

SMASE

**SOUTH MACOUPIN ASSOCIATION FOR
SPECIAL EDUCATION**

ARTICLES OF JOINT AGREEMENT

ADOPTED: JULY 1, 2012

AMENDED: FEBRUARY 1, 2016

**ARTICLES OF JOINT AGREEMENT FOR THE
SOUTH MACOUPIN ASSOCIATION FOR SPECIAL EDUCATION**

ARTICLE I – STRUCTURE

Section 1 - Name

The name of this organization shall be the SOUTH MACOUPIN ASSOCIATION FOR SPECIAL EDUCATION (hereinafter called “SMASE”).

Section 2 - Legal Entity

SMASE shall operate as a legal entity pursuant to Section 10-22.31 of the *School Code* (105 ILCS 5/10-22.31) or any successor statute.

Section 3 - Purpose

The purpose of SMASE is to promote, operate, organize, coordinate, and supervise a comprehensive program of special education and other needed educational programs and or services as authorized by the *School Code* and its Member School Districts as identified in these Articles of Joint Agreement (hereinafter called “Member Districts”). For those students which are enrolled at SMASE, SMASE will provide, on behalf of the Member District, such students with a free appropriate public education.

ARTICLE II - MEMBERSHIP

Section 1 – Member Districts

The Member Districts of SMASE are identified as follows: Bunker Hill Community Unit School District No. 8, Gillespie Community Unit School District No. 7, Mt. Olive Community Unit School District No. 5 and Staunton Community Unit School District No. 6. Amendment to these Articles to reflect any approved changes to SMASE membership shall not be considered an amendment of these Articles of Joint Agreement within the meaning of Article IX.

Section 2- Admittance of Member Districts

A non-member public school district may petition SMASE for membership. Such petition shall be submitted to the Governing Board (as defined in Article III) of SMASE in such form and substance as required by the Governing Board. Approval of the petition for admission shall be by affirmative vote of three-fourths (3/4) of the total membership of the Governing Board. The Governing Board may grant the petition for membership of a school district on such terms and conditions as it deems appropriate, but in all cases the school district petitioning for membership shall, at a minimum, provide a resolution

adopted by the Board of Education stating the school district's agreement to abide by these Articles of Joint Agreement and SMASE policies and procedures.

Section 3 - Admittance Fee

Unless the Governing Board provides otherwise, the new Member District shall pay an admittance fee on a per pupil basis as designated by the Governing Board based upon the most current six (6) day enrollment figures for the entire student population of the applicant school district.

Section 4 – Responsibilities of Member Districts

Member Districts shall have the following rights and responsibilities as members of SMASE.

- A. Member Districts shall promptly and fully pay all fees and bills for services submitted to them by SMASE.
- B. Each Member District shall appoint or provide one (1) Governing Board member as that procedure is set forth in Article III, Section 1.
- C. Member Districts shall have the right to receive appropriate services, programs and administrative support from SMASE consistent with these Articles of Joint Agreement and Governing Board policy.
- D. Member Districts shall be responsible to provide a free, appropriate public education to all students with disabilities residing within their respective school districts, whether the special education services are provided by the Member District or SMASE.
- E. Each Member District shall assist the Governing Board in accomplishing the purposes set forth in these Joint Articles of Agreement. Further, Member Districts shall work collaboratively to provide for the needs of all special education students within the Member Districts.
- F. Member Districts shall operate and maintain comprehensive special education programs, including services provided to students in general education classrooms, resource rooms, or special education instructional classrooms when the incidence of a student needs within a Member District supports the establishment of such service delivery options.
- G. If a Member District establishes special education instructional classrooms designed to meet the needs of special education students within their respective school district, the Member District may allow for the enrollment of any special education student residing outside of their school district into a special education instructional classroom within their respective school district if sufficient space exists. The final decision for student placement shall be made by the school district superintendent in

consultation with the SMASE Superintendent. A special education instructional classroom as used herein shall be defined as classroom that provides special education instruction to students for more than fifty percent (50%) of the school day.

H. Member Districts shall perform and provide such other services as determined by the Governing Board.

ARTICLE III – GOVERNANCE - GOVERNING BOARD

Section 1 - Members

The Governing Board shall consist of one Board of Education member from each Member District selected by the Member District’s Board of Education. The suggested term for the Board of Education member to serve as a Governing Board member is three calendar years.

