

OPERATING AGREEMENT OF THE
FRANKLIN AND JEFFERSON COUNTIES
SPECIAL EDUCATION DISTRICT NO. 801

January 20, 2026

FRANKLIN AND JEFFERSON COUNTIES, ILLINOIS
OPERATING AGREEMENT OF THE FRANKLIN AND JEFFERSON COUNTIES
SPECIAL EDUCATION DISTRICT NO. 801

FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements hereinafter contained, the several school districts who become parties to this agreement hereby mutually promise, covenant, and agree to the following stipulations and conditions:

PURPOSE

The purpose of the Franklin and Jefferson Counties Special Education District No. 801 shall be to provide an administrative structure to plan, coordinate, and implement special educational related resource, and instructional services for all member public school district students who require such assistance.

ARTICLE I- TERMS OF AGREEMENT

- 1.1 This amended Operating Agreement shall become effective upon ratification by at least two-thirds of the member districts on or before January 20, 2026.
- 1.2 This agreement shall remain in full force and effect during each successive fiscal year. In the event a Member District wishes to withdraw from the Joint Agreement, such withdrawal must be in accordance with the Illinois School Code, 105 ILCS 5/10-22.31.
- 1.3 Under the provisions of Section 10-22.31, of the School Code of Illinois, the parties hereto agree that they shall conduct a special education program for children with disabilities, for the benefit of the students of all parties, to be known as the Franklin and Jefferson Counties Special Education District No. 801.
- 1.4 This Special Education District shall work closely with the Illinois State Board of Education and shall comply with all the applicable rules and regulations of that office and shall cause such program to be designed to meet all the requirements of Article 14 of the School Code of Illinois and all applicable federal laws and regulations.
- 1.5 In the event that any section or part of any section of this Agreement violates such applicable statute or rules and regulations, only such section or part thereof shall be of no force and effect, the remaining Articles and provisions shall remain in full force and effect.
- 1.6 All meetings held under the provisions of this Agreement shall be conducted in compliance with the Open Meetings Act of Illinois and shall be governed in their action by Robert's Rules of Order.

- 1.7 The Member Districts of the Franklin and Jefferson Counties Special Education District No. 801 shall indemnify and protect school districts and members of school boards in relation to their positions as Governing Board or Executive Board members, and shall indemnify and protect all employees and volunteer personnel authorized under the Illinois School Code and the Tort Immunity Act against civil rights damage claims and suits, constitutional rights damage claims and suits and death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Governing Board, as provided by the Illinois School Code and the Tort Immunity Act. The cost of such judgments shall be paid through a special assessment upon the most recent September 30th enrollment of all Member Districts. Said assessments may be charged to the Member Districts' tort immunity funds.

ARTICLE II- DEFINITION OF TERMS

Governing Board: The Governing Board shall be composed of one school board member from each Member District. This Board shall meet two or more times during the year to consider business and to act upon recommendations from the Executive Board. Pursuant to Section 10-22.31 of the School Code of Illinois, the Governing Board shall serve as the legal agent for this special education district.

Executive Board: The Executive Board shall be composed of Superintendents of Operating Districts. This Board shall meet monthly to transact business as defined by the scope of this Agreement and to make recommendations to the Governing Board.

Member District: Member Districts are all those public school districts that are a party to this Operating Agreement.

Operating District: An Operating District is a Member District that operates a minimum of one full time special education instructional or resource program. The employment of related personnel shall be excluded from the determination of Operating District status.

Fiscal Year: As used in this Agreement, the term "fiscal year" shall be twelve consecutive monthly periods commencing on July 1 of one calendar year and terminating on June 30 of the next calendar year.

ARTICLE III- MEMBER DISTRICTS

- 3.1 Each School District which is a party hereto shall be known, and is hereinafter referred to as a "Member District."
- 3.2 Any School District not presently a member of this Operating Agreement as listed in Section 3.3 may, upon submission of a proper resolution by the Board of

Education, apply for membership in this Joint Agreement. Upon approval of a majority of all Member Districts of the organization, the application shall be considered adopted and membership shall take effect on July 1 of the following fiscal year. To be eligible for membership, a School District shall not be a part of, or shall have successfully detached from, any other special education joint agreement district. Such a district making application for membership shall present evidence of the existence of no fiscal or legal obligations pursuant to Section 10-22.31 of the School Code of Illinois.

