

**ARTICLES OF JOINT AGREEMENT
OF THE
SOUTHWEST COOK COUNTY COOPERATIVE
ASSOCIATION FOR SPECIAL EDUCATION**

ARTICLE I - NAME

This Association shall be known as the Southwest Cook County Cooperative Association for Special Education.

ARTICLE II - PURPOSE

In conformance with the *Illinois School Code*, the purpose of this Association shall be to bring together in Southwest Cook County, by joint agreement of school districts, special education programs through the establishment of classes, services, and facilities as needed by the member districts as now or hereafter may be described in the *Illinois School Code* at 105 ILCS 5/10-22.31, 5/10-22.31a, 5/10-22.31b and Article 14.

ARTICLE III - MEMBERSHIP

Section A - Membership in this Cooperative shall include the following school districts:

Lemont Bromberek Combined School District 113A
North Palos School District 117
Palos Community Consolidated School District 118
Forest Ridge Elementary School District 142
Arbor Park School District 145
Community Consolidated School District 146
Elementary School District 159
Country Club Hills School District 160
Lemont High School District 210
Bremen Community High School District 228
Consolidated High School District 230

Section B - In accepting membership in this Cooperative, each district agrees to accept and carry out the following responsibilities:

1. Be assessed for administrative and operational service and program costs according to policies established by the Board of Directors.

2. Render prompt payment in accordance with these Articles of Joint Agreement and the policies of the Board of Directors as billed by the Executive Director.
3. Provide classroom space for Cooperative programs as needed. Multi-classroom space needs of Cooperative cluster programs (including, but not limited to, Communication Development, DHH, and DESTINY) should be considered by member districts in any planning for future facility expansion. If space is necessary for a Cooperative program and none is available, the Board of Directors shall determine appropriate action.
4. Provide space for itinerant and related service providers as needed in accordance with district practice.
5. Publicly support the policies, procedures and actions of the Board of Directors and all Cooperative services and programs.

Section C - New Membership

Prospective new members shall submit written application to the Executive Director for the Director's recommendation to the Board of Directors for action. Approval must be by two-thirds of all member district boards of education. New members shall begin membership at the start of the first fiscal year following the approval of membership.

Section D - Withdrawal / Dissolution / Involuntary Withdrawal

1. Voluntary Withdrawal
 - a. In General. Procedures for the withdrawal of a member board of education from the Cooperative will be in accordance with the *Illinois School Code* (e.g., *School Code* Section 5/10-22.31) and rules adopted by the Illinois State Board of Education (e.g., 23 Ill. Admin. Code §226.780), including the procedures set forth below.

b. Procedures.

- (1) Initiation of Withdrawal Process. A member board that seeks to withdraw from the Cooperative (“the Petitioning Board”) 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 Petitioning Board and its students, and the projected financial and educational impact of the proposed withdrawal upon the Cooperative 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, the Petitioning Board shall present such written resolution and a petition to withdraw to the Chairperson of the Board of Directors, the Executive Director, 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 member boards adopt written concurring resolutions agreeing to the proposed withdrawal:
 - (a) Withdrawal will be effective on July 1 of the school year identified in the withdrawal resolution and petition, as approved via the concurring resolutions; and
 - (b) The Petitioning Board shall provide written notice of the approved withdrawal to the Illinois State Board of Education.
- (3) Member Boards Do Not Concur. If the member boards do not adopt written concurring resolutions agreeing to the proposed withdrawal within one (1)

year following the date on which the Petitioning Board adopted its written resolution approving withdrawal:

- (a) No later than fourteen (14) months following the Petitioning Board's adoption of its written resolution approving withdrawal, the Petitioning Board may appeal the non-concurrence. Any such appeal is to be filed with the trustees of schools of the township that has jurisdiction and authority over the Petitioning Board – or, if the Petitioning Board is not under the jurisdiction and authority of the trustees of schools of a township, a hearing panel shall be established by the chief administrative officer of the intermediate service center having jurisdiction over the Petitioning Board. Any such appeal will be conducted in accordance with *School Code* Section 10-22.31(g). If the appeal is successful and the withdrawal is approved, the Petitioning Board's withdrawal will be effective on the following July 1 or the date identified by the Petitioning Board in its withdrawal resolution and petition (whichever is later), and the Petitioning Board must notify the State Board of Education of the approved withdrawal in writing.
- (b) In the event that the Petitioning Board fails to appeal the non-concurrence within fourteen (14) months following adoption of its written resolution approving withdrawal, the Petitioning Board must reinstate the withdrawal process under subsection b.(1), above, in order to pursue withdrawal.

c. Disposition of Assets and Liabilities.

