

POLICY #8

ARTICLES OF JOINT AGREEMENT
OUTLINE

- ARTICLE I GENERAL
- A. Name of Joint Agreement
 - B. Purpose
- ARTICLE II MEMBERSHIP
- ARTICLE III GOVERNING BOARD
- A. Governing Board Membership - Election and Term
 - B. Governing Board Officers - Election and Term
 - C. Governing Board Meeting Dates
 - D. Quorum – Cancellation of Governing Board Meetings
 - E. Voting
 - F. Votes Necessary to Pass Issues Called to Vote of Governing Board
 - G. Motions and Voting
 - H. Duties and Responsibilities of Governing Board
- ARTICLE IV EXECUTIVE BOARD
- A. Executive Board Membership
 - B. Ex-Officio Member
 - C. Chairperson
 - D. Vice Chairperson
 - E. Secretary
 - F. Executive Board Meeting Dates
 - G. Executive Board Duties and Responsibilities
 - H. Executive Board Management Function
 - I. Executive Board Voting - Quorum
- ARTICLE V ADMINISTRATIVE STRUCTURE
- A. Administration
 - B. Duties of the Director of Special Education
 - C. Qualifications of Assistant Director and Technical Assistance Supervisors
- ARTICLE VI TYPES OF PROGRAMS
- A. Local District Programs
 - B. Inter-District Programs
 - C. Regional Programs
 - D. Private School or Facilities

ARTICLE VII	FINANCE
	A. Budget Preparation
	B. Scope of the Budget
	C. Billing Procedures
	D. Assessment and Payment of Costs. Member District Responsibility
ARTICLE VIII	TRANSPORTATION
ARTICLE IX	FISCAL YEAR
ARTICLE X	VOLUNTARY WITHDRAWAL
	A. Petition for Voluntary Withdrawal
	B. Executive Director's Report
	C. Executive Board Action and Recommendation
	D. Governing Board Action
	E. Unanimous Consent Required
	F. Sale or Disposition of Assets
	G. Costs of Sale or Disposition of Assets
	H. Costs of Effects of Impact of Withdrawal
	I. Member Boards Do Not Concur
	J. Same Cost Allocation for Withdrawal by Petition
	K. Effect of Withdrawal
ARTICLE XI	DISSOLUTION
	A. Effect of Dissolution
ARTICLE XII	EFFECT OF AGREEMENT
ARTICLE XIII	PROVISIONS FOR AMENDMENTS TO THE ARTICLES of JOINT AGREEMENT
ARTICLE XIV	REVIEW

ARTICLES OF JOINT AGREEMENT
FOR THE
HENRY-STARK COUNTIES SPECIAL EDUCATION DISTRICT

ARTICLE I GENERAL

- A. Name of Joint Agreement
The name of the Organization shall be the Henry-Stark Counties Special Education District. The Henry-Stark Counties Special Education District is an Illinois Special Education Joint Agreement (Illinois School Code 10-22.31) with eight member districts. Effective July 1, 2005 the Henry-Stark Counties Special Education District shall be under the Governing Board form of government as authorized by Illinois School Code Section 10-22.31.

- B. Purpose
The purposes of the Henry-Stark Counties Special Education District shall be to plan, coordinate, and provide special education programs, services, and facilities for children with disabilities of the member school districts, hereinafter referred to as “Member Districts” of the Henry-Stark Counties Special Education District. All programs and services shall be provided consistent with Article 14 of the Illinois School Code and all other applicable federal and state statutes and regulations.

- C. The Henry-Stark Counties Special Education District shall act as a service agent for the Member Districts in the provision of programs of special education and related services pursuant to this Joint Agreement.

- D. The Member Districts shall provide through the Henry-Stark Counties Special Education District special education programs, services, and facilities for the benefit of children with disabilities in compliance with the Individuals with Disabilities Education Act, Article 14 of the School Code and all other applicable state and federal laws and regulations.

- E. Member Districts shall provide necessary funding for the programs, operations, and activities of the Henry-Stark Counties Special Education District in accordance with these Articles of Joint Agreement and as provided in the Henry-Stark Counties Special Education District budget.