- 3.3 The following public School Districts of Franklin and Jefferson Counties are members of said Operating Agreement:

Akin Community Consolidated School District #91
Benton Community Consolidated School District #47
Benton Consolidated High School #103
Bethel School District #82
Bluford Unit School District #318
Christopher Unit School District #99
Ewing-Northern Community Consolidated School District #115
Farrington Community Consolidated School District #99
Field Community Consolidated School District #3
Grand Prairie Community Consolidated School District #6
McClellan Community Consolidated School District #12
Mt. Vernon School District #80
Mt. Vernon Township High School District #201
Opdyke-Belle Rive Community Consolidated School District #5
Rome Community Consolidated School District #2
Sesser-Valier Community Unit School District #196
Spring Garden Community Consolidated School District #178
Summersville School District #79
Thompsonville Community Unit School District #174
Waltonville Community Unit School District #1
Woodlawn Unit School District #209
Zeigler-Royalton Community Unit School District #188

- 3.4. In the event two (2) or more of the Member Districts listed in Section 3.3 form one (1) district, as a result of consolidation, annexation or other form of reorganization, the new or resulting district shall become a member of this Joint Agreement without further action of the Board of Education. In the event one or more of the Member Districts listed in Section 3.3 combine with one or more public school districts which are not Member Districts by consolidation, annexation or other form of reorganization, the new or resulting district may become a member of the Joint Agreement pursuant to Section 3.2.

3.5 Effective January 1, 2026, in the event that a Member District seeks withdrawal from Franklin and Jefferson Counties Special Education District No. 801, the following procedure shall be used:

a) Notice: A member district wishing to voluntarily withdraw from Franklin and Jefferson Counties Special Education District No. 801 must hold a public hearing on the Member District's intent to withdraw at least eighteen (18) months before the proposed withdrawal date. The Member District must provide written notice of its intent to file a petition to withdraw and details of the public hearing to the other Member Districts no less than ten (10) days before the public hearing.

b) A Member District that intends to withdraw must adopt a comprehensive plan in accordance with 105 ILCS 5/10-22.31(g-5). This plan must be submitted to the Member District's Regional Office of Education and should be accompanied by evidence of the public hearing and a copy of the approved resolution to withdraw. The Regional Superintendent of Schools shall notify the State Board of Education and other Member Districts of his or her approval of the Member District's withdrawal upon certification that the following criteria are met:

- 1) Notice of withdrawal was provided to all Member Districts;
- 2) A public hearing was held by the withdrawing Member District's school board;
- 3) A resolution has been passed by the withdrawing Member District's school board; and
- 4) A comprehensive plan for the withdrawing Member District that complies with 105 ILCS 5/10-22.31(g-5).

If any of the criteria have not been satisfied, the Regional Superintendent of Schools shall notify the withdrawing Member District of the outstanding criteria to be satisfied and the process for resubmission of the withdrawal plan.

c) A school district that meets all of the requirements to withdrawal pursuant to 105 ILCS 5/10-22.31 shall be withdrawn on the date that the school district specifies in both the notice sent to other school districts pursuant to the Joint Agreement and the resolution passed by the board as long as the notice was given at least eighteen (18) months before.

e) In the event withdrawal from Franklin and Jefferson Counties Special Education District No. 801 is granted by the procedures set forth herein in paragraphs 3.5(c) or 3.5(d), the withdrawing Member Districts share of the assets of Franklin and Jefferson Counties Special Education District No. 801 shall be forfeited to Franklin and Jefferson Counties Special Education District No. 801, with the sole exception of any unspent Federal IDEA Part B Funds generated by students in the withdrawing Member District. The former Member District shall be entitled to no interest of any nature in the assets of Franklin and Jefferson

Counties Special Education District No. 801, nor reimbursement therefore, but shall continue to be liable for all its obligations whether due on the date of withdrawal or accruing thereafter. Furthermore, the former Member District shall maintain its obligation to pay its proportionate share of the principal and interest on any bonds and notes as required by 105 ILCS 5/10-22.31 within twelve months after any voluntary withdrawal, notwithstanding the district's withdrawal from membership. Any unspent Federal IDEA Part B Funds generated by students of the withdrawing Member District shall be returned to that Member District upon withdrawal.

