

ARTICLES OF AGREEMENT

Article I The Association

I. 1 Name

The name of this Association shall be SPEED Provides Exceptional Education Development (SPEED).

I. 2 Purpose

The purpose of this Association shall be to plan and provide educational programs and services to handicapped individuals of member school districts as defined and mandated by Article XIV of the *Illinois School Code* and the Illinois State Board of Education Rules and Regulations.

Article II Association Organization

II. 1 SPEED Governing Board

There shall be established a Governing Board composed of one Board of Education member from each association member school district. The Governing Board member shall be selected by the school district Board of Education.

II. 2 Meetings

The SPEED Governing Board shall hold a minimum of four scheduled meetings in each year; one in July, one in August, one in January, and one in March. Additional meetings may be called as special meetings at the call of the President or by written petition of four (4) or more Governing Board members.

The following topics should be considered at the minimum yearly meetings; additional agenda items may be considered at any meeting.

A. July Meeting

1. Program reports shall be heard
2. Presentation of the tentative budget.

B. August Meeting

1. Hearing and adoption of annual budget. Final budget approval shall be by a majority vote of the entire Governing Board reflecting the decisions of each member school district.

C. January Meeting

1. Executive Director's contract should be considered unless it has been or is to be considered at another meeting of the Governing Board.
2. Consideration of Assistant Executive Director's contract; if appropriate.

D. March Meeting

1. Election of officers of the Governing Board

- a) The President of the Governing Board must hold current status as an elected school board member from a SPEED district throughout his/her term of office.

A president shall be elected from the membership of the Governing Board at the March meeting. The term of office shall be for one year commencing July 1 following. The individual, or designee, shall also serve as Chairperson of the Operating Committee, and shall be a voting member of the Operating Committee. Each district shall be limited to one member serving on the Governing Board at any given time.

- b) The secretary of the Governing Board must hold current status as an elected school board member from a SPEED district throughout his/her term of office. A secretary shall be elected from among the membership of the Governing Board. The term of office shall be for one year commencing July 1 following. The person shall be responsible for recording complete minutes of all Governing Board meetings, and dissemination of same to the membership within 30 days after each meeting. Each district shall be limited to one member serving on the Governing Board at any given time.

2. A treasurer shall be appointed by the Governing Board. The appointee shall be a Township Treasurer from among those Township Treasurers within the SPEED regional area.

3. An Operating Committee consisting of the Superintendent from each member school district shall be appointed.

4. A July date for presentation of a preliminary annual budget shall be set. The preliminary budget shall be presented in compliance with the *Illinois School Code*, Section 17-1.

5. An August date for an annual budget meeting hearing shall be set.
6. An auditor shall be selected to conduct an audit for the subsequent fiscal year.
7. Consideration of personnel matters (continued contractual employment, reemployment, termination).
8. Overall policies shall be reviewed and determined at the March meeting.

II. 3 Quorum and Voting Procedures

- A. A quorum shall consist of eight (8) members of the Governing Board membership.
- B. Issues shall be passed by majority vote of those present when the existence of a quorum has been established unless otherwise specifically stated herein. (Article II. 2, B 1 – budget adoption). (Article V. – Membership). (Article VI. – Amendments).
- C. Each Governing Board member shall have one vote. If possible, the call for each meeting shall be by written notice at least ten (10) days prior to the meeting date to allow a sufficient time for member districts to select and instruct their voting Governing Board member. In any case, special meetings shall be preceded by no less than the advance notice required by law.

II. 4 Operating Committee

4.1 Meetings

- A. The Operating Committee shall hold a minimum of six scheduled meetings in each fiscal year. They shall meet at least thirty (30) days prior to the July Governing Board meeting and no less than once in each sixty (60) days thereafter.
- B. The president of the Governing Board shall call and preside at each meeting of the Operating Committee.
- C. A secretary shall be elected from among the membership. The secretary shall be responsible for sending copies of all meeting minutes to each member of the Governing board within fourteen (14) days after each meeting.
- D. All regular and special meetings of the Operating Committee will be open to the public. The Operating Committee will schedule one or more periods during each meeting for public participation. It may set a time limit on the length of this period and/or a time limit for individual speakers. In cases of emergency the Chairperson may eliminate the privilege of the public to speak.

