

GOVERNANCE

CONSTITUTION OF THE RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE

100-1. ARTICLE I – NAME AND AUTHORITY

- 100-1.01 Name. The name of this joint agreement shall be: THE RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE (hereinafter the “Cooperative”).
- 100-1.02 Authority. See Article 10-22-.31 of the *School Code*. (This section gives authority and guidelines to establish and operate joint agreements.)

100-2. ARTICLE II – PURPOSE

The purpose of this Cooperative shall be to encourage, develop, operate, or assist in the operation of those special education programs needed for children with disabilities in conformity with Article 14 of the *School Code*.

Inasmuch as many of the policies in this Constitution reflect or restate present provisions of the *School Code*, the following overall policy shall prevail: Any statute duly enacted by the Illinois legislature shall take precedence over the terms of this Constitution.

100-3. ARTICLE III – MEMBERSHIP

- 100-3.01 Member Districts. Current membership in the Cooperative includes the school districts listed on Appendix A attached hereto. The Governing Board shall revise Appendix A when necessary to reflect changes in membership of the Cooperative, and such revisions shall not constitute an Amendment to this Constitution.
- 100-3.02 Admittance of Member Districts. Membership shall be granted by a two-thirds vote of the member schools but is subject to approval by the Illinois State Board of Education.
- Membership may be secured by agreement of the Board of Education of the district involved to the Constitution in its entirety and by payment of an entrance fee as recommended by the Director and approved by the RCCSEC Governing Board and by the Board of Education of the district involved. This fee shall be based on a fair evaluation of the current assets of the Cooperative.
- 100-3.03 Continued Membership. Membership shall continue and member districts shall be bound hereby from year to year.
- 100-3.03 Voluntary Withdrawal by a Member District.
- (A) Procedures. Voluntary withdrawal of a Member District from the Cooperative shall comply with the procedures set forth in Section 10-22.31 of the *School Code* (105 ILCS 5/10-22.31) as amended, or any successor legislation and any state rules and regulations governing the same. Such withdrawal shall be effective as provided by said statute and regulations. Consistent with law, a Member District may seek to withdraw from the Cooperative either by filing a Petition for Withdrawal with the appropriate Regional Board(s) of School Trustees (or successor body as provided by law) or by filing a Petition to Withdraw with the other Cooperative Member Districts.

- (B) Advance Notification. In either event, a Member District seeking to voluntarily withdraw from the Cooperative shall have its Board of Education adopt a resolution in support of such voluntary withdrawal and must provide said resolution to the Governing Board by March 1st of the year preceding the requested effective date of withdrawal. Said resolution shall state the reasons for the proposed withdrawal as well as the proposed effective date of withdrawal, which in no event shall be less than sixteen (16) months from the date the resolution is submitted to the Governing Board. The Governing Board shall provide such resolution to the Regional Superintendent of the appropriate Regional Office(s) of Education (or successor body as provided by law) and to each Member District's Superintendent and President of the Board of Education.

- (C) Consensual Withdrawal. A Member District may file a Petition for Withdrawal with the other Cooperative Member Districts no less than sixteen (16) months prior to the proposed effective date of withdrawal. Such Petition shall, at a minimum, specify the basis for the proposed withdrawal, the proposed effective date of withdrawal, and such other information as the petitioning Member District wishes to provide. The Member District Boards of Education shall consider said Petition and take such action regarding the Petition as they consider appropriate. Any Board of Education may request additional information from the Member District petitioning for withdrawal (the "Petitioning District"), and the Petitioning District shall comply with all reasonable requests for information and documents. Member Districts' Boards of Education shall consider the Petition and, if they vote to approve the Petition, shall do so by written resolution. Such resolution shall be forwarded to the Executive Director and all Member Districts. If a Petition for Withdrawal is approved by all Member Districts, the Petitioning District shall be withdrawn from the Cooperative effective the succeeding July 1st. The Petitioning District shall notify the Illinois State Board of Education in writing of the withdrawal upon approval by all Member District Boards of Education.

