

**ARTICLES OF AGREEMENT  
EISENHOWER COOPERATIVE  
2018**

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**ARTICLES OF JOINT AGREEMENT  
EISENHOWER COOPERATIVE**

ARTICLE I - GENERAL

Section 1. Name of Joint Agreement

This association shall be known as the Eisenhower Cooperative.

Section 2. Purpose

The purpose of the Eisenhower Cooperative shall be to plan and provide special education programs, services, and facilities for students with disabilities from member school districts.

The Eisenhower Cooperative shall also provide in-service training relative to special needs for personnel of the member districts.

Section 3. Mission

Eisenhower Cooperative shall:

- A. Provide opportunities for students to be educated within the framework of their individual similarities and differences including discovering and developing abilities which will enable them to contribute, compete and live as useful and successful citizens of society.
- B. Design special education programs to permit students to function within the framework of the regular classroom, with supplemental help, special materials, outside resources, itinerant and resource teachers as appropriate.
- C. Assist member districts with interdistrict arrangements in the planning, organization and operation of special education programs and services.
- D. Assist member districts in the placement and monitoring of students who need the services of, or who are receiving special education services from an intercooperative, regional low-incidence, private day or residential, or state operated program.
- E. Assist member districts individually and collectively in facilitating and/or maintaining full compliance with existing state and federal mandates.
- F. Prepare and submit state and federal special education programs and grants, as needed.

Section 4. Membership

Membership in the Eisenhower Cooperative shall be open to the following school districts located in Cook County, Illinois, all of which are members of the Cooperative as of the effective date of this Joint Agreement, As Amended and Restated:

Community High School District No. 218, and its underlying elementary districts:  
Atwood Heights School District No, 125  
Alsip/Hazeltree/Oak Lawn School District No. 126  
Worth School District No. 127  
Chicago Ridge School District No. 127.5  
Cook County School District No. 130  
Calumet Public Schools District No. 132  
Midlothian School District No. 143  
Posen-Robbins Elementary School District No. 143.5

## ARTICLE II - ORGANIZATION AND OPERATION

### Section 1. Advisory Board

The Advisory Board shall be comprised of the Superintendents and one Board of Education member of each of the member districts and shall meet on an annual basis to receive and respond to the Eisenhower Cooperative Annual Report, and to receive other additional information on activities of the Cooperative.

### Section 2. Executive Board

#### A. Composition and Meetings

The Executive Board of the Eisenhower Cooperative shall be comprised of the Superintendent or designated representative of each member district and shall hold regular meetings on a monthly basis, except that regular meetings are not required to be held in the months of July and December, All meetings of the Executive Board shall be conducted according to applicable law, including the Illinois Open Meetings Act.

#### B. Authority

The Executive Board shall serve as governing board of the Eisenhower Cooperative and shall have authority to approve all legal, personnel and financial matters related to the Cooperative, subject to the provisions of Articles V and VII below.

#### C. Officers

The members of the Executive Board shall annually, not later than the month of June of each year this Joint Agreement is in effect, elect a President and a Secretary, both of whom shall serve for a term of one year commencing on the July 1 following their

election, and until the election of their respective successors. The President and shall preside at all meetings of the Executive Board, and the Secretary shall perform all of the functions and duties customarily performed by a secretary of a board of education of an Illinois school district.

D. Bylaws

The Executive Board may adopt Bylaws addressing procedures and practices with respect to certain items including, but not necessarily limited to, fund balances, IDEA Grant allocations, Administrative Fee formula, and non-member district fees. The Executive Board may amend said Bylaws from time to time as determined necessary by the Executive Board. The Bylaws and any amendments thereto, must be approved by a two-thirds majority vote of the Executive Board.

Section 3. Administrative District

A. Selection

The Executive Board shall designate one of the member districts to serve as the Administrative District for the Cooperative. Such designation may be terminated by either the Administrative District or the Executive Board, effective July 1 of the ensuing fiscal year. Action to terminate a member district's designation as Administrative District shall require at least six (6) months' prior notice, unless both parties agree to waive the six-month prior notice period.

