

CONSTITUTION OF THE JOINT
AGREEMENT
for the
LASALLE/PUTNAM COUNTY
EDUCATIONAL ALLIANCE FOR SPECIAL
EDUCATION

Adopted 9/29/09
Revised 6/10/10

CONSTITUTION OF THE LASALLE/PUTNAM COUNTY EDUCATIONAL ALLIANCE
FOR SPECIAL EDUCATION (L.E.A.S.E.)

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ARTICLE I - NAME & AUTHORITY

1.1 Name

The name of this joint agreement shall be: "The LaSalle/Putnam County Educational Alliance for Special Education," hereinafter sometimes referred to for convenience as "the Alliance" or "L.E.A.S.E."

1.2 Authority

See Articles 3-15.14 and 10-22.31a of the Illinois School Code. (This section gives authority and guidelines to establish and operate joint agreements.)

ARTICLE II - PURPOSE

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

ARTICLE III - ORGANIZATION

3.1 Membership in this Alliance shall be extended to all school districts within LaSalle County, Putnam County, and adjoining districts which enter into this agreement. Districts seeking membership shall file a written application with the L.E.A.S.E. Alliance Council via the Executive Director.

3.2 Membership shall be granted by a two-thirds vote of the L.E.A.S.E. Alliance Council and is contingent upon agreeing to the terms of the L.E.A.S.E. Constitution and paying the fees and assessments levied by L.E.A.S.E. within thirty (30) days of the receipt of such billing. Membership for adjoining districts is subject to approval by the Illinois State Board of Education.

After July 1, 1969, 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 Executive Committee 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 Alliance.

- 3.3 See Articles 3-15.14, 7-2.4, and 10-22.31a of the Illinois School Code. Membership shall continue and member districts shall be bound hereby from year to year.

ARTICLE IV - ADMINISTRATIVE DISTRICT

- 4.1 One member district or the Superintendent of the Educational Service Region shall be designated by the Special Education Alliance Council as the legal Administrative agent for the Cooperative.
- 4.2 Said Administrative agent shall serve as the legal and fiscal agent for hiring administrative personnel, for collecting and disbursing funds and wherever else a legal and fiscal agent is required to execute the affairs of the Alliance. All central administrative personnel shall be screened and recommended by the Director of Special Education for employment. Employment will be subject to the approval of the Executive Committee.
- 4.3 The administrative agent shall, upon the recommendations of the Executive Committee and with the approval of the Special Education Alliance Council, employ the Director and other central administrative staff.

ARTICLE V - SPECIAL EDUCATION ALLIANCE COUNCIL

- 5.1 The Special Education Alliance Council (hereinafter "Alliance Council") shall be composed of the Superintendent and one school board member, or their alternates, as representatives from each member district, and the Regional Superintendents of Schools. Each member district shall be entitled to one vote.
- 5.2 The Alliance Council shall elect an Executive Committee of seven (7) districts chosen from the Alliance Council. The superintendent of each elected district shall serve as the representative. The selection of Executive Committee members shall reflect the interests of diverse geographic locations and enrollments: four (4) elementary, two (2) high school and one (1) unit district. Executive Committee representation will be analyzed relative to the percentages of elementary, high school and unit district enrollments minimally at five (5) year intervals beginning with the 1993-94 school year.
- 5.3 The Alliance Council shall from its membership elect a chairman and a secretary at its Fall meeting in September.
- 5.3.1 The chair shall perform all of the functions customarily inherent in a presiding officer.
- 5.3.2 The secretary shall perform all of the functions customarily inherent in offices of a secretary.

- 5.4 The Alliance Council shall regularly schedule one annual meeting per year to be held in September. Special meetings may be held at the call of the Director, Chairman, or two (2) of the Executive Committee members. All meetings of the Alliance Council shall be conducted according to Roberts Rules of Parliamentary Procedure.
- 5.5 A majority of the member districts' Alliance Council representatives shall constitute a quorum (only one representative from each member district shall count for determining a quorum). Action may be taken by a majority vote of these school districts present except for amending the Constitution which requires a two-thirds vote of the member districts.
- 5.6 The Alliance Council may appoint a Professional and Lay Advisory Committee. The purpose of this Committee is to help broaden community interest and support for the education of children with disabilities in the area served by the Alliance. It shall also help implement services to meet these needs.

