

ARTICLES OF JOINT AGREEMENT
OF THE
SPECIAL EDUCATION DISTRICT OF
McHENRY COUNTY

AMENDED
AUGUST 2003
FEBRUARY 2005
AUGUST 2005
MARCH 2006
MARCH 2007
OCTOBER 2007
AUGUST 2009
MARCH 2010
MAY 2011 – ARTICLE II & IV
DECEMBER 2013 – ARTICLE V
APRIL 2015
AUGUST 2015
AUGUST 2016 – ARTICLE II
MARCH 2021-ARTICLE II SECTION II
MARCH 2022-ARTICLE II SECTION IIA

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OF THE SPECIAL EDUCATION DISTRICT OF
MCHENRY COUNTY**

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ARTICLES OF JOINT AGREEMENT OF THE SPECIAL EDUCATION DISTRICT OF MCHENRY COUNTY

ARTICLE I – GENERAL

Section 1: The name of this organization shall be the Special Education District of McHenry County (SEDOM).

Section 2: SEDOM shall function as a service agent of each of its member districts. SEDOM shall encourage, plan, organize, coordinate, direct, operate, monitor and/or supervise a comprehensive program of the delivery of special education programs and other needed services for children with disabilities. SEDOM shall perform or carry out specialized education functions as authorized by the Illinois School Code, the Governing and Executive Boards, and its Member Districts.

Functions

1. Assist member districts with their inter-district arrangements in the planning organization and operation of special education programs and services.
2. Provide direction and leadership in the preparation and administration of special education financial processes to maintain compliance with existing state and federal requirements.
3. Work with member districts individually and collectively to facilitate and/or maintain full compliance with existing State and Federal mandates.
3. Serve an informational function and disseminate to member districts critical information pertaining to special education.
4. On behalf of member districts, work with the Illinois State Board of Education for purposes of special education.
5. Function as a signatory for member districts through the State Approved Director of Special Education.
6. Provide such other assistance, consultation, and services to the member districts that are not prohibited by law.
7. Operate programs and/or provide services for students whose educational needs cannot be met at a district or inter-district level.

Section 3: Public school districts located all, or part, in McHenry County, Illinois, shall be eligible for membership.

- A. Membership becomes active upon application and payment of the annual membership fee. Once established, membership is continuing except under the conditions for removal or withdrawal defined by these Articles.

Member District Rights and Responsibilities

- A. Member districts shall have the right to receive appropriate services, programs, and administrative support from SEDOM consistent with the Articles of Joint Agreement. B. 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, a neighboring district or SEDOM.
- B. Each member district shall assist the Governing Board of Directors and the Executive Board in accomplishing the purpose and functions of SEDOM as previously set forth. Further, member districts shall work collaboratively to provide for the needs of all special education students within the member districts.
- C. Member districts, in making decisions for the provision of services, shall consider the welfare of other member districts as part of such decision making.
- D. 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 student needs within a member district supports the establishment of such service delivery options.
- E. If a member district establishes special education one or more instructional classrooms designed to meet the needs of students with disabilities who reside in the member district, such member district may allow for the enrollment of a student with a disability who resides in another school district if sufficient space exists in the member district's classroom.

**ARTICLES OF JOINT AGREEMENT OF THE
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ARTICLE II – ORGANIZATION AND OPERATION

Section 1: Governing Board of Directors. A Governing Board of Directors shall be established, such Board to consist of one (1) Board of Education member from each participating district. The Superintendent or designee from each member district may attend and participate in meetings as non-voting members.

A. The Governing Board of Directors shall hold a meeting during August of each year

to:

1. Act upon any proposed amendments to the Articles of Joint Agreement,
2. Approve the annual budget,
3. Act upon other action items submitted by the Executive Board or the Director of Special Education of SEDOM,
4. Receive reports.

B. The Governing Board of Directors shall hold a meeting during the third or fourth quarter of the school year to:

1. Act upon any proposed amendments to the Articles of Joint Agreement,
2. Approve the appointment of the Executive Board members,
3. Act upon other action items submitted by the Executive Board or the Director of Special Education of SEDOM,
4. Receive program and other reports.

C. Governing Board of Directors Quorum and Voting Procedures:

1. Each member district shall have one vote.
2. A quorum shall consist of most of the member districts present and voting.
3. Action items shall be passed by a majority vote when the existence of a quorum has been established.