ARTICLE II MEMBERSHIP

- A. Public school districts located in all or part of the counties of Henry and Stark are eligible for membership. The following school districts within Henry and Stark Counties shall comprise the membership:
 - Henry
 - Annawan #226
 - Cambridge #227
 - Galva #224
 - Geneseo #228
 - Kewanee #229
 - Wethersfield #230

- B. Membership shall be continuous. Withdrawal shall be in accordance with Article X, Voluntary Withdrawal.
- C. If a school district is not a member of the Henry-Stark Counties Special Education District and desires to join, such school district may submit a petition with attached resolution agreeing to abide by all the terms of the Articles of Joint Agreement then in effect. Any approval of new members into the Joint Agreement must be adopted by a two-thirds vote of the Governing Board members. Membership shall take effect on July 1 following the date of approval of such petition, unless otherwise agreed by the Governing Board and the new member district. In addition, unless otherwise provided for by the Governing Board, the same being a proportionate share of the expenditures made in establishing and building the assets of the Joint Agreement prior to the applicant's admission into the Henry-Stark Counties Special Education District.

ARTICLE III GOVERNING BOARD

- A. Governing Board Membership - Election and Term
There shall be designated and established a Governing Board composed of one Board of Education member from each participating school district. The member shall be selected by the local Board of Education. Members shall be appointed for one year terms, but may serve more than one term. An alternate from the Member District may attend and vote for a member district that he/she represents. Proxy voting may be used for a member district by the superintendent, if an alternate board member is unavailable, and the Superintendent has been authorized in fact by the Governing Board member or alternate to cast a vote on a particular issue. A member of the Governing Board shall cease to hold office when he or she ceases to be a school board member of the Member District or when removed by action of the Member District. When a Member District representative to the Governing Board is removed from the Governing Board by operation of this section, the board of education of the Member District will promptly appoint a replacement.
- B. Governing Board Officers - Election and Term
Board officers shall consist of a Chairperson, a Vice Chairperson, and a Secretary. The Governing Board shall from its membership, elect a Chairperson, Vice Chairperson, and a Secretary. The Chairperson shall perform all of the functions customarily inherent in a presiding officer and the Secretary shall perform all of the functions customarily inherent in the office of a Secretary. Officers shall be elected at the April meeting and shall serve one year. Officers may succeed themselves.
- C. Governing Board Meeting Dates
The Governing Board shall hold regularly scheduled meetings the third Thursday of the following months: August, December, March, and June. All meetings except December's will be held the first Thursday of December. The Chairperson or any three members may call special board meetings. During the months the Governing Board does not meet they will provide through an Action Item "Authority to the Executive Board to preform the duties of the Governing Board during the months when meetings are not scheduled". Meetings will be held in the Board Room at the Henry-Stark Administrative Offices,

Kewanee, Illinois, or, if for some reason such place is inconvenient or unavailable, in such other reasonable place as is convenient to the members of the Governing Board and the public.

D. Quorum – Cancellation of Governing Board Meetings

A quorum shall consist of 5 Governing Board members or alternates. In the event a quorum cannot be obtained for a scheduled Governing Board meeting, the Director of Special Education, with the agreement of the Governing Board Chairperson and the Executive Board Chairperson, may cancel the meeting. Every attempt will be made to notify Governing Board members of the cancellation twenty-four hours in advance.

E. Voting

Each member of the Governing Board shall have one vote and this vote will not be weighted in relation to district enrollment.

F. Votes Necessary to Pass Issues Called to Vote of Governing Board

Issues shall be passed by a simple majority vote when the presence of a quorum has been established.

G. Motions and Voting

The right to make motions and vote is reserved for members of the Governing Board, alternate Governing Board, or Superintendent voting by proxy, when authorized. The Superintendent of the Bureau, Henry, and Stark Counties Educational Service Region, and/or local school district administrators attending meetings of the Governing Board shall be allowed to address the Board on issues before the Governing Board.