- (D) Non-Consensual Withdrawal. A Member District not wishing to utilize the consensual process provided in Section (C) above, or whose Petition under Section (C) was not approved, may adopt a resolution as provided in Section (B) above and file a Petition for Withdrawal with the appropriate Regional Board(s) of School Trustees (or successor body as provided by law). Said Petition shall be simultaneously submitted to the Executive Director, who shall provide a copy to all Member District Superintendents. The Executive Director and Advisory Committee shall review said Petition and recommend to the Governing Board the content and manner of response on behalf of the Cooperative. The Governing Board shall make final determinations regarding the Cooperative response to a Petition for Withdrawal filed with the Regional Board(s) of School Trustees.

100-3.04

Expulsion of a Member District. If any Member District fails to make any payments as required herein, or breaches any other provision of this Joint Agreement or Governing Board policy, the Governing Board may remove such Member District from membership in the Cooperative as follows:

- (A) Notice. Upon approval of a majority of the Governing Board, a written notice shall be forwarded to the Board of Education of the Member District in question, specifying in detail the items that the Governing Board deems sufficient to justify removal of the Member District from the Cooperative. The notification shall specify the period of time in which such items are to be corrected or appropriate corrective steps are to be taken.

- (B) Hearing. Should the Member District fail to take the remedial action required in the aforementioned notice to the satisfaction of the Governing Board, the Governing Board shall, upon reasonable written notice, call a special meeting, at which time the matter shall be brought before the Governing Board for hearing and action. At least thirty (30) days written notice of the time and place of such hearing shall be given to the Member District in question by certified mail addressed to the superintendent of said Member District. The Member District in question shall be permitted to appear and to submit reasons why it should not be removed from membership.
- (C) Action. A two-thirds (2/3) vote of the entire Governing Board shall be required to terminate the membership of a Member District in the Cooperative. Removal from membership shall not relieve the Member District of the obligations incurred during its membership in the Cooperative and such termination shall become effective as determined by the Governing Board.

100-3.05

Accounting Upon Withdrawal or Expulsion.

- (A) Cooperative's Net Assets. If a Member District seeks to withdraw or is expelled from the Cooperative, the withdrawing or expelled Member District shall not be entitled to any share of the Cooperative's Net Assets, with the sole exception of any unspent Federal IDEA Part B Funds generated by students in the withdrawing or expelled Member District. For the purposes of this Joint Agreement, the Cooperative's Net Assets are defined as all Cooperative real property (the fair market value of which has been appraised by an Illinois licensed real estate appraiser), personal property, and fund balances, less all expenses and Cooperative debt as of the effective date of withdrawal or expulsion, whichever is applicable. Fund balances shall not include any unspent Federal IDEA Part B Funds generated by students in the withdrawing or expelled Member District; these carryover funds shall be returned to the withdrawing or expelled Member District.
- (B) Liabilities. A withdrawn or expelled Member District shall continue to be liable for its proportionate share of the principle and interest on any outstanding and unpaid bonds or notes issued by the Cooperative while that school district was a Member District, as well as all other liabilities incurred by the Cooperative while the withdrawn or expelled school district was a Member District, including, but not limited to, costs and legal fees incurred in responding to a withdrawal or expulsion. Notwithstanding the above, however, a withdrawn or expelled Member District shall not be liable for any liabilities that are renewed or extended after the Member District has withdrawn or been expelled from the Cooperative. Proportionate share shall be calculated by dividing the total enrollment of the withdrawn or expelled Member District by the combined total enrollment of all Member Districts as of the effective date of the withdrawal or expulsion, whichever is applicable or, in the case of bonds or notes, as otherwise provided for in the resolution authorizing the issuance of the bonds or notes.

100-4. ARTICLE IV – GOVERNING BOARD

100-4.01

Governance Structure. There shall be a Governing Board whose membership, responsibilities and authority are described in this Article IV. The Governing Board shall serve as the legal and fiscal entity of RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE. There shall also be an Executive Board whose membership, responsibilities and authority are described in Article V. The Executive Board shall administer RCCSEC under the direction of the Governing Board as authorized pursuant to 105 ILCS 5/10/22.31.