D. The President of the Executive Board shall call and preside at meetings of the Governing Board of Directors. The call for the meeting shall provide sufficient time for member districts to have an opportunity to be represented. Special meetings can be called when determined necessary by the Executive Board, the Director of Special Education or by any group of five (5) member districts.

Section 2: Executive Board of Directors. From the members of the SEDOM Governing Board of Directors, from the members of the participating district boards of education, or from the Superintendents of Schools of the member districts, there shall be chosen an Executive Board consisting of seven (7) members, at least two (2) of these from high school or unit districts, at least two (2) of these from elementary school districts, and at least one (1) board of education member. The Executive Board members shall serve a four (4) year term implemented as follows. The appointment of Executive Board members shall take place at the meeting of the Governing Board of Directors held during the third or fourth quarter of the school year, and those appointed shall take office at the first regular meeting of the Executive Board after July 1st. The Executive Board members shall serve a four (4) year term implemented as follows:

The four (4) current Executive Board member terms scheduled to expire in 2021 and 2022 will expire effective as of the first regular meeting of the Executive Board after July 1, 2021. At that meeting the newly appointed Executive Board members shall take office, commencing their four (4) year terms.

The three (3) current Executive Board member terms scheduled to expire in 2023 will expire effective as of the first regular meeting of the Executive Board after July 1, 2023. At that meeting, the newly appointed Executive Board members shall take office, commencing their four (4) year terms.

When a vacancy occurs on the Executive Board the remaining members shall fill the vacancy by appointment until the next regular appointment of Executive Board Members, at which the Governing Board of Directors will appoint a person to fill the unexpired term.

- A. Not later than thirty (30) days prior to the Governing Board of Directors meeting held during the third or fourth quarter of the school year the President of the Executive Board shall appoint a committee of two members of the Governing Board of Directors not serving on the Executive Board to submit a list of candidates to fill expiring terms on the Executive Board. This list will be submitted to the member districts thirty days prior to the third or fourth quarter meeting of the Governing Board of Directors. Approval of the proposed list of candidates will take place by action of the Governing Board of Directors.
- B. Following the installation of the new members at the first regularly scheduled meeting of the Executive Board in July, a President, Vice President, Treasurer and Secretary shall be elected by the Executive Board members.
- C. A quorum of the Executive Board shall consist of four (4) members of the Executive Board. Each member shall have one (1) vote on all matters submitted for approval for the Executive Board.
- D. An affirmative vote of a majority of the Executive Board Members present at a duly called

and constituted meeting shall be required for the adoption of any proposition except as may otherwise be required by statute.

E. The Executive Board policymaking and budgeting process shall be as follows:

1. The Executive Board will have prepared and submitted to the member districts a preliminary annual budget at least two weeks prior to the August Governing Board of Directors meeting.
2. Policies for the operation of SEDOM shall be developed and approved by the Executive Board.
3. The Executive Board may enter into agreements with any community and/or state agency deemed appropriately beneficial to the children affected by this agreement. This shall be done in accordance with the School Code of Illinois.

Section 3: The Executive Board shall provide for the total operation of SEDOM and all programs, including all SEDOM staff, school facilities, transportation, equipment, and materials.

Section 4: Administration. The Director of Special Education of SEDOM shall be recommended by the Executive Board and employed by SEDOM. The Director of Special Education is the chief executive officer of the Governing Board of Directors and the Executive Board for the administration of the specialized education functions of SEDOM.

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ARTICLE III – PROGRAM

Section 1: Physical Facilities. Each member district shall commit, if space is available, to provide a minimum of one classroom for special education programs. Each member district that does provide a room or rooms shall be reimbursed for the room and pupil expenses established annually by the Executive Board.

Section 2: Programs and Services.

SEDOM will respond to programming gaps identified annually and make available programs and services identified by member districts via an annual needs assessment process as determined by the Executive Board/Governing Board. Such programs and services are to be provided when the needs of a student cannot be met by the Member District. SEDOM programs and services include instructional, consultative, supervisory, administrative, diagnostic, transportation, related services, and other such services that are operated and managed by SEDOM as determined by the Executive/Governing Board.