B. Duties

The duties of the Administrative District through its board of education, shall include the following:

1. to ratify and process the annual budget and amendments thereto adopted by the Executive Board;
2. to ratify the appointment, employment and dismissal of Joint Agreement program employees approved by the Executive Board;
3. to ratify the expenditures, contracts for services, payroll, and incurring of indebtedness and appropriation of proceeds of borrowings approved or authorized by the Executive Board in accordance with the annual budget, as may be amended;
4. to ratify the policies reviewed and approved by the Executive Board; and
5. to otherwise serve as the legal and fiscal agent for the Joint Agreement and its Executive Board.

C. Fee

The fee to be paid to the Administrative District for its services provided in that capacity to the Cooperative shall be established by the Executive Board.

D. Limited Responsibility and Indemnification as Agent for Cooperative

The Administrative District and its board of education shall be governed in the discharge of its responsibilities by the Executive Board of the Eisenhower Cooperative, but may decline to take action they believe to be unlawful, or to approve the expenditure of Administrative District funds without adequate provision for reimbursement having been previously made by the Executive Board. In all of its actions, the Administrative District shall act only in its capacity as the legal and fiscal agent for the Eisenhower Cooperative member districts and the Executive Board.

The Eisenhower Cooperative member district boards of education acknowledge and agree that the Eisenhower Cooperative and all Eisenhower Cooperative member district boards of education shall be jointly and severally liable for actions taken by the Administrative District board of education in its capacity as the Administrative District and the legal and fiscal agent for the Eisenhower Cooperative which were authorized by the Executive Board.

The Eisenhower Cooperative member district boards of education agree to indemnify, defend and hold harmless the Administrative District board of education, its board members, administrators, employees and agents for any and an acts or omissions taken in its capacity as Administrative District and legal and fiscal agent for the Eisenhower Cooperative. The Eisenhower Cooperative member district boards of education, further agree to indemnify and save the Administrative District board of education harmless against any claims, charges, demands, suits or other forms of liability which may arise by reason of any action taken or omitted by the Administrative District board of education in carrying out the responsibilities set forth in this Agreement and such indemnification shall include reimbursement for any legal fees or expenses incurred in defending such claims, charges, demands or lawsuits arising out of any action taken or omitted as Administrative District pursuant to this Agreement. The provisions of this paragraph notwithstanding, the Administrative District board of education shall remain responsible, as in the case of any other Eisenhower Cooperative member district board of education, for its share of the cost to satisfy or resolve any claims, charges, demands or lawsuits arising out of any action taken or omitted by the Administrative District board of education pursuant to this Agreement.

Section 4. Financial Support

Member districts shall annually be assessed an administrative fee with the total assessment for each member district to be determined as specified in the Bylaws based

upon the annual fall enrollment (from Fall Housing Reports) of the member district and the member district's overall use of or participation in Cooperative services or programs. Member districts shall also annually be charged on a fee-for-service basis for the per capita cost of special education programs and related services provided by the Cooperative to individual students.

#### Section 5 Administrative Structure

##### A. Administration

The programs, finances, and all operational functions of the Eisenhower Cooperative shall be administrated by an Executive Director who shall be a certified administrator and approved Director of Special Education in the State of Illinois.

##### B. Supervision

General supervision of the special education programs operated by the member districts shall be provided by their respective administrators and the Executive Director and/or his designee.

### ARTICLE III - PROGRAM

#### Section 1. Physical Facilities.

The member districts shall annually provide or assist the Cooperative to provide sufficient facilities to adequately house students in need of special education programs and services and to house the Cooperative's administrative offices.

#### Section 2. Types of Programs and/or Services

Programs and/or services to be offered may include, but not be limited to programs and related services (including without limitation psychological and social work services, speech and language therapy, physical and occupational therapy, vision and hearing itinerant services, transportation services, and assistive technology consultation) for students with intellectual disabilities, orthopedic impairments, specific learning disabilities, visual impairments, hearing impairments, emotional disabilities, other health impairments, developmental delays, autism, traumatic brain injuries, multiple disabilities, and such other classifications as are now or hereafter may be described in the School Code of the State of Illinois.