H. Duties and Responsibilities of Governing Board

1. The Governing Board shall upon consideration of the recommendations of the Executive Board, adopt amendments to the Articles of Joint Agreement, and determine and/or approve changes in policy of the Henry-Stark Counties Special Education District.
2. The Governing Board shall approve a tentative annual budget for the Henry-Stark Counties Special Education district prior to June 1 of each year. The Governing Board shall authorize the Director of Special Education to display the Annual Budget according to State law and shall approve the final budget at the August meeting. The Governing Board from time-to-time may amend the budget.
3. The Governing Board shall receive reports from the Director of Special Education and Executive Board as it may require.
4. The Governing Board may designate specific authorities to the Executive Board.
5. The Governing Board shall employ and dismiss personnel, or may authorize the Executive Board to do so on its behalf, except only the Governing Board shall be authorized to employ or discharge the Director of Special Education.

6. The Governing Board shall assess each member district of the Henry-Stark Counties Special Education District for its proportionate share of the costs of administration, programs, and/or services in accordance with established policy formula or formula provided in Article VII, Finance.
7. The Governing Board shall establish an Imprest Fund with a maximum in the fund at any one time of \$2,500.00, in accordance with the provisions of Section 10-20.19 of the School Code of Illinois. The Director of Special Education shall be bonded and be the only employee authorized to sign checks.
8. The Director of Special Education, in cooperation with the Chairperson of the Governing Board, will prepare the agenda for all meetings of the Governing Board.
9. The Governing Board shall have all powers necessary or convenient to provide administration, staff, programs, services, financing, housing, transportation, advisory committee, and for all other functions and activities of the Henry-Stark Counties Special Education District, following recommendation by the Executive Board. Housing may be acquired by purchase, with or without the issuance of bonds or notes, grant, gift, donation, devise, or bequest, or receipt of a beneficial interest in a trust, whether from any member district or from any other source, public or private. The Governing Board may acquire, hold or dispose of real estate for such housing in and by any manner or means now or hereafter permitted by law by school districts. Title to any real estate of the Joint Agreement for housing may be held in the name of the Governing Board, for the use and benefit of the Henry-Stark Counties Special Education District.
 - I. The Governing Board may incur indebtedness pursuant to 10-22.31 of the School Code and may also procure short-term loans for the purpose of financing special education programs and services pursuant to the provisions and limitations of School Code Section 18-20. The Governing Board may not levy taxes. The Governing Board may incur indebtedness in accordance with the annual budget of the Joint Agreement and at least a majority of the member school districts.
 - J. The Governing Board shall have the authority to issue bonds or notes and from time to time borrow money and in evidence of its obligations, repay the borrowing issue with negotiable bonds or notes for the purpose of acquiring, constructing, altering, repairing, enlarging and equipping any building or portion thereof together with any land or interest therein necessary to provide special education facilities and services as well as facilities for activities for administration and educational support personnel and employees.

ARTICLE IV EXECUTIVE BOARD

A. Executive Board Membership

The Executive Board shall be established and will consist of the Superintendents or district designees of each of the participating school districts. A Superintendent shall cease to be a member of the Executive Board at such time as he ceases employment of a participating school district. Until a Successor Superintendent is named and assumes the Superintendency of that school district, the School Board of the school district shall name another administrator of that school district to serve upon the Executive Board.

B. Ex-Officio Member

The Superintendent of the Bureau, Henry, Stark Counties Educational Service Region shall be an ex-officio member.

C. Chairperson

The Chairperson term will be July through June according to a schedule of yearly rotation as follows:

1. The Chairperson will be a member district Superintendent.
2. The Chairperson will serve by an alpha rotation of member districts being Annawan, Bradford, Cambridge, Galva, Geneseo, Kewanee, Stark, and Wethersfield.
3. An exception to the alpha rotation will allow for any superintendent new to the Executive Board, at which time the Chairperson position will skip to the next district superintendent in the rotation.

D. Vice Chairperson

The Vice Chairperson term will be July through June yearly and shall be the Vice Chairperson-Elect.

E. Secretary

The Director of Special Education shall serve as the Secretary of the Executive Board.

F. Executive Board Meeting Dates

The Executive Board shall meet at least monthly. The Executive Board shall determine the scheduling of regular meetings. The President of the Executive Board may call special meetings in consultation with the Director of Special Education, or any three members thereof may call special meetings.