The membership in this Committee shall be representatives from agencies directly concerned with the disabled and individuals who are vitally interested in the welfare of children with disabilities and young adults. This Committee when appointed shall serve in advisory capacity to the Director, the Executive Committee, and the Alliance Council.

ARTICLE VI - EXECUTIVE COMMITTEE

- 6.1 Membership shall consist of seven (7) superintendents of member districts and may include ex-officio members without voting privilege, namely the Superintendents of the Administrative District and/or the Superintendent of the Educational Service Region.
- 6.2 Terms of office for members of the Executive Committee shall be as follows:
 - 6.2.1 All terms of office shall be limited to two (2) consecutive years in duration and no member shall succeed himself on the Committee.
 - 6.2.2 Three members shall be elected at the annual meeting of the Alliance Council in September. Every other year, beginning in 1973, a fourth member shall be elected at the same meeting of the Alliance Council.
 - 6.2.3 Such members shall serve their designated terms or until such time as they no longer represent the district from which they were elected. If a superintendent changes schools in the Cooperative, he loses membership.
 - 6.2.4 Irregularly occurring vacancies on the Executive Committee shall be filled either by Executive Committee appointment or by the Alliance Council at its next regularly scheduled meeting.

- 6.2.5 Officially elected/appointed members are the sole voting representatives of the Executive Committee, and these voting privileges cannot be delegated to a proxy in the event of a voting member's absence.
- 6.3 At the first meeting to be held following the September annual meeting of the Alliance Council, the Executive Committee shall select from its membership a Chairman and a Vice-Chairman. The Committee may appoint a secretary who is not a member of the Committee.
- 6.4 The Executive Committee will meet monthly at a time and place to be determined by the Director and the Executive Committee. Meetings during the summer months may be canceled as determined by the Director and the Executive Committee.
- 6.5 The Executive Committee shall have those powers delegated to it by the Alliance Council. Whereas such items of business as the total budget and policies and procedures have had previous Alliance Council endorsement, Committee actions relating to aforementioned items shall not be subject to further Alliance Council action.

The powers and responsibilities of the Executive Committee shall be:

- 6.5.1 To approve bills for payment and to approve transfers within the budget.
- 6.5.2 To approve equipment expenditures within the budget which exceed \$10,000.
- 6.5.3 To approve expenditures not itemized in the budget but which can be provided for by transfer of funds.
- 6.5.4 To recommend the employment of the Executive Director to the Alliance Council.
- 6.5.5 To assist the Director in planning and implementing programs for the Alliance through rendering advice, through formal encouragement to member districts, and through formal action to those districts not complying with the overall developmental program of the County plan. The Executive Committee shall have the authority to recommend for council action all other business not previously approved by the Alliance Council.
- 6.6 The Executive Committee shall review all policies referred for recommendations or consideration by the Director. Where verification of a legal and fiscal agent is required, such policies shall be submitted to the Board of the Administrative Agent or District for adoption subject to previous approval of the Executive Committee and the Alliance Council.
- 6.7 If an Executive Committee member misses three consecutive monthly meetings during the school year, or for reasons as stated in Section 10-11 of the Illinois School Code, is unable to fulfill his obligations as a member of the Executive Committee, the Executive Committee has the authority to declare this position vacant. The Executive Committee may then appoint a

superintendent from L.E.A.S.E. to fill this vacancy until the next regularly scheduled Alliance Council meeting.

- 6.8 The Executive Committee shall approve or disapprove of employment of new staff members who are recommended by the Director of the Alliance.

ARTICLE VII - DIRECTOR OF SPECIAL EDUCATION

- 7.1 A qualified Director, to be approved by the Executive Committee, shall be employed by the Administrative Agent. S/he shall be directly responsible to the whole of the Executive Committee.
- 7.2 The Director's duties, responsibilities, and authority as approved by the Alliance Council are as outlined in the L.E.A.S.E. policy manual.

ARTICLE VIII - TRANSPORTATION

- 8.1 Each member district shall assume the responsibility of providing transportation for the students of that district attending specified classes.

