

# Special Education District of Lake County (SEDOL)

## Articles of Joint Agreement

A Governing Board Joint Agreement organized to provide education and related services for children with disabilities resident within its Member School Districts as defined and mandated by the provisions of the Illinois *School Code*.

### Article I - Organization

#### Section 1 - Name

Special Education District of Lake County (hereinafter referred to as SEDOL) is established as the name for this joint agreement, which has been previously allocated the identification reference of Special Education District No. 825, Lake County, Illinois by the Illinois State Board of Education, and is a continuation of the special education organization which has been operating under this name since 1960.

#### Section 2 - Enabling Authority

SEDOL is a legal entity type joint agreement governed by a Governing Board pursuant to designation (2) as set forth in the second paragraph of Section 10-22.31 of the *School Code*.

#### Section 3 – Purpose

The purpose of SEDOL is to:

1. Provide special education programs, related services, and facilities for children with disabilities in the categories of such children as is determined should be served by SEDOL and as referenced in Article 14 of the *School Code* and in Federal statutes and rules and regulations issued thereunder.
2. Take steps necessary to exercise such authorizations that may be required to fully carry out such duties and powers required to be or permitted to be exercised by special education joint agreements.

#### Section 4 – Membership

1. Public school districts located all, or in part, in the County of Lake, Illinois, shall be eligible for membership.
2. Interested school districts must apply to the Governing Board and must demonstrate the ability to comply with these Articles and the policies and procedures of the Governing Board and Executive Board.

3. The applying school district must demonstrate its ability to financially contribute and pay fees and assessments.
4. Approval of an application for membership requires a two-thirds vote of approval by the entire membership of the Governing Board.
5. Once established, membership is continuing except under the conditions for removal or withdrawal defined by these Articles.
6. As of the effective date of these Articles of Agreement, the current members consist of the following school districts:

Winthrop Harbor School District #1  
Beach Park Community Consolidated School District #3  
Zion School District #6  
Millburn Community Consolidated School District #24  
Emmons School District #33  
Antioch Community Consolidated School District #34  
Grass Lake School District #36  
Gavin School District #37  
Big Hollow School District #38  
Lake Villa Community Consolidated School District #41  
Community Consolidated School District #46  
Woodland Community Consolidated School District #50  
Gurnee School District #56  
Oak Grove School District #68  
Libertyville School District #70  
Rondout School District #72  
Hawthorn Community Consolidated School District #73  
Mundelein School District #75  
Diamond Lake School District #76  
Fremont School District #79  
Aptakisic-Tripp Community Consolidated School District #102  
Round Lake Community Unit School District #116  
Community High School District #117  
Wauconda Community Unit School District #118  
Mundelein Consolidated High School District #120  
Warren Township High School District #121  
Grant Community High School District #124  
Zion-Benton Township High School District #126  
Grayslake Community High School District #127  
Community High School District #128  
North Chicago Community Unit School District #187

## **Article II - Governance and Operation**

Governance and operation shall be effected through a two-tiered system as follows:

## **Section 1 - Governing Board**

The Governing Board is composed of one Board of Education member from each Member District selected by the respective Board of Education. The Governing Board is authorized to delegate to the Executive Board authority to manage particular operations of the Joint Agreement program in accordance with the terms set forth in the delegation, always reserving to itself, however, the full authority to continue to administer the Joint Agreement, in accordance with its terms.

## **Section 2 - Executive Board**

The Governing Board shall appoint an Executive Board consisting of nine members: 4 superintendents of SEDOL Member Districts, 4 members of the Governing Board, and the Lake County Regional Superintendent of Schools.

## **Section 3 - Considerations in Appointments**

When appointing members to the SEDOL Executive Board, the Governing Board shall consider and assure adequate representation from school districts serving elementary and secondary age students and shall consider representation based upon geographical areas and sizes of districts. At no time shall any two Executive Board members be from the same district.