- 3.6 Dissolution: Dissolution of Franklin and Jefferson Counties Special Education District No. 801 shall terminate its existence. Voluntary dissolution shall occur through the same procedures and timelines as Withdrawal, except that should Dissolution not be approved by the Board of Education of each Member District, no referral to the Regional Board of School Trustees shall occur. Upon Dissolution, Franklin and Jefferson Counties Special Education District No. 801 shall not thereafter carry on any business, except that necessary to conclude and wind up its affairs, including:
1. Collecting its assets
 2. Liquidating and/or disposing of its assets.
 3. Discharging or making provision for discharging its liabilities.
 4. Distributing its remaining assets on a pro-rata basis among the Member Districts based upon any formula developed and adopted by the Governing Board, and applicable state statutes and regulations. In the absence of a formula developed and adopted by the Governing Board, assets shall be divided pro-rata among the Member Districts in the same ratio that total student enrollment of all member districts bears to the student enrollment of each member district. Total Student Enrollment shall be the December enrollment of the school year prior to the effective date of dissolution. Of the assets to be distributed, any unspent Federal IDEA Part B Funds generated by students of a specific Member District shall be returned to that Member District specifically and not distributed on a pro-rata basis.
 5. Causing the honorable dismissal, or otherwise terminating or transferring the employment of Franklin and Jefferson Counties Special Education District No. 801 employees.
 6. Any other act necessary to wind-up and liquidate its business and affairs.

ARTICLE IV- EXECUTIVE BOARD

- 4.1 The Superintendent of each Member District that operates the minimum of one full time special education instructional or resource program shall be entitled to membership on the Executive Board. Executive Board members may designate alternative members in a manner that is defined in the policy statement. The Executive Board shall have a minimum of seven (7) members.
- 4.2 The Executive Board shall meet on a monthly basis or at other times as deemed necessary to conduct the business of the Special Education District consistent with directions from the Governing Board.
- 4.3 Special meetings of the Executive Board may be called by the Chairman of the Executive Board or three (3) members of the Executive Board. A special meeting notice, including signatures of those members who petitioned for said meeting, shall be delivered by U.S. Mail to all members of the Executive Board. Said notice shall be post-marked at least three (3) calendar days prior to the date of the meeting. The notice shall include the date, time, location, and agenda of the meeting. Only those items specified on the agenda shall be considered at a special meeting.
- 4.4 Except as otherwise specified in this document, a quorum of the Executive Board shall be considered a majority of the members of the board.
- 4.5 Each member as defined in Section 4.1 of this document shall be entitled to one (1) vote on the Executive Board. Such votes may be cast by properly designated alternate members.
- 4.6 Except as herein otherwise specifically provided, no action shall be taken by the Executive Board unless such action shall have received the affirmative vote of a majority of the members present at the applicable meeting of the Executive Board.
- 4.7 The Executive Board shall from time to time establish procedures for the proper operation of the Special Education District. Said procedures shall not be in violation of state and federal laws or regulations and shall not be contrary to the specific provisions of this Agreement.
- 4.8 At the regular meeting in June of each year, the Executive Board shall elect from its membership the following officers: Chairman, Vice-Chairman, and Secretary. The term for such officers shall be one year. Alternate members shall not be entitled to hold office on the Executive Board.
- 4.9 No officer or member of the Executive Board shall receive compensation for service in relation to the Board responsibility. However, upon approval of the Executive Board and upon submission of an itemized statement, any member of

the Executive Board may be reimbursed for expenditures resulting from the performance of duties in connection with the Special Education District. Such reimbursement of expenditures shall not exceed the limits established in the annual budget.

