

**Mid-Valley Special Education Cooperative
Articles of Joint Agreement**



Amended April 3, 2024

**ARTICLES OF JOINT AGREEMENT
FOR THE
MID-VALLEY SPECIAL EDUCATION COOPERATIVE**

Article I: General Information

Section 1. Name of Joint Agreement

The name of this special education organization shall be the Mid-Valley Special Education Joint Agreement, hereafter referred to as the Mid-Valley Special Education Cooperative. The Mid-Valley Special Education Cooperative shall operate as a legal entity pursuant to Section 10-22.31 of the School Code (105 ILCS 5/10-22.31) or any successor statute.

Section 2. Purpose

The purpose of the Mid-Valley Special Education Cooperative is to provide comprehensive special education and related services to Member Districts for families with children with identified special education needs or students with social-emotional or behavioral needs. Included in the services and supports the Mid-Valley Special Education Cooperative shall provide are direct, special education or at-risk programs and services, related services, consultation, technical assistance, and staff development.

Section 3. Membership

School Districts 101, 301, 302, 303, and 304 are the Mid-Valley Special Education Cooperative Member Districts. A non-member public school district may petition Mid-Valley Special Education Cooperative for membership. The petition must be submitted in writing to the Governing Board (as defined in Article 2) of Mid-Valley Special Education Cooperative. If the Governing Board approves the proposed petition by 75% of those members present, it shall be submitted to the individual Boards of Education for approval. The Governing Board may impose additional terms and conditions of admission as it deems appropriate. Still, in all cases, the school district petitioning for membership must, at a minimum, provide a resolution adopted by their Board of Education stating the school district's agreement to abide by these Articles of Joint Agreement and Mid-Valley Special Education Cooperative's policies and procedures.

Unless the Governing Board provides otherwise, the new Member District must pay an admittance fee per pupil basis as designated by the Governing Board based upon the most current Fall Housing Report for the entire student population of the applicant school district. For the initial membership year, new Member Districts shall be assessed their pro rata share of the current fiscal year's administrative, supervisor, and operating and personnel costs, as detailed in Article III, Section 5.

Section 3A. Responsibilities of Member Districts

The Member Districts shall have the following rights and responsibilities as members of the Mid-Valley Special Education Cooperative:

1. Member Districts shall promptly and fully pay all bills for services submitted to them by Mid-Valley Special Education Cooperative;
2. Member Districts shall commit their Superintendents or designee to regularly attend the Governing Board meetings, which will be held monthly;
3. Member Districts shall have the right to receive appropriate services, programs, and administrative support from Mid-Valley Special Education Cooperative consistent with these Articles of Joint Agreement and Mid-Valley Special Education Cooperative policy;

4. Member Districts shall be responsible for providing a free appropriate public education to all students with disabilities residing within their respective school districts, whether the Member District or Mid-Valley Special Education Cooperative provides the special education services;
5. Member Districts shall assist the Governing Board in accomplishing the purposes outlined in these Articles of Joint Agreement. Further, Member Districts shall work collaboratively to provide for the needs of all special education students within the Member Districts;
6. Member Districts shall perform and provide such other services as determined by the Governing Board consistent with the law and the purpose of the Mid-Valley Special Education Cooperative;
7. Member Districts shall have other responsibilities as this Agreement outlines.

Section 4. Amendment of Joint Agreement

If a Member District desires to recommend a change to the Articles of Joint Agreement, the Member District shall submit the proposed modification to the Governing Board for review and consideration. If the proposed amendment to the Articles of Joint Agreement is approved by the Governing Board by a majority vote of those members present, it shall be submitted to the individual Boards of Education for approval. The Articles of Joint Agreement shall be amended upon approval by at least 75% of the Boards of Education of the Member Districts within 90 calendar days of the Governing Board's approval unless such time is extended by action of the Governing Board. The amendment to the Articles of Joint Agreement shall become effective upon the date of the Member District Boards of Education action approving the change to the Articles that meets the 75% threshold for approval unless a different effective date is specified.