# **Article III - Governing Board**

## **Section 1 - Annual Meeting**

The Governing Board shall:

1. Prior to or during the first quarter of each year July 1 to June 30, hold an annual meeting to:
  - a. Recommend and approve amendments to the Articles of Joint Agreement.
  - b. Appoint Executive Board members, if necessary.
  - c. Hold an annual Budget Hearing and approve the final budget which shall be by a majority vote of the entire Governing Board membership.
  - d. Take any action which can only be approved by the Governing Board.
  - e. Consider any other matters placed on the agenda.
  - f. Make management delegations to the Executive Board.
  - g. Authorize the incurring of indebtedness within the annual budget for the joint agreement approved by the Governing Board and delegate implementation of the management of such authority to the Executive Board.

2. Establish other regular meeting dates as are desired.

### **Section 2 - Special Meetings**

Special meetings shall be called by the President or any five members of the Governing Board by written notice placed in the U.S. mail first class or sent by FAX or email to each Governing Board member through the school district superintendent's office or the members' designated email addresses, confirmed by a telephone call, at least 20 days prior to the meeting date, specifying the date, time, and purpose of said meeting.

### **Section 3 - Quorum and Voting Procedures**

1. A quorum shall consist of a majority of the members of the Governing Board.
2. Measures shall be passed by majority vote of those voting on the measure when the existence of a quorum has been established, unless otherwise specifically stated herein or required by law.

### **Section 4 – Officers**

The Governing Board shall elect officers, including, but not limited to, a President and a Secretary, and establish procedures governing the Board's operation.

## **Article IV - Executive Board**

### **Section 1 - Make Up**

The Executive Board, consisting of the 9 members stated in Article II, Section 2 shall meet regularly, at least monthly.

### **Section 2 - Officers and Procedures**

The Executive Board shall elect its own officers and 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.

### **Section 3 - Management Authority**

The Executive Board shall carry out management functions in the day to day conduct of the SEDOL operations in accordance with the authority annually delegated to it by the Governing Board.

### **Section 4 - Reports to the Governing Board**

The Executive Board shall cause a copy of the minutes of each of its meetings to be forwarded to the Governing Board promptly after approval.

## **Article V – Financial Obligations of Member Districts**

### **Section 1 – Budgeting, Funding, and Billing Policy**

In addition to the terms of these Articles of Joint Agreement, details regarding SEDOL budgeting, funding, and billing shall be set forth, as needed, in Governing Board policy and the Governing Board's budget-approval process. Governing Board approval requires a simple majority of those voting.

### **Section 2 - Student Housing**

To provide adequate classroom space to house SEDOL special education students in sector programs, each Member District will provide at least one classroom for SEDOL classes for each ten (10) students, or fraction thereof, enrolled in a SEDOL sector classroom. In the event unique circumstances result in a hardship for a Member District to provide needed classrooms, that Member District shall initiate discussion with other districts in or contiguous to its sector, and those districts will collectively identify an alternative classroom site.

### **Section 3 – Tuition**

Tuition rates for each program will be developed as part of the budgeting process each year. Each Member District will be billed monthly on a program-cost basis for students enrolled in SEDOL programs. For each fiscal year, Member Districts will be pre-billed in July for 35% of the estimated total bill. The balance of tuition owed for the school year will be prorated over 11 monthly billings and will be adjusted each month to reflect enrollment changes that occurred the previous month. Non-Member Districts will be pre-billed in July for 50% of the estimated total bill and billed in January for the remaining 50%.

### **Section 4 - Operations and Maintenance Assessment**

Member Districts will be charged a pro-rated share of SEDOL's operations and maintenance (O&M) budgeted expenditures.

One-third (1/3) of the approved O&M budget will be billed to Member Districts based on each Member District's equalized assessed valuation compared to the cumulative equalized assessed valuation for all Member Districts. This bill will be mailed each September.

One-third (1/3) of the approved O&M budget will be billed to Member Districts based on each Member District's total Fall enrollment compared to the cumulative Fall enrollment of all Member Districts. This bill will be mailed each December.