Unless otherwise provided in Article IV. Section E.4 of these Articles of Joint Agreement, or agreed to in writing by the withdrawing member board, the Board of Directors, and a two-thirds (2/3) majority of the member boards which have not given notice of an intention to withdraw from the Cooperative, the rights, duties and responsibilities of the withdrawing member board district shall be determined as follows:

(1) Real Properties

- (a) Payment by the Cooperative to the withdrawing member board shall be made in accordance with subsection (1)(b) below for such board's interest in the Cooperative's real property upon the first to occur of the following:
 - (i) the property is no longer needed and is sold (upon terms and conditions determined by the Cooperative);
 - (ii) the Cooperative is dissolved; or
 - (iii) the improvements on the property are substantially destroyed.
- (b) The amount paid to the withdrawn member board by the Cooperative shall be based on the withdrawn member board's interest to be determined as follows:
 - (i) If the real property is sold or the Cooperative dissolved, after deducting the costs of sale, the net proceeds from the sale of the property will be used to retire or provide for the retirement and payment of the remaining principal and interest on any indebtedness issued to acquire, construct or maintain the property. Any net proceeds then remaining shall be further reduced by the Cooperative's costs of the annual improvements, major renovations and repairs made after the effective date of withdrawal. The withdrawn member board's share of any net proceeds then remaining, if any, will then be determined based on the withdrawn member board's total district enrollment as a percentage of the sum of all of the member districts' total enrollments (including the withdrawing district) as identified in the last fall enrollment counts for all member districts prior to the effective date of withdrawal.

- (ii) If the improvements on the property are substantially destroyed, the value of the property following substantial destruction shall be determined by the sum of its appraised value and any insurance proceeds received by the Cooperative due to the destruction of the improvements. Such sum shall be reduced by the Cooperative's costs of appraisal and the annual improvements, major renovations and repairs made after the effective date of withdrawal. The withdrawn member board's share of the sum so reduced, if any, will then be determined based on the withdrawn member board's total district enrollment as a percentage of the sum of all of the member districts' total enrollments (including the withdrawing district) as identified in the last fall enrollment counts for all member districts prior to the effective date of withdrawal.

(2) Liquid Assets and Liabilities

- (a) The withdrawing member board's distributive share of Cooperative assets and liabilities shall be determined, as best as possible, as of the effective date of withdrawal. As best as can be determined, and subject to subsection (2)(b) below, the remaining net balance due to or owed by the withdrawing member board, if any, shall be paid by Cooperative or the withdrawing member board to the other, as may be applicable, not later than five (5) years following the effective date of withdrawal.
- (b) Both prior to and after the effective date of withdrawal, the withdrawing member board shall continue to pay its distributive share of the Cooperative's financial obligations which are incurred prior to the effective date of withdrawal. This provision shall not be deemed to release the withdrawing member board from its financial obligation to the Cooperative for its distributive share of short or long term liabilities which accrue before the effective date of withdrawal and would otherwise be payable after the effective date of withdrawal. Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member board's share of Cooperative liabilities shall be determined based on the same method used by the Cooperative to determine the distributive share of the liability for the remaining member boards. In the event that one or more Cooperative liabilities cannot be determined by June 30th following the effective date of withdrawal, they shall be determined as soon as practicable thereafter and billed by the Cooperative to the withdrawn member board for payment. The withdrawn member board shall make payment thereon to the Cooperative not later than forty-five (45) days following receipt of a Cooperative billing.

(c) Notwithstanding subparagraph (2)(b) above, if a member board presents its written resolution and petition to the Chairperson of the Board of Directors, the Executive Director and the Superintendents of Schools of the other member districts in accordance with Article III. Section D.1.b.(1) at least sixty (60) days prior to the Cooperative issuing bonds or debt certificates, the Cooperative shall either:

- (i) refrain from issuing bonds or debt certificates until the withdrawal of such member board based on such petition becomes effective; or
- (ii) indemnify and hold the withdrawing member board harmless for any debt or liability incurred as a result of the issuance of the bonds or debt certificates after the member board's withdrawal becomes effective.