Section 5. Procedures for Withdrawal of Member District from Joint Agreement

The Member District withdrawal process from the Joint Agreement is governed by Section [10-22.31 of the School Code. \(105 ILCS 5/10-22.31\)](#), which specifically outlines the withdrawal procedures outlined under the school code.

Section 5A. Voluntary Withdrawal by the Member District

1. Any Member District may seek to withdraw from the Mid-Valley Special Education Cooperative by following the process provided for in Section 10-22.31 of the School Code (105 ILCS 5/10-22.31) or any successor legislation.
2. A Member District seeking to withdraw from the Cooperative shall present a resolution from its Board of Education authorizing the withdrawal and a petition seeking withdrawal to the Governing Board. The petition for withdrawal must be submitted to the Governing Board by January 31 in the calendar year before the year in which the withdrawal becomes effective. The petition will be approved if all Member District Boards of Education support the withdrawal petition by written resolution. The Member District Boards of Education shall approve or deny the withdrawal petition on or before September 1 of the calendar year the petition was submitted, or the petition shall be deemed denied. Petitions approved by consent of the Member Districts shall be effective on July 1 in the calendar year following the year the petition was submitted.
3. If the petition for withdrawal is not approved by concurring resolutions of all of the Member Districts as provided above, the Member District seeking to withdraw may petition the Regional

Board(s) of School Trustees, which exercises jurisdiction over any of the Member Districts for withdrawal from the Cooperative as provided in Section 10-22.31 of the School Code. (105 ILCS 5/10-22.31) All withdrawals approved by the Regional Board(s) of School Trustees shall become effective on July 1 unless otherwise approved by the Governing Board.

4. Member Districts that voluntarily withdraw from the Mid-Valley Special Education Cooperative may request continued participation in select Mid-Valley Special Education Cooperative programs or services after withdrawal. Such a request shall be granted upon approval by a majority vote of the Governing Board. If the Governing Board allows a former Member District to continue to participate in Mid-Valley Special Education Cooperative services, the Governing Board shall enter into a written agreement with the former Member Districts setting forth the mutually agreed upon terms and conditions for participation.

Section 5B. Removal of Member District

Membership in Mid-Valley Special Education Cooperative is conditioned upon the Member District's continued compliance with the terms of these Articles of Joint Agreement and Mid-Valley Special Education Cooperative's policies. If the Governing Board finds that a Member District has materially breached these Articles of Joint Agreement or the Cooperative's policies, the Governing Board may put said Member District on written notice for such failure. Said notice shall detail the items that the Governing Board deems sufficient cause to justify removal of the Member District if not remedied. If, after ninety (90) calendar days from the date of the written notice to the Member District, or such other greater time as may be specified by the Governing Board, the Member District has not remediated the failure as determined by the Governing Board, the Governing Board may remove the Member District according to the following procedure:

1. **Notice.** Upon approval of the majority of the Governing Board, the Executive Director shall send written notice to the Board of Education of the Member District in question, specifying in detail the item(s) which the Governing Board deems sufficient cause to justify the removal of the Member District from Mid-Valley Special Education Cooperative.
2. **Hearing.** Should the Member District fail to take remedial action required in the notice to the satisfaction of the Governing Board, the Governing Board shall, upon reasonable written notice, call a special meeting, at which time the matter shall be brought before the Governing Board for hearing and action. At least thirty (30) days prior written notice of the time and place of such hearing shall be provided.
3. **Action.** A 75% vote of all the Governing Board members, excluding the representative for the Member District subject to the removal of proceedings, shall be required to terminate the membership of a Member District. Removal for membership shall not relieve the Member District of the obligations incurred during membership in Mid-Valley Special Education Cooperative, and such termination shall become effective by July 1 following the date of action by the Governing Board.