One-third (1/3) of the approved O&M budget will be billed to Member Districts based on each Member District's previous year's final average daily enrollment (ADE) in programs housed in SEDOL-owned buildings compared to the cumulative previous year's final average daily enrollment (ADE) in programs housed in SEDOL-owned buildings for all Member Districts. This bill will be mailed each February.

## **Section 5 - Housing Credit/Charge**

All Member Districts will either pay a fee or be given a credit, depending on the number of classrooms the Member District provided in the previous fiscal year, in comparison to the number of students it has enrolled in SEDOL classes, excluding those attending at the SEDOL-owned facilities. A cost-per-student amount will be developed each year based on the room rental fee that SEDOL will pay to each Member District for the number of classrooms the Member District supplied, divided by the total number of SEDOL students enrolled. This amount is then applied to the number of students per Member District, less the credit being given for each classroom that the individual Member District is supplying. SEDOL acts as a flow-through agent for these funds, in that charges are assessed to Member Districts whose student costs exceed the room rental the Member District is receiving. Upon receipt of these charges from Member Districts, SEDOL then allocates these monies to Member Districts whose student costs are less than the rental rates the particular district is earning. The distribution of these funds occurs upon receipt of payments for all charges to applicable Member Districts. Member Districts who are hosting a SEDOL classroom must notify the SEDOL Superintendent by February 1 if they are unable to host a SEDOL classroom for the following school year.

## **Section 6 - Contractual Billing**

Member Districts may contract with SEDOL for psychology, social work, occupational therapy, physical therapy, vocational, technical supervision, speech/language therapy, adapted physical education, private placement, nursing, educational specialist, hearing specialist services, and Early Childhood Assessment Team (ECAT) services, plus other services that may be added from time to time. Member Districts that wish to contract for these services must have their requests in to SEDOL by February 1 for the following year. Upon assigning appropriate staff to the contracted areas each year, a billing is prepared based on actual costs, in total, for each contractual program, and is then prorated to each Member District based on the number of days of service each received. Quarterly billings are sent in October, December, February, and April and are payable in full within 30 calendar days.

## **Section 7 – Audiology**

Member Districts will be charged a pro-rated share of SEDOL's budgeted expenditures for audiology services provided to Member District students who are not enrolled at SEDOL.

One-half ( $\frac{1}{2}$ ) of the approved audiology budget will be billed to Member Districts based on the number of audiology contacts (including no-shows) of each Member District's students in the previous school year compared to the cumulative number of audiology contacts (including no-shows) of all Member Districts in the previous school year. This bill will be mailed each September.

One-half ( $\frac{1}{2}$ ) of the approved audiology budget will be billed to Member Districts based on each Member District's total Fall enrollment compared to the cumulative Fall enrollment of all Member Districts. This bill will be mailed each January.

## **Section 8 – Infinitec Assistive Technology Coalition**

Member Districts will be charged a pro-rated share of SEDOL’s budgeted expenditures for the Infinitec Assistive Technology Coalition. The approved Infinitec Assistive Technology Coalition budget will be billed to Member Districts based on each Member District’s total Fall enrollment compared to the cumulative Fall enrollment of all Member Districts. This bill will be mailed each November.

## **Section 9 - Delinquent Bills**

All bills issued by SEDOL to the Member Districts are considered delinquent if not paid within 60 days from the date of issue. Further, delinquent bills shall bear an interest charge of the lesser of (a) 175% of the current Wall Street Journal Prime Rate per year, computed for the number of days elapsed from date of issue to the date of payment or (b) 1% per month, computed from the date 60 days after receipt of the bill or the date the goods and services are provided, whichever is later.

## **Article VI - SEDOL as Operating District**

### **Section 1 - SEDOL Teachers**

Teachers employed by SEDOL but assigned by the SEDOL Administration to a Member District function similarly to faculty members of the Member District and are generally responsible to the building principal where their classrooms are located. There shall be shared supervisory responsibilities between the administrators of the Member Districts and SEDOL, with SEDOL having final authority on questions of program delivery.

SEDOL teachers will be placed on SEDOL’s teachers’ salary schedule as determined by the Governing Board or, if delegated the authority, by the SEDOL Executive Board. The SEDOL Superintendent is responsible for the licensure and special education approval of SEDOL teachers assigned to the Member District.