ARTICLE IX - FINANCING

- 9.1 Annually, an estimation of L.E.A.S.E. levy expenditures shall be prepared by the Director and presented to the L.E.A.S.E. Executive Committee for its approval as part of the overall L.E.A.S.E. budget. Based upon this approved expenditure estimate in concert with sections 9.2 and 9.3 of the L.E.A.S.E. Constitution, an annual billing will be sent to the membership of the Alliance Council. After the close of the school year, any surplus due to estimation will be returned to the local districts as a cash rebate or as a cash credit against the next year's levy, or any shortfall may necessitate a billing adjustment.
- 9.2 All expenditures not offset by State or federal funds incurred in the operation of the Alliance Council administrative program except those costs associated with centrally operated programs providing direct special education services to children expressly operated by L.E.A.S.E. on behalf of a constituent district or districts, shall be billed on a percentage of cost basis as determined by the local district's equalized assessed valuation (E.A.V.) as reported as the "Taxable Value (T.I.F.)" on the most recent "Tax Rate Computation" sheet distributed annually by the County Clerk.
- 9.3 Each member district shall pay in full to L.E.A.S.E., such sum of money as determined by Section 9.1 and 9.2 above on or before September 30 of the current school year.
- 9.4 All monies received by the Administrative Agent shall be deposited in an approved bank selected by the Executive Committee and bills shall be paid as approved on monthly listing of bills by the Executive Committee for those items approved within the budget.

- 9.5 Effective July 1, 1988, for the 1988-89 school year and subsequent years thereafter, for any pro-ration loss between the L.E.A.S.E. budgeted reimbursement amount and the actual pro-ration made by the State of Illinois for Professional Worker reimbursement, such loss shall be billed back to the member districts. Such personnel deficiency billing will be made on the same basis as is the annual local L.E.A.S.E. levy.
- 9.6 Should the Alliance Council approve the issuance of bonds for any of the purposes authorized under section 10-22.31(f) of the Illinois School Code (105 ILCS 5/10-22.31(f)), the annual L.E.A.S.E. levy will be adjusted so that no district will pay a greater proportion of the combined annual L.E.A.S.E. levy and bond cost than the percentage of the current year local district taxable E.A.V. bears to the total taxable E.A.V. of all district members of the joint agreement for that year subject to the following:

Notwithstanding anything to the contrary in this L.E.A.S.E. Constitution, in any year in which the member districts are liable to pay the principal of or interest on any bond or note issued by or on behalf of the Alliance under Section 10-22.31(f) of the Illinois School Code (105 ILCS 5/10-22.31(f)), and in any year to which the excess of a member district's bond and interest payment adjustment over its annual L.E.A.S.E. levy amount is carried forward pursuant to Subsection 9.6(b) below, the annual L.E.A.S.E. levy amount billed to the membership of the Alliance Council shall be adjusted as set forth below:

- (a) In the case of any member district which is not currently in default in payment of its proportionate share of the principal and interest due on any such bond or note, the annual L.E.A.S.E. levy amount shall be reduced, but not below zero, by the bond and interest payment adjustment of such member district.
- (b) If the bond and interest payment adjustment of any member district described in Subsection 9.6(a) above for any year exceeds the annual L.E.A.S.E. levy amount of such member district for such year (hereinafter in this paragraph referred to as the "base year"), such excess shall be carried forward to each succeeding year in order of time, and shall be treated as a bond and interest payment adjustment of the member district for such succeeding year, but, with respect to any such succeeding year, only to the extent of the lesser of the two following amounts:
- (1) The amount by which the member district's annual L.E.A.S.E. levy amount for such succeeding year exceeds the sum of the member district's bond and interest payment adjustment described in Subsection 9.6(a) above for such succeeding year (determined without regard to this sub-paragraph), plus the bond and interest payment adjustments of such member district for years before the base year which are treated under this sub-paragraph as bond and interest payment adjustments for such succeeding year, or
- (2) In the case of the first succeeding year, the amount of such excess, and in the case of the second succeeding year and each succeeding year thereafter, the portion of such excess not treated under this sub-paragraph as a bond and

interest payment adjustment described in Subsection 9.6(a) above for any year intervening between the base year and such succeeding year.