Section 5C. Accounting of Assets and Liabilities upon Withdrawal or Removal

If any Member District withdraws or is removed from Mid-Valley Special Education Cooperative, the Member District shall forfeit any claim or right it may have for any of Mid-Valley Special Education Cooperative's assets unless the Cooperative dissolves within five (5) years of the Member District's effective date of withdrawal or removal from the Cooperative or the Mades-Johnstone facility is sold within fifteen (15) years of such effective date. In that case, the

withdrawn or removed Member District shall be entitled to a distribution of assets by Article V, Section 2.A of these Articles of Joint Agreement. Notwithstanding the above, the Mid-Valley Special Education Cooperative shall return to the withdrawing or removed member board any unspent Federal or State Funds generated by students in the withdrawing Member District (i.e., "carryover").

Any withdrawn or removed Member District, however, shall continue to be liable for its proportionate share of any costs, expenses, and liabilities that the Mid-Valley Special Education Cooperative incurred while it was a Member District (the "Surviving Liabilities") and shall continue to pay the Surviving Liabilities until they have been paid in full. For purposes of this section, the Surviving Liabilities are intended to refer to liability arising from said Member District's transactions, events, acts, or omissions occurring on or before the effective date of the withdrawal or removal of that Member District. The Surviving Liabilities shall not include personnel costs accruing or attributable to any year after the effective date of the Member District's withdrawal or removal.

Section 5D. Legal Costs and Expenses Upon Withdrawal or Removal

In the event of withdrawal or removal proceedings under Section 5, the Member District is solely responsible for all legal costs and expenses incurred due to such proceedings, including but not limited to Mid-Valley Special Education Cooperative's attorney's fees, any auditor or accounting fees incurred by Mid-Valley Special Education Cooperative related to the withdrawal and costs related to the hearing before the Regional Board of School Trustees, including court reporter and other fees assessed by the Regional Board of School Trustees.

Article II: Organization and Operation

Section 1. Governing Board

The Mid-Valley Special Education Cooperative Governing Board shall consist of the superintendents or their designee/alternate from each Member District. Member Districts may temporarily appoint their special education liaisons as a Superintendent's designee. The Chairperson of the Governing Board shall be the Superintendent from District 303 or his designee responsible for conducting the Governing Board meetings and approving the agenda for such meetings. The Executive Director shall prepare agendas for Governing Board meetings with the advice and input of the members of the Governing Board. In addition to the Chairperson, there shall be a Vice Chairperson, a Treasurer, and a Secretary of the Governing Board for the Mid-Valley Special Education Cooperative. The Secretary shall keep and disseminate meeting minutes to Governing Board members. The Treasurer shall be the Business Manager from District 303. The Vice Chairperson of the Governing Board shall be determined by a majority vote of the Superintendents on or before the August board meeting.

Section 1A. Responsibilities of the Governing Board

The responsibility for the management and governance of the Mid-Valley Special Education Cooperative shall be vested in the Governing Board. The Governing Board has the following duties:

1. To receive and review proposed amendments to these Articles of Joint Agreement;
2. To adopt an annual budget after a public hearing by the School Code before September 1st of each year.

3. To determine the nature and extent of services Mid-Valley Special Education Cooperative shall provide to its Member Districts;
4. To determine the need for site acquisition, construction, and capital improvement and to take appropriate and necessary action to acquire essential sites, to build new construction or improve existing Mid-Valley Special Education Cooperative school buildings, and make appropriate and necessary capital improvements to Mid-Valley Special Education Cooperative's school buildings;
5. To expend funds as provided in the adopted budget for the fiscal year;
6. To incur debt as provided under the School Code;
7. To approve all payments and direct all appropriate action for payment of Mid-Valley Special Education Cooperative indebtedness;
8. To employ the Executive Director and to approve the employment of other personnel; to set salaries and terms of employment of same;
9. To approve the resignation and dismissal of any employee;
10. To evaluate the performance of the Executive Director on an annual basis;
11. To lease or purchase real estate for use by the Mid-Valley Special Education Cooperative, including, but not limited to, buildings, rooms, and grounds;
12. To adopt an annual calendar of monthly meetings and to hold such meetings by the laws of the State of Illinois;
13. To establish Governing Board committees as deemed necessary;
14. To establish basic policies and procedures relating to the provision of special education and related services to students throughout the Mid-Valley Special Education Cooperative on behalf of the Member Districts consistent with these Articles of Joint Agreement, the Individuals with Disabilities Education Act, the School Code, and such other policies and procedures necessary for the orderly and proper operation of the Cooperative consistent with these Articles of Joint Agreement;
15. To approve contracts of service providers, labor unions, and professional organizations and amendments to it;
16. To address such other matters and take action as necessary or appropriate for the operation of the Mid-Valley Special Education Cooperative as permitted by law and as consistent with these Articles of Joint Agreement.
17. To accept grants or gifts to the Mid-Valley Special Education Cooperative.