Comments and questions at a regular meeting may deal with any topic related to the Board's conduct of the schools. Comments at special meetings must be related to the call of the meeting.

Anyone wishing to make a presentation before the Operating Committee, either as an individual or as a member of the group, should inform the Executive Director in writing of the desire to do so. The written notice should include the topic and summary of the content to be discussed as early as possible, but at least ten (10) days before the meeting. This will permit orderly scheduling of public remarks on the meeting agenda, and will allow Operating Committee members to review the topic prior to the meeting.

II. 4 Operating Committee - continued

The Board president will be responsible for recognizing all speakers, who will properly identify themselves, for maintaining proper order, and for adherence to any time limits set. Questions asked by the public will, when possible, be answered immediately by the president or referred to staff members present for reply. Questions requiring investigation will be referred to the Executive Director for consideration and later response.

Members of the public will not be recognized by the president as the Board conducts its official business except when the Board schedules in advance an interim public discussion period on a particular item.

II. 4.2 Quorum and Voting Procedures

A quorum shall consist of eight (8) members of the Operating Committee. Each member shall have one vote.

II. 4.3 Functions

The Operating Committee shall perform all such functions as assigned and authorized by the Governing Board (see Article IX). Their functions shall include, but not be limited to:

- A. Prepare and submit to the Governing Board and the member school districts a preliminary annual budget at least thirty (30) days prior to the annual budget hearing.
- B. Develop and submit to the Governing Board policies and regulations for the operation of SPEED.
 - 1. Institution of all SPEED educational programs shall first be by local district option.
 - 2. SPEED operated programs shall be instituted with the approval of the Governing Board when local districts do not provide such programs within their districts.
 - 3. SPEED operated programs shall be terminated with approval of the Governing Board.
- C. Subject to ratification by the Governing Board, the Operating Committee may enter into agreements with any agency when such agreement is deemed beneficial to the children served by this association. This shall be done in accordance with Section 2-2.36 of the *Illinois School Code*.

Article III Personnel

- III. 1 The Governing Board shall establish procedures for selection, evaluation and remuneration of an Executive Director.
- III. 2 The Executive Director shall meet the certification requirements of the State of Illinois and any other requirements set forth by the Operating Committee. The Executive Director shall serve as executive officer of the Governing Board and Operating Committees.
- III. 3 The Executive Director shall make recommendations to the Operating Committee on matters dealing with personnel, facilities, transportation, equipment, and programs relating to students served by SPEED, and actions required by the Governing Board.
- III. 4 All staff members, employed upon recommendation by the Executive Director and subsequent action by the Governing Board, shall be responsible to the Executive Director as per designated lines of authority.
- III. 5 No person employed by SPEED or a member school district of SPEED shall be eligible for membership on the Governing Board, even though that person may be a duly elected school board member of a member school district.

Article IV Finance

- IV. 1. The fiscal year is from July 1 to June 30.
- IV. 2. The Executive Director shall submit annually for July presentation preliminary budget for SPEED and Federal and State funds for approval by the Governing Board at the August budget meeting.
- IV. 3. The Executive Director shall develop sound accounting practices and shall process financial arrangements in accordance with the practices and the provision of the statutes of the State of Illinois.
- A. The Executive Director shall apply for state reimbursement as provided by the statutes.
 - B. The Executive Director shall prepare application for Federal projects for approval by the state director.
 - C. The Executive Director shall be responsible for the preparation of tuition bills payable to SPEED by member districts.
 - D. The Executive Director shall be responsible for the preparation of service fee bills payable to SPEED by member districts. Service fees shall be based on the number of students enrolled in each district on October 1 of the preceding year. The fees shall be established annually.
- IV. 4. Grants or gifts may be accepted when in accord with written policy.
- IV. 5. The Executive Director shall prepare a monthly financial statement for the Operating Committee and Governing Board.
- IV. 6. An annual audit of SPEED and State and Federal Funds shall be conducted. The audit reports shall be submitted to the Operating Committee and the Governing Board.
- IV. 7. Incurring of indebtedness may not be authorized except within prescribed budgets for the Association approved by the Governing Board. Taxes may not be levied.