- 4.10 The Executive Board shall have the authority to issue emergency assessments upon members Districts in order to correct short term cash-flow problems.
- 4.11 The duties of the Executive Board shall include but not be limited to the following:
 - a. The Executive Board shall consider and recommend the annual budget to the Governing Board.
 - b. The Executive Board shall approve the payment of the monthly bills that are within the limitations of the annual budget and consistent with the directions of the Governing Board.
 - c. When necessary, the Executive Board shall consider and recommend an amended budget to the Governing Board.
 - d. The Executive Board shall consider and recommend to the Governing Board the approval of job descriptions and salaries for all central office employees and the Director of Special Education of the Special Education District.
 - e. The Executive Board shall consider and make recommendations to the Governing Board concerning the employment or discharge of all Special Education District personnel.
 - f. The Executive Board shall approve the minutes of its meetings.
 - g. The Executive Board shall consider the Director's recommendations and shall recommend to the Governing Board the employment of personnel who are filling job vacancies.
 - h. The Executive Board shall recommend to the Governing Board the continuation, alteration and continuation, or discontinuation of all contractual services that are within the limits of the budget.

ARTICLE V- GOVERNING BOARD

- 5.1 One member of the Board of Education of each Member District shall serve as a member of the Governing Board. Immediately upon adoption of this agreement and at the organizational meeting, immediately following a school board election, each Board of Education of each Member District shall act to appoint one of its membership to serve as the designated member of the Governing Board. In the event a Board of Education fails to act to designate said member, the President of the Board of Education shall serve as the member of the Governing Board until such time as the Board of Education acts upon the appointment.

At the organizational meeting, immediately following a school board election or at other times when vacancies may occur, the Board of Education of each

Member District may designate others of its membership or its District Superintendent to serve as proxy voters at meetings of the Governing Board. Such proxy votes may act on the Member Districts' behalf only during the absence of the designated member. Proxy voters must identify themselves during the roll call of each meeting of the Governing Board. The proxy shall designate the person who shall cast the proxy vote and how such vote shall be cast. Such proxy votes shall only be exercised on matters specified in the agenda for the meeting of the Governing Board provided to the member prior to the submission of the proxy. No proxy shall be valid after the date of the meeting for which it was given.

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

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

- 5.2 The Governing Board shall meet a minimum of two times each year and at other times as deemed necessary for the proper operation of the Special Education District.
- 5.3 Special meetings of the Governing Board may be called by the Chairman of the Governing Board, by the Chairman of the Executive Board, or by three (3) members of the Governing Board. A special meeting notice, including signatures of those members who petitioned for said meeting, shall be delivered by U.S. Mail to the Superintendents of all Member Districts. Said notice shall be post-marked at least three (3) calendar days prior to the date of the meeting. The notice shall include the date, time, location, and agenda of the meeting. Only those items specified on the agenda shall be considered at a special meeting.
- 5.4 A quorum of the Governing Board shall be considered a majority of the members of the board.
- 5.5 Each member District shall be entitled to one (1) vote respectively on the Governing Board. Such votes may be cast by properly designated members or proxy voters as designated in Section 5.1 of this Agreement.
- 5.6 Except as herein otherwise specifically provided, no action shall be taken by the Governing Board unless such action shall have received the affirmative vote of a majority of the members present at the applicable meeting of the Governing Board.

- 5.7 The Governing Board shall from time to time establish policies for the proper operation of the Special Education District. Said policies shall not be in violation of state and federal laws or regulations or shall not be contrary to the specific provisions of this Agreement.
- 5.8 At the regular summer meeting of each year, the Governing Board shall elect from its membership a Chairman, Vice-Chairman, and Secretary. Such officers shall serve a one (1) year term respectively. Proxy voters shall not be entitled to hold office on the Governing Board.
- 5.9 No officer or member of the Governing Board shall receive compensation for service in relation to the Board responsibilities. However, upon approval by the Governing Board and upon proper submission of an itemized statement, any member of the Governing Board may be reimbursed for mileage resulting from the performance of duties in connection with the Special Education District. Such reimbursement of expenditures shall not exceed the limits established in the annual budget.
- 5.10 The duties of the Governing Board shall include but not be limited to the following:
- a. The Governing Board shall adopt the annual budget.
 - b. The Governing Board shall adopt an amended budget when such becomes necessary.
 - c. The Governing Board shall approve job descriptions for all central office employees of the Special Education District.
 - d. The Governing Board shall consider and act upon the employment status of all central office personnel. Such action shall be pursuant to other sections of this Agreement and to appropriate laws as delineated in the School Code of Illinois.
 - e. The Governing Board shall approve the minutes of its meetings.
 - f. The Governing Board after considering recommendations from the Executive Board shall employ personnel as deemed necessary for the proper operation of a comprehensive special education program and shall establish salaries and fringe benefits for said personnel.
 - g. Through special funds and assessments, the Governing Board shall purchase, build, or rent office facilities to house the central office staff.