Section 2. Administrative District

District 303 shall be the administrative District. As the Administrative District, District 303 shall serve as the fiscal and legal agent for the Mid-Valley Special Education Cooperative. Additionally, the services provided by the Administrative District to the Cooperative and their costs shall be outlined in writing annually, as agreed upon by the Governing Board and the Administrative District at the March meeting of the Governing Board.

Section 3. Administrative Structure

Section 3A. Executive Director:

The Executive Director shall be directly responsible to the Governing Board and serve as the State Approved Director of Special Education on behalf of the Member Districts. The Executive Director shall be evaluated annually by the Governing Board. The Executive Director shall report directly to the Superintendent from District 303, which serves as the Administrative District, regarding day-to-day operations. The Executive Director shall also communicate with the Superintendents of the other Member Districts. Although communications shall be directed to the Superintendent of District 303, the Superintendent of District 303 must refrain from taking action separate from or inconsistent with the actions of the Governing Board.

Section 3B. Duties of Executive Director:

The Executive Director shall be responsible for the daily administration and management of the Mid-Valley Special Education Cooperative by these Articles of Joint Agreement, Governing Board policies and procedures, and applicable law. The Executive Director shall provide regular and timely reports to the Governing Board. The Executive Director shall recommend to the Governing Board the hiring or dismissal of such administrative, supervisory, certificated, and educational support personnel as the Executive Director deems appropriate. The Executive Director shall also establish applicable job duties and functions for all personnel and directly supervise and evaluate such personnel or appoint an appropriately certified designee(s) to supervise and evaluate all personnel. The Executive Director shall perform other duties as the Governing Board assigns.

Section 3C. District Liaisons & Chief School Business Officers (CSBOs)

The District Liaisons, which shall consist of representatives from each of the Member Districts who serve in the capacity of Director of Special Education Services and Chief School Business Officer or similar positions, shall be an advisory body to the Mid-Valley Executive Director and CSBO and shall not control either the Executive Director or the Governing Board of the Mid-Valley Special Education Cooperative. The Executive Director shall meet monthly with the District Liaisons, and the CSBO shall meet quarterly with the District CSBOs to seek advice and counsel relating to the daily administration and management of the Mid-Valley Special Education Cooperative and the needs of the Member Districts.

Article III: Program

Section 1. Arrangement for Physical Facilities

Member Districts shall provide classrooms for classes placed in their districts. The Mid-Valley Special Education Cooperative may build or acquire additional classrooms as the Governing Board approves. The funding for the construction of the Cooperative facilities must be recommended by the Governing

Board and approved by each of the Boards of Education of the Member Districts. The funding for any capital improvement project shall be equally shared among the Member Districts.

The Governing Board will develop a fund balance for capital improvement before districts incur additional fees. Member District Business Managers will meet annually to recommend to the Governing Board that the capital improvement balance be funded.

Section IA. Classroom Use Agreements

Each Member District furnishing a classroom shall receive rental payment as a tuition credit from Mid-Valley Special Education Cooperative for the expenses associated with using the classroom by the Mid-Valley Special Education Cooperative Classroom Use Agreement, which may be updated from time to time at the discretion of the Executive Director.

