

## **RESOLUTION**

### **66.0301 Intergovernmental Agreement**

#### **RE: eSucceed Virtual School 2021-2023 AGREEMENT**

**WHEREAS**, Wis. Stat. § 66.0301 and Wis. Admin. Code § PI 14.02 provide that municipalities, including school districts, may contract with one another for the joint exercise of any of their powers or duties as required or authorized by law; and

**WHEREAS**, the School District of Bruce, School District of Cadott Community, School District of Cornell, School District of Gilman, School District of Lake Holcombe, School District of New Auburn, and Stanley-Boyd Area School District (collectively, “the Consortium”) previously entered into an agreement under Wis. Stat., §66.0301 (“Agreement”) to establish eSucceed Virtual School (“Charter School”), a virtual instrumentality charter school serving grades Kindergarten -12, to jointly provide educational services to students through a virtual charter school; and

**WHEREAS**, the School District of Gilman (“Gilman”) agreed to authorize the instrumentality Charter School and serve as fiscal agent under that Agreement; and

**WHEREAS**, the Charter School will continue to be an instrumentality of and located in Gilman for purposes of Wis. Stat. §118.40 (3)(c)(1) and (7)(a).

**NOW THEREFORE**, it is hereby resolved that the school boards of the School District of Bruce, School District of Cadott Community, School District of Cornell, School District of Gilman, School District of Lake Holcombe, School District of New Auburn, and Stanley-Boyd Area School District, agree to share the services and costs of the staff and other costs of operation to provide students access to the Charter School according to an Amended Agreement, which will be executed between the Parties.

## INTERGOVERNMENTAL COOPERATION AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made by and between the School District of Bruce (“Bruce”), School District of Cadott Community (“Cadott”), School District of Cornell (“Cornell”), School District of Gilman (“the District”), School District of Lake Holcombe (“Lake Holcombe”), School District of New Auburn (“New Auburn”), and Stanley-Boyd Area School District (“Stanley-Boyd”)(each a “Member” and collectively the “Consortium” or “Members”) pursuant to Wis. Stat. § 66.0301 and Wis. Admin. Code § PI 14.02.

**WHEREAS**, Wis. Stat. § 66.0301 and Wis. Admin. Code § PI 14.02 provide that municipalities, including school districts, may contract with one another for the joint exercise of any of their powers or duties as required or authorized by law; and

**WHEREAS**, all of the Members are school districts in the State of Wisconsin that entered into an intergovernmental cooperation agreement in order to establish and jointly authorize eSucceed Virtual School (“Charter School”) serving grades Kindergarten - 12 pursuant to Wis. Stat. §§ 118.40(3)(c)1.a. and (8); and

**WHEREAS**, this agreement is intended to define and establish the respective roles and responsibilities of the Members as related to the charter school.

**NOW THEREFORE**, the Members agree as follows:

1. **Charter School**. The charter school established and jointly authorized by the Members shall be known as eSucceed Virtual School (“eSucceed”). The District has entered into a charter school contract (“Charter Contract”) with the eSucceed Virtual School, Inc. Governance Board (“Governance Board”) to operate eSucceed, and the Members agree and acknowledge that such Charter Contract shall include provisions to ensure that the Governance Board has all powers necessary to carry out the terms of the Charter Contract including, but not limited to the following:
  - a. To receive and disburse funds for school purposes;
  - b. To secure appropriate insurance;
  - c. To enter into contracts, including contracts with a University of Wisconsin institution or college campus, technical college district board, or private college or university, for technical or financial assistance, academic support, curriculum review, or other services;
  - d. To incur debt in reasonable anticipation of the receipt of funds;