- 9.7 In any year in which the annual L.E.A.S.E. levy amount of one or more member districts is reduced pursuant to Subsection 9.6(a) above or Subsection 9.6(b) above, an additional liability in an amount equal to the aggregate amount of all such reductions of the annual L.E.A.S.E. levy amount of such member district or districts shall be allocated to each other member district for such year, based upon the fraction that the taxable equalized assessed valuation of such other member district for such year bears to the total taxable equalized assessed valuation of all such other member districts of the Alliance for that year.

A special billing for this additional liability shall be sent to such other member districts, and each such other member district shall pay in full to L.E.A.S.E. the amount of its additional liability hereunder on or before September 30 of such year.

- 9.8 For purposes of Sections 9.6 and 9.7 above, the term:

- (1) "annual L.E.A.S.E. levy amount" means the amount as determined under Section 9.1 and 9.2 above; and
- (2) "bond and interest payment adjustment" means, for any year, an amount equal to the excess, if any, of a member district's proportionate share of the principal and interest payments due for such year on any bond or note issued by or on behalf of the Alliance under Section 10-22.31(f) of the Illinois School Code (105 ILCS 5/10-22.31(f)), determined as set forth in said Section 10-22.31(f), over the amount of principal and interest on such bond or note that would have been payable for such year by the member district if its proportionate share thereof had been determined based upon the fraction that its taxable equalized assessed valuation for such year bears to the total taxable equalized assessed valuation of all member districts of the Alliance for that year.
- (3) "base year" means first year where refund is due
- (4) "taxable equalized assessed valuation" means the total "Taxable Value (T.I.F.)" amount reported by the most recently available County Clerk's office in each of the counties that the individual district lies within.

ARTICLE X - JOINT AGREEMENT WITH OTHER SPECIAL EDUCATION PROGRAMS AND COOPERATIVES

- 10.1 The Alliance may enter into a joint agreement with other special education districts, programs, or cooperatives, on a two-thirds vote of the Alliance Council and with the approval of the State Advisory Council on the Education of Children with Disabilities. Other cooperative arrangements may be made as outlined in Article 10-22.31a of the Illinois School Code.

ARTICLE XI - SPECIAL AGREEMENTS

- 11.1 The Alliance may accept children with disabilities from other school districts. The financial arrangement must be approved by the receiving district. The Director of the Alliance will plan for placement and may negotiate necessary financial arrangements subject to the approval of the receiving district.
- 11.2 Per capita costs of out-of-district students for districts housing special education classes will be computed in accordance with the provisions of the Illinois School Code, Section 14-7.01 on forms supplied by the L.E.A.S.E. office.

ARTICLE XII - AMENDMENTS

- 12.1 The Constitution may be amended at any time at any regular meeting of the Alliance Council if a quorum is present as outlined in Section 5.5 with a two-thirds majority vote of the member districts present. Proposed amendments to the Constitution for L.E.A.S.E. and/or other issues shall be first reviewed by the Director and referred to the Executive Committee for approval.

Amendments to the Constitution or other issues deemed necessary by the Director and Executive Committee may also be conducted through the United States mail. If a proposed amendment is approved by the Executive Committee, copies of the proposed amendment or issue shall be mailed to the superintendents of the member districts for voting.

For votes taken by mail, a form exists by which the district boards will indicate either its approval or rejection of the proposed amendment or issue(s). Any votes not received within 31 days of the mailing date of the amendments or issues shall be considered a vote on the side of the prevailing vote. Following the tabulation of the votes by the Director and ratification by the L.E.A.S.E. Executive Committee, all member districts shall be notified of the results within ten (10) school days.

- 12.2 Inasmuch as many of the policies in this Constitution reflect or restate present provisions of the Illinois School Code and federal regulations, the following overall policy shall prevail:

Any statute duly enacted by the Illinois legislature or the federal government shall take precedence.

**ARTICLE XIII – ACQUISITION, CONSTRUCTION,
MAINTENANCE AND FINANCING OF FACILITIES**

- 13.1 Acquisition/Construction/Maintenance

As necessary, the Executive Director shall recommend the acquisition and/or construction of a facility to house Alliance programs to the Executive Committee and the Alliance Council.