Section 2 - Alternates

In case of an absence of a selected Governing Board member, an alternate from the Member District’s Board of Education or the Member District Superintendent, selected in accordance with such Board of Education’s procedures, shall act as its Governing Board member during such absence.

Section 3 - Officers

A. The Governing Board shall have a President and Vice President which the members of the Governing Board shall elect at its May meeting. The terms of the office of President and Vice President shall be two-years (2) from the date of the election. In the event the office of the President becomes vacant during the year of office, or the President is not able to preside at a meeting, the Vice President shall assume this office during the vacancy.

B. The Governing Board shall elect a Secretary for a term of two-years (2) at the May meeting. The Secretary may be a member of the Governing Board or a member of the SMASE staff. The Secretary shall be responsible for the completion of the minutes of all Governing Board meetings and the distribution of the proposed minutes to the membership of the Governing Board prior to the next meeting. In the absence of the Secretary, the Governing Board members present shall elect a *Pro Tem* Secretary.

Section 4 - Governing Board Responsibilities and Duties

The responsibility for the overall management and governance of SMASE shall be vested in the Governing Board. The Governing Board has the following duties:

- A. To receive, propose and review amendments to these Articles of Joint Agreement;
- B. To adopt an annual budget after a public hearing and after input from the Executive Committee (as defined in Article V);
- C. To determine the need for site acquisition, construction, and capital improvement, and to take appropriate and necessary action to acquire necessary sites, to build new construction and or improve existing SMASE school buildings, and or make appropriate and necessary capital improvements to SMASE school buildings after input from the Executive Committee;
- D. To incur debt as provided for under the *School Code*;
- E. To employ the Director of Special Education (as defined in Article IV)
- F. To lease or purchase real estate for use by SMASE, including, but not limited to, buildings, rooms, grounds, and appurtenances;
- G. To establish Governing Board Committees as deemed necessary;
- H. To establish basic policies consistent with this Joint Articles of Agreement and the Illinois *School Code*;
- I. To execute or authorize to be done such other matters as may be necessary or appropriate for the operation of SMASE as permitted by law.

Section 5 - Meetings

- A. The Governing Board shall hold an organizational meeting each June. At the organizational meeting, the Governing Board shall establish the dates, times and places for regular meetings.
- B. All meetings shall be conducted in compliance with the Illinois *Open Meetings Act*.
- C. A quorum shall consist of a majority of the Governing Board membership.
- D. Each member of the Governing Board, or the SMASE Board member alternate serving in his or her stead, shall have one (1) vote. An affirmative vote of a majority of the members of the Governing Board present at a duly called meeting at which a quorum has been established shall be required for passage of a proposition unless otherwise specifically stated herein.

E. Governing Board members may participate in Governing Board meetings by electronic or telephonic means so long as such attendance complies with the Illinois *Open Meetings Act*.

ARTICLE IV – THE DIRECTOR OF SPECIAL EDUCATION

Section 1 - Employment

The Governing Board shall employ a Director of Special Education who shall be a State Approved Director of Special Education and shall hold the certifications and endorsements as required by the State of Illinois, or any other appropriate controlling authority.

Section 2 - Duties

The Director of Special Education shall be responsible for the daily administration and management of SMASE in accordance with these Articles of Joint Agreement, Governing Board policies and procedures, and applicable law. The Director of Special Education shall report to the Governing Board and shall serve as an advisor to the Executive Committee. The Director of Special Education shall recommend to the Executive Committee the hiring or dismissal of such administrative, supervisory and educational support personnel as the Director of Special Education deems appropriate. The Director of Special Education shall also establish appropriate job duties and functions for said personnel and shall directly supervise or establish a designee that will supervise the aforementioned personnel. Finally, the Director of Special Education shall perform such other duties as are assigned by the Governing Board or the Executive Committee.

ARTICLE V - EXECUTIVE COMMITTEE

The Executive Committee shall consist of the Superintendents of each Member District. The SMASE Director of Special Education shall advise the Executive Committee and the Governing Board on a variety of matters including hiring, dismissal and/or evaluating SMASE personnel, collective bargaining, acquisition of property and classroom space, establishment of SMASE programs and services and setting of SMASE staff salaries. The Executive Committee shall provide advice and recommendations to the Governing Board regarding the hiring of the Director of Special Education.