Section 2: Programs and Services

Mid-Valley Special Education Cooperative shall provide programs and services to the staff members of the Member Districts and the students identified as being disabled according to the Individuals with Disabilities Education Act, as well as those students identified by the Member Districts with social-emotional or behavioral needs. Those programs and services may include instructional, consultative, supervisory, administrative, diagnostic, transportation, and related services and any other services called for by the Individuals with Disabilities Education Act or [Article 14 of the School Code](#) or the implementing regulations for those laws. Article 14 outlines the services and supports available to children with disabilities in Illinois.

Section 2A. Determination of Programs

The Executive Director shall recommend to the Governing Board by March 1st of each year the nature and type of programs and services Mid-Valley Special Education Cooperative shall provide to the Member Districts for the next school year. The Governing Board shall approve such programs and services by the May board meeting of each year.

Section 2B. Commitment to Classroom Space

Before April 1 of each year, each Member District shall commit to the Executive Director and the Governing Board the location and number of classrooms to be offered for special education programs and services for the following school year and shall specify any current classrooms that will not be available for special education programs and services for the next year. The classroom space provided in the member districts shall be comparable in size, location, and quality to classrooms used to support students with disabilities enrolled in district-level programs.

Section 2C. Responsibilities of Member Districts who Host a Mid-Valley Special Education Cooperative Classroom

Mid-Valley Special Education Cooperative classrooms, the teachers, support staff, and students are considered an integral part of the learning community of the host school. The Host Buildings shall adhere to the following responsibilities:

1. Provide a classroom of comparable size and condition to other classrooms within the building;
2. Provide classroom furniture with the same style and quality as the other classrooms in the building, including chairs, tables, teacher desks, flags, shelves, and storage;
3. Technology in the classroom shall be consistent with other classrooms in the building, including phones, projectors, and other equipment;
4. Staff devices shall be provided to any Mid-Valley Special Education Cooperative certified staff members assigned to classrooms in the district for 100% of the time. These devices shall be the same as those provided to district staff;
5. Certified staff members assigned to the district less than 100% shall be provided access to a district device within the building for printing;
6. Staff access to a color printer to allow staff to provide visual supports and specialized materials for Mid-Valley Special Education Cooperative students;
7. Mid-Valley Special Education Cooperative staff shall be assigned the same access to building entry as the district staff (key fobs, district ID, continued access for weekend and summer work);
8. Mid-Valley Special Education Cooperative staff shall be assigned login names/passwords and email addresses;
9. Mid-Valley Special Education Cooperative classrooms and staff shall be supported with the same utilities, janitorial, and cleaning and maintenance support as other classrooms and staff within the building;
10. Mid-Valley Special Education Cooperative students shall be provided with a 1:1 device comparable to those offered to students of the same chronological age. The home district shall provide specialized AAC devices;
11. Mid-Valley Special Education Cooperative staff and families shall receive the same building and district communication regarding special events, school closures, and other notifications as district staff and families;
12. Personnel (building nurse, secretary, librarian, etc.) and spaces (gym, library, computer labs, etc) available to all students in the building;
13. Health services provided to the general population, including daily medication, first aid, screenings, and emergency care;
14. Opportunities for participation in the general education environment, non-academic activities, and extracurricular activities as identified in the child's Individualized Education Program (IEP);
15. Access to free or reduced lunch for students who meet the qualifications outlined in their home districts.

Section 2D. Responsibilities of Mid-Valley Special Education Cooperative and Staff Assigned to Host Buildings

1. Instructional support, supervision, staff evaluation, and student or staff discipline in collaboration with building and district administration;
2. Attendance shall be recorded by the Mid-Valley Special Education Cooperative's classroom teacher. If the Districts require that Mid-Valley Special Education Cooperative teachers take attendance at the school level as well, Mid-Valley Special Education Cooperative teachers shall support this request;
3. Facilitating IEPs and parent meetings with the home district team;
4. Providing specialized health services for conditions related to the student's disabilities, such as tube feeding, suctioning, etc;
5. Providing specialized technology, furniture, and equipment for students to access the school environment;
6. Following the host school's calendar regarding Parent/Teacher conferences and Open Houses;
7. Providing support for additional costs for color printing.

Section 2E. Responsibilities of Mid-Valley Special Education Cooperative Families

1. Completing the registration process for their home districts and Mid-Valley Education Cooperative Programs;
2. Completing the application for free & reduced lunches in their home districts;
3. Following the host school's drop-off and pick-up procedures guidelines, visiting the building, and participating in special events such as field trips or extracurricular activities.

Section 3. Transportation

Member Districts shall arrange for transportation of students attending Mid-Valley Special Education Cooperative programs. Billing and payment for transportation of special education students shall be handled directly between the carrier and the sending district. The Mid-Valley Special Education Cooperative shall arrange for students to be transported for vocational training and field trips during the school day. The Mid-Valley Special Education Cooperative shall bill the districts for the costs of transportation related to vocational training and field trips. The costs of these trips will not be included in the annual tuition.

Section 4. Employment of Mid-Valley Special Education Cooperative Staff

Mid-Valley Special Education Cooperative's program staff shall be the Mid-Valley Special Education Cooperative employees, including all appropriately credentialed special education teachers, related service personnel, and educational support personnel. Any full-time professional worker employed by the Cooperative who spends more than fifty percent (50%) of his/her time in one Member District shall not be required to work a different teaching schedule than the other professional workers in that Member

District. With the approval of the Governing Board, Member Districts may provide their staff to support specialized services such as Adaptive Physical Education. Member Districts shall receive payment in the form of a Tuition Credit for such services in those cases, pursuant to the terms outlined in Section 5D.

Section 5. Finance

The following subsections outline the financial responsibilities and processes that govern the Mid-Valley Special Education Cooperative. These provisions are designed to ensure a fair allocation of costs among Member Districts while also incorporating income from non-member District enrollments. The focus is on administrative, operational, and personnel costs and billing procedures.

Section 5A. Administrative and Supervisor Costs

Administrative staff and services costs will be allocated to Member Districts based on student enrollment in programs or related services. Tuition from non-member District enrollments will offset these costs.

Section 5B. Operating Costs

Mid-Valley Special Education Cooperative will provide essential classroom materials, equipment, and supplies. Operating costs will be divided among Member Districts, based on student enrollment in each program or service, and offset by tuition from non-member District students.

Section 5C. Personnel Costs

1. Program staffing costs will be prorated among Member Districts based on student enrollment, offset by tuition from non-member District students.
2. Costs for individual teaching assistants, nurses, or nursing assistants are the responsibility of the respective District.

Section 5D. Tuition Credits

1. Member Districts are entitled to various tuition credits as an offset to the cost of tuition. These credits will be included on the annual tuition bill.
2. Tuition credits may include Evidenced-Based Funding (EBF), Alternative Learning Opportunities Grant (ALOP), DORS STEP Grant, Medicaid FFS, room rental, Payment for district staff assigned to support Mid-Valley classrooms, administrative fees to St. Charles D303 and when applicable, overpayment of tuition from the previous school year.
3. The Mid-Valley CSBO, in collaboration with the Member District CSBOs, will meet annually to determine which, if any, of these credits will contribute to the fund balance or be paid directly to the school districts.

Section 5D. Billing

1. The Mid-Valley Special Education Cooperative will maintain an accounting system to determine each program's costs accurately. These costs will then be equitably apportioned among Member Districts based on student enrollment in each program.

2. Initial Billing: Participating Member Districts will receive an invoice in June or July, reflecting 70% of the estimated annual tuition for the upcoming academic year based on projected student enrollment.
 - a. This initial invoice is due by July 30th.
 - b. A second and final invoice, covering the remaining 30% of the annual tuition, will be sent out and is due by November 15th.
 - c. Year-End Reconciliation: A final accounting will occur after the fiscal year concludes. If there are discrepancies between estimated and actual costs, Member Districts will either be issued additional invoices or receive refunds as appropriate, or funds will be distributed to the Capital Improvement fund balance.

Section 5E. Administrative District Management Cost

Mid-Valley Special Education Cooperative will reimburse the Administrative District the direct costs for conducting the business of the Cooperative as agreed by the parties according to the expenses enumerated and outlined in writing and presented each year by the Administrative District by the Governing Board's March meeting. These administrative fees cover the costs of buildings and grounds, telephone service, instructional technology, mail service, and other items as needed. This reimbursement will be in the form of a tuition credit to the Administrative Agent.

Article IV: Services to Students Outside of the Mid-Valley Special Education Cooperative

The Executive Director, advised by District Liaisons, may recommend to the Governing Board the admission of students from other school districts outside the Member Districts if space and resources permit. The minimum tuition for these students will be 110% of their program costs, as defined by Section 14-7.01 of the School Code, which pertains to students with disabilities attending schools outside their home district. The Executive Director may also recommend to the Governing Board the removal of a student from the program, subject to approval by the Governing Board and in compliance with applicable laws.

Article V: Dissolution Procedures

Section 1. Dissolution Procedures

Dissolution of the Mid-Valley Special Education Cooperative may be authorized by the affirmative vote of 75% of the entire membership of the Governing Board in the following manner:

1. Any member of the Governing Board may submit a resolution with the Chairperson proposing that the Mid-Valley Special Education Cooperative be dissolved. The question of such a solution shall be submitted to a vote at a meeting of the Governing Board, which may be a regular or special meeting.
2. Written notice stating that the purpose, or one of the purposes, of a meeting is to consider the dissolution of the Mid-Valley Special Education Cooperative shall be given to each member of the Governing Board.

3. Such a motion shall be filed at least one year before the request of the effective date of dissolution.

Section 2. Effect of Dissolution

Upon dissolution, Mid-Valley Special Education Cooperative shall not carry on any business except that necessary to conclude and liquidate its businesses and affairs, including, but not limited to, liquidating and collecting receivables or causing the honorable dismissal or otherwise terminating the employees of the Mid-Valley Special Education Cooperative and taking such other actions as may be necessary to wind up the affairs of the Mid-Valley Special Education Cooperative.

Section 2A. Distribution of Assets

The Cooperative shall return to each then-current Member District any unspent Federal or State Funds generated by students in the Cooperative (i.e., "carryover"). Once the Mid-Valley Special Education Cooperative has accounted for all its remaining assets and liabilities, any remaining assets after such accounting and payment of liabilities shall be distributed evenly to each Member District. The proceeds shall be distributed evenly to each Member District if the Mades-Johnstone facility is sold.

Article VI: Savings Clause

If any section of these Articles of Joint Agreement violates any applicable statute or regulation, such section or part of the Articles of Joint Agreement shall be null and void and shall not be binding. To the extent that the purpose of and the ability to operate the Mid-Valley Special Education Cooperative remains unaltered, such partial invalidation of this Joint Agreement shall not affect the validity of the remainder of these Articles of Joint Agreement. If any section or part of these Articles of Joint Agreement violates any applicable statute or regulation, such section or part of the Articles of Joint Agreement shall be null and void and not binding. To the extent that the purpose of and the ability to operate the Mid-Valley Special Education Cooperative remains unaltered, such partial invalidation of any part of this Joint Agreement shall not affect the validity of the remainder of these Articles of Joint Agreement.

BATAVIA SCHOOL DISTRICT NO.101

By: _____, Board President on _____.

Attested by: _____, Board Secretary on _____.

CENTRAL SCHOOL DISTRICT NO. 301

By: _____, Board President on _____.

Attested by: _____, Board Secretary on _____.

KANELAND SCHOOL DISTRICT NO. 302

By: _____, Board President on _____.

Attested by: _____, Board Secretary on _____.

ST. CHARLES SCHOOL DISTRICT NO. 303

By: _____, Board President on _____.

Attested by: _____, Board Secretary on _____.

GENEVA SCHOOL DISTRICT NO. 304

By: _____, Board President on _____.

Attested by: _____, Board Secretary on _____.