(3) Other Personal Property

As a condition of withdrawal, the withdrawing district shall be deemed to waive any and all interest in other Cooperative personal property including, but not be limited to, furniture, computers, equipment, books, instructional materials, supplies, and vehicles.

(4) Retirement Liabilities

For a period not to exceed five (5) years following the effective date of the withdrawn member board's withdrawal from the Cooperative, such board shall remain liable to the Cooperative for its distributive share of the cost to Cooperative of the following:

- (a) Any retirement by educational support personnel under an Early Retirement Incentive Program adopted by the Cooperative pursuant to 40 ILCS 5/7-14.1, or a retirement program established by an applicable collective bargaining agreement, employment contract or Cooperative policy in effect on the effective date of withdrawal; and
- (b) Any retirement by PEL-licensed employees under the Modified Early Retirement Without Discount provisions of 40 ILCS 5/16-133.2, the costs to the Cooperative for an employer contribution required by P.A. 94-004 or P.A. 94-1057, or a retirement program established by

an applicable collective bargaining agreement, employment contract or Cooperative policy.

The withdrawn member board's liability under this provision shall be limited to Cooperative costs related to the retirement of any educational support personnel or PEL-licensed employees employed by the Cooperative prior to the effective date of withdrawal of the member board from the Cooperative.

The withdrawn member board's liability under this provision shall be limited to retirements under a collective bargaining agreement, contract or Cooperative policy in effect prior to the effective date of withdrawal. The withdrawn member board's distributive share of the Cooperative's costs related to a retirement shall be determined based on the same method used by the Cooperative to determine the financial obligation of the remaining member districts for the retirement. The withdrawn member board shall pay its distributive share of Cooperative costs related to any such retirements within thirty (30) days of billing by the Cooperative.

(5) Due Process Hearings

The withdrawing or withdrawn member board will defend and be solely responsible for the relief awarded as a result of any due process hearings and appeals therefrom, administrative or judicial, which are requested or taken to contest a change in placement of a withdrawing member board's student due to the withdrawal, including attorney's fees and costs of defense thereof.

(6) Other Claims

The withdrawing or withdrawn member board will remain responsible for its distributive share of any liability of the Cooperative which arises out of an

occurrence preceding the effective date of withdrawal, including attorney's fees and costs of defense thereof. The withdrawing or withdrawn member board's distributive share of the Cooperative's liability shall be determined based on the same method used by the Cooperative to determine the financial obligation of the remaining member boards for the liability.

2. Dissolution

If approved by two-thirds (2/3) of the members of the Board of Directors, the Board of Directors will submit the proposed dissolution of the Cooperative to the member boards of education for consideration. If two-thirds (2/3) of the member boards adopt written concurring resolutions agreeing to the proposed dissolution, the Cooperative shall be dissolved. For dissolution to take effect, all such resolutions must be adopted by the member boards within a twelve-month period. Dissolution will be effective on July 1 following the approval of a written resolution by the requisite number of member boards, or on such other July 1 as the resolutions authorize. The Executive Director shall provide written notice of the prospective dissolution to the Illinois State Board of Education. In the event of dissolution, the Cooperative's assets will be liquidated and the net proceeds thereof, after satisfaction of liabilities, distributed to the boards of education that were members of the Cooperative on the date that the last member board necessary for the two-thirds (2/3) majority approved the written resolution for dissolution. Unless otherwise provided in Article IV. Section E.4 of these Articles of Joint Agreement, 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 enrollment count for each member district prior to the effective date of dissolution.

3. Involuntary Withdrawal

When a member board fails to comply with the terms or conditions of these Articles of Joint Agreement, or fails to meet the financial obligations established by these Articles of Joint Agreement or by the Cooperative Board of Directors, the Board of Directors, in its discretion, may expel such member board from the Cooperative. The Cooperative 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 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 Executive Director to address the Board of Directors prior to consideration of the proposed expulsion. Expulsion shall be effective on July 1 following approval of the expulsion by two-thirds of the members of the Board of Directors. A member board that is expelled from the Cooperative shall be deemed to irrevocably waive any interest in the assets of the Cooperative, including but not limited to real property, buildings, equipment and materials, and funds. As in the case of a member board that voluntarily withdraws, an expelled member board shall remain liable for its share of any Cooperative liabilities that arose or accrued before effective date of expulsion. (See Article III, Section D.1.c above) In addition, the expelled member board shall remain liable to the Cooperative for any amounts owed to the Cooperative for its failure to comply with the terms or conditions of these Articles of Joint Agreement, or failure to meet the financial obligations established by these Articles of Joint Agreement or by the Board of Directors.