G. Executive Board Duties and Responsibilities

The Executive Board shall have the following duties and responsibilities, which are hereby delegated by the Governing Board to the Executive Board.

1. Prepare all necessary legal documents.
2. Determine the programs, services which will be offered to Member Districts.
3. Manage and administer the day-to-day operations of services and programs in the

Henry-Stark Counties Special Education District in accordance with all applicable law and regulation, and in accord with policies of the Governing Board, and policies and procedures, rules and regulations of the Executive Board.

4. Recommend necessary or prudent policies and procedures, rules and regulations for consideration by the Governing Board.
5. Adopt and implement all administrative procedures necessary for the efficient and proper operation of Henry-Stark Special Education District.
6. Confer and report to all member school districts as needed in respect to the implementation, maintenance and continuation of all Inter-district programs.
7. Develop and implement all necessary procedures for determining each school district's respective costs for participation in Henry-Stark Special Education District, inter-district programs and regional programs.
8. Expend funds within limits as provided in the adopted budget and in the amended budget for the fiscal year.
9. Develop information necessary to establish costs for membership fees and services, and timely develop proposed formula or formula policies for purposes of adoption by the Governing Board in accordance with Article VII Section 7 C.
10. Contract for services of attorneys, auditors and other third-party professionals.
11. Bill each member school district for its cost of programs, services and administration.
12. Insure that all reports and claims necessary comply with statutory and regulatory requirements and are properly prepared and filed.
13. Report to all respective boards of education of Member Districts all receipts and expenditures, the names of all persons employed and the amounts of their salaries.
14. Employ, on behalf of the Governing Board, specific personnel when such employment is necessary, convenient or prudent prior to the next regularly scheduled meeting of the Governing Board.
15. Discipline and discharge employees when such action is necessary or prudent except for those employees requiring specific procedural treatment under the provisions of Section 24-11 and 24-12 of the Illinois School Code. The Executive Board may also delegate such authority to Henry-Stark administrators.
16. Adopt and implement all administrative policies, procedures, rules and regulations necessary, prudent or convenient for administration of Henry-Stark Special Education District consistent with the policies adopted by the Governing Board and these Articles of Joint Agreement.

17. Recommend to the Governing Board regarding the hiring, performance employment or dismissal of Henry-Stark Special Education District employees, including the Special Education Director.
18. Evaluate the Director of Special Education annually.
19. Negotiate collective bargaining agreements and otherwise meet the obligations of an educational employer under the Illinois Educational Labor Relations Act, except that the Governing Board shall approve all collective bargaining agreements negotiated by the Governing Board.
20. Consider, adjust and resolve grievances of employees whether or not such grievances are raised pursuant to collective bargaining agreements except that the resolution of any grievance involving an expenditure of more than \$5,000.00 shall require a two-thirds majority vote of the Executive Board and any expenditure of \$10,000.00 shall require approval of the Governing Board.
21. Timely and prudently review, develop and implement job descriptions for all Henry-Stark Special Education District employees.
22. Develop and implement an evaluation plan for all Henry-Stark Special Education District employees.
23. Prepare recommendations to the Governing Board for the annual budget.
24. Contract for the purchase or lease of all materials, equipment and supplies and other personal property within the annual budget and/or as directed by the Governing Board.
25. Recommend to the Governing Board the purchase or lease of real property or the purchase or lease or construction of facilities as may be necessary for the operation of Henry-Stark Special Education District.
26. Arrange for employee benefits, including but not limited to employee welfare or other benefit plans such as health and life insurance, and recommend the same to the Governing Board
27. Contract for telephone, internet service, utilities, fuel, maintenance and repair of building sites, facilities and equipment as may be necessary and within the annual budget.
28. Make application for state and federal aid and grants in cooperation with the Member Districts in respect to special education.
29. Enter into agreements with any agency deemed by the Governing Board appropriate to further the purposes of these Articles of Agreement or as instructed by the Governing Board.