- A. Classroom Instruction:** SEDOM may establish special education classes designed to provide instructional services to meet the needs of Member District students with disabilities as determined by the Executive Board/Governing Board.
- B. Related Services:** SEDOM 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 Executive Board/Governing Board.
- C. Itinerant Services:** SEDOM may provide itinerant services (vision, hearing, adapted physical education) when appropriate to meet the needs of students with disabilities as determined by the Executive/Governing Board.
- D. Diagnostic Services:** SEDOM may provide specialized evaluation and assessment services such as audiology, low vision, seating, and mobility and difficult to test clinics, when appropriate to meet the needs of students with disabilities as determined by the Executive/Governing Board.
- E. Technical Assistance and Staff Development:** SEDOM 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.

Section 3: Employment of Staff. All staff under the direction and control of SEDOM shall be employed by SEDOM and shall be on the SEDOM salary schedule as established by the Executive Board and ratified by the Governing Board of Directors. All staff so employed shall be qualified and/or licensed as required in Illinois.

ARTICLES OF JOINT AGREEMENT OF THE SPECIAL EDUCATION DISTRICT OF MCHENRY COUNTY

ARTICLE IV – FINANCE

The fiscal year of SEDOM will be the same as that of its member district, July 1 to June 30.

Section 1: Membership Fee

Cooperative administrative and facility (if applicable) costs will be shared by all member districts.

Costs for program facilities will be included in program costs to be shared by the users of the program. Costs that may be incurred with any lease and/or sale of Cooperative assets that are not used by programs will be shared by all member districts. (Prior to any assessment for facilities any available Operations and Maintenance Fund balance may be used based upon the approval of the Executive Board)

Formula for Membership Fee / Allocation to Member Districts:

For each school year, the Governing Board shall establish an Administrative Assessment that will be allocated to the member districts. The annual Administrative Assessment will include the cost of the Director of Special Education and associated costs, clerical and business office functions and Board Services.

Annually, the Governing Board shall first tentatively allocate the gross Administrative Assessment to the member districts in equal amounts. However, no member district will be required to pay an Administrative Assessment to SEDOM that exceeds its Administrative Assessment for Fiscal Year 2015. Accordingly, once a member districts tentatively allocated. Administrative Assessment reaches or exceeds the amount of its Fiscal Year 2015 Assessment, the member district shall be relieved from payment of any excess and such excess will be allocated, in equal amounts, to the member districts whose Administrative Assessment for the subject fiscal year does not exceed its Fiscal Year 2015 Administrative Assessment.

- c. Each year the membership fee for SEDOM will be approved by a majority of the member districts present at the August Governing Board of Directors' Meeting.

Billing for membership fees will be in accordance with the billing procedures included within this Article as Section 10.

Section 2: Tuition Costs.

- a. A program tuition cost shall be calculated annually and communicated so that member districts can budget for the placement of students in SEDOM operated programs. The program tuition formula shall take into account:
 - Gross costs of SEDOM's programs including but not limited to supplies and equipment, salaries and fringe benefits, and costs of program housing.
 - Offsetting revenue from state reimbursements, and other sources.
- b. On or before February 1st of each school year each member district will be asked to estimate, in writing, its participation/needs in SEDOM special education programs and services for the next school year.
- c. The SEDOM administration is charged with the responsibility of assuring that all reimbursements from state and federal sources for students enrolled in SEDOM operated programs are actively sought, whether those costs are generated at SEDOM or at the local district level.
- d. Program costs may, if necessary, be adjusted as the year progresses to reflect actual expenses, income, and enrollment. A presentation will be made to the Executive Board Finance Committee prior to any adjustment. The Executive Board will make final approval.

Section 3: Transportation Costs.

Transportation costs shall be determined annually by the estimated total cost divided by the estimated number of students to be transported.

Rates shall be for the following categories:

- Regular Transportation – To/From School – to schools within McHenry County (daily rate)
- Out of Area Transportation – To/From School outside of McHenry County (hourly, plus mileage)
- Job site or other community-based instruction activities (hourly, plus mileage)

Section 4: Supportive Services Costs

- a. Supportive services charges shall take into account:
 - Gross average costs of employees by department including salary, supervision, in-service, travel, supplies and fringe benefits.
 1. Determination of net cost reflecting amount of current state reimbursement anticipated.
 2. The amount of service provided to each member district.