ARTICLE IV - ORGANIZATION

The Cooperative shall be governed by a Board of Directors. The Board of Directors shall function as the decision making body regarding all matters except withdrawal of a member district or the

acceptance of a new member district.

Section A - Board of Directors

1. The Board of Directors shall consist of each superintendent of schools of the cooperating districts.
2. It is the intent of the cooperating districts that the administrative duties and responsibilities of the Board of Directors and its officers be shared by the superintendents of schools of all of the cooperating districts. In furtherance of such intent, the Board shall utilize a system which rotates nominees for the offices of chairman, vice chairmen and secretary such that each cooperating district's superintendent of schools serves as an officer at least once in each six (6) year period. Based on such rotational system, at its regular June meeting every two years, the Board of Directors shall elect a chairperson, two vice chairpersons and a secretary for a two-year term from the applicable group of superintendents shown below. Said officers will assume their duties on the July 1 immediately following their election and serve a two year term. In the event that the Board does not hold a June meeting, the officers shall be elected at the Board's next regular meeting and shall immediately assume their duties. In order to implement a system of rotating nominees for Board officers, member districts are hereby divided into three Groups, as follows:

Group One:	Districts 118, 145, 159, and 210
Group Two:	Districts 113, 146 and 230
Group Three:	Districts 117, 142, 160 and 228
3. Each cooperating district superintendent of schools shall be responsible for the fulfillment of all of the duties of the Board of Directors and any additional duties as a Board officer or committee member. Each cooperating district superintendent shall attend Board of Director meetings and the meetings of those committees to which the superintendent is appointed. A

member district superintendent may designate, in writing, another district administrator who does not serve as the district's director of special education to attend Board of Director meetings and the meetings of those committees to which the superintendent is appointed. In the event that a member district's superintendent or designee fails to consistently attend Board of Director meetings and meetings of the committees to which the superintendent is appointed, the following sanctions may be imposed: (1) the Board of Directors may issue a formal censure of the superintendent or designee; and/or (2) if the superintendent or designee fails to attend six (6) consecutive meetings, upon at least ten (10) days' prior written notice to the superintendent or designee and the president of the member district's board of education, the Board of Directors may vote to impose a fee of up to \$500 for each subsequent meeting the superintendent or designee fails to attend, which fee is to be charged to the member district for all future episodes of non-attendance until such time as the superintendent or designee attends six (6) consecutive meetings.

4. The duties of the Board of Directors shall be:
 - a. to meet monthly on a date to be determined or upon call of the Chairman of the Board of Directors or two of the Board's members;
 - b. to establish future direction of the Cooperative;
 - c. to consider proposed amendments to the Articles of Joint Agreement as submitted by the Executive Director, consistent with Article IV ORGANIZATION, Section E - General Provisions;
 - d. to establish the position of recording secretary;
 - e. to establish policies and operating procedures;
 - f. to administer budget and approve expenditures;
 - g. to approve the employment, discipline and dismissal of all personnel;

- h. to review monthly reports of the Executive Director and staff and report the same to member districts including monthly minutes and financial reports;
 - i. to disseminate approved policy and procedures to member districts;
 - j. to approve the annual budget;
 - k. to employ an Executive Director, determine salary, set term of office and delegate such duties as may be necessary for the efficient operation of the Cooperative;
 - l. to establish special committees for study and implementation of areas as needed;
 - m. to authorize salary and fringe benefits which shall not be based on those of the Administrative District;
 - n. to determine and assess an access fee in accordance with ARTICLE IV, ORGANIZATION, Section D-General Provisions, paragraphs 5 and 6;
 - o. to establish programs and to allocate the costs thereof to member districts that utilize such programs.
5. Quorum and Voting Procedures
- a. a quorum of the Board of Directors shall consist of a majority of the cooperating district superintendents of schools; and
 - b. each member shall have one vote.