- e. To pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit;
  - f. To solicit and accept gifts or grants for school purposes;
  - g. To acquire real property for its use;
  - h. To sue and be sued in its own name; and
  - i. To make decisions regarding charter school operations and procedures including, but not limited to:
    - 1.) Budget expenditures, grant funds, and funds donated specifically to the Charter School or generated through sales of Charter School equipment;
    - 2.) Calendar and daily schedule;
    - 3.) Curriculum and instruction;
    - 4.) Policies and procedures specific to the daily operations of the Charter School;
    - 5.) Facilities utilized by the Charter School; and
    - 6.) Marketing, registration, and enrollment processing.
2. **Virtual Charter School Classification.** The Charter School shall be classified under Wis. Stat. § 115.001(16) as a “virtual charter school,” defined as a charter school under contract with a school board under Wis. Stat. § 118.40 in which all or a portion of the instruction is provided through means of the Internet, and the pupils enrolled in and instructional staff employed by the school are geographically remote from each other.
3. **Location.** Pursuant to Wis. Stat. § 118.40(8)(a)2, the Charter School shall be located in the School District of Gilman. The Members may authorize the use of one or more physical locations for ancillary purposes including, but not limited to, providing curriculum-based Internet access to Charter School students, conducting in-person classroom sessions, and providing general student support. In no event, however, shall the use of a physical location be permitted to the extent that it may affect the Charter School’s classification as a “virtual charter school” or its location in the School District of Gilman pursuant to Wisconsin law.
4. **Instrumentality.** Pursuant to Wis. Stat. §118.40(7), the Charter School shall be an instrumentality of School District of Gilman. The District shall have the authority to employ staff for the Charter School or to contract with CESA 10, or another third-party educational agency of a similar nature, for such purposes.

5. **Proration of Costs.** For each school year, each Member’s “Total Prorated Costs” shall be based on the following:

A. Grades K-5:

1. The number of pupils who are residents of a Consortium member’s school district and enrolled full-time at eSucceed, multiplied by the equivalence of the per pupil open enrollment revenue amount statutorily determined under Wis. Stat. §118.51 for the school year of enrollment.
2. The number of pupils enrolled full-time at the Charter School through open enrollment multiplied by the per pupil revenue amount statutorily determined under Wis. Stat. §118.51 for the school year of enrollment.

B. Grades 6-12:

1. The number of pupils who are residents of a Consortium member’s school district and enrolled full-time at eSucceed, multiplied by the cost per course or credit for each student as determined by the District. Textbooks and course supplies are the expense of the Consortium member school districts.
2. The number of pupils enrolled full-time at the Charter School through open enrollment multiplied by the per pupil revenue amount statutorily determined under Wis. Stat. §118.51 for the school year of enrollment.

6. **Consortium Membership Fee.**

A. Each Member shall pay a Consortium Membership Fee to the District on or prior to July 1<sup>st</sup> annually for the following school year. The Consortium Membership Fee shall be equivalent to one (1) pupil open enrollment revenue amount statutorily determined under Wis. Stat. §118.51 for the school year of enrollment. The membership fee secures at least one student enrollment annually for the member district. The membership fee will be a first dollars credit toward the members student enrollment fees at eSucceed Virtual School for the year of membership

B. The District shall have the authority to adjust the Consortium Membership Fee for the following school year by providing notice of such adjustment to the Members by December 31<sup>st</sup> of the school year prior to such adjustment.

7. **Annual Budget.** Based upon the expected revenue for the following school year, the District shall prepare and distribute to the Board of Education of both Parties, the Charter School’s annual budget for such school year. The annual budget for each upcoming school year shall be approved by the Board of Education of both Parties prior to the

beginning of the Charter School's Fiscal Year (the "Approved Annual Budget"). The Approved Annual Budget shall include all of the applicable direct instructional costs, and all applicable support service and non-program costs, such as administrative salaries and services, audit costs, fiscal services, custodial services, utilities, maintenance services, space rental, and building administration. "Fiscal Year" shall mean the annual period commencing July 1 through June 30. Prior approval from the each Party's Board of Education shall be required prior to any budget variations.