100-4.02 Membership and Composition of the Board. One member of the Board of Education of each Member District shall serve as a member of the Governing Board. On or before June 30, 2014 and at the regular meeting in June immediately following a school Board election thereafter, each Board of Education of each Member District shall act to appoint one of its membership to serve as the designated member of the Governing Board. In the event a Board of Education fails to act to designate said member, the President of the Board of Education shall serve as the member of the Governing Board until such time as the Board of Education acts upon the appointment.

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

Boards of Education of Member Districts may act at any time to appoint one of its members to the Governing Board to fill a vacancy. Until such time as a vacancy is filled, the President of the Board of Education shall serve as the member of the Governing Board.

All terms of membership on the Governing Board shall terminate at the regular meeting of each Member District's Board of Education immediately following a school Board election. In addition, membership on the Governing Board shall terminate upon resignation from a Member District Board of Education.

No member of a Board of Education of a Member District who is gainfully employed by RCCSEC or who is employed by another Member District may be appointed by a member school district to the Governing Board. Governing Board members shall not receive salary or other compensation from RCCSEC, except duly approved reimbursement for any expenditures resulting from the performance of duties in connection with the RCCSEC Governing Board.

100-4.03 Meetings. The Governing Board shall meet a minimum of two (2) times each fiscal year and at other times as deemed necessary for the proper operation of the RCCSEC. One of the meetings shall include a hearing on the proposed budget for the ensuing fiscal year. Special meetings may be held at the call of the Executive Director or the Chairman of the Governing Board. All meetings of the Governing Board shall be conducted according to the *Open Meetings Act, 5 ILCS 120/1 et seq.*

100-4.04 Voting. A majority of the member districts shall constitute a quorum. Action may be taken by a majority vote of these school districts present, except for amending the Constitution.

100-4.05 Officers. The RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE Governing Board shall elect a chairperson, a vice chair, and a secretary at a regular meeting or whenever a position is vacated. All terms of office shall be limited to two consecutive years.

(A) The Chairperson shall perform all of the functions customarily inherent in a presiding officer.

- (B) The vice chair shall perform all of the functions customarily inherent in the office of vice chair.
- (C) The secretary shall perform all of the functions customarily inherent in the office of the secretary.

100-4.06 Duties of the Governing Board. The duties of the Governing Board shall include but not be limited to the following:

- a) The Governing Board shall hold an annual budget hearing and adopt the annual budget.
- b) The Governing Board shall adopt an amended budget when such becomes necessary.
- c) The Governing Board shall approve job descriptions for all employees of the Cooperative.
- d) The Governing Board shall consider and act upon the employment status of all personnel. Such action shall be pursuant to other sections of this Agreement and to appropriate State statutes as delineated in the Illinois School Code and State rules and regulations.
- e) The Governing Board shall approve the minutes of its meetings.
- f) The Governing Board, after considering recommendations from the Executive Board, shall employ personnel as deemed necessary for the proper operation of a comprehensive special education program and shall establish salaries and fringe benefits for said personnel, and any other employment matters including suspension, dismissal, and reductions in force after considering the recommendations of the Executive Board; however, the Governing Board shall delegate to the Executive Board the authority to discipline and/or suspend employees except where the action of the Governing Board is specifically required by the Illinois School Code.
- g) The Governing Board shall delegate to the Executive Board the authority to employ specific personnel when such employment is necessary prior to the next regularly scheduled meeting of the Governing board; and the Governing Board shall review and ratify as appropriate the employment of personnel hired by the Executive Board pursuant to delegation by the Governing Board.
- h) The Governing Board shall purchase, build or rent office facilities to house the central office staff through special funds and assessments.
- i) The Governing Board shall recommend and approve amendments to the Constitution of RCCSEC.
- j) The Governing Board shall, consistent with Section 10-22.31 of the Illinois School Code serve as the administrative and legal agent for the RCCSEC.
- k) The Governing Board shall, based upon evaluations conducted by the Illinois State Board of Education, withhold, or cause to be withheld, federal special educational funds from those Member Districts that are found to be in gross noncompliance with federal and state laws and regulations. Such action shall take place as a last resort when all other remedial attempts have failed or when the actions of said Member District jeopardizes the funding of other special education programs of districts within the Special Education Joint Agreement.