ARTICLE VI- LEGAL AGENT

- 6.1 Consistent with Section 10-22.31 of the School Code of Illinois, the Governing Board of the Franklin and Jefferson Counties Special Education District shall serve as the administrative and legal entity for the Special Education District.
- 6.2 Any and all legal costs, attorney fees, or other costs incurred by the Governing Board in connection with the proper operation of the Special Education District shall be deemed to be administrative costs and shall be paid by a special per

capita assessment on all Member Districts. Said special assessment shall be based on the most recent September 30th enrollment.

- 6.3 Based upon evaluations conducted by the Illinois State Board of Education, the Governing Board shall withhold, or cause to be withheld federal special educational funds from those Member Districts that are found to be in gross non-compliance with federal and state laws and regulations. Such action shall take place as a last resort when all other remedial attempts have failed or when the action of said districts jeopardizes funding of all other districts within the Special Education Joint Agreement.

ARTICLE VII- DIRECTOR OF SPECIAL EDUCATION

- 7.1 The Director of Special Education shall serve as the chief administrative officer of the Franklin and Jefferson Counties Special Education District. The Director must hold proper state certification/approval and shall serve as the State-Approved Director of Special Education for the Member Districts.
- 7.2 The Governing Board shall employ the Director of Special Education.
- 7.3 The Governing Board, from time to time, shall define the duties, responsibilities, and authority of the Director. The Governing Board shall provide the Director with a job description.
- 7.4 The Director may be employed on a one year or multiyear contract.
- 7.5 The Director shall be paid a salary as approved by the Governing Board. The salary and benefits to which the Director is entitled, together with the duties and responsibilities of the Director shall be set forth in a written employment contract between the Franklin and Jefferson Counties Special Education District Governing Board and the Director.
- 7.6 The termination of the employment of the Director of Special Education shall be in a manner consistent with the written employment contract and relevant state and federal laws.
- 7.7 The Director shall perform all duties as established by the Governing Board which shall be specified in the Director's job description.

ARTICLE VIII- PERSONNEL

- 8.1 Dismissal of certified personnel shall be effectuated consistently with the Illinois School Code and any applicable collective bargaining agreement.
- 8.2 Dismissal of noncertified personnel requires the adoption of a resolution of dismissal by a majority of Governing Board Members in attendance at a meeting of the Governing Board at which the dismissal resolution is considered, and as may be consistent with the Illinois School Code.
- 8.3 Any reduction in force for either certificated or noncertified employees shall be done in a manner consistent with applicable law, including the Illinois School Code, and with any collective bargaining agreement which may be in place.
- 8.4 Salaries of all employees hired by the Governing Board shall be set by the Governing Board and shall be incorporated in the annual budget.
- 8.5 The fringe benefits of all employees hired by the Governing Board shall be defined in the policies of the Special Education District.
- 8.6 Reductions in force of professional, certificated employees shall be done in a manner consistent with the School Code of Illinois.
- 8.7 Any full-time professional worker who is employed by a joint agreement program and spends over 50% of his or her time in one school district shall not be required to work a different teaching schedule than the other professional workers in that district.

ARTICLE IX- OPERATING DISTRICTS

- 9.1 Any Member District, upon the recommendation of the Director and the Executive Board and the approval of the Governing Board, may become an Operating District, and as such shall establish, maintain, and operate a special education class or classes.
- 9.2 Professional special education personnel who are employed by Operating Districts shall be paid on the salary schedule and receive those fringe benefits of the Operating District in which they are employed.
- 9.3 The Operating District shall purchase and provide all such furniture, fixtures, and necessary classroom equipment for the conduct of such class or classes. Charges shall be computed in accordance with the provisions of the School Code of Illinois and shall become a part of that district's special education tuition charge.

