
SCHOOL DISTRICT No. 2

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
CERRO GORDO COMMUNITY UNIT
SCHOOL DISTRICT NO. 100**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
DELAND-WELDON COMMUNITY UNIT
SCHOOL DISTRICT NO. 57**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
DECATUR PUBLIC SCHOOLS NO. 61**

BY: *Daniel E. White*
ITS PRESIDENT

ATTEST: *Thelma J. Harrington*
ITS SECRETARY

DATE: 2/23/2010

**BOARD OF EDUCATION OF THE
MAROA-FORSYTH COMMUNITY UNIT
SCHOOL DISTRICT NO. 2**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
CERRO GORDO COMMUNITY UNIT
SCHOOL DISTRICT No. 100

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
DELAND-WELDON COMMUNITY UNIT
SCHOOL DISTRICT No. 57

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
DECATUR PUBLIC SCHOOLS No. 61

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
MAROA-FORSYTH COMMUNITY UNIT
SCHOOL DISTRICT No. 2

BY: Cyril Harris
Vice ITS PRESIDENT

ATTEST: Andrea Shaffer
ITS SECRETARY

DATE: 3/8/10

BOARD OF EDUCATION OF THE
MERIDIAN COMMUNITY UNIT
SCHOOL DISTRICT No. 15

BY: Ruth Hilleary
ITS PRESIDENT

ATTEST: Ma Brown
ITS SECRETARY

DATE: 3/15/2010

BOARD OF EDUCATION OF THE
MONTICELLO COMMUNITY UNIT
SCHOOL DISTRICT No. 25

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
MT. ZION COMMUNITY UNIT
SCHOOL DISTRICT No. 3

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
SANGAMON VALLEY COMMUNITY UNIT
SCHOOL DISTRICT No. 9

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
MERIDIAN COMMUNITY UNIT
SCHOOL DISTRICT No. 15**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

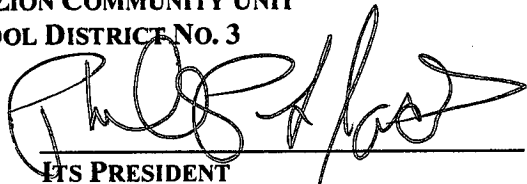
**BOARD OF EDUCATION OF THE
MONTICELLO COMMUNITY UNIT
SCHOOL DISTRICT No. 25**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
MT. ZION COMMUNITY UNIT
SCHOOL DISTRICT No. 3**

BY:  _____
ITS PRESIDENT

ATTEST:  _____
ITS SECRETARY

DATE: 3-8-2010

**BOARD OF EDUCATION OF THE
SANGAMON VALLEY COMMUNITY UNIT
SCHOOL DISTRICT No. 9**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
MERIDIAN COMMUNITY UNIT
SCHOOL DISTRICT No. 15

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
MT. ZION COMMUNITY UNIT
SCHOOL DISTRICT No. 3

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

BOARD OF EDUCATION OF THE
MONTICELLO COMMUNITY UNIT
SCHOOL DISTRICT No. 25

BY: *[Signature]*
ITS PRESIDENT

ATTEST: *[Signature]*
ITS SECRETARY

DATE: 3-17-2010

BOARD OF EDUCATION OF THE
SANGAMON VALLEY COMMUNITY UNIT
SCHOOL DISTRICT No. 9

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
MERIDIAN COMMUNITY UNIT
SCHOOL DISTRICT No. 15**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
MT. ZION COMMUNITY UNIT
SCHOOL DISTRICT No. 3**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
MONTICELLO COMMUNITY UNIT
SCHOOL DISTRICT No. 25**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
SANGAMON VALLEY COMMUNITY UNIT
SCHOOL DISTRICT No. 9**

BY: *Donald A Williams*
ITS PRESIDENT

ATTEST: *Shedden J Peters*
ITS SECRETARY

DATE: *03/17/10*

BOARD OF EDUCATION OF THE
WARRENSBURG-LATHAM COMMUNITY UNIT
SCHOOL DISTRICT NO. 11

BY: Roger D Edgcombe
ITS PRESIDENT, Roger Edgcombe

ATTEST: J. Kent Piley
ITS SECRETARY, Kent Piley

DATE: February 24, 2010

ANNUAL DELEGATION OF DUTIES TO THE EXECUTIVE BOARD

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

1. Prepare 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 Administrative District all payments to be made, and the Administrative District 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 subject to ratification of the Administrative District.
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 School Code*, *subject to ratification of the Administrative District*.
12. Establish an imprest fund in accordance with the provisions of Section 10-20.9 of *The School Code*.
13. Provide advice and consent to the Administrative District regarding the hiring and/or dismissal of the Director of Special Education for other staff of the Joint Agreement.

14. Provide advice and consent to the Administrative District the annual budget.
15. Contract for the purchase or lease of supplies and equipment.
16. Contract for the purchase of insurance or other risk management services as deemed in the best interest of the Joint Agreement.
17. Advertise and seek bids for materials, supplies and services.
18. Arrange for purchase or lease of space.
19. Contract for telephone, utilities, fuel, maintenance and repair of building sites and facilities as may be necessary.
20. Make such applications for state or federal aid and cooperate with the Member Districts in making such applications, as are necessary.
21. Enter into agreements with any agency deemed appropriate.
22. Meeting and agenda
 - 22.1.1. Meetings shall be held monthly with the times and dates thereof to be established annually.
 - 22.1.2. Notice shall be given at least ten days in advance of any change in the regular meeting date, place or time.
 - 22.1.3. Place matters on its agenda which shall be timely, brought to its attention by a Member District or the Superintendent of a Member District.
 - 22.1.3.1.1. Items to be placed on the agenda should reach the Special Education Director one week before the meeting.
 - 22.1.3.1.2. 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.
23. 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 Macon-Piatt Special Education District under direct supervision of the Executive Board.
2. Administer, coordinate and supervise Special Education Programs of the Macon-Piatt 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 Macon-Piatt 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 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 Board.
 - e. Develop and maintain all payroll and benefit policies and procedures.
 - f. Prepare and submit all budgets and budget amendments to the Executive Board for recommendation to the Administrative District.
7. Recommend the employment of all personnel.
 8. Assign duties and responsibilities to all Macon-Piatt Special Education staff.
 9. Supervise and evaluate or cause to be evaluated all staff of the Macon-Piatt Special Education District.
 10. Implement and supervise all other related activities as assigned by the Executive Board of the Macon-Piatt Special Education District.