8. **Payment of Prorated Costs.** The Total Prorated Costs for each Member shall be determined annually prior to June 30th for the following school year. Each Member shall pay the Charter School its Total Prorated Costs for the school year in two equal payments on October 15 and February 15 of such school year (each a "Payment Date").
9. **Actual Cost Adjustments.** Within fifteen (15) days after each Payment Date, the Charter School shall provide each Member with an Actual Enrollment Report. The Actual Enrollment Report shall contain a recalculation of the Member's most recent Total Prorated Costs figure by utilizing the Member's actual enrollment at the Charter School as of the most recent Payment Date (the "Total Actual Costs"). Other than the modification stated in the previous sentence, the calculation of the Total Actual Costs shall be consistent with Section 5. In the event that the resulting Total Actual Costs figure, if substituted for the Member's most recent Total Prorated Costs figure for the current school year, would have resulted in a higher payment for the most recent Payment Date, then such Member shall pay the difference (the "Cost Adjustment") to the Charter School by December 1 if the most recent Payment date was October 15, or by May 1 if the most recent Payment Date was February 15. This paragraph shall have no effect if the Total Actual Costs figure for a particular Payment Date would have resulted in the same or a lower payment for such Payment Date. This paragraph shall additionally have no effect on the payments due on each Payment Date pursuant to Section 5 above.
10. **State Aid Reimbursements.** State aid reimbursements shall be prorated to the Members on the same basis as the proration of costs. Pupil membership, for state aid purposes, shall be counted by each pupil's school district of residence.
11. **Annual Revenue Surplus.** For each Fiscal Year during this Agreement, each Eligible Member (as defined below) shall be entitled to receive a distributive share of the Charter School's Annual Revenue Surplus, in the event one exists. The manner of calculating and distributing the Annual Revenue Surplus are set forth below.
  - a. **Calculation.** An "Annual Revenue Surplus" for a Fiscal Year shall exist only in the event that the balance in the Fund 99 account of the Charter School at the conclusion of such Fiscal Year, and after all necessary costs for the continued operation of the Charter School have been paid in full, exceeds twenty-five

percent (25%) of the Approved Annual Budget for the school year within that Fiscal Year, and in such event, the Annual Revenue Surplus shall be equal to the amount of the account balance that exceeds twenty-five percent (25%) of the Approved Annual Budget in that Fiscal Year.

b. **Distribution.** For each Fiscal Year, the Annual Revenue Surplus shall be divided and distributed as set forth below:

1.) To the extent that the Annual Revenue Surplus amount for a Fiscal Year is less than or equal to the total combined Consortium Membership Fees paid by all Eligible Members for such Fiscal Year (“Combined Membership Fees”), the Annual Revenue Surplus shall be divided equally among the Eligible Members.

2.) In the event the Annual Revenue Surplus for a Fiscal Year exceeds the Combined Membership Fees for such Fiscal Year, the portion of the Annual Revenue Surplus that equals the Combined Membership Fees for such Fiscal Year shall be divided equally among the Eligible Members. The excess amount shall then be divided among the Eligible Members in proportion to the Total Costs (defined below) paid by each Eligible Member during such Fiscal Year, but capped for each Eligible Member at the Total Costs paid by such Eligible Member during the Fiscal Year. In the event there exists any remaining Annual Revenue Surplus after the divisions described in this paragraph, the remaining amount shall be divided equally among the Eligible Members. For purposes of this paragraph, “Total Costs” shall mean the sum of an Eligible Member’s Total Prorated Costs and Cost Adjustments during the Fiscal Year.

3.) Each Eligible Member’s share of the Annual Revenue Surplus shall be paid by the Charter School within sixty (60) days after the end of the Fiscal Year for which the Annual Revenue Surplus exists.

c. **Eligibility.** A Member shall be an “Eligible Member” for a given Fiscal Year (as that term is used in Section 6.b.) if it meets both of the following requirements: (1) its Membership has not been terminated under Section 18 below as of the last day of such Fiscal Year, and (2) it is not in default of any provision of this Agreement. If a Member does not meet the preceding requirements for a given Fiscal Year it shall not be entitled to receive any portion of the Annual Revenue Surplus for such Fiscal Year.

**12. Annual Revenue Deficit.** For each Fiscal Year during this Agreement, each Obligated Member (as defined below) shall be required to pay an equal share of the Charter School’s Annual Revenue Deficit, in the event one exists. An “Annual Revenue Deficit”

for a Fiscal Year shall exist only in the event that the balance in the Fund 90 account of the Charter School at the conclusion of such Fiscal Year, and after all necessary costs for the continued operation of the Charter School have been paid in full, is less than the balance on the first day of such Fiscal Year, and in such event, the amount of the Annual Revenue Deficit shall be the amount of the balance decrease during such period. Each Obligated Member shall pay its equal share of the Annual Revenue Deficit to the Charter School within thirty (30) days after the end of the Fiscal Year for which the Annual Revenue Deficit exists. A Member shall be an “Obligated Member” for a given Fiscal Year if it was a Member on the first day of such Fiscal Year.