- 9.4 Each Operating District shall in writing and on or before the tenth day of each month, advise each Member District in respect to the attendance record of each pupil from such Member District during the preceding month.
- 9.5 Each Member District shall pay to the Operating District its pro rata share of the operating costs.
- 9.6 All Operating Districts shall determine final class costs (tuition charges) in accordance with the instructions and provisions of the operational billing as defined in Section 14-7.01 of the School Code of Illinois.

ARTICLE X- BUDGET

- 10.1 The Director shall prepare a budget for each fiscal year, which shall show the following items:
 - a. All estimated costs;
 - b. The estimated proration thereof among Member Districts to be determined in accordance with the provisions of Article III insofar as possible.
- 10.2 The budget shall be presented to the Executive Board which shall approve, or revise and approve, said budget. This meeting shall meet the requirements under 105 ILCS 5/10-22.31(j)(b) and include a presentation on the calculation of member and usage fees for all Member Districts. It shall then be recommended to the Governing Board which shall adopt, or revise and adopt, the budget. The budget shall be adopted by August 31 of the current fiscal year.
- 10.3 Within ten (10) days after the adoption, or revision and adoption, of such budget, the Secretary shall serve by U. S. Mail a copy thereof, as finally adopted by the Governing Board, upon the Secretary of the Board of Education of each Member District.
- 10.4 It is to be understood that after adoption of the budget for any fiscal year, the Executive Board may request amendment of the budget following the dictates of the School Code of Illinois.
- 10.5 Within ten (10) days after any such amendment in the budget, the Secretary shall serve by U.S. Mail a copy of the revised budget upon the Secretary of the Board of Education of each Member District.

ARTICLE XI- ADMINISTRATIVE COSTS

- 11.1 Each Member District shall pay to the Treasurer of the Special Education District its per capita share of the administrative costs defined and provided for in Articles 6, 7, and 8.
- 11.2 The annual per capita charge for the administrative costs of each Member District for each fiscal year shall be based on the September 30 enrollment of all students in each Member District. After considering recommendations by the Executive Board, the annual per capita charge shall be adopted as part of the budget by the Governing Board by August 31 of the present fiscal year.
- 11.3 During the fourth quarter of the current fiscal year, upon recommendation by the Director and approval by the Executive Board, the Director shall be authorized to bill each Member District an additional per capita charge as is deemed necessary to meet the financial responsibilities of Franklin and Jefferson Counties Special Education District.
- 11.4 Each Member district shall and hereby agree to pay the Treasurer of this Special Education District, its per capita share of the annual administrative costs for such fiscal year, all as shown in the budget adopted for such fiscal year by the Governing Board, for which said payments each Member District shall receive credit on account. The districts shall be billed on or before August 1 using the previous year's September 30 enrollment with an adjustment to be made on or about January 1 of the billing year. A Member District shall pay its full share during the first quarter of the fiscal year.

ARTICLE XII-OUT OF DISTRICT TUITION

- 12.1 A Non-Member District may participate in the programs available through the Operating Districts providing the sending district shall pay the receiving school district the regular tuition charge as determined by the provisions of the School Code of Illinois; and, the sending district shall pay the Franklin and Jefferson Counties Special Education District No. 801 the annual per capita assessment in effect at that time for each child sent to a program in the Cooperative.

ARTICLE XIII- AMENDMENTS

- 13.1 This agreement or any part hereof may be amended in the following manner:
 - a. Proposed amendments to these Articles may be submitted to the Executive Board at any time by the Director, a Member District Board, or a member of the Executive or Governing Board. The Executive Board shall forward the

proposed amendment to the Governing Board, along with its recommendations.

- b. Such proposed amendment shall be approved by adoption at a regular or special meeting of the Governing Board by the affirmative vote of at least 2/3 of all Member Districts present.
- c. Any proposed amendment approved by the Governing Board shall become effective on the date of approval or such subsequent effective date as is specified in the proposed amendment.