### **Section 2 – Tenure**

Employment of professional-educator-licensed staff by SEDOL shall be subject to the provisions of Sections 24-11 and 24-12 of the *School Code*, and all such personnel employed after July 1, 1987 as full time teachers by SEDOL shall be subject to the limited contractual continued service acquisition as set forth in Section 24-11.

## **Article VII - Involuntary Removal of a Member District**

### **Section 1 - Condition of Membership**

Membership in SEDOL is conditional upon faithful compliance with obligations assumed by Member Districts upon joining SEDOL. Hence, involuntary removal is not equivalent to a voluntary withdrawal and is not subject to voluntary removal procedures.

## **Section 2 - Removal Procedures**

If any Member District refuses to provide classrooms for the children with disabilities as specified in the Article V – Financial Obligations of Member Districts, fails to make any payments as and when required in the operation of SEDOL, or breaches any other provisions of this Agreement or requirements placed upon Member Districts, such Member District may be removed from membership in SEDOL, as follows:

Following a report from the SEDOL Superintendent and upon approval by a majority of the Executive Board, a written notice shall be forwarded to the Board of Education of the Member District in question, specifying in detail the items which the Executive Board deems sufficient cause to justify removal of the District from SEDOL. The notification shall specify the period of time in which such items are to be corrected or appropriate steps to be taken.

Should the Member District fail to take such steps to the satisfaction of the Executive Board within the specified time, the Governing Board shall, upon reasonable notice, call a special meeting at which time the matter shall be brought before the Governing Board for hearing and action. At least ten days written notice of the time and place of such hearing shall be given to the Member District alleged to be in violation of this agreement by Certified Mail addressed to the Superintendent of said district. The Member District in question shall be permitted to appear and to submit reasons why it should not be removed from membership. A two-thirds vote of the members of the entire Governing Board shall be required to terminate the membership of a Member District (or to restore it to full membership in SEDOL). Removal from membership shall not relieve the Member District of obligations incurred during participation and shall become effective no later than July 1st following the date of action by the Governing Board. The rights and responsibilities of a Member District removed from membership in SEDOL shall be as for a Member District voluntarily withdrawing from SEDOL as specified in Article VIII, Section 5 governing voluntary withdrawal of Member Districts from SEDOL.

## **Article VIII – Voluntary Withdrawal from SEDOL**

### **Section 1 – Procedures**

Voluntary withdrawal of a Member District from SEDOL 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 SEDOL 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 SEDOL Member Districts.

### **Section 2 – Advance Notification**

In either event, a Member District seeking to voluntarily withdraw from SEDOL shall have its board of education adopt a resolution in support of such voluntary withdrawal and must provide said resolution to the Governing Board no less than twelve (12) months prior to 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 twelve (12) 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.

### **Section 3 – Consensual Withdrawal**

A Member District may file a Petition for Withdrawal with the other SEDOL Member Districts no later than twelve (12) 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 Petitioning District, and the Member District petitioning for withdrawal 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 SEDOL Superintendent and all Member Districts. If a Petition for Withdrawal is approved by all Member Districts, the Petitioning Member District shall be withdrawn from SEDOL effective the succeeding July 1<sup>st</sup>. The Petitioning Member District shall notify the Illinois State Board of Education ("ISBE") in writing of the withdrawal upon approval by all Member District Boards of Education and comply with all requirements of the ISBE, including but not limited to the submission of a comprehensive plan.

### **Section 4 – Non-Consensual Withdrawal**

A Member District not wishing to utilize the consensual process provided in Section 3 above or whose Petition under Section 3 was not approved may adopt a resolution as provided in Section 2 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 SEDOL Superintendent, who shall provide a copy to all Member District Superintendents. The Superintendent and Executive Board shall review said Petition and recommend to the Governing Board the content and manner of response on behalf of SEDOL. The Governing Board shall make final determinations regarding the SEDOL response to a Petition for Withdrawal filed with the Regional Board(s) of School Trustees. Prior to a hearing on the withdrawal, the Petitioning Member District must comply with the requirements outlined in Section 10-22.31 of the *School Code* (105 ILCS 5/10-22.31).