#### Section 3. Employment of Staff

The Eisenhower Cooperative shall employ the Executive Director, Cooperative Central Office staff, and other staff members as needed in order for the Cooperative to specific programs and to provide related services. Any full-time professional worker who is employed by the Eisenhower Cooperative and who spends more than 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. A professional worker is defined to be a "qualified worker" as described in §14-1.10 of the Illinois School Code, 105 ILCS 5/14-1.10.

#### Section 4. Transportation

The Cooperative shall be responsible for coordinating student transportation for students enrolled in Cooperative programs. The Cooperative will review monthly transportation bills for accuracy. Member districts (and any participating non-member districts) shall pay the transportation company directly for transportation services provided to that district's student(s).

#### Section 5. Participation in Cooperative Programs or Services

##### A. Participation and Notice

If a district cannot provide services locally and, therefore, must seek outside assistance, said district must contact the Cooperative and consider Cooperative programs or services prior to utilizing non-Cooperative programs or services. The Cooperative programs and services include:

1. Assistive Technology
2. Case Study Evaluation
3. Occupational Therapy Screenings, Evaluations and Services
4. Physical Therapy Screenings, Evaluations and Services
5. Behavioral Consultation
6. Orientation and Mobility Evaluations and Services
7. Hearing Impaired Itinerant Evaluations and Services
8. Vision Impaired Itinerant Evaluations and Services
9. Audiological Evaluations and Services
10. Adaptive P.E. Evaluations and Services
11. Staff Development
12. Technical Assistance
13. Medical and Specialized Evaluations
14. PHI Services
15. Psychological Services and Evaluations
16. Deaf/Hard of Hearing
17. Developmental Learning Program (DLP)
18. CARE Program
19. Other services or programs as needed

Member districts must notify the Executive Director in writing by no later than March 1 each year of their participation in programs or services of the Cooperative for the subsequent school year. This notice shall include the number of students from that member district participating in Cooperative programs or services.

B. Non-participation Fee

In the event that a member district alters its participation in Cooperative programs or services from what it indicated in its March 1 participation notification, and there is a financial impact to the Cooperative as a result, such member district shall pay to the Cooperative a non-participation fee which shall be determined by the Executive Board in its sole discretion. The non-participation fee shall be considered liquidated damages and not a penalty. The Executive Board shall determine such fee so as to defray all cost increases incurred by the Cooperative and participating member districts as a result of the change in participation by said member district. The fee shall be paid within 60 days of notice of assessment from the Executive Board. In the event that the non-participating member district fails to pay the assessed non-participation fee, the Cooperative may initiate legal action or other proceedings it deems necessary to secure payment. The non-participating member district shall be liable for and responsible to the Cooperative for any costs and expenses, including attorneys' fees, incurred by the Cooperative to enforce this provision.

ARTICLE IV - FINANCE

Section 1. Fiscal Year and Annual Budget

The Fiscal Year of the Cooperative shall be from July 1 through June 30. The Executive Director shall prepare an annual budget for review and approval by the Executive Board and the Administrative District.

Section 2. Billing Procedure

Monies budgeted and charged to member districts for operation of the Eisenhower Cooperative, its programs and/or related services, and any applicable assessment for acquisition of real property or an interest therein and/or capital improvements authorized pursuant to Article V below shall be billed and payable to the Cooperative as follows:

A. Administrative Fee Billing and Payments

The "Administrative Fee Billing" is designed to fund the cost of the Eisenhower Cooperative's administration and of functions performed for or on behalf of all member districts as such, without specific fee-for-service charges. These administrative and administrative function costs may include, without limitation, the salaries of the Executive Director, Chief School Business Official, and central office staff not covered under the IDEA Grant. In addition, a part of the annual total amount of any principal and interest payments or similar debt service obligations incurred by or on behalf of the Cooperative pursuant to Article V below to fund acquisition of real property or an interest therein and/or capital

improvements shall, as determined by the Executive Board, be included as part of the aggregate amount of the Administrative Fee Billing. Each fiscal year, the Administrative Fee Billing and payment shall be as follows:

- One-third shall be billed by September 15<sup>th</sup> and paid by October 30<sup>th</sup>;
- One-third (1/3) shall be billed by December 15<sup>th</sup> and paid by January 30<sup>th</sup>; and
- One-third (1/3) shall be billed by April 15<sup>th</sup> and paid by May 30<sup>th</sup>.