Section B - Administrative District

1. Administrative District Appointment. The Administrative District shall serve at least a four year term from July 1 to June 30. At any time, it shall take two-thirds (2/3) vote of the Board of Directors to change the appointment of the Administrative District. Whenever the Board of Directors changes the Administrative District, appointments will be made for four-year terms.

2. Duties. The Administrative District, through its Board of Education, shall have the following duties:
 - a. to serve as legal and fiscal agent;
 - b. to adopt a budget as approved by the Board of Directors;
 - c. to ratify salaries and expenses as approved by the Board of Directors;
 - d. to ratify personnel as approved by the Board of Directors;
 - e. render billing annually to the Cooperative for services in an amount not less than \$12,000, plus expenses;
 - f. to ratify other actions approved by the Board of Directors pursuant to these Articles of Joint Agreement.

Section C - Director

1. The Executive Director shall
 - a. hold proper certification for that position as required by the Illinois State Board of Education;
 - b. serve as the chief executive officer of the Cooperative;
 - c. function under the Policies of the Cooperative and perform such other duties as may be delegated by the Board of Directors, or as may be required by law or these Articles of Joint Agreement.

Section D - General Provisions

1. In order to promote the continuity and efficiency of Cooperative programs, all special education programs in the Cooperative and in individual districts will be coordinated through the Executive Director. The establishment and operation of all special education programs and services shall be under the coordination and educational direction of the Executive Director. Member districts which establish and operate special education programs and

services shall collaborate with the Executive Director in furtherance of the Executive Director's coordination and direction of district programs and services.

2. Policies and procedures of the Administrative District shall prevail where no Cooperative policies are in existence.
3. Any member district that has not paid the Cooperative amounts billed for Cooperative operations, programs and/or services within sixty (60) days of billing shall establish a payment plan for the outstanding sums that is acceptable to the Board of Directors or its designee. The payment plan shall be reduced to writing and will be binding on the member district after the approval of the Board of Directors or its designee. Unless waived by the Board of Directors, in its sole discretion, upon written request of a member district for good cause shown, any Cooperative billing that is unpaid by a member district shall accrue interest after sixty (60) days of billing. The determination of the Board of Directors regarding a member district's request to waive interest shall be considered final and not subject to appeal. In addition to the foregoing provisions, the Cooperative reserves the right to refuse to accept placement of any new student from a member district in arrears. In the event that a member district refuses to make payment to the Cooperative or fails to establish and follow a payment plan acceptable to the Board of Directors or its designee, any interest waived by the Board of Directors shall be deemed rescinded and interest shall be calculated as if it had not been waived, the placement of new students shall be refused, and the member district shall be submitted to a collection agency. The Board of Directors reserves the right to pursue such other remedies as the Board may authorize. In the event that the Board of Directors initiates litigation to collect amounts unpaid by the member district, the member district hereby agrees to pay, as part of any judgment against the district, accumulated interest, the costs of

such litigation and the reasonable attorneys' fees incurred by the Board of Directors in furtherance thereof.

4. All financial accounting by the Township Treasurer of Cooperative funds shall be kept separate from Administrative District funds.

5. Services Participation

- a. All districts are expected to provide services locally whenever possible. If a district cannot provide services locally and therefore must seek assistance outside the local district, said district must contact the Cooperative and consider Cooperative services prior to seeking non-Cooperative services. The services are as follows:

1. Assistive Technology
2. Occupational Therapy Screenings, Evaluations and Services
3. Physical Therapy Screenings, Evaluations and Services
4. Behavioral Consultation
5. Orientation and Mobility Evaluations and Services
6. Hearing Impaired Itinerant Evaluations and Services
7. Vision Impaired Itinerant Evaluations and Services
8. Audiological Evaluations and Services
9. Vocational Evaluations and Services
10. Job Development and Job Coach
11. Adaptive P.E. Evaluations and Services
12. Staff Development
13. Technical Assistance
14. Medical and Specialized Evaluations
15. Other Services as needed

Any member district electing to alter its participation in Cooperative services must notify the Executive Director in writing no later than February 1 of the school year preceding the change. The proposed change will be presented to the Board of Directors no later than its annual March meeting, and the Board of Directors must grant approval by a two-thirds vote.