Article V Membership

V. 1 Members

Membership as of adoption of the Articles (June 1975) is as follows:
School Districts 153, 161, 162, 163, 167, 168, 169, 170, 172, 194, 201U,
206, 227, and 233.

V. 2 New Membership

Prospective members shall submit written application to the Governing Board for action at the next scheduled meeting. Approval must be by two-thirds (2/3) of members. Membership fee for each new member shall be determined by a formula based upon the member school district's 1972 assessed evaluation.

V. 3 Withdrawal

Withdrawal from membership shall be according to the process provided in the *Illinois School Code*. Section 10-22.31a, but with no less than one (1) year's formal request to the Governing Board.

V. 4 Voluntary Withdrawal

A. In General. Procedures for the withdrawal of a member board of education from the Joint Agreement will be in accordance with the *Illinois School Code* (See Sections 5/10-22.31 and 5/7-6) and consistent with the requirements and rules adopted by the Illinois State Board of Education.

B. Procedures.

Initiation of Withdrawal Process. A member board that seeks to withdraw from the Joint Agreement shall adopt a written resolution approving its withdrawal. Such written resolution shall state the proposed effective date of the withdrawal, the specific reason(s) for withdrawal, the benefits of withdrawal to the withdrawing board and its students, and the projected financial and educational impact of the proposed withdrawal upon the Joint Agreement and the remaining member districts and their students. Within thirty (30) days after

V. 4

Voluntary Withdrawal - continued

adopting the written resolution, and no later than eighteen (18) months prior to the proposed effective date of withdrawal, a member board seeking withdrawal shall present such written resolution and a petition to withdraw to the Board President of the Joint Agreement Board(s), the Joint Agreement Executive Director (or Superintendent if so designated), and the Superintendents of Schools for the remaining member districts by certified mail, return receipt requested, or personal delivery with receipt.

Member Boards Concur. If all Joint Agreement member boards adopt written concurring resolutions agreeing to the proposed withdrawal, the withdrawing member board need not file a petition with the regional board of school trustees, or the applicable board(s) of school trustees or boards of education of the member districts, as may be applicable, seeking approval of the proposed withdrawal. Withdrawal will be effective on July 1 following the approval of a written concurring resolution by all of the member boards. If all of the member boards adopt concurring resolutions, the withdrawing member board shall provide written notice of the approved withdrawal to the Illinois State Board of Education.

Member Boards Do Not Concur. If the Joint Agreement member boards do not adopt written concurring resolutions agreeing to the proposed withdrawal within one (1) year following the adoption of its written resolution approving withdrawal, the member board seeking withdrawal must file its petition with the regional board of school trustees, the board(s) of school trustees or the boards of education for those districts that fall under the oversight of the abolished regional board, as may be applicable, seeking approval of the proposed withdrawal. Such petition shall be filed no later than fourteen (14) months following the member board's adoption of its written resolution approving withdrawal. Withdrawal shall be effective on July 1 after approval of the withdrawal becomes final, or as may be otherwise provided under the *Illinois School Code*. In the event that the member board seeking withdrawal fails to file its petition with the regional board of school trustees, board(s) of school trustees or boards of education, as may be applicable, within fourteen (14) months following adoption of its written resolution approving withdrawal, the member board seeking withdrawal shall reinitiate the withdrawal process under subsection B.1 above.

V. 4 Voluntary Withdrawal - continued

Disposition of Assets and Liabilities. Except as may be otherwise provided in these Articles of Joint Agreement, and as a condition of withdrawal, a member board seeking withdrawal shall be deemed to irrevocably waive any interest in the assets of the Joint Agreement, including but not limited to real property, buildings, equipment and materials, and funds. The member board seeking withdrawal shall remain liable for its share of any Joint Agreement liabilities that arose or accrued before the effective date of withdrawal. Such liabilities shall include, but not be limited to notes, bonds, and debt certificates; retirement incentives and other costs related to staff retirements, including employer contributions or other payments to the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund; and the contractual continued service of certificated staff employed for joint agreement programs as determined pursuant to Sections 14-9.01, 24-11 and 24-12 of the *Illinois School Code*. Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member board's share of Joint Agreement liabilities shall be determined based on the withdrawing member board's district enrollment as a percentage of the total current enrollment of all member districts as identified in the last fall public school housing report for each member district prior to the effective date of withdrawal.