The responsibility for the day-to-day management and governance of SMASE shall be vested in the Executive Committee. The Executive Committee has the following duties:

- A. To determine the nature and extent of services that SMASE shall provide to its Member Districts;
- B. To expend funds as provided in the adopted budget for the fiscal year;

- C. To approve all payments to be made and to direct all appropriate action for payment of SMASE indebtedness as authorized per the approved budget;
- D. To approve the employment of personnel other than the Director of Special Education; to set salaries and terms of employment of same;
- E. To approve the resignation and dismissal of any employee;
- F. To evaluate the performance of the Director of Special Education;
- G. To adopt an annual calendar of meetings which shall be held monthly and to hold such meetings in accordance with the laws of the State of Illinois;
- H. To approve contracts consistent with its budget authority with service providers, labor unions, professional organizations, and or amendments thereto; and
- I. To execute or authorize to be done such other matters as may be necessary or appropriate for the operation of SMASE as permitted by law.

ARTICLE VI - SMASE PROGRAMS AND SERVICES

Section 1 - SMASE Programs and Services

SMASE programs and services are those programs and services that are operated and managed by SMASE and that provide special education instructional services to meet the needs of students with disabilities when the student's IEP team determines that placement in such programs or the provision of such services is appropriate. Such programs and services are to be provided when the needs of a student cannot be met by the Member District's own educational programs. SMASE programs and services include instructional, consultative, supervisory, administrative, diagnostic, transportation, related services, and other such services that are operated and managed by SMASE pursuant to Governing Board policy.

SMASE programs and services may be provided in the following areas as determined by the Governing Board:

- A. **Classroom Instruction:** SMASE may establish special education classes designed to provide instructional services to meet the needs of Member District students with disabilities.
- B. **Related Services:** SMASE may provide related services (school psychology, social work, speech pathology, occupational therapy, physical therapy, orientation and mobility, transition, special education transportation, and other related services) when appropriate to meet the needs of students with disabilities as determined by the Governing Board.

C. **Technical Assistance and Staff Development:** SMASE may provide technical assistance and staff development services to Member Districts to support the appropriate delivery of special education services to meet the needs of students with disabilities and to support Member Districts' compliance with the requirements of the *Individuals with Disabilities Education Improvement Act*, the *School Code* of Illinois, and any applicable successor legislation or implementing regulations.

D. **Full-Time Professional Worker:** Any full-time professional worker employed by SMASE which spends over fifty percent (50%) of his or her time in one (1) school district shall not be required to work a different teaching schedule than the other professional worker in that school district. A professional worker is defined to be a "qualified worker" as described in §5/14-1.10 of the *School Code*.

Section 2 --Transportation

Transportation for students attending SMASE programs shall be provided by the Member Districts.

ARTICLE VII– FINANCE

Section 1 – Fiscal Year

The fiscal year of SMASE shall be from July 1 through June 30.

Section 2 – Budget

A proposed annual budget shall be prepared by the Director of Special Education, for action by the Governing Board. Each budget approved by the Governing Board shall delineate the costs that are to be allocated among the Member Districts.

A. Administrative Expenses

Administrative expenses are those expenses included in the annual budget as associated with the following: the office of the Director of Special Education, (including all expenses associated with the salary and benefits of the Director of Special Education and his or her administrative and/or support staff); telephone expenses, supplies, equipment, contractual services and office rental. Each Member District shall contribute its *pro rata* share of the cost of the administrative expenses based upon its six (6) day enrollment for the entire student population, counting half-day (1/2) kindergarten pupils as one-half (1/2) of a full-time student.

B. Classroom Expenses

Classroom expenses are those expenses included in the annual budget as associated with the following: all salaries and benefits associated with the classroom teaching and support staff, classroom supplies, textbooks, and insurance. Instructional fees shall be assessed to Member Districts based upon a tuition amount for each full-time equivalent student attending an SMASE program with such tuition amount stated in the SMASE annual budget as approved by the Governing Board.