Such recommendations shall include methods for funding acquisition and/or construction costs, and the long-term maintenance costs for the facility. Any facility so acquired or constructed shall be the property of the Alliance Council for the use of Alliance programs.

13.2 Financing

As provided by the Illinois School Code or as otherwise permitted by law, the Alliance Council may, by resolution approved by a majority of the member districts' Alliance Council members who are present at the meeting where such resolution is approved (only one representative from each member district shall count for determining the vote), borrow money and, in evidence of the obligation to repay the borrowing, issue bonds, notes or debt certificates for the purpose of acquiring, constructing, altering, repairing, enlarging and equipping any building or portions thereof, together with any land or interest therein, necessary to provide special education facilities and services for Alliance programs.

In the event of a lease/purchase arrangement, and in the alternative to issuing bonds, notes or debt certificates, the Alliance Council may assess each member district annually for the costs of the lease/purchase. The assessment shall be based on the average of each member district's last three years' enrollment as a percentage of the average of the total of all member districts' enrollment for the last three years, as identified in the fall housing reports for each member district.

None of the foregoing provisions shall be deemed to prevent or prohibit the Alliance Council from issuing new bonds, notes or debt certificates at a more favorable rate and retiring a prior issuance.

13.3 Sale of Facility

In the event that the Alliance Council determines that a facility is no longer necessary for Alliance programs, the Alliance Council may, by a majority of the member districts' Alliance Council members who are present at the meeting where such resolution is approved (only one representative from each member district shall count for determining the vote), and as otherwise permitted by law, determine to sell the facility. In such event, the Alliance Council shall utilize the proceeds from the sale to retire or provide for the retirement and payment of the remaining principal and interest on any bonds, notes or debt certificates issued to acquire, construct or maintain the facility. Any net proceeds remaining after the sale of the facility and retirement or provision for the retirement of the principal and interest on such bonds, notes or debt certificates shall be distributed to the member district boards of education as follows. If the facility is sold before such bonds, notes or debt certificates are retired, the net proceeds remaining will be distributed to the member district boards of education based on each member district's equalized assessed valuation as a percentage of the total current member districts' equalized assessed valuation at the time that the bonds, notes or debt certificates are retired. If the facility is sold after such such bonds, notes or debt certificates are retired, the net proceeds will be distributed to the member district boards of education based on each member district's enrollment as a percentage of the total current member districts' enrollment as identified in the most recent fall housing report prior to the closing on the sale of the facility.

In the event that the proceeds from the sale of the facility are inadequate to retire or provide for the retirement and payment of the remaining principal and interest for bonds, notes or debt certificates, the liability for the remaining principal and interest payments will be assessed annually against the member districts based on each member district's equalized assessed valuation as a percentage of the total current member districts' equalized assessed valuation at the time that the bonds, notes or debt certificates were sold.

13.4 Withdrawal of member district from the Alliance

Upon the withdrawal by a member school district from the Alliance, the withdrawing member district shall remain liable for its share of any remaining principal and interest accruing on bonds, notes or debt certificates that have been issued by the Alliance Council under this Section by the effective date of withdrawal. The withdrawing member district's share of the remaining principal and interest accruing on bonds, notes or debt certificates will be determined based on the withdrawing district's equalized assessed valuation as a percentage of the total current member districts' equalized assessed valuation on the effective date of withdrawal.

If there is no remaining principal and interest on bonds, notes or debt certificates issued by the Alliance Council under this Section by the effective date of withdrawal, the withdrawing district's interest in such facility will be determined based on the withdrawing district's enrollment as a percentage of the total remaining member districts' enrollment as identified in the most recent fall housing report prior to the effective date of withdrawal.