30. Place matters on its agenda for its regular or special meetings that have been timely brought to the attention of the chair of the Governing Board by a member district or the superintendent of a member district.
31. Report to the Governing Board by causing 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 by the Governing Board.
32. Assign to the Director of Special Education such duties, and responsibilities as it sees fit, including, without limitation, developing timely recommendations of any of the foregoing, consistent with these Articles of Joint Agreement, and policies of the Governing board.
33. Carry out all such other duties and functions as are delegated or instructed by the Governing Board in a manner consistent with these Articles of Joint Agreement, policies adopted by the Governing Board and by applicable statute and federal law and regulation.

H. Executive Board Management Function

1. The Governing Board shall establish the annual budget and general policies of the Henry-Stark Counties Special Education District. The Executive Board and Executive Director shall carry out management functions, and ensure the day-to-day and periodic conduct of affairs of the Henry-Stark Counties Special Education District in accordance with these Articles of Joint Agreement.
2. The Executive Board and Director of Special Education are responsible for effectuating all of the acts, matters, policies, procedures, rules or regulations as are necessary to effectively and efficiently carry out the activities of the Henry-Stark Counties Special Education District to the extent not provided by the policies or acts of the Governing Board. Notwithstanding the foregoing, the Governing Board retains ultimate authority and control of the Henry-Stark Counties Special Education District and may at any time alter, amend, overturn or otherwise change the decisions or actions of the Executive Board.

I. Executive Board Voting – Quorum

1. Issues shall be passed by majority vote of the members present when the presence of a quorum has been established.
2. A quorum of the Executive Board shall consist of five (5) members present. Each member of the Executive Board shall have one vote.
3. The right to make motions and vote is reserved for the members of the Executive Board or the Superintendents' (District) Designee voting by proxy.

A Administration

1. An Administrator of the Henry-Stark Counties Special Education District, here after known as the Director of Special Education, shall be employed by the Governing Board after consideration of the recommendation of the Executive Board.
2. The Director of Special Education shall have knowledge of special education programs and services and shall have previous experience in the field of special education. The Director of Special Education 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. The Director of Special Education shall possess other qualifications as recommended by the Executive Board.

B. Duties of the Director of Special Education

The Director of Special Education shall be the chief executive and administrative officer of the Henry-Stark Counties Special Education district and shall have, under the direction of the Executive Board, general supervision of all the personnel, instructional programs, and business affairs of the Special Education District. The Director of Special Education is responsible for the management of the Special Education district under the District's Policies, and is responsible to the Governing Board, and the Chairperson of the Executive Board. The Director of Special Education shall perform such leadership and administrative duties as are necessary or prudent for the position. The Director of Special Education shall:

1. Attend all meetings of the Governing Board and the Executive Board.
2. Prepare and present the annual budget prior to June 1 for the ensuing fiscal year to the Executive Board and the Governing Board for consideration and action.
3. Manage and administer the day-to-day operations of services and programs in the Special Education District.
4. Prepare special education reports, claims, application forms and other requirements of the Superintendent of the Educational Service Region and the State Superintendent of Education.
5. Recommend employment and assignment of special education personnel.
6. Implement the requirements of special education set forth in 23 Illinois Administrative Code 226, Article 14 of the School Code, the Individuals with Disabilities Education Act, and all other relevant statutes and regulations.
7. Coordinate and provide educational direction for all special education personnel employed by the Henry-Stark Counties Special Education District and/or its member districts.

8. Plan and implement inservice programs for all personnel under the Henry-Stark Counties Special Education District.
9. Prepare, as necessary, news releases and perform other public relations functions.
10. Arrange for an annual audit and inventory of assets and liabilities of the Henry-Stark Counties Special Education District.
11. Prepare applications for State and/or Federal funds.
12. Prepare all reports and claims necessary to meet statutory and/or administrative requirements to qualify for State and/or Federal funds.
13. Prepare an agenda for all meetings of the Governing Board and Executive Board. The agendas shall be sent to the memberships five days in advance of the meetings.
14. Direct and manage all employees of the Henry-Stark Counties Special Education District.
15. Provide consultative services to member school districts via superintendents, principals, other authorized administrators, and Member District special education employees.
16. Carry out all such other duties and functions as are delegated or instructed by the Governing Board or Executive Board in a manner consistent with this Articles of Joint Agreement, policies adopted by the Governing Board and by applicable statute and federal law.
17. Timely recommend effective policies, practices, rules, regulations, procedures, and actions for the Henry-Stark Counties Special Education District.
18. Carry out all duties and responsibilities in a timely, prudent, and effective manner, consistent with this Articles of Joint Agreement, policies adopted by the Governing Board and by applicable statute and federal law.
19. Assure the proper qualification and certification, licensure or approval for all employees of the Henry-Stark Counties Special Education District.