The amount billed to each member district shall be calculated as specified in the Bylaws based upon the annual fall enrollment (from Fall Housing Reports) of the member district and the member district's overall use of or participation in Cooperative services or programs as described in Article II , Section 4 above.

#### B. Tuition and Itinerant Billing and Payments

The Cooperative funds the cost of its educational programs and services provided to individual students of member districts placed in those programs, and the cost of related services provided to individual students of member districts, by means of the fee-for-service-based "Tuition Billing" In addition, a part of the annual total amount of any principal and interest payments or similar debt service obligations incurred by or on behalf of the Cooperative pursuant to Article V below to fund acquisition of real property or an interest therein and/or capital improvements shall, as determined by the Executive Board, be included in computing the per capita cost of educational programs and of related services funded by the Tuition Billing. Each fiscal year, Tuition Billing shall and payment be as follows:

- One-third shall be billed by September 15<sup>th</sup> and paid by October 30<sup>th</sup>;
- One-third (1/3) shall be billed by December 15<sup>th</sup> and paid by January 30<sup>th</sup>;
- One-third (1/3) shall be billed by April 15<sup>th</sup> and paid by May 30<sup>th</sup>; and
- Extended School Year (ESY) and summer fees for service shall be billed by July 15<sup>th</sup> and paid by August 30<sup>th</sup>.

#### C. Billing Member District Shares of Financing Costs

The annual total amount of any principal and interest payments or similar debt service obligations incurred by or on behalf of the Cooperative to fund acquisition of real property or an interest therein and/or capital improvements shall not be the subject of a separate capital improvement assessment, but shall be included as part of the Joint Agreement Billing and the Tuition Billing as described in subsections A. and B. of this Article IV, Section 2; provided, however, that the Executive Board shall have authority to modify the billing and payment schedules set forth in said subsections A. and B. as may be needed to accommodate the

principal and interest payment schedule(s) associated with such financing. The Joint Agreement Billing and the Tuition Billing shall each specify, by amount, the part of such billing which represents the member district's debt service payment obligation.

### Section 3. Grants or Gifts

Grants or gifts may be accepted by the Eisenhower Cooperative upon approval, in the case of grants or gifts exceeding \$ 100 in value, of the Executive Board and the Administrative District.

1. The use of such grants or gifts shall be at the discretion of the Executive Board.
2. A financial statement of all income and disbursements from grants or gifts shall periodically be prepared for the Executive Board,

### Section 4. Annual Audit

An annual audit shall be completed.

## ARTICLE V - REAL PROPERTY AND CAPITAL IMPROVEMENTS

### Section 1. Authority to Acquire Real Property and to Make Capital Improvements

The Eisenhower Cooperative shall have authority to acquire real property or interests therein, including to lease real property for any period of years allowed by provisions of Illinois School Code now in force or as may hereafter be amended, for the purpose of providing special education school facilities (including administrative offices) and services, and shall further have authority to construct, alter, repair, enlarge and/or equip any building, or part thereof, needed to provide such facilities and services. The Cooperative may to such ends enter into, or authorize a designated member district or districts to enter into on its behalf, agreements for the acquisition of real property or an interest therein, including a beneficial interest in a land trust, by gift, legacy, grant, lease, lease, and/or purchase, and agreements for the construction, alteration, repair, enlargement and/or equipping of any building, including provision for financing of such undertakings by any of the means described in Article V, Section 2 below.