ARTICLE XIV – PROCEDURES FOR WITHDRAWAL / DISSOLUTION

14.1 Voluntary Withdrawal

Procedures for withdrawal of a member district from this Joint Agreement will be in accord with the Illinois School Code (See Section 5/10-22.31) and consistent with the requirements, if any, imposed by the Illinois State Board of Education. Written notice of intent to withdraw shall be given in writing to the Director and the Board no later than eighteen months prior to the requested effective date of withdrawal. No district shall be permitted to withdraw prior to the end of a school year. Withdrawal will be effective on July 1 following approval of the withdrawal as may be provided under the Illinois School Code. If the Alliance and all member boards of education by the adoption of concurring resolutions agree to the withdrawal of a member district board of education, it is agreed that the withdrawing member district need not Petition the Regional Board of School Trustees for approval of the withdrawal.

As a condition of withdrawal, the withdrawing member district shall be deemed to irrevocably waive any interest in the assets of the Alliance. A member district that withdraws shall remain liable for any outstanding and unpaid Alliance billing to the district or other costs not yet billed to the district by the Alliance, and its share of any Alliance liabilities that exist on the effective date of withdrawal.

The withdrawing district's liability or interest in Alliance facilities will be determined in accordance with Section 13.4. With regard to other Alliance liabilities, the withdrawing district remains liable for its share of Alliance liabilities based on the withdrawing district's enrollment as a percentage of the total remaining member districts' enrollment as identified in the most recent fall housing report prior to the effective date of withdrawal.

14.2 Involuntary Withdrawal

Where a member district fails to abide by the terms of the Constitution or meet its financial obligations to the Alliance, or fails to abide by the policies or procedures of the Alliance, the Alliance Council may seek the expulsion of such member district upon the affirmative vote of two-thirds of the members districts of the Alliance Council (only one representative from each member district shall count for determining the two-thirds vote). No district shall be required to withdraw prior to the end of a school year. Withdrawal will be effective on July 1 following approval of the expulsion by two-thirds majority vote of the member districts (only one representative from each member district shall count for determining the two-thirds vote). A member district that is expelled from the Alliance shall be deemed to irrevocably waive any interest in the assets of the Alliance. Such member school district shall remain liable for its share of any Alliance liabilities that exist on the effective date of withdrawal. The expelled district's share of Alliance liabilities will be determined based on Section 14.1.

14.3 Dissolution

The Alliance may be dissolved by the affirmative vote of two-thirds of the member districts of the Alliance Council (only one representative from each member district shall count for determining the two-thirds vote). Dissolution will be effective on July 1 following approval by the affirmative vote of two-thirds of the member districts. All member districts agree that procedures for the dissolution of the Alliance are not addressed in the Illinois School Code and that dissolution need not be approved by either the Illinois State Board of Education or the Regional Board of School Trustees which govern where the member districts are located. In the event of dissolution, Alliance assets will be liquidated and the net proceeds thereof, after satisfaction of liabilities, distributed to current member districts. The distribution to each current member district for Alliance facilities will be determined in accordance with Section 13.4. With regard to other Alliance assets, the distribution to each current member district shall be based on the withdrawing district's enrollment as a percentage of the total member districts' enrollment as identified in the most recent fall housing report prior to the effective date of dissolution.

ARTICLE XV – MISCELLANEOUS

15.1 Member District Reduction in Program Participation

Any member district electing to discontinue or reduce its participation in any Alliance program and/or service must notify the Executive Director in writing no later than December 1 of the school year preceding the change.

Any member district electing to discontinue its participation in any Alliance program and/or service in order to provide such program and/or service in the district shall permit the Alliance to continue to employ personnel for the then-existing positions serving the in-district program and/or service. In the absence of further written agreement with the Alliance Council, such member district shall provide services and/or programs with its own employees only as the positions held by such Alliance personnel become vacant. A position shall not be considered vacant if the Alliance must assign a teacher with contractual continued service or educational support employee to such position to avoid a reduction in force or to implement recall rights pursuant to Sections 5/10-23.5 or 5/24-12 of the Illinois School Code.

15.2 Compliance with Section 5/10-22.31 of the Illinois School Code

The Alliance shall comply with all of the requirements of Section 5/10-22.31 of the Illinois School Code.

15.3 Qualified Workers

Any full-time qualified workers employed by the Alliance who spends more than fifty percent (50%) of his/her time in one member school district shall not be required to work a different teaching schedule than the other qualified workers in that member district.