V. 5 Dissolution

The Joint Agreement may be dissolved by the approval of a written resolution by all of the member boards of education. For dissolution to take effect, all such resolutions must be adopted within a twelve-month period. Dissolution will be effective on July 1 following the approval of a written resolution by all of the member boards, or on such other July 1 as all of the member boards' resolutions authorize. In the event of dissolution, the Joint Agreement's assets will be liquidated and the net proceeds thereof, after satisfaction of liabilities, distributed to the boards of education that were members of the Joint Agreement on the date when the last member board approved the written resolution for dissolution. The distribution to each member board shall be based on its district enrollment as a percentage of the total current enrollment of all member districts as identified in the last fall public school housing report for each member district prior to the effective date of dissolution.

Article VI Amendments

- VI. 1 Amendments shall be submitted to the Operating Committee at least sixty (60) days prior to a regularly scheduled Governing Board meeting, or at least ten (10) days prior to a special meeting called for such purposes.

- VI. 2 The Operating Committee will study each amendment, and submit the same with a recommendation to the Governing Board as soon as possible prior to the Governing Board meeting.

- VI. 3 Amendments become effective immediately upon approval by ten (10) Governing Board members and ratification by eight (8) member district Boards of Education.

Article VII Facilities and Equipment

- VII. 1 The Executive Director shall obtain facilities for cooperatively operated Special Education classes, subject to limitations of Footnotes A and B.
- VII. 2 The Executive Director shall allocate funds to member school districts and/or local agencies for space usage, subject to limitations of Footnote A.
- VII. 3 The Executive Director shall purchase and assign equipment and supplies needed to implement its programs, subject to limitations of Footnote A.

Article VIII Transportation

VIII. 1 SPEED shall arrange transportation for special education students of member school districts who have not made such arrangements independently. SPEED personnel will cooperate with such district business offices in verifying service charges to the districts by the carrier(s).

Article IX Delegation of Authority

IX. 1 The Operating Committee is hereby authorized:

- A. To employ regular teaching staff, subject to limitations of Footnotes A and B.
- B. To employ clerical, custodial, and maintenance employees, subject to limitations of Footnote A.
- C. To employ qualified workers, other than teaching staff, including outside consultants, subject to limitations of Footnotes A and B.
- D. To employ substitute teachers, subject to limitations of Footnotes A and B.
- E. To employ teacher's aides and paraprofessionals, subject to limitations of Footnote A.
- F. To contract for purchases or lease of supplies and equipment, subject to limitations of Footnotes A and B.
- G. To contract for lease of space not to exceed one year, subject to limitations of Footnotes A and B.
- H. To contract for telephone, utilities, fuel, maintenance and repair of buildings, sites and facilities, subject to limitations of Footnotes A and B.
- I. To contract for services of attorneys and auditors, subject to the limitations of Footnotes A and B.
- J. To make application for State and Federal aid, subject to limitations of Footnote A.
- K. To certify to the Treasurer all payments to be made for the foregoing, including withholdings to be paid to third parties, and the Treasurer shall be entitled to rely fully thereon in making the payments specified and is hereby directed to make such payments as so certified.
- L. To bill each member school district for its allocable share of the costs of programs and of administration.

- M. To file all reports and claims necessary to meet statutory or administrative requirements and to qualify for State or Federal aid.
- N. To enter into agreements with any agency deemed appropriate benefiting the students and to certify to the Treasurer payments to be made thereunder, which certification the Treasures shall honor and shall rely fully thereon, provided, however, that any such agreement exceeding one (1) year in duration shall require Governing Board approval to become effective.
- O. To recommend discharge of employees to the Governing Board and to delegate such authority to the Executive Director except for those employees requiring specific procedural treatment under the provisions of Sections 24-11 and 24-12 of the *Illinois School Code*.
- P. To establish an imprest fund in accordance with the provisions of Section 10-20.19 of the *Illinois School Code*.

Footnote A

The total of expenditures, whether contracted to be made for the fiscal year or approved for payment in the fiscal year, shall not exceed the total amount budgeted for such fiscal year.

Footnote B

All contracts shall be subject to final ratification by the SPEED Governing Board.