- b. Access Fee. In the event that a member district does not participate in Cooperative services as indicated on the member district's February 1 participation notification form, such member district shall pay to the Cooperative an access fee which shall be determined by the Board of Directors in its sole discretion. The Board of Directors shall determine such fee so as to defray all cost increases incurred by the Cooperative and the participating member districts as a result of the change of participation by such member district in services. In the event that the non-participating member district fails to pay the assessed access fee, the Board of Directors is authorized to initiate such judicial or other proceedings as it may determine necessary to affect compliance. Such actions may include seeking the specific performance of the nonparticipating member district and/or an award of monetary damages in the amount of the access fee, which shall be considered liquidated damages for purposes of any such action. In addition to the foregoing, the Cooperative shall be entitled to full reimbursement from the nonparticipating member district of all attorney's fees and costs incurred to affect compliance with this provision.

6. Program Participation

- a. All districts are expected to provide programs locally whenever possible. If a district cannot provide programs locally and therefore must seek assistance outside the local district, said district must contact the Cooperative and consider Cooperative

programs prior to seeking non-Cooperative programs.

1. Deaf/Hard of Hearing
2. Communication Development
3. Braun
4. D.E.S.T.I.N.Y. (Multi needs)
5. Project Challenge
6. Transitional Employment Programs
7. Transition
8. Other programs as needed

Any member district electing to alter its participation in Cooperative programs must notify the Executive Director in writing no later than February 1 of the school year preceding the change. The proposed change will be presented to the Board of Directors, no later than its March meeting, and the Board of Directors must grant approval by a two-thirds vote.

- b. Access Fee. In the event that a member district does not participate in Cooperative programs as indicated on the member district's February 1 participation notification form, such member district shall pay to the Cooperative an access fee which shall be determined by the Board of Directors in its sole discretion. The Board of Directors shall determine such fee so as to defray all cost increases incurred by the Cooperative and the participating member districts as a result of the change of participation by such member district in programs. In the event that the non-participating member district fails to pay the assessed access fee, the Board of Directors is authorized to initiate such judicial or other proceedings as it may determine necessary to affect compliance. Such actions may include seeking the specific performance of the

nonparticipating member district and/or an award of monetary damages in the amount of the access fee, which shall be considered liquidated damages for purposes of any such action. In addition to the foregoing, the Cooperative shall be entitled to full reimbursement from the nonparticipating member district of all attorney's fees and costs incurred to affect compliance with this provision.

7. Any full-time professional worker employed by the Cooperative 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.

Section E - Transition Building located at 14535 John Humphrey Drive, Orland Park, IL 60452

1. In 2011, the Board of Directors purchased the building located at 14535 John Humphrey Drive, Orland Park, IL 60452 for the Transition program. The initial purchase and three phases of renovations were made using existing SWCCCASE Education Fund balance reserves. The high school districts utilizing the Transition program are repaying the fund balance through tuition payments that have reimbursed a portion of the fund balance each year.
2. Sale of Transition Building, 14535 John Humphrey Drive, Orland Park, IL 60452.

In the event that the Board of Directors determines that the Transition Building facility is no longer necessary for Cooperative transition programs, the Board of Directors may, by resolution approved by two-thirds (2/3) of the Board of Directors and as otherwise permitted by law, determine to sell the facility. In such event, net proceeds from the sale shall be distributed to the member high school district boards of education based on each high school district's usage of the facility as reflected by the aggregate of the transition program tuition billed to and paid by each high school district for transition programs operated at the facility prior to sale.

4. Withdrawal of member high school district from the Cooperative.

Following withdrawal by a member high school district from the Cooperative, the withdrawing high school district board of education's share of the value of the facility will be determined based on the withdrawing high school district's total district enrollment as a percentage of the sum of all of the current member high school districts' total enrollments (including the withdrawing district) as identified in the last fall enrollment counts for all member high school districts prior to the effective date of withdrawal.

Section F - Amendments

1. Proposed amendments to the joint agreement shall be submitted to the Board of Directors at least thirty (30) days prior to any Board of Directors meeting.
2. The Board of Directors shall study each proposed amendment and may, if approved by two-thirds (2/3) of the members of the Board of Directors, submit any proposed amendment with recommendation(s) to the member district boards of education.
3. Amendments approved by two-thirds (2/3) of the Board of Directors shall become effective once ratified by two-thirds (2/3) of the member district boards of education.

APPROVED AND EFFECTIVE AS AMENDED: FEBRUARY 21, 2023