13. **Grant Reimbursements.** Notwithstanding any other provision of this Agreement, in the event that at any time before or after termination of the Charter Contract the Charter School is liable to reimburse any grantor for grant funds received and expended by the Charter School, each Member who is a Member on the first day of the Fiscal Year in which such liability arises shall be responsible for a share of the reimbursement amount, with such share to be calculated based on the proportion of each Member’s number of resident students who were at the Charter School during such Fiscal Year.
14. **Admissions.** The Charter School shall be open to students in grades K-12. Admission policies and procedures to the Charter School shall be as provided in the Charter Contract. In the event the number of students seeking to enroll in the Charter School exceeds the enrollment limits, admission preference shall be given in accordance with the Charter Contract.
15. **Statutory Operator and Fiscal Agent.** The School District of Gilman shall be the operator and Fiscal Agent for the Charter School for all grants, administrative services, and operations, and perform the following tasks on behalf of the Charter School:
  - a. Establish and maintain records in accordance with the uniform financial accounting system prescribed by the Wisconsin Department of Public Instruction (“Department”) under §115.28(13), Wis. Stat.
  - b. File all required reports with the Department.
  - c. Upon request of the Department, file a copy of this Agreement and/or the Charter Contract and the plan of operation of the Charter School with the Department.
16. **Additional Services Provided by Fiscal Agent.** The District shall provide the following services to the Charter School:
  - a. **Administrative Services.** The District will provide operations and administrative services such as purchasing, accounting, bookkeeping, risk management, auditing, cash management, pupil services, pupil testing, and record keeping.

- b. Special Education. Each Member shall be considered the Local Education Agency (“LEA”) for purposes of its own resident students attending the Charter School. The District shall be considered the LEA for students open enrolled in the District and attending the Charter School. In the event that special education services are not provided by a Member’s school district and such services are instead provided by the Charter School on behalf of such Member, the District shall be reimbursed by the Member for the services provided.
  - c. Liability Insurance. The Charter School shall provide insurance for all operations and personnel involved in the operations and governance of the Charter School, including without limitation, commercial general liability, umbrella, school leader’s error and omission/educators’ legal liability, fidelity bond/crime, fire and extended coverage and property damage for those acts reasonably related to the operations of the Charter School. Liability for claims and judgments of any nature whatsoever, arising out of the activities under this Agreement and operation of the Charter School, not covered by liability insurance, shall be shared by the participating Members jointly and severally. The insurance costs attributable to the Charter School shall be paid by the Charter School.
  - d. Teacher Licensure and Staff Background Checks. The District, or a third-party agency contracted by the District for employment purposes, shall ensure that all staff providing services to the Charter School hold current and appropriate licenses or permits as required by law and shall also conduct all required pre-employment background screening for all prospective staff of the Charter School.
  - e. Student Discipline. Students at the Charter School will be subject to the District’s policies and procedures for discipline and Wis. Stat. §118.40(8)(g). In the event a disciplinary action triggers due process obligations under state or federal law, the student’s resident district, as the LEA, will be responsible for meeting such obligations.
  - f. Audit. Funds provided by or procured for the Charter School are subject to the District’s fiscal accounting procedures, including audits, and will be included in the District’s financial statements as determined by its audit team.
  - g. Independent Audit: The Charter School will conduct an independent audit of all Charter School financial statements as determined by its audit team.
17. Personnel Costs. The District shall pay all personnel costs for the staff of the Charter School and shall be reimbursed for such costs from the Approved Annual Budget.