### Section 2. Financing Acquisition of Real Property

The Eisenhower Cooperative shall have authority to arrange financing for the acquisition of real property or an interest therein, and/or for capital improvements as described in Article V, Section I above, by and in compliance with any means now or hereafter authorized by Illinois law, including without limitation the applicable provisions of Section 10-22.31 of the Illinois School Code (105 ILCS 5/10-22.31) and Section 17 of the Local Government Debt Reform Act (30 ILCS 350/17), and to that end to enter into such

intergovernmental agreements as may be needed or useful including without limitation agreements setting forth the liability of member districts for any indebtedness incurred by or on behalf of the Cooperative as a result of such financing.

Section 3. Sale or Other Transfer of Real Property.

In the event that the Cooperative determines that any real property (including capital improvements) acquired, or part thereof, is no longer necessary, convenient or useful to the Cooperative, the Cooperative or the designated member district which holds title or other interest on its behalf may enter into an agreement or agreements for the sale or other transfer of such property.

#### Section 4. Approval Requirements

Agreements for the purchase or sale of real property or an interest therein, or for the construction of school facilities thereon, or for the financing thereof, shall require approval by two-thirds vote of the entire membership of the Executive Board.

#### Section 5. Continuing Liability

A member district which withdraws or is removed from the Cooperative shall continue to be liable to pay its annual share of the principal and interest or other debt service on any outstanding indebtedness incurred while that district was a member by the Cooperative, or by a member district or districts on the Cooperative's behalf, to finance acquisition of real property or an interest therein and/or capital improvements; provided, however, that such continuing liability shall not apply to a member district which delivers written notice of its intent to withdraw from the Cooperative to the Executive Board prior the taking of any action by the Cooperative or by a member district or districts acting on its behalf to incur such indebtedness. For purposes of this section, the annual share of a district which withdraws or is removed from the Cooperative and is subject to continuing liability shall be equal to 150% of the highest annual amount billed to such district for debt service pursuant to Article IV, Section 2.C. above, in the years preceding the district's withdrawal or removal from the Cooperative. Such annual share shall be payable on the schedule described in Article IV, Sections 2.A. and 2.B. above or as modified by the Executive Board pursuant to Article IV, Section 2.C.

#### Section 6. Disposition of Sale Proceeds

The net proceeds of any sale of property pursuant to Article VI, Section 3 above may be used for any of the following purposes or combination thereof, as such use is determined by a two-thirds vote of the entire Executive Board: first, to pay in full any outstanding indebtedness related to the property; thereafter, to acquire other real property or an interest therein, to fund current operating expenses, or to be distributed among then-current member districts based upon such proration formula as the Executive Board may determine. A district which is no longer a member of the Eisenhower Cooperative as of the date of the agreement to sell the property shall have no claim against, right to, or interest in the sale proceeds pertaining to the property or any part thereof.

### ARTICLE VI - TERMINATION OF MEMBERSHIP

#### Section I. Withdrawal from Membership

##### A. Procedure- Concurring. Resolutions of Member Districts

A member district seeking to withdraw from the Eisenhower Cooperative shall send a written petition for withdrawal to the Cooperative Executive Board, Executive Director, and Superintendents of all member districts, by certified mail return receipt requested. Such petition must have been approved by resolution of

the board of education of the member district seeking to withdraw, and must state the proposed date for withdrawal from the Cooperative. If the boards of education of the remaining member districts approve the withdrawal petition by adopting concurring resolutions with 12 months of receipt thereof, the petitioning member district shall be withdrawn from the Cooperative effective as of the following July 1 (or an ensuing July 1 as stated in the withdrawal petition). The petitioning member district shall promptly notify the State Board of Education of the approved withdrawal in writing, copied to the Cooperative Executive Board and Executive Director.

#### B. Alternative Procedure - Petition and Hearing Under State Board of Education Rules

If concurring resolutions approving the withdrawal petition are not adopted by all member districts, the member district seeking to withdraw from the Cooperative may submit a petition to withdraw to the entity or entities designated in Section 10-22.31 (a) of the Illinois School Code, as amended (105 ILCS 5/10-22.31 (a)) and as provided in implementing rules adopted by the State Board of Education, and determination of the petition to withdraw shall proceed in accordance with such rules.

