

**INTERGOVERNMENTAL AGREEMENT
SCHOOLS OF ILLINOIS PUBLIC COOPERATIVE (SIPC)**

THIS AGREEMENT is made and entered into by and between the school districts listed on Appendix A, attached hereto and expressly incorporated herein (the “Districts”). Appendix A may be amended from time to time as new school districts join or as school districts withdraw under the provisions of this Agreement.

WITNESSETH:

WHEREAS, the Illinois Constitution of 1970, Art. 7, § 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and the Governmental Joint Purchasing Act, (30 ILCS 525/0.01 et seq.) provide that units of local government and school districts may contract or otherwise associate among themselves to obtain or share services or to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, each of the parties to this Agreement is a school district with the power to purchase goods and services pursuant to the authority and limitations contained in the School Code, 105 ILCS 5/1-1, *et seq.*; and

WHEREAS, the Districts wish to join together to maximize their purchasing power and to preserve governmental resources by taking advantage of the reduced costs of goods and services associated with economies of scale as well as to conduct any and all other lawful activities that will benefit and improve the operational efficiency of the Districts.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the Districts agree as follows:

1. Establishment and Purposes.

a. The Districts hereby establish an intergovernmental joint purchasing cooperative in accordance with the provisions of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, and the Governmental Joint Purchasing Act.

b. The intergovernmental joint purchasing cooperative established by the Districts shall be known as the Schools of Illinois Public Cooperative or SIPC (the “Cooperative”).

c. The purpose of this Agreement is to:

(1) maximize the purchasing power of the Districts by utilizing economies of scale to reduce the cost of goods and services purchased by the Districts; and

(2) conduct all other lawful activities that will benefit and improve the operational efficiency of the Districts, thereby preserving public resources and promoting the cost-effective delivery of public services.

2. Governing Board and Officers.

a. Each District authorizing and executing this Agreement shall be a member of the Cooperative. The rights and privileges of membership shall be those defined by the Governing Board from time to time. Unless otherwise provided by a District, the representative from each member District shall be the District's superintendent.

b. There is created a Governing Board. The minimum number of members of the Governing Board shall be five (5) and the maximum number of members shall be seven (7). The initial members of the Governing Board shall be:

Kenneth Roiland, Director of Buildings and Grounds
Woodstock Community Unit School District 200

Mark Doan, Superintendent
Effingham Unit School District 40

Dan Cox, Superintendent
Staunton Community Unit School District 6

Tony Rossi, Executive Director for Facilities and Operations
Community Consolidated School District 59

Lindsey Hall, Superintendent
Mahomet-Seymour Community Unit School District 3

Each member of the Governing Board shall serve until a successor is elected and seated. Whenever a vacancy occurs on the Governing Board through resignation or otherwise, the vacancy shall be filled through an election by the remaining members of the Governing Board. Candidates for membership on the Governing Board shall be selected from among the representatives of the member Districts and presented to the Governing Board for election at a duly scheduled meeting.

c. No representative to the Governing Board shall receive any compensation, remuneration, or other payment for services on the Governing Board, except that expenses incurred at the direction of the Governing Board shall be reimbursed. Each representative to the Governing Board shall be indemnified and held harmless by the Cooperative for claims by third parties arising out of the discharge of his or her duties on the Governing Board. The Governing Board is empowered to perform all lawful acts necessary to accomplish the purposes of the Cooperative.

d. A simple majority of the members of the Governing Board shall constitute a quorum. Action by a majority of a quorum of members voting shall constitute an action of the Governing Board, unless another voting requirement is required by law for a specific action. The Governing Board shall adopt further rules and procedures as necessary for the functioning of the Cooperative. The Governing Board shall meet as frequently as necessary and as the Chairperson shall direct, but in no case less than once per year.

e. The Governing Board shall appoint one of its members as Chairperson. Under the oversight of the Governing Board, the Chairperson shall be responsible for the operations of the Cooperative. The principal office of the Cooperative shall be the Chairperson's business address.

f. The Governing Board shall appoint one of its members as Secretary. The Secretary shall prepare minutes of each meeting and shall send draft minutes to each member of the Governing Board not later than seven days after each meeting.

g. The Governing Board shall comply with the provisions of the *Open Meetings Act*, 5 ILCS 120/1 *et seq.*, and the *Freedom of Information Act*, 5 ILCS 140/1 *et seq.* All FOIA requests shall be directed to the District 47 FOIA Officer.