- C. Qualifications of Assistant Director and Technical Assistance Supervisors
 All administrative and supervisory staff shall hold appropriate certification and/or approval for their assigned duties. Their area of assignment shall be the responsibility of the Director of Special Education.

ARTICLE VI TYPES OF PROGRAMS

Henry-Stark Counties Special Education District programs and services shall be developed in accordance with applicable state and federal law and regulation.

A. Local District Programs

1. Local district programs operated by a member school district and operated through that member district's employees, and financed by that member district shall not be deemed programs of the Henry-Stark Counties Special Education District. The Director of Special Education will provide consultation concerning local district programs, but the Henry-Stark Counties Special Education District shall not financially support local district programs, or otherwise.
2. The Local District Program will be financed directly by that District and all personnel will be considered employees of the District.

B. Inter-District Programs

1. Inter-district programs shall be those serving two or more member school districts. The Director of Special Education shall recommend inter-district programs to the Executive Board.
2. The Executive Board shall determine which inter-district programs shall be established, and continued, and which member school districts such programs shall serve.
3. Any full-time professional worker who is employed by the Henry-Stark Counties Special Education District and spends over 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.
4. The Director of Special Education shall be responsible for recommending needed inter-district programs to the Executive Board and shall confer with the proper school officials as needed.

C. Regional Programs

1. Regional programs shall refer to those special education programs and services that have been established by the Illinois State Board of Education to service those children considered to be in low prevalence categories. Such regional programs are designed to provide consultative and support services to the local districts and the joint agreement.
2. The Director of Special Education shall advise the Executive Board on the need for the degree of participation in the regional program. Upon the recommendation of the Administrative Committee and the approval of the Executive Board, the Director of Special Education shall act as their representative.
3. Any costs incurred through participation in the regional program must be approved by the Executive Board.

D. Private School or Facilities

Member Districts shall be responsible for all educational transportation and other costs of special education and related services costs of students who, because of the nature or degree of disability, or other needs of the child, are placed in private facilities.

ARTICLE VII FINANCE

A. Budget Preparation

The annual budget for the ensuing year, hereafter known as the Budget, shall be prepared by the Director of Special Education and submitted to the Executive Board by May. The Executive Board shall submit the Budget and its recommendations to the Governing Board who shall approve the Budget in final form by September 1.

B. Scope of the Budget

The Budget as prepared shall be detailed and on the form required by the Illinois State Board of Education. The Budget shall show an estimated breakdown of costs for all anticipated and proposed programs.

C. Billing Procedures

A policy formula or formula for assessing costs to the Member Districts of the Joint Agreement shall be recommended by the Executive Board and approved by the Executive Board.

D. Assessment and Payment of Costs. Member District Responsibility

1. Each member district shall be, and hereby agrees to pay to the Henry-Stark Counties Special Education District its assessment of all costs of the Henry-Stark Counties Special Education District, in accordance with the formula or policy adopted by the Governing Board. Payments shall be billed and paid monthly.
2. The policies for formula for assessing costs shall be developed by the Governing Board, and after recommendation by the Executive Board. The policy or formula shall be uniformly applied to member districts.

ARTICLE VIII TRANSPORTATION

The responsibility for transportation shall be the duty of the student's resident school district. The Director of Special Education shall advise Member Districts of applicable law and regulation applicable to transportation, and shall cooperate, and endeavor to enlist the cooperation of other member districts in respect to transportation. Unless otherwise stated by the Governing Board, special transportation shall be in accordance with Subpart M: of the 23 Illinois Administrative Code 226.

ARTICLE IX FISCAL YEAR

The fiscal year of the Joint Agreement shall begin July 1 and end the subsequent June 30.