Section 5: One to One: Specific Member District Costs:

- a. All costs for individual one to one teacher assistants, one to one teacher, one to one nurse, and other one to one specific personnel required by the individual education plan (I.E.P.) of an individual child will be billed to that specific member district, net any reimbursement.

Section 6: IDEA Federal Flow-Through Funds

Individuals with Disabilities Education Act, Part B: Flow Through and Preschool Grant: SEDOM shall retain zero (0) % of the annual IDEA Part B Flow Through and Preschool allocation to the collective member districts. The use of any carryover amount maintained by SEDOM will be as agreed by the member districts through the budget approval process to offset the cost to member districts of SEDOM operations.

Section 7: Annual Audit

The Executive Board shall employ the services of a certified public accountant to conduct an audit of the SEDOM accounts at the close of each fiscal year. The Executive Board shall make copies of the completed audit available to member districts upon request.

Section 8: Lease or Sale of Classrooms

Classroom space may be leased from member districts by SEDOM or from SEDOM by member districts using a reciprocal lease formula which reflects the anticipated repair and maintenance costs for that fiscal year.

The “Limited Joint Building Use Agreement” governs the sale of SEDOM-owned classrooms to member districts or other potential buyers. Use of funds generated by the sale of SEDOM-owned classrooms will be as agreed to by the member districts through the budget approval process.

Section 9: Other Costs

Other costs will be billed as necessary at a minimum quarterly.

Section 10: Billing

Billing for Cooperative Fees (Membership, Tuition, Transportation, Related Services, One to One, Other) will be provided on and payable quarterly. The schedule for billing is as follows: July 1st Payable before August 30th

October 1st Payable before November 30th

January 1st Payable before February 28th

April 1st Payable before May 31st

Any “bills” referred to above, not received within the period stated above may be subject to the following:

1. A one-time fee consisting of the balance due times the prime interest on that date. Fee will be payable immediately.
2. If not paid in sixty (60) days of due date, each month thereafter the member district may be billed for the remaining balance plus interest accrued at the prime interest rate on that date.

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ARTICLE V – REDUCTION IN FORCE OF TENURED PERSONNEL

The SEDOM Administration, Executive and Governing Boards, and SEDOM member districts shall implement the provisions of Sections 5/14-9.01 and 5/24-11 of the *Illinois School Code* regarding the employment and tenure rights of teachers employed for SEDOM programs.

The Executive Board is authorized to adopt procedures that will assist SEDOM and SEDOM member districts with the implementation of Sections 5/14-9.01 and 5/24-11 of the *Illinois School Code* specific to teachers hired prior to September 23, 1987. The SEDOM Director of Special Education shall provide such procedures, as may be amended from time to time by the Executive Board, to member districts by January 15 of each school year. A member district which fails to comply with such procedures will be deemed in breach of its obligations under these Articles of Joint Agreement.

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ARTICLE VI – TRANSPORTATION

1. The purpose of the SEDOM transportation service is to safely transport each student to his/her program within a reasonable time limit and to provide for a full scheduled academic day, upon the request of a member district

2. Costs for these transportation services shall be billed according to the terms of Article IV, Section 3 of these Articles of Joint Agreement.

ARTICLES OF JOINT AGREEMENT OF THE SPECIAL EDUCATION DISTRICT OF MCHENRY COUNTY

ARTICLE VII – ACQUISITION, CONSTRUCTION, MAINTENANCE AND FINANCING OF FACILITIES

Proposed acquisition and construction of facilities to house SEDOM programs shall be recommended by the Executive Board to the Governing Board of Directors. Such recommendations shall include methods for funding acquisition and construction costs and long-term upkeep costs for those facilities. All facilities so constructed shall be the property of the Governing Board of Directors for the joint use of the member districts. Each member district and SEDOM shall maintain an account showing the amounts paid to SEDOM for the purpose of facility acquisition and construction.