C. Fee for Service Fees

A “Fee for Service” Fee shall be established by the Governing Board and assessed to Member Districts for services established annually by the Governing Board which may include, but are not limited Occupational Therapy Services, Physical Therapy Services, Vision Impairment Itinerant Services, Hearing Impairment Itinerant Services, Physical Impairment Itinerant Services, School Psychology Services, Speech and Language Pathology Services, Adapted Physical Education Services, Audiology Services and Professional Development Services. The fees for such services shall be determined according to a formula established annually by the Governing Board.

D. Other Expenses

Any other expenses or costs of SMASE that are not specifically set forth in this Joint Agreement may be assessed against any Member District as authorized by the Governing Board.

Section 3 – Grants or Gifts

Grants or gifts may be accepted by SMASE upon approval of the Governing Board.

Section 5 – Payments

SMASE may bill Member Districts or Non-Member Districts at intervals deemed necessary by the Governing Board; however, SMASE shall bill Member Districts at least three (3) times per year. All payments required to be paid to SMASE shall be paid promptly. Payments that are more than thirty (60) days past due date shall bear interest at the rate of 1½ % per month from the due date of such payment to the date payment is received.

ARTICLE VIII - TERMINATION OF MEMBERSHIP

Section 1 - Voluntary Withdrawal by Member District

1. **Notice of Withdrawal.** Any Member District may seek to withdraw from SMASE by following the process provided for in Section 10-22.31 of the Illinois *School Code* (105

ILCS 5/10-22.31) or any successor legislation. Such withdrawing Member District must provide written notice to the Governing Board of its intent to withdraw at least two (2) full fiscal years prior to the effective date of a withdrawal and within 30 days of approval of the withdrawal petition by the Member District Board of Education. All voluntary withdrawals shall become effective on July 1 unless otherwise approved by the Governing Board.

A. Procedures for Withdrawal:

1. Concurring Resolutions of Member Districts.

A Member District seeking to withdraw from SMASE may present a written petition seeking to withdraw to the Governing Board, the Superintendent of SMASE and to the Superintendents of all Member Districts of the SMASE. Such notice shall be sent certified mail return receipt requested. The written petition to withdraw must be approved by resolution of the Board of Education of the Member District seeking to withdraw and must state the proposed date for withdrawal from SMASE. The Boards of Education of the remaining Member Districts must approve the withdrawal petition within six months of the date the written petition for withdrawal is presented to the Governing Board. If the Boards of Education of the remaining Member Districts approve the withdrawal petition by written resolution within such six month period, the petitioning Member District shall be withdrawn from SMASE effective July 1 which is two years after the withdrawal petition was presented to the Governing Board (or another July 1 as stated in the withdrawal petition) and shall notify the State Board of Education of the approved withdrawal in writing. If the Boards of Education of the remaining Member Districts do not approve the withdrawal petition by written resolution within such six month period, the petition to withdraw fails.

2. Hearing Before Regional Board of School Trustees.

A petition for withdrawal may also be made to the Regional Board of School Trustees exercising oversight or governance over the Member Districts. The Member District seeking to withdraw must simultaneously present a copy of the written petition seeking to withdraw to the Governing Board, the Superintendent of SMASE and to the Superintendents of all Member Districts of the SMASE. Such notice shall be sent certified mail return receipt requested. The Regional Board of School Trustees shall then hold a hearing on the petition for withdrawal in accordance with the *School Code*.

B. Continuing Services.

Member Districts which voluntarily withdraw from SMASE may request continued participation in selected SMASE programs or services after withdrawal. Such participation is subject to approval by the Governing Board. Additionally, the Executive Committee shall be permitted to provide the Governing Board with comments as to the provision of services to former Member Districts.

Should the Governing Board allow a former Member District to participate in SMASE services, the Governing Board shall enter into a written agreement with the former Member District setting forth the mutually agreed upon terms and conditions of participation.

Section 2 - Removal of Member District

Membership in SMASE is conditional upon the Member Districts continued compliance with the terms of these Joint Articles of Agreement and SMASE policies. If the Governing Board finds that a Member District has failed to comply with these Articles of Joint Agreement, the Governing Board may put said Member District on written notice for such failure. If, after one (1) year from the date of the written notice to the Member District, the Member District has not remediated the failure, as determined by the Governing Board, the Governing Board may remove such Member District pursuant to the following procedure:

A. Notice. Upon approval of a majority of the Governing Board, the Superintendent shall send a written notice to the Board of Education of the Member District in question, specifying in detail the items which the Governing Board deems sufficient cause to justify removal of the Member District from SMASE.