ARTICLE X

VOLUNTARY WITHDRAWAL

A. Petition for Voluntary Withdrawal

A member school district wishing to propose its own voluntary withdrawal from the Henry Stark Special Education District may do so by petition mailed or delivered in person to the Executive Director and superintendents of all other member school districts, with a copy thereof to the regional superintendent of education. The petition shall in all respects comply with School Code Section 10-22.13 (105 ILCS 10-22.31).

The petition shall be supported by a resolution of the school board proposing withdrawal, a copy of which shall be included with the petition. The petition shall specify the year of proposed withdrawal. Withdrawal may become effective only on July 1 of the year the school district proposes, and the petition shall so provide. The petition shall be mailed to the respective parties by certified mail, return receipt requested, no later than 610 calendar days prior to the proposed effective date of withdrawal.

B. Executive Director's Report

Within 60 calendar days of receipt of the petition for voluntary withdrawal, the Executive Director shall prepare and deliver to the Executive Board and regional superintendent, for comment and review, the Executive Director's report of the likely effect of voluntary withdrawal upon the Henry Stark Special Education District. Such report shall provide relevant information and analysis of the likely effects of withdrawal, with respect to:

1. Administration of the Henry Stark Special Education District
2. Staffing of both professional and educational support employees
3. Potential reductions-in-force or transfer of employment
4. Programs
5. Financing
6. Housing
7. Method of disposing of property occasioned by voluntary withdrawal
8. Indebtedness, including bonded indebtedness, if any
9. Contracts
10. Collective bargaining agreements or collective bargaining obligations
11. Employee benefit plans such as health and medical, 403(b) ("tax sheltered annuity"), section 125 ("cafeteria") and medical expense reimbursement plans
12. Fiscal and monetary effects of voluntary withdrawal upon the Henry Stark Special Education District
13. Projection of operational and programmatic issues presented by withdrawal.
14. Projection of costs for remaining school districts to provide Henry Stark Special Education District special education and related services assuming the voluntary withdrawal occurs
15. Any other significant effects likely to be occasioned by the voluntary withdrawal petitioned for

For the purpose of developing the report, the Executive Director shall be authorized to consult with attorneys, accountants, financial advisors, the regional superintendent, State Board of Educational staff, and any other consultant, person or source deemed useful or prudent by the Executive Director or the Executive Board.

C. Executive Board Action and Recommendation

Within 60 days of receipt of the Executive Director's report, the Executive Board shall either accept or modify the report, or direct that the Executive Director amend the report with additional information or analysis, specifying a date no later than 45 days there from for resubmission of the report by the Executive Director to the Executive Board.

At any time following receipt of the Executive Director's report the Executive Board or an authorized sub-committee of its member may engage in discussion and negotiation with the school district seeking voluntary withdrawal to determine whether there would exist mutually satisfactory terms and conditions upon which the voluntary withdrawal could be recommended by the Executive Board to the Governing Board.

Within 180 days of the original filing of the petition by the school district seeking to voluntarily withdraw from the Henry Stark Special Education District, the Executive Board shall advise the Governing Board whether or upon what terms it will recommend that voluntary withdrawal be approved by the Governing Board.

D. Governing Board Action

Within 30 days of the Governing Board's receipt of the recommendation of the Executive Board the Governing Board shall determine whether to approve the withdrawal to the non-withdrawing school districts. Should the Governing Board approve voluntary withdrawal, a copy of the Executive Director's report shall be provided to any sole and exclusive bargaining representative of employees of the Henry Stark Special Education District.

E. Unanimous Consent Required

Voluntary withdrawal shall be accomplished only by unanimous consent of the non-withdrawing school districts evidenced by a resolution of each school board of the non-withdrawing school districts. Such resolution shall be substantially identical among the non-withdrawing school districts and shall include by reference or otherwise the terms, if any, upon which voluntary withdrawal has been agreed to.

F. Sale or Disposition of Assets

If sale or other disposition of property, real, personal or mixed will be necessary or prudent as a result of the voluntary withdrawal, in the judgment of the Governing Board, the sale or disposition may occur as determined by the Executive Board in any fashion permitted by law. Any such sale or other disposition shall be effectuated as the Executive Board, in its judgment, determines is most likely to result in the highest net return to the Henry Stark Special Education District, including costs of sale or disposition, such as but not limited to costs of preparation for sale, advertising, brokerage and attorneys fees. Unspent Federal IDEA Part B Funds generated by the students of withdrawing district will be returned upon full payment of financial obligations.