100-4.07 Debt. The Governing Board shall not incur any indebtedness except as allowed by applicable State statute.

100-5. ARTICLE V – EXECUTIVE BOARD

100-5.01 Membership. The Executive Board shall consist of the Superintendent or his/her representative for each member district. Each member district shall be entitled to one

vote. The Educational Service Region Superintendent or his designee shall be an ex-officio member of the Executive Board.

100-5.02 Officers. The RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE Executive Board shall elect a chairperson, a vice chair, and a secretary at its August meeting or whenever a position is vacated. All terms of office shall be limited to two consecutive years.

- (A) The chairperson shall perform all of the functions customarily inherent in a presiding officer.
- (B) The vice chair shall perform all of the functions customarily inherent in the office of vice chair.
- (C) The secretary shall perform all of the functions customarily inherent in the office of the secretary.

100-5.03 Meetings. The RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE Executive Board shall regularly schedule meetings. Special meetings may be held at the call of the Executive Director or the Chairman of the Executive Board. All meetings of the Executive Board shall be conducted according to the *Open Meetings Act, 5 ILCS 120/1 et seq.*

100-5.04 Voting. A majority of the member districts shall constitute a quorum. Action may be taken by a majority vote of these school districts present, except for amending the Constitution.

100-5.05 Duties of the Executive Board. 4.11 The duties of the Executive Board shall include but no be limited to the following:

- a) The Executive Board shall consider and recommend the annual budget to the Governing Board.
- b) The Executive Board shall approve the payment of the monthly bills that are within the limitations of the annual budget and consistent with the directions of the Governing Board.
- c) The Executive Board, when necessary, shall consider and recommend an amended budget to the Governing Board.
- d) The Executive Board shall consider and recommend to the Governing Board the approval of job descriptions and salaries for all central office employees and the Director of RCCSEC.
- e) The Executive Board shall consider and make recommendations to the Governing Board concerning the employment or discharge of all RCCSEC personnel, including employing specific personnel when such employment is necessary prior to the next regularly scheduled meeting of the Governing Board.
- f) The Executive Board shall approve the minutes of its meetings.
- g) The Executive Board shall consider the Executive Director's recommendations and shall recommend to the Governing Board the employment of personnel who are filling job vacancies.
- h) The Executive Board shall recommend to the Governing Board the continuation, alteration and continuation, or discontinuation of all contractual services that are within the limits of the budget, including any contracts for the purchase or lease of supplies and materials.
- i) The Executive Board shall carry out such other duties and functions as delegated by the Governing Board, as allowable under this Constitution and the applicable laws.

100-6. ARTICLE VI - EXECUTIVE DIRECTOR AND STAFF

- 100-6.01 Executive Director. A qualified Executive Director, to be employed by the RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE Governing Board. The Executive Director's duties, responsibilities, and authority as approved by the Governing Board are as outlined in the job description.
- 100-6.02 Advisory Committee. An Advisory Committee, which shall consist of a representative from each of the Member Districts who serves in the capacity of Coordinator of Special Education Services or Director of Pupil Personnel Services or similar position, shall be an advisory body to the Director and shall not control either the Executive Director or the Governing Board. The Executive Director shall meet with the Advisory Committee as determined by the Governing Board to seek advice and counsel relating to the daily administration and management of the Cooperative and the needs of the Member Districts.
- 100-6.03 Staff. The Executive Director, or his/her designee, shall be responsible for interviewing and making recommendations to the Governing Board for the hiring, as well as the termination, of all Cooperative staff. The Governing Board shall employ both certificated and non-certificated personnel as needed for the proper functioning of the Cooperative.
- 100-6.04 Professional Worker Schedule. Any full-time professional worker employed by the Cooperative who spends more than fifty percent (50%) of his/her time in one Member District shall not be required to work a different teaching schedule than the other professional workers in that Member District.