3. Funding

The Cooperative shall not require funding from member Districts, and member Districts shall not be required to appropriate any funds as a condition of membership in the Cooperative. All funding for the Cooperative shall come from either the explicit terms of the joint purchasing contracts into which the Cooperative enters or from the initiatives and services offered by the Cooperative for a fee.

4. Handling and Accounting of Funds.

a. The Chairperson shall be responsible for handling the financial matters of the Cooperative. This responsibility includes, without limitation, opening and maintaining a bank account for the exclusive use of the Cooperative, receiving funds on behalf of the Cooperative and depositing those funds into the Cooperative's bank account, paying the expenses of the Cooperative from the Cooperative's bank account with the prior approval of the Governing Board, and conducting all other financial transactions of the Cooperative as directed by the Governing Board. All checks, drafts, or other orders for payment of money and all notes or other evidence of indebtedness issued in the name of the Cooperative must be signed by the Chairperson.

b. On a quarterly basis, the Chairperson shall forward to each member of the Governing Board a report of all financial activity and expenditures of the Cooperative. The audited annual financial report of the Cooperative shall be sent to each member of the Cooperative upon its completion.

c. The fiscal year of the Cooperative shall be the twelve-month period ending June 30 of each year. The Chairperson shall annually prepare and submit to the Governing Board an audited report of the financial affairs of the Cooperative, compiled by a certified public accountant in accordance with generally accepted auditing principles as of June 30 of each year.

5. Amendment of Agreement.

An amendment of this Agreement shall take effect upon its approval by the boards of education of two-thirds of the Districts then parties to the Agreement.

6. Withdrawal.

a. Any party to this Agreement shall have the right to withdraw from the Agreement, as described in this section. The board of education of the withdrawing District shall pass a resolution declaring its intention to withdraw effective on a specified date, which date shall not be less than thirty (30) days from the date of its resolution, and shall send a certified copy of said resolution to the Chairperson not less than thirty (30) days before the effective date of withdrawal.

b. Withdrawal by any District shall not result in the discharge of any legal or financial liability incurred by such party before the effective date of withdrawal. All such liabilities shall continue until properly discharged or settled by the withdrawing party.

7. Duration of Intergovernmental Agreement.

This Agreement shall remain in full force and effect indefinitely until the occurrence of either of the following events:

- a) All Districts have withdrawn; or
- b) All remaining Districts mutually agree to terminate this Agreement by joint resolution passed by the boards of education of the Districts.

The termination of this Agreement shall not discharge any liability incurred by the Districts who are parties to this Agreement. After the effective date of termination, the Governing Board shall continue to exist for the limited purpose of discharging the debts and liabilities incurred pursuant this Agreement until the debts and liabilities have been fully discharged.

8. Counterparts.

This Agreement and any amendments thereto may be executed in any number of counterparts which taken together constitute a single instrument.

9. Severability.

In the event any provision or portions of this Agreement shall be declared unlawful or unconstitutional, or the applicability thereof to a member District is held invalid by a court of law, the constitutionality, applicability, or validity of the remainder of this Agreement shall not be affected thereby. This Agreement is to be construed pursuant to the laws of the State of Illinois.

10. Entire Agreement.

This Agreement constitutes the entire agreement between the member Districts with respect to the subject matter hereof and no prior agreement or understanding regarding any such matter shall be effective for any purpose upon the Effective Date of this Agreement.

11. Effective Date.

This Agreement shall become effective upon the authorization and execution of this Agreement by the boards of education of five or more school districts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and approved by the proper agent of each of the parties on the dates written below.

BOARD OF EDUCATION OF _____

By: _____
President, Board of Education

Date: _____

ATTEST: _____
Secretary, Board of Education

Date: _____

EXHIBIT A
Member School Districts