G. Costs of Sale or Disposition of Assets

In case sale or other disposition occurs, the withdrawing district shall pay all costs of sale or disposition, unless agreed otherwise by resolution of two-thirds of the Executive Board membership. Proceeds of sale shall be payable to and inure to the benefit of the Henry

Stark Special Education District, except if the proceeds of sale exceed the costs of acquisition, then the excess proceeds shall be utilized to the extent available to reimburse costs of sale paid by the withdrawing district.

H. Costs of Effects or Impact of Withdrawal

All costs occasioned by the effects or impact of the withdrawal, including but not limited to costs of negotiation or renegotiation, drafting of documents, unemployment claims, insurance withdrawal liabilities, and accountants, attorneys or other professional fees shall be paid by the withdrawing district, unless clearly unreasonable or unnecessary.

It shall be the duty of the withdrawing member school district to notify the state board of education and regional superintendent in writing of any withdrawal approved by unanimous consent.

I. Member Boards Do Not Concur

If the Henry Stark Special Education District 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 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 Article X subsection A above.

J. Same Cost Allocation for Withdrawal by Petition

In case of withdrawal by petition to the regional board of school trustees, board(s) of school trustees or boards of education, as may be applicable, for non-voluntary dissolution pursuant to 105 ILCS 5/10-22.31, if such petition is allowed, then the provisions of this Article, subsection F, G and H shall apply.

K. Effect of Withdrawal

In the event voluntary withdrawal from Henry-Stark Special Education District is granted, the withdrawing member district shall not be deemed entitled to any share or offset in respect to the assets of Henry-Stark Counties Special Education District, which shall be forfeited to Henry-Stark Counties Special Education District. The former member district shall continue to be liable for all obligations it owes or incurred in respect to Henry-Stark Counties Special Education District, or the programs, or services it provided, whether due before, on or after the effective date of withdrawal.

A. Effect of Dissolution

Dissolution of Henry-Stark Special Education District shall terminate its existence. Upon Dissolution, Henry-Stark Special Education District shall not thereafter carry on any business, except that necessary to conclude and wind up its 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 pro-rata basis among the Member Districts based upon any formula developed and adopted by the Governing Board, and applicable state statutes and regulations. In the absence of a formula developed and adopted by the Governing Board, assets shall be divided pro-rata among the Member Districts in the same ratio that total student enrollment of all member districts bears to the student enrollment of each member district. Total Student Enrollment shall be the December enrollment of the school year prior to the effective date of dissolution.
5. Causing the honorable dismissal, or otherwise terminating or transferring the employment of Henry-Stark Special Education District employees.
6. Any other act necessary to wind-up and liquidate its business and affairs.

ARTICLE XII EFFECT OF AGREEMENT

In the event that the Governing Board or a court or administrative body of competent jurisdiction determines any section or part of any section of this Agreement violates any applicable statute or regulation, and all appeals have been exhausted or the time for appeal has run, such section or part hereof shall be invalid, and shall not be binding upon the Member Districts.

ARTICLE XIII PROVISIONS FOR AMENDMENTS TO THE ARTICLES OF JOINT AGREEMENT

These articles may be amended by a simple majority vote of the Governing Board. Provided that:

1. The proposed amendment was approved by the Executive Board prior to its presentation to the Governing Board.
2. The proposed amendment was first considered at the previous Governing Board meeting and tabled for later consideration.
3. Notice of the proposed amendment was mailed to the Governing Board members in written form at least five days prior to the initial meeting and/or the subsequent meeting when presented for consideration.

ARTICLE XIV REVIEW

Every two years, the Executive Board shall have prepared a full evaluation of these Articles of Joint Agreement and report the results of the evaluation to the Governing Board at its regularly scheduled May meeting.

Amended: 3/21/89, 12/25/90, 11/26/91, 9/24/92, 1/20/94, 1/25/01, 3/27/03, 9/16/04, 05/19/05, 08/17/06, 03/18/10, 06/16/11, 02/26/2015