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 prior 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 three-fourths (3/4) vote of all the Governing Board members, excluding the representative from the Member District subject to the removal proceeding, shall be required to terminate the membership of a Member District in SMASE. Removal from membership shall not relieve the Member District of the obligations incurred during its membership in SMASE and such

termination shall become effective no later than July 1 following the date of action by the Governing Board.

Section 3 -Accounting Upon Withdrawal or Removal

In the event that any Member District withdraws or is removed from SMASE, such Member District shall forfeit any claim or right it may have for any of SMASE's assets. Such withdrawn or removed Member District, however, shall continue to be liable for costs, expenses and liabilities it incurred while it was a Member District and shall continue to pay such costs, expenses and liabilities until they are paid in full. Liabilities of SMASE shall include, but not necessarily be limited to, costs, expenses, notes, bonds, debt certificates, contractual obligations and other debts and/or claims accrued on or before the effective date of withdrawal.

ARTICLE IX – AMENDMENTS

Any Member District may submit to the Governing Board in writing a proposed amendment to these Articles of Joint Agreement. The Governing Board shall consider the proposed amendment at two (2) meetings and a final consideration for approval shall occur after two (2) readings by the Governing Board. If approved by the Governing Board, the Governing Board shall submit the proposed amendment in sufficient copies to each Member District Board of Education for ratification by certified mail. To become effective, an amendment must be approved by at least three-fourths (3/4) of the Member District Boards of Education within ninety (90) days of the date on which the proposed amendment was mailed to each Member District.

The effective date of said amendment, unless otherwise stated therein, shall be the date of ratification of the last Member District Board of Education acting to approve the amendment.

ARTICLE X - SERVICES TO STUDENTS OUTSIDE OF SOUTH MACOUPIN SERVICE AREA DISTRICT

SMASE may accept children residing outside of SMASE's Member Districts into its programs. The SMASE Director of Special Education shall have the authority to enroll such student(s), to arrange for the placement of such student(s) and to negotiate any necessary agreements and financial arrangements between the resident school district of the student and SMASE subject to review and approval of the Governing Board.

ARTICLE XI – DISSOLUTION

Section 1 - Dissolution

Dissolution of SMASE may be authorized by the affirmative vote of three-fourths (3/4) of the entire membership of the Governing Board, in the following manner:

A. Any member of the Governing Board may submit a resolution with the President of the Governing Board proposing that SMASE be dissolved voluntarily. The question of such dissolution shall be submitted to a vote at a meeting of the Governing Board, which may be either a regular or a special meeting.

B. Written notice stating that the purpose, or one of the purposes, of the meeting is to consider the voluntary dissolution of SMASE shall be given to each member of the Governing Board within the time and in the manner provided in these Articles of Joint Agreement for giving notice of meetings of the Governing Board.

C. Such Motion shall be filed at least one (1) year prior to the requested effective date of the dissolution.

Section 2 - Effect of Dissolution

Upon dissolution SMASE shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including, but not limited to:

- A. Collecting receivables;
- B. Liquidating and or disposing of its assets as provided in Section 3 hereof;
- C. Discharging or making provision for discharging of its liabilities and obligations;
- D. Causing the honorable dismissal or otherwise terminating the employees of SMASE; and
- E. Taking such other actions as may be necessary to wind up the affairs of SMASE.

Section 3 – Distribution of Assets

Once SMASE has accounted for all of its assets and liabilities, any remaining assets after such accounting shall be distributed to each Member District, at the time of dissolution, on an equal basis.

Section 4 - Successor Districts and Consolidated Districts

In the event any Member District merges or consolidates with another Member District the new entity which comprises the former Member Districts, and is a Member District at the time of dissolution, shall be entitled to the same distribution of assets of the previously existing Member District(s) as if the merger or consolidation had not occurred unless specifically provided otherwise by law.

ARTICLE XII - SAVINGS CLAUSE

In the event that any section or part of these Articles of Joint Agreement violate any applicable statute or regulation, such section or part of the Articles of Joint Agreement shall be null and void and shall not be binding. To the extent that the purpose of and the ability to operate SMASE remains unaltered, such partial invalidation of any part of this Joint Agreement shall not in any way affect the validity of the remainder of these Articles of Joint Agreement.