As provided in Section 5/10-22.31(f) of the *Illinois School Code*, the Governing Board may, in its discretion and as may be otherwise permitted by law, by resolution incur indebtedness, issue bonds or notes, or otherwise secure funds necessary to acquire, construct, alter, repair, enlarge and equip buildings or portions thereof, together with land or interest therein, as may be necessary to provide special educational facilities and services, including facilities for activities of administration and educational support personnel employees. Each member district shall be automatically liable for its proportionate share of the principal amount of the bonds, notes, or debt certificates, plus interest accruing thereon as set forth in said Section 5/10-22.31(f). However, before the approval of a resolution authorizing the issuance of bonds, notes or debt certificates, the Governing Board may establish an alternative method for calculating and allocating the member districts' proportionate shares of the principal amount of the bonds, notes, or debt certificates, plus interest accruing thereon. In such event, the member districts shall each contribute its proportionate share towards the retirement of the bonds, notes and debt certificates as determined by the Governing Board. In no event, however, shall such alternative allocation method alter each member district's payment obligation relative to the bondholders or noteholders as set forth in said Section 5/10-22.31(f).

As provided by law, in the case of default in payment by any member district, each member district shall automatically be jointly and severally liable for the amount of any deficiency.

A member district's obligation for its proportionate share of bonds, notes, or debt certificates, shall be irrevocable notwithstanding the member district's withdrawal from SEDOM.

ARTICLES OF JOINT AGREEMENT OF THE SPECIAL EDUCATION DISTRICT OF MCHENRY COUNTY

ARTICLE VIII – WITHDRAWAL / DISSOLUTION / INVOLUNTARY WITHDRAWAL

Section 1 – Voluntary Withdrawal

A. In General. Procedures for the withdrawal of a member board of education from the Joint Agreement will be in accordance with the *Illinois School Code* (See Sections 5/10-22.31 and 5/7-6) and consistent with the requirements and rules adopted by the Illinois State Board of Education.

B. Procedures.

1. Initiation of Withdrawal Process. A member board that seeks to withdraw from the Joint Agreement shall adopt a written resolution approving its withdrawal. Such written resolution shall state the proposed effective date of the withdrawal, the specific reason(s) for withdrawal, the benefits of withdrawal to the withdrawing board and its students, and the projected financial and educational impact of the proposed withdrawal upon the Joint Agreement and the remaining member districts and their students. Within thirty (30) days after adopting the written resolution, and no later than eighteen (18) months prior to the proposed effective date of withdrawal, a member board seeking withdrawal shall present such written resolution and a petition to withdraw to the SEDOM Executive Board President, the Joint Agreement Superintendent, and the Superintendents of Schools for the remaining member districts by certified mail, return receipt requested, or personal delivery with receipt.

2. Member Boards Concur. If all SEDOM member boards adopt written concurring resolutions agreeing to the proposed withdrawal, the withdrawing member board need not file a petition with the regional board of school trustees, or the applicable board(s) of school trustees or boards of education of the member districts, as may be applicable, seeking approval of the proposed withdrawal. Withdrawal will be effective on July 1 of the school year as proposed by the withdrawing member district in accordance with these Articles of Joint Agreement following the approval of a written concurring resolution by all the member boards. If all the member boards adopt concurring resolutions, the withdrawing member board shall provide written notice of the approved withdrawal to the Illinois State Board of Education.

3. Member Boards Do Not Concur. If the Joint Agreement member boards do not adopt written concurring resolutions agreeing to the proposed withdrawal within one (1) year following the adoption of its written resolution approving withdrawal, the member board seeking withdrawal must file its petition with the regional board of school trustees, the board(s) of school trustees or the boards of education for those districts that fall under the oversight of the abolished regional board, as may be applicable, seeking approval of the proposed withdrawal. Such petition shall be filed no later than fourteen (14) months following the member board's adoption of its written resolution approving withdrawal. If approved, withdrawal shall be effective on July 1 after approval of the withdrawal becomes final, or as may be otherwise provided under the *Illinois School Code*. If the member board seeking withdrawal fails to file its petition with the regional board of school trustees, board(s) of school trustees or boards of education, as may be applicable, within fourteen (14) months following adoption of its written resolution approving withdrawal, the member board seeking withdrawal shall reinitiate the withdrawal process under subsection B.1 above.