### **Section 5 – Rights and Obligations**

1. Assets. In the event voluntary withdrawal from this Joint Agreement is approved pursuant to the procedures in Sections 3 or 4 above, the withdrawing Member District(s) shall have no claim on any assets of SEDOL including, but not limited to, any real or personal property, buildings, land, equipment, or funds of SEDOL, except unexpended IDEA Part B funds retained by SEDOL that are actually Member District funds for the provision of FAPE for the Member District students with disabilities. However, IDEA Part B funds

paid to SEDOL by a Member District for a purchased service are SEDOL assets, to which a withdrawing Member District has no claim.

2. Liabilities. In the event voluntary withdrawal from this Joint Agreement is approved pursuant to the procedures in Sections 3 or 4 above, the withdrawing district shall be responsible for its share of liabilities incurred by SEDOL prior to the effective date of withdrawal. Said liabilities include, but are not limited to, any form of debt or bonded indebtedness or notes, any retirement incentives or costs related to retiring staff, any liabilities as provided by law or any other financial or other liabilities incurred by SEDOL pursuant to its approved budget or on behalf of the withdrawing district. Said liabilities include the costs incurred by SEDOL, including but not limited to legal costs, in responding to a voluntary withdrawal of a member district. The withdrawing district shall be responsible for its share of liabilities as that share is determined for all member school districts in the fiscal year immediately preceding the effective date of withdrawal.

## **Article IX. Dissolution**

### **Section 1 – Procedure for Voluntary Dissolution by Governing Board**

A voluntary dissolution of the Joint Agreement may be authorized by a two-thirds vote of the entire Executive Board followed by the affirmative vote of two-thirds of the entire Governing Board, in the following manner:

1. Any member of the Governing Board may file a proposed resolution in writing with the President of the Governing Board, proposing that the Joint Agreement be dissolved voluntarily and requesting that the question of such dissolution be submitted to a vote at a meeting of the Executive Board and the Governing Board.
2. Written notice stating that the purpose, or one of the purposes, of the meeting is to consider the voluntary dissolution of the Joint Agreement shall be given to each member of the Governing Board and Executive Board. The notice shall be given within the time and in the manner provided in this Agreement for giving notice of a meeting of the Governing Board and Executive Board.
3. Such proposed resolution shall be filed at least twelve (12) months prior to the requested effective date of the dissolution.

### **Section 2 – Effect of Dissolution**

Dissolution of the Joint Agreement terminates its existence. Upon dissolution, the Joint Agreement shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including:

1. Collecting its assets as provided in Section 4 below,
2. Liquidating and/or disposing of its assets as provided in Section 4 below,
3. Discharging or making provisions for discharging its liabilities,

4. Distributing cash raised pursuant to liquidation or disposition of SEDOL assets and any remaining non-cash assets to Member Districts as provided in Section 4 below,
5. Causing the honorable dismissal of or otherwise terminating SEDOL's employees, and
6. Doing such other acts as is necessary to wind up and liquidate its business and affairs.

### **Section 3 – Successor Districts and Consolidated Districts**

In the event any Member District merges or consolidates with another Member District, and the new entity comprised of the former Member Districts is a Member District at the time of dissolution, the new entity 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.

### **Section 4- Determination and Distribution of Assets and Liabilities**

In the event SEDOL dissolves, its Net Assets, defined as all SEDOL 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 SEDOL debt as of the effective date of dissolution, will be distributed as follows:

#### **A. Real Property**

Any SEDOL buildings or real property will be offered for sale to SEDOL's successor, if any ("Successor"), or SEDOL'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 stated in the prior year's Illinois District Report Cards.
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

Personnel reimbursement generated through the Evidence-Based Funding model by SEDOL during the school year prior to dissolution will flow to the Successor, if any. If no Successor exists, such reimbursements will flow proportionately to the Member Districts employing at least one individual in the position for which reimbursement was provided to SEDOL, 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. Remaining Fund Balances and/or Deficits

Any remaining fund balances or deficits will be distributed or charged proportionately to SEDOL'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.