100-7. ARTICLE VII – PROGRAMS, HOUSING, AND TRANSPORTATION

- 100-7.01 Programs. The Cooperative shall operate programs on behalf of Member Districts and provide services to Member Districts to meet the educational needs of students with disabilities identified under Article 14 of the *School Code* and Illinois State Board of Education Regulations. The Executive Director and Advisory Committee shall determine what programs and services the Cooperative will offer Member Districts consistent with the Cooperative budget as approved by the Governing Board.
- 100-7.02 Housing/Facilities. Housing required for any program operated by the Cooperative shall be authorized and funded as determined by the Governing Board. Member Districts will provide adequate classroom space to house Cooperative students.
- 100-7.03 Each member district shall assume the responsibility of providing transportation for the students of that district attending specified classes.

100-8. ARTICLE VIII – FINANCING

- 100-8.01 Fiscal Year. The Cooperative's fiscal year shall begin on July 1 and end the following June 30.
- 100-8.02 Budget. A tentative budget of proposed expenditures shall be prepared by the Executive Director each year and presented to the membership of Governing Board at a regular meeting.
- 100-8.03 Assessment of Operating Costs. All expenditures incurred in the operation of the RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE program shall be prorated among the member districts on a per capita cost basis based on student

enrollment as reported by each member district to the Regional Office of Education and the Illinois State Board of Education for the prior school year.

100-8.04 Payment Schedule. Each member district shall pay the Cooperative such sum of money as determined by Section 8.03 above as follows: One-half thereof on or before September 1 based on the estimated enrollment and the adjusted balance before February 1 of each year.

100-8.05 Financing. The Cooperative may utilize any method of financing permitted by law and approved by the Governing Board. All moneys received by the Cooperative shall be deposited in an approved bank selected by the Governing Board, and bills shall be paid as approved by the Governing Board and on the monthly listing of bills by the Executive Board.

100-9. ARTICLE IX – JOINT AGREEMENT WITH OTHER SPECIAL EDUCATION PROGRAMS AND COOPERATIVES

The RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE may enter into a joint agreement with other special education districts, programs, or cooperatives on a two-thirds vote of the Board of Directors and with the approval of the Champaign-Ford County Educational Services Region office and the State Advisory Council on Education of Handicapped Children. Other cooperative arrangements may be made as outlined in Article 10-22.31a of the SCHOOL CODE OF ILLINOIS.

100-10. ARTICLE X – SPECIAL AGREEMENTS

100-10.01 Non-Member Students Receiving Services Within the Cooperative. The RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE may accept children with disabilities from other school districts. The financial arrangements must be approved by the receiving district. The Executive Director will plan for placement and may negotiate necessary financial arrangements subject to the approval of the receiving district.

100-10.02 Member Students Receiving Services Outside the Cooperative. Any Member District in the RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE may send students with disabilities to other Special Education Cooperatives or Programs. Financial arrangements must be arranged by the sending and receiving districts. If resulting costs are to be incurred by RCCSEC, prior approval must be obtained through the Governing Board.

100-11. ARTICLE XI – AMENDMENTS

This agreement may be amended at any regular or special meeting of the RURAL CHAMPAIGN COUNTY SPECIAL EDUCATION COOPERATIVE Governing Board if a quorum is represented as outlined in Section 5.04 with a majority vote of those present and upon ratification by two-thirds of the member districts. Amendments to the Constitution or other issues deemed necessary by the Executive Director and the Governing Board may be conducted through the United States Mail. Amendments to the Constitution and/or other issues shall be first reviewed by the Executive Director and referred to the Governing Board for approval. If approved by the Governing Board, copies of the proposed amendment shall be mailed to the Superintendents of the Member Districts. A form will be enclosed by which the individual district Board of Education will indicate either its approval or rejection of the proposed amendment or issues(s). Any votes not received within 31 days of the mailing date of the amendment or issues shall be considered a vote on the prevailing side. Following the tabulation of votes by the Executive Director and Chairman of the Governing Board, all member districts shall be notified of the results within

ten calendar days. The ballots shall be delivered to the Administrative District immediately following the tally and shall be presented at the next regular meeting of the Governing Board for disposal.