#### C. Disposition of Assets and Liability Upon Withdrawal

Except as otherwise provided in Article V, Section 6 above with respect to real property, a withdrawing member district is entitled to a pro rata share of the value of the assets of the Cooperative at the time of withdrawal, based upon 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 withdrawal; provided, however, that payment of such pro rata share shall be made only at the time the assets are sold or at the time of the dissolution of the Cooperative, whichever is earlier, and subject to the provisions of Article VIII, Section 3 below. For purposes of this section, "assets" shall be defined to mean only furniture, equipment and motor vehicles owned by the Cooperative at the time of the member district's withdrawal. Additionally, the Cooperative 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").

### Section 2. Removal from Membership

The Executive Board may, following the procedures next set forth and subject to requirements of the Illinois School Code then applicable, remove a Member District which unreasonably refuses to provide facilities for the use of the Cooperative, fails to make payments as and when required, or breaches any other provision of these Articles of Joint Agreement or the Cooperative bylaws.

Upon approval of a majority of the entire membership of the Executive Board, the Executive Director shall send a written notice to the board of education of the member district alleged to be in breach of the Joint Agreement, specifying the matters which the Executive Board believes constitute cause to justify removal of the member district. The notice shall specify a period of time in which and by what steps such matters are to be corrected.

If the member district fails to take corrective action as specified in the foregoing notice of the Executive Director, the Executive Board shall, on at least 15 days' advance written notice delivered by certified mail to the Superintendent of the member district alleged to be in breach of the Joint Agreement, call a special meeting at which time the matter of the proposed removal of the member district shall be brought before the Executive Board for hearing and action. At such hearing, the member district shall be permitted to appear and submit reasons why it should not be removed from membership.

A two-thirds vote of the entire membership of the Executive Board shall be required to terminate the membership of a member district in the Eisenhower Cooperative. Such termination shall become effective no later than July 1 following the date of action by the Executive Board, subject to then-applicable requirements of the Illinois School Code. Such termination shall not relieve the member district of obligations incurred during its membership in the Cooperative, including continuing liability for debt service pursuant to Article V, Section 5 above. The Cooperative shall return to the terminated member board any unspent Federal IDEA Part B Funds generated by students in the withdrawing member district (i.e. "carryover").

## ARTICLE VII - AMENDMENT OF JOINT AGREEMENT

### Section 1. Procedure

This Agreement may be amended by a resolution approving the proposed amendment(s), adopted by a two-third (2/3) vote of the entire membership of the Executive Board, followed by ratification by two-thirds (2/3) of the boards of education of the member school districts. A certified copy of the resolution of each board of education approving such proposed amendment(s), or of such board's meeting minutes reflecting non-favorable or other action upon the proposed amendment(s), shall be filed with the Executive Director of the Cooperative.

### Section 2. Effective Date

Any amendment(s) of the Joint Agreement shall become effective upon the Executive Director's receipt from two-thirds (2/3) of the member school districts of certified copies of board resolutions or of board minutes reflecting board action approving such amendment(s).

## ARTICLE VIII - DISSOLUTION

### Section 1. Procedure

The Eisenhower Cooperative may be dissolved by approval by the boards of education of all member districts, within a 12-month period, of a written resolution calling for such dissolution. The dissolution of the Cooperative shall be effective as of July 1 following approval by the last member district or as of the July 1 stated in the resolution approved by the member district.

### Section 2. Winding Up Activities

As of the effective date of dissolution, the Cooperative shall only engage in the business necessary to conclude its affairs, including liquidating all assets and/or collecting receivables and causing the honorable dismissal of or otherwise terminating the employees of the Cooperative and taking any further actions as may be necessary to wind up the affairs of the Cooperative.

### Section 3. Distribution of Assets Upon Dissolution

Upon accounting for all of the assets and liabilities of the Cooperative and after all liabilities and debts of the Cooperative are satisfied, any payments to be made to a former member district pursuant to Article VI, Section 1 above shall be made. The remaining assets of the Cooperative shall then be distributed to each member district pro rata, based upon 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. The Cooperative shall return to each then-current member board any unspent Federal IDEA Part B Funds generated by students in the school district (i.e. "carryover").

Approved by Executive Board on January 30, 2018.