## **Article X – Administration and Staff**

### **Section 1 – Superintendent**

The Governing Board shall employ a Superintendent who shall be licensed by the Illinois State Board of Education to serve as a director of special education. The Governing Board shall determine the terms of the Superintendent's employment, which shall be consistent with Section 10-22.31 of the *School Code* or any successor legislation and incorporated into a written contract.

### **Section 2 – Staff**

The Governing Board shall employ both professional-educator-licensed and educational support personnel as recommended by the Superintendent and Executive Board or may delegate said authority to the Executive Board.

### **Section 3 – Professional Worker Schedule**

So long as required by law, any full time professional worker, as defined in the *School Code*, employed by SEDOL who spends over 50% of his/her time in one member school district shall not be required to work a different teaching schedule than the other professional workers in that member district.

## **Article XI- Programs, Services and Transportation**

### **Section 1 – Types of Programs and Services**

SEDOL shall operate programs on behalf of member school districts and provide services to member school 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.

### **Section 2 – Determination of Programs and Services**

The Superintendent and Executive Board shall determine what programs and services SEDOL will offer Member Districts consistent with the SEDOL budget as approved by the Governing Board.

### **Section 3 – Transportation**

SEDOL Member Districts shall be responsible for transporting students to SEDOL programs, except as otherwise determined by the Governing Board.

## **Article XII – Amendments**

### **Section 1 – Submission**

Proposed amendments to these Articles may be submitted by a Governing Board member or by the Executive Board at any regularly scheduled meeting or at a special meeting of the Governing Board called for such purpose.

### **Section 2 – Governing Board Action**

Any proposed amendment shall be presented to Governing Board members at least 20 days prior to the date of the meeting at which it is to be acted upon. A proposed amendment that receives the favorable vote of two-thirds of the entire membership of the Governing Board at a meeting of the Board shall become effective on the date that a two-thirds favorable approval is achieved or such subsequent effective date as specified in the proposed amendment, whichever is later.

Adopted: 9/18/74

Revised: 11/18/92 - Effective 1/1/93

Revised: 8/25/93; 3/20/96; 3/22/00\*, 8/30/00; 3/5/03; 6/23/04; 6/20/07; 9/1/10;  
8/26/15; 3/8/17; 6/3/20

\*Changed the name Management Council back to Executive Board

302487\_7

## Governing Board

### Governing Board Delegation of Authority to the Executive Board

The Governing Board authorizes the Executive Board to:

1. Formulate, adopt, and modify Board policies, at its sole discretion, subject only to mandatory collective bargaining agreements and State and federal law.
2. Employ personnel, make employment decisions, dismiss personnel, and establish an equal employment opportunity policy that prohibits unlawful discrimination.
3. Direct, through policy, the Superintendent, in his or her charge of the District's administration.
4. Approve major expenditures, payment of obligations, annual audit, and other aspects of the District's financial operation, and make available a statement of financial affairs as provided in State law.
5. Enter into contracts, using the public bidding procedure when required, for supplies, materials or work (e.g. leasing space, telephone, utilities, fuel, maintenance and repair of buildings, sites and facilities).
6. Contract for services of attorneys, auditors, architects, and bond counsel.
7. Defend, indemnify, hold harmless and insure against any loss or liability of the District, Board members, employees, agents, volunteer personnel (pursuant to 105 ILCS 5/10-22.34, 10-22.34a and 10-22.34b), mentors of licensed staff (pursuant to 105 ILCS 5/2-3.53a, 2-3.53b, and 105 ILCS 5/21A-5 et seq.), and student teachers who, in the course of discharging their official duties imposed or authorized by law, are sued as parties in a legal proceeding. Nothing herein, however, shall be construed as obligating the Board to defend, indemnify, or hold harmless any person who engages in criminal activity, official misconduct, fraud, intentional or willful and wanton misconduct, or acts beyond the authority properly vested in the individual.
8. Certify to the treasurer all payments to be made.
9. Allocate among the member districts of SEDOL the housing of students in accordance with SEDOL approved policy.
10. Provide, construct, control, and maintain adequate physical facilities; make school buildings available for use as civil defense shelters; and establish a resource conservation policy.
11. Establish an equal educational opportunities policy that prohibits unlawful discrimination.
12. Approve the curriculum, textbooks, and educational services.
13. Evaluate the educational program and approve School Improvement Plans.
14. Establish and approve the school year calendar for SEDOL-operated schools.
15. Require a moment of silence to recognize veterans during any type of school event held at a District school on November 11.
16. Provide student transportation services as specified in Policy 4:110 *Transportation*.
17. Enter into agreements with other boards, communities or state agencies deemed appropriate for the benefit of children and to certify to the treasurer, payments to be made thereunder, in accordance with the Illinois School Code.