18. **Administrative Fee for Fiscal Agent.** The District shall be entitled to annual compensation for performing the services described herein (“Administrative Fee”). The Administrative Fee for each school year shall not exceed three percent (3%) of the Approved Annual Budget for such school year as determined pursuant to Section 5.b. above. The Administrative Fee for each school year shall be paid to the District on or prior to March 31<sup>st</sup> of such school year from the Charter School Fund 90 account.
19. **Indemnification of Fiscal Agent by Other Members.** Each Member, other than the District, hereby holds harmless, defends and indemnifies the District (and its board of education and all of its affiliates, officers, employees and representatives) from and against each and every demand, claim, loss, liability, or damage of any kind, including actual attorney’s fees and expenses, whether in tort or contract, whether personal injury or property damage, arising from or in connection with the District’s performance of its duties in this Agreement. It is not the intent of any Member to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. § 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Amended Agreement.
20. **Joint Responsibilities.** The Members shall perform the actions below jointly and collaboratively.
- a. **Charter Contract.** The Members shall decide upon the renewal or non-renewal of the Charter Contract. No Member shall be obligated to agree to a renewal of the Charter Contract at the expiration of the contract’s term. If the circumstances arise, the Members shall decide, pursuant to the Charter Contract and upon the recommendation of Gilman’s District Administrator, whether grounds exist to terminate the Charter Contract, and if so, whether the contract should be terminated.
- c. **Insurance.** Each Member shall name all other Members to this Agreement as additional insureds on all insurance policies applicable to students attending the Charter School.
- d. **Decision-Making and Dispute Resolution.** To the extent not otherwise set forth in this Agreement or the Charter Contract, the Members agree to jointly contribute to the ongoing development and implementation of the Charter School. Unless stated otherwise herein, decision-making as to any matter shall be made by majority vote of the Members. In the event a dispute, claim, question, or disagreement among the Members cannot be resolved by majority vote or other provisions of this Agreement, the Members shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests and the interests of the Charter School and its students and staff, attempt to reach a

just and equitable solution satisfactory to the Members. If they do not reach such solution within a period of sixty (60) days, then the Members agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

21. **Term, Renewal and Termination.** This Agreement shall run concurrently with the Charter Contract and any renewals thereof, and shall terminate upon the expiration or termination of the Charter Contract.
22. **Membership Term; Member Withdrawal.** Each Member's rights and obligations under this Agreement ("Membership") begin on the date hereof and continue until June 30, 2023. A Member may renew its Membership for subsequent two (2) year terms thereafter (each a "Renewal Term") so long as such Member is not in default of any provision of this Agreement or removed by the other Members as set forth in Section 18 below. In the event a Member desires to withdraw from this Agreement and terminate all of its rights and obligations herein upon conclusion of the Initial Membership Term or any Renewal Term, such Member ("Withdrawn Member") must provide notice in writing to the School District of Gilman's District Administrator at least six (6) months prior to the end of such term. Any outstanding obligations under this Agreement of a Withdrawn Member shall survive such Withdrawn Member's withdrawal.
23. **Member Removal.** The Members may, by Supermajority Vote (defined below), determine that a Member's Membership should be terminated and such Member ("Removed Member") be removed as a party to this Agreement. The Members may remove a Member for any reason, including, but not limited to, the Removed Member's continually low enrollment numbers, poor cooperation with Members, lack of timeliness in satisfying its obligations under this Agreement, or insufficient efforts marketing the Charter School to its resident students. If such vote occurs during a school year, such termination shall take effect upon conclusion of the current Fiscal Year and the Removed Member's obligations under this Agreement shall remain in effect until such time. If such vote occurs after the conclusion of a school year and prior to the following school year, then such termination shall be effective immediately for the following school year. Any outstanding obligations under this Agreement of a Removed Member shall survive such Removed Member's removal. "Supermajority Vote" shall mean the affirmative vote, approval, or consent, as the case may be, of more than sixty-five percent (65%) of the Members other than the Member that is the subject of such vote.
24. **Default.** In the event a Member fails to perform any of its obligations under this Agreement, it shall not be in default unless another Member provides all Members with notice of the nonperformance and the nonperforming Member fails to fully cure the nonperformance within thirty (30) days after such notice is received. In the event of a

default, the non-defaulting Members may unanimously agree to take any of the following actions: (1) jointly pay any deficient cost contributions or Consortium Membership Fees of the defaulting Member as needed and determined by the performing Members; (2) terminate the defaulting Member's Membership and terminate such Member's status as a party to this Agreement immediately or at a future date; and (3) pursue all other rights and remedies available to the Members by law.

**25. Miscellaneous.**

- a. Governing Law. This Agreement shall be governed by the law of the State of Wisconsin. If this Agreement references a provision of the Wisconsin Statutes or United States Code or implementing code, rule, or regulation, and such provisions, code, rule, or regulation is subsequently amended, such reference in this Agreement shall be deemed to be amended to conform to the amended provision, code, rule, or regulation.
- b. Entire Agreement. This Agreement sets forth the entire agreement between the Members with respect to the subject matter of this Agreement. All prior agreements, including the 66.0301 agreement signed by the Members on July 20, 2020, contracts, representations, statements, negotiations, understandings and undertakings are superseