

PERANDOE SPECIAL EDUCATION DISTRICT
CONSTITUTION

ARTICLE I - Name

Section 1. The within program shall be known as the Perandoe Special Education District.

ARTICLE II – Purpose

Section 1. The purpose shall be to operate a special education program to meet the needs of children residing within the school district of any and all members.

ARTICLE III – Organization

Section I. Membership

- a. Initial membership in this program shall be extended to all school districts who enter into this agreement on or before February 1, 1969.
- b. Withdrawal from the Cooperative will be in compliance with 105 ILCS 5/10-22.31 of the Illinois School Code, and as set forth herein:
 - 1) Notice: A member district wishing to voluntarily withdraw from Perandoe Special Education District must provide written notice no later than twelve (12) months prior to the requested effective date of withdrawal to the Representative Assembly and Management Council of its intent to file a petition to withdraw. Said notice must be accompanied by a written resolution from the Member District's Board of Education approving the withdrawal.
 - 2) Within thirty (30) days of providing the notice in (a) above, the withdrawing district must present a written petition for withdrawal from this Joint Agreement. Upon consideration of the petition, the Management Council and the Representative Assembly shall, separately or together, issue a statement of recommendations in response to the petition. That statement of recommendations shall be provided by certified mail to each Member District, including the withdrawing district, within sixty (60) days of receipt of the petition.

- 3) Within sixty (60) days of receipt of the petition and statement of recommendations, the Board of Education of each Member District shall consider the petition, and shall pass a resolution either approving or denying the petition. Upon approval of each of the remaining Member Districts, the withdrawing district shall be withdrawn from Perandoe Special Education District the following July 1 and shall notify the Illinois State Board of Education of the approved withdrawal in writing.
 - 4) Should the petition not be approved by each Member District, and within ten (10) days of the expiration of the sixty (60) day period described Paragraph b (3), the Director of Perandoe Special Education District and the Superintendent of the withdrawing district shall cause a copy of the petition for withdrawal and the statement of recommendations to be filed with the Regional Board of School Trustees in any county having jurisdiction over one or more of the Member Districts, pursuant to 105 ILCS 5/10-22.31(a). The Regional Board(s) of School Trustees having jurisdiction shall conduct a hearing on the petition as required by 105 ILCS 5/10-22.31(a).
 - 5) In the event withdrawal from Perandoe Special Education District is granted by the procedures set forth herein in paragraphs b (3) or b (4), the withdrawing Member District's share of the assets of Perandoe Special Education District shall be forfeited to Perandoe Special Education District. The former Member District shall be entitled to no interest of any nature in the assets of Perandoe Special Education District, nor reimbursement therefore, but shall continue to be liable for all its obligations whether due on the date of withdrawal or accruing thereafter. Furthermore, the former Member District shall maintain its obligation to pay its proportionate share of the principal and interest on any bonds and notes as required by 105 ILCS 5/10-22.31, notwithstanding the district's withdrawal from membership.
 - 6) Perandoe Special Education District and the withdrawing district will agree in writing regarding any unspent Part B funds generated by the withdrawing district.
- c. In the event two (2) or more of the current Member Districts form one (1) district, as a result of consolidation, annexation or other form of reorganization, the new or resulting district shall become a member of this Joint Agreement without further action of the Board of Education. In the event one or more of the current Member Districts combine with one or more public school districts which are not Member Districts by

consolidation, annexation or other form of reorganization, the new or resulting district may become a member of the Joint Agreement by petition as set forth in paragraph (d).

- d. Any school district not presently a member of this Cooperative may, upon submission of a proper resolution by the Board of Education, apply for membership in this Joint Agreement. Upon approval of a majority of the Representative Assembly, the application shall be considered adopted and membership shall take effect on July 1, of the following fiscal year. To be eligible for membership, a school district shall not be part of, or shall have successfully detached from, any other special education joint agreement district. Such a district making application for membership shall present evidence of the existence of no fiscal or legal obligations pursuant to 105 ILCS 5/10-22.31. An administrative fee for late entry into the program shall be determined by the Representative Assembly.

- e. Dissolution: Dissolution of Perandoe Special Education District shall terminate its existence. Voluntary dissolution shall occur through the same procedures and timelines as withdrawal described in section (b), except that should Dissolution not be approved by the Board of Education of each Member District, no referral to the Regional Board of School Trustees shall occur. Upon Dissolution, Perandoe 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 Representative Assembly, and applicable state statutes and regulations. In the absence of a formula developed and adopted by the Representative Assembly, 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 Perandoe Special Education District employees.

6. Any other act necessary to wind-up and liquidate its business and affairs.
7. Unexpended Part B funds will follow each member district upon Dissolution.

Section 2. Administrative District

- a. The Representative Assembly shall enter into a contract with a Member District to serve as Administrative District.
- b. Said Administrative District shall act as fiscal and legal agent for the Member Districts, and in that capacity, shall lay off and discharge personnel and administer this Agreement unless otherwise provided herein.
- c. The Administrative District is authorized to delegate to the Management Council authority to manage particular operations of the Joint Agreement, in accordance with its terms set forth in the delegation, always reserving to itself the full authority to continue to administer the Joint Agreement, in accordance with its terms.
- d. The Administrative District shall seek the advice of the Management Council on matters pertaining to employment and budget as provided for in this Joint Agreement and in annual delegations to the Council.
- e. The Administrative District shall:
 1. Recommend and approve amendments to the Articles of Joint Agreement.
 2. Take any action which can only be approved by the Administrative District.
 3. Consider any other matters placed on the agenda.
 4. Determine and publish annually any management delegations to the Management Council that it deems appropriate.
 5. Ratify and approve, if appropriate, the actions of the Management Council, including but not limited to hiring Cooperative employees.

Section 3. Representative Assembly

- a. The Representative Assembly shall be composed of one (1) member of the Board of Education of each of the Member Districts. The Board of Education of each district shall select its representative and shall accept the responsibility of notifying the Secretary of the Representative Assembly of such selection.
- b. The Representative Assembly may elect a Chair and Vice Chair after receiving recommendations from the Management Council and shall appoint the Administrative Secretary of the Cooperative to serve as Secretary of the Representative Assembly.
- c. The Representative Assembly shall hold meetings at least annually, usually in July, to:
 - 1. Approve Perandoe bylaws and constitution.
 - 2. Give the Administrative District approval to appoint the members of the Management Council.

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

- d. The Representative Assembly shall serve as an advisory body and may make recommendations regarding policies and other matters to the Board of Education of the Administrative District and to the Management Council.
- e. No officer or member of the Representative Assembly shall receive compensation for service in relation to the Board responsibilities. However, upon approval by the Representative Assembly and upon proper submission of an itemized statement, any member of the Representative Assembly may be reimbursed for mileage resulting from the performance of duties in connection with the Special Education District. Such reimbursement of expenditures shall not exceed the limits established in the annual budget.

Section 4. Management Council

- a. The Administrative District shall appoint a Management Council consisting of 1) the Superintendent of each of the Cooperative's Member Districts and 2) the Regional Superintendent or Superintendents of

Schools of the territory of the Cooperative's Member Districts. Each Superintendent so appointed shall serve on the Management Council as long as he or she is Superintendent of a Member District. A new Superintendent shall automatically become a member on the Management Council in lieu of his or her predecessor. The Management Council shall have a minimum of seven (7) members.

- b. All Management Council meetings shall be open to members of the Representative Assembly and the Board of Education of the Administrative District.
- c. The Management Council shall carry out the functions delegated to it annually by the Administrative District in a manner consistent with this Joint Agreement and according to the specific provisions relating to the Management Council in this Article.
- d. The Management Council organized hereunder shall hold regular monthly meetings and special meetings at the call of the Chairman or any four (4) members. All meetings held under the provisions of this Agreement shall be conducted in compliance with the Open Meetings Act of Illinois and shall be governed in their action by Robert's Rules of Order. The monthly meetings of the Management Council shall be held in a place established by the Administrative District.
- e. The Management Council shall elect a chair and a Vice Chair. The Administrative Secretary shall serve as the Secretary of the Management Council. The Chairman shall perform all functions customarily inherent in a presiding officer. The Secretary shall perform all functions customarily inherent in offices of a secretary. The Management Council shall establish procedures and regulations for the conduct of its meetings and business procedures. Measures shall be passed by majority vote of those present voting on the measure when the existence of a quorum has been established unless otherwise specifically stated herein. A quorum shall consist of a majority of the members of the Management Council.
- f. Each Member District shall have one (1) and only one (1) vote on the Management Council.
- g. The Management Council shall carry out management functions in the day-to-day conduct of the Cooperative operations in accordance with the authority annually delegated to it by the Administrative District.
- h. The Management Council shall cause a copy of the minutes of each of its meetings to be forwarded to the Superintendent of the Administrative District for distribution to the Superintendent of each Member District after approval.

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

ARTICLE IV – Personnel

Section 1. Director

- a. The Director of the Perandoe Special Education District shall be recommended by the Management Council for employment by the Administrative District Board of Education, consistent with the requirements of 105 ILCS 5/10-22.31. The Director must hold proper state certification/approval and shall serve as the State-Approved Director of Special Education for the Member Districts.
- b. His powers and duties shall be determined by the Management Council.

Section 2. Other Special Education personnel shall be recommended for employment and approved by the Management Council. Any full-time qualified worker, as defined by the Illinois School Code, who is employed by a Cooperative program and spends over fifty percent (50%) of his or her time in one school district shall not be required to work a different teaching schedule than the other qualified workers in that district.

ARTICLE V – Operations

Section 1. The persons employed, all means used and all schedules effected under this program shall meet the requirements as shall be, from time to time, established by the Division of Special Education of the Office of the State Superintendent of Education.

Section 2. The program shall be operated to provide special education for the children of all Member Districts, having regard to those most needful of such special education, age groupings, availability of personnel and facilities for classes, and the financial status of the programs. All classes established now or in the future shall be administered by the local Board of Education of the district sponsoring said class or classes.

Section 3. Programs run by Perandoe Special Education District do not and will not house students overnight.

ARTICLE VI – Transportation

Section 1. Each member district shall assume the responsibilities of providing transportation for the students of that district attending the special classes organized and sponsored by the Perandoe Special Education District.

Section 2. Transportation cost of Special Education Administrative personnel shall be deemed an administrative cost.

ARTICLE VII – Financing

Section 1. This program shall be financed by all Member Districts as follows:

- a. The cost of that portion of the special education program related to administrative personnel (*), space, rental, utilities, supplies, travel, materials, and equipment shall be divided among the Member Districts on the basis of the proportion of students residing in each individual district, whether school attendance is public or non-public, whether attending their district's public schools or another district's school, including those students being sent by their district to private facilities, to the total enrollment of all participating districts. The Perandoe office shall obtain the enrollment figures from the parochial schools and make the necessary adjustments to each individual district's enrollment figure. The computation shall be based on 85% of the previous year's Fall Enrollment, including non-public enrollment, and 15% three year average of DHS poverty figures.
 1. One-fourth of the payment shall be on or before July 15th, one-fourth on or before October 15th, one-fourth on or before January 15th, and one-fourth on or before April 15th.
- b. Any other expenditure (except Section 3 below) incurred in the operation of the program shall be prorated among the member districts on a per capita, or flat rate, basis using the same 85/15 calculation as above..

Section 2. The Director shall cause the preparation of a tentative budget for the next fiscal year. This tentative budget, with supporting fiscal data, shall be circulated to all members of the Management Council on or before June 1st annually or prior to any action obligating expenditures from the next fiscal year's budget. The

proposed budget shall be adopted at the regular July meeting of the Management Council and forwarded to the Administrative District for appropriate public hearing and adoption as required by law.

Section 3. All monies received by the Administrative District shall be deposited in a bank, approved by the Management Council, and shall, by voucher or check, be paid out as the Management Council and/or Representative Assembly of the Special Education District shall from time to time authorize.

*Director, clerical and custodial help and others as determined by the Management Council.

ARTICLE VIII – Amendments

Section 1. This program may be altered or changed at any time by a majority vote of the total membership of the Representative Assembly.

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