4. Disposition of Assets and Liabilities. Except as may be otherwise provided in these Articles of Joint Agreement, and as a condition of withdrawal, a member board seeking withdrawal shall be deemed to irrevocably waive any interest in the assets of SEDOM, including but not limited to real property, buildings, equipment and materials, and funds, provided, however, that SEDOM shall return to the withdrawing member board any unspent Federal IDEA Part B Funds generated by students in the withdrawing member district (i.e., "carryover"). The member board seeking withdrawal shall remain liable for its share of any SEDOM liabilities that arose or accrued before the effective date of withdrawal. Such liabilities shall include, but not be limited to notes, bonds, and debt certificates; retirement incentives and other costs related to staff retirements, including employer contributions or other payments to the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund; and the contractual continued service of certificated staff employed for joint agreement programs as determined pursuant to Sections 14-9.01, 24-11 and 24-12 of the *Illinois School Code*. Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member board's share of SEDOM liabilities shall be determined based on the withdrawing member board's district enrollment as a percentage of the total current enrollment of all member districts as identified in the last fall public school housing report for each member district prior to the effective date of withdrawal.

Section 2 – Dissolution

SEDOM may be dissolved by the approval of a written resolution by all the member boards of education. For dissolution to take effect, all such resolutions must be adopted within a twelve-month period. Dissolution will be effective on July 1 following the approval of a written resolution by all the member boards, or on such other July 1 as all of the member boards' resolutions authorize. In the event of dissolution, SEDOM's assets will be liquidated and the net proceeds thereof, after satisfaction of liabilities, distributed to the boards of education that were members of SEDOM on the date when the last member board approved the written resolution for dissolution. SEDOM shall return to each of the current member boards any unspent Federal IDEA Part B Funds generated by students in the school district (i.e., "carryover"). The remaining distribution to each member board shall be based on its district enrollment as a percentage of the total current enrollment of all member districts as identified in the last fall public school housing report for each member district prior to the effective date of dissolution.

Section 3 – Involuntary Withdrawal

Where a member board fails to comply with the terms or conditions of these Articles of Joint Agreement, fails to meet the financial obligations established by these Articles of Joint Agreement or by the Board of Directors, or fails to follow the policies or procedures of SEDOM, the SEDOM Board of Directors may expel such member board from SEDOM. Expulsion shall be effective on July 1 following approval of the expulsion by two-thirds of the members of SEDOM Board of Directors. A member board that is expelled from SEDOM shall be deemed to irrevocably waive any interest in the assets of SEDOM, including but not limited to real property, buildings, equipment and materials, and funds, provided, however, that SEDOM shall return to the withdrawing member board any unspent Federal IDEA Part B Funds generated by students in the withdrawing member district (i.e., "carryover"). Such member board shall remain liable for its share of any CASE liabilities that arose or accrued before effective date of expulsion as determined under subsection a.2.(d) above in the case of a member board's withdrawal. SEDOM shall provide written notice of the proposed expulsion, and the reason(s) therefor, to a member board not less than thirty (30) days before the proposed expulsion is presented to the SEDOM Board of Directors for approval. Within fifteen (15) days of its receipt of written notice of the proposed expulsion, the member board may submit a written request to the SEDOM Executive Director to address SEDOM Board of Directors prior to consideration of the proposed expulsion.

ARTICLES OF JOINT AGREEMENT OF THE SPECIAL EDUCATION DISTRICT OF MCHENRY COUNTY

ARTICLE IX – AMENDMENT OF THESE ARTICLES

To amend the SEDOM Articles of Joint Agreement a proposed amendment shall be presented by the Executive Board to the Governing Board of Directors. Proposed amendments shall be submitted to the member districts with the agenda at least four (4) weeks prior to the meeting of the Governing Board of Directors. An amendment will become effective and binding upon all member districts when a two-thirds majority vote of the districts present and voting on the amendment approve the amendment.

Any member district representative can propose an amendment to these Articles to the Executive Board. The Executive Board shall consider the proposed amendment and determine whether to present the amendment to the Governing Board of Directors. If the Executive Board declines to present the proposed amendment to the Governing Board of Directors, the member district representative can submit the amendment in writing, along with a written statement of the intent of the proposed amendment, to the Executive Secretary of the Governing Board of Directors at least sixty days prior to the Governing Board of Directors' next regularly scheduled meeting. The amendment will become effective and binding upon all member districts when a two-thirds majority vote of the districts present and voting on the amendment approve the amendment.

ARTICLE X – MISCELLANEOUS

Section 1 - Professional Worker* Teaching Schedule

Any full-time professional worker employed by the Joint Agreement 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 professional workers in that member district.

*Note: Per guidance from ISBE dated February 19, 2010, “the term “professional workers” in Section 10-22.31 should be read as “qualified worker”, in accordance with Section 14-1.10”