100-12 XII – DISSOLUTION

100-12.01 Vote Required. The Cooperative may be dissolved upon the affirmative vote of at least four-fifths (4/5) of the entire Governing Board or as otherwise provided in the *School Code*.

100-12.02 Disposition of Assets. In the event the Cooperative dissolves, its Net Assets will be distributed as follows:

(A) Real Property

Any Cooperative buildings or real property will be offered for sale to the Cooperative's successor, if any ("Successor"), or the Cooperative's current Member District(s), at the average appraised value based on a minimum of two (2) appraisals by Illinois-licensed real estate appraisers. Additional terms and conditions pertaining to such sale shall be in accordance with those promulgated by the Governing Board.

If the Successor or one of the Member Districts does not purchase the building(s), the Governing Board will place the site(s) for sale in accordance with the *School Code*, or upon such terms and conditions as the Governing Board deems appropriate if the *School Code* fails to provide a method for sale.

The net proceeds of such sale will be distributed proportionately to the current Member Districts; with each Member District receiving an amount calculated using the following formula:

1. Divide the average enrollment of the Member District over the preceding ten (10) year period by the combined average enrollment of all Member Districts over the preceding ten (10) year period. Member District enrollments shall be those reported on IOE Form 87-02 as of September 30th of each year.
2. Multiply the net proceeds of the sale by the quotient from Paragraph 1.

(B) Equipment and Materials

The education equipment and materials assigned to student programs will be transferred to the Successor with the stipulation that it is the Successor's intent to operate these programs for at least two (2) years. If no Successor exists, the equipment and material will be sold separately.

Any equipment and materials not transferred to a Successor will be placed for sale in accordance with the *School Code*, or upon such terms and conditions as the Governing Board deems appropriate if the *School Code* fails to provide a method for sale.

The net proceeds of such sale will be distributed proportionately to the current Member Districts, based on the average enrollment of the Member Districts over the preceding ten (10) year period, using the formula set forth in Section A.

(C) Personnel Reimbursements

State and federal personnel reimbursement generated by the Cooperative during the school year prior to dissolution, when forwarded by ISBE to the Regional Office of Education, will flow to the Successor, if any. If no Successor exists, such reimbursements shall flow proportionately to the Member Districts employing at least one individual in the position for which reimbursement was provided to the Cooperative, based on the average enrollment of the Member Districts over the preceding ten (10) year period, using the formula set forth in Section A.

(D) Grant Carryover Funds

The Cooperative grant carryover funds (i.e. any unspent Federal IDEA Part B Funds) will be allocated to Member, in a manner wherein any unspent Federal IDEA Part B Funds shall be returned to the member district from which those carryover funds were generated.

(E) Remaining Fund Balances and/or Deficits

Any remaining fund balances or deficits will be distributed or charged proportionately to the Cooperative's current Member Districts, based on the average enrollment of the Member Districts over the preceding ten (10) year period, using the formula set forth in Section A.

Effective: July 18, 2015

APPENDIX A
RCCSEC Member Districts

- Community Unit School District #1, Fisher, Illinois
- Community Unit School District #7, Tolono, Illinois
- Heritage Community Unit School District #8, Homer, Illinois
- Community Consolidated School District #130, Thomasboro, Illinois
- Community Consolidated School District #142, Ludlow, Illinois
- Community Consolidated School District #169, St. Joseph, Illinois
- Community Consolidated School District #188, Gifford, Illinois
- Rantoul Township High School District #193, Rantoul, Illinois
- Prairieview-Ogden Elementary School District #197, Royal, Illinois
- St. Joseph-Ogden Community High School District #305, St. Joseph, Illinois

Effective: July 1, 2015