18. Comply with requirements in the Abused and Neglected Child Reporting Act. Specifically, each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in the Act, direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with the Act's requirements concerning the reporting of child abuse.
19. Communicate the schools' activities and operations to the community and represent the needs and desires of the community in educational matters.
20. Bill each member of SEDOL for its allocable share of the costs of programs and administration.
21. Make application for State or federal aid and file all reports and claims necessary to meet statutory or administrative requirements and to qualify for State or federal aid.
22. Provide methods and charges whereby Member Districts may contract for supportive services such as psychology, social work, occupational therapy, vocational, etc.
23. Discipline and discharge employees and delegate such authority to SEDOL administrators;
24. Establish an imprest fund in accordance with the provisions of Section 10-20.19 of The School Code.
25. Make recommendations to the Governing Board regarding the hiring and/or dismissal of the SEDOL Superintendent.
26. Recommend to the Governing Board contractual agreements between SEDOL and unions representing SEDOL employees.
27. Recommend to the Governing Board the annual budget:
  - Prepare and submit to the Governing Board and the Member Districts a preliminary annual budget at least 30 days prior to the June Governing Board meeting.
  - Prepare and submit to the Governing Board and the Member Districts a final annual budget at least 30 days prior to the annual budget hearing to be held at the August Governing Board meeting.
28. Process requests for waivers or modifications of mandates in The School Code or ISBE administrative rules.

The SEDOL Governing Board retains final authority regarding:

- Employment or dismissal of the Superintendent;
- Approval of contracts between SEDOL and employee unions;
- Approval of new construction of buildings and purchase or sale of property;
- Approval of the annual budget;
- Annual delegation of specific authorities to the Executive Board;
- And any other items not addressed in the aforementioned authorities.



LEGAL REF.: 105 ILCS 5/10-20.19, 10-22.31, 24-11, 24-12.  
105 ILCS 5/10, 5/17-1, and 5/27-1.  
115 ILCS 5/, Ill. Educational Labor Relations Act.  
325 ILCS 5/4, Abused and Neglected Child Reporting Act.  
Articles of Joint Agreement

CROSS REF.: 1:10 (District Legal Status), 1:20 (District Organization and Operations), 2:10 (District Governance), 2:20 (Powers and Duties of the Governing Board; Indemnification), 2:26 (Governing Board Organizational Meeting), 2:36 (Executive Board Relations), 2:56 (Executive Board Structure), 2:58 (Governing Board Delegation of Authority to the Executive Board), 2:80 (Governing Board Member Code of Conduct), 2:130 (Governing Board/Superintendent Relationship), 2:240 (Executive Board Policy Development)

ADOPTED: August 25, 2004

REVIEWED: June 22, 2005; June 21, 2006; May 28, 2008; May 28, 2009; June 8, 2011; June 12, 2013; June 11, 2014; June 10, 2015; June 7, 2017; June 6, 2018; June 5, 2019, December 4, 2019

REVISED: June 20, 2007; June 9, 2010; August 29, 2012; February 26, 2014; December 3, 2014; June 8, 2016, December 4, 2019