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**JOINT AGREEMENT TO ESTABLISH A PROGRAM OF  
CURRICULUM ARTICULATION AND SPECIAL EDUCATION  
FOR SCHOOLS WITHIN THE BOUNDARIES OF  
COMMUNITY HIGH SCHOOL DISTRICT 218, AS AMENDED  
AND RESTATED EFFECTIVE October 19, 2006**

ARTICLE I - GENERAL

Section 1. Name of Joint Agreement

This association shall be known as the Eisenhower Cooperative.

Section 2. Purposes

The purpose of the Eisenhower Cooperative shall be to plan and provide educational programs, services, and facilities for students with disabilities from member school districts, and to articulate the relevant curricular offerings of the member elementary school districts with those of Community High School District 218.

The Eisenhower Cooperative shall also provide in-service training and an audio-visual resource library relative to special needs for personnel of the member districts.

Section 3. Mission

The mission of the Eisenhower Cooperative shall be consistent with its purpose and shall be to:

- 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.

#### 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/Hazelgreen/Oak Lawn School District No. 126  
Worth School District No. 127  
Chicago Ridge School District No. 127.5  
Palos Heights School District No. 128  
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

Non-public schools within the boundaries of Community High School District 218 shall be eligible for membership in the Eisenhower Cooperative Audiovisual and Resource Library.

## 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 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.

## 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 all 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 a per pupil charge in an amount to be established by the Executive Board, with the total assessment for each district to be determined on a pro rata basis based upon the proportion the district's pupil count bears to the pupil count of all member districts as totaled from their respective annual Fall Enrollment and Housing Reports. 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, and assistive technology consultation) for the mentally handicapped, learning disabled, behavior disordered, physically handicapped, multiply handicapped, visually impaired, hearing impaired, traumatic brain injured, autistic 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.

## 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. Joint Agreement Billing and Payments

The “Joint Agreement 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 and central office staff, processing of member district special education and related services reimbursement claims to the Illinois State Board of Education, processing and administration of state and federal grants, and professional development programs. 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 Joint Agreement Billing. Fifty percent (50%) of the Joint Agreement Billing amount due for each fiscal year shall be billed by the May 15 preceding such fiscal year and payable July 1 of the fiscal year, and fifty percent (50%) shall be billed by November 15 of the fiscal year and payable January 1 of the fiscal year. The amount billed to each member district shall be calculated based on the Fall Enrollment and Housing Report for the current year prorata as described in Article II, Section 4 above.

B. Tuition Billing and Payments

The Cooperative funds the cost of its educational programs 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. Fifty percent (50%) of the net amount (gross amount minus personnel reimbursement) of the Tuition Billing due for each fiscal year shall be billed by July 15 of such fiscal year and payable September 1, and fifty percent (50%) shall be billed by February 1 of the fiscal year and payable March 15 of the fiscal year. An adjusted final bill for the Tuition Billing for each fiscal year shall be sent on July 15 of the ensuing fiscal year and will be payable September 15 of such ensuing fiscal year.

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 1 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 2 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 1. Voluntary Withdrawal from Membership

A member district may withdraw from the Eisenhower Cooperative by following the procedure provided for in Section 10-22.31(a) of the Illinois School Code (105 ILCS 5/10-22.31(a)) or any successor statute. Such withdrawing member must provide written notice to the Executive Board no later than January 1 of the school year in which the Member District desires to initiate withdrawal proceedings. Voluntary withdrawals shall become effective no earlier than July 1 of the calendar year following the calendar year in which the withdrawal process commences.

#### Section 2. Removal of Member District

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 this Joint Agreement.

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.

## 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).

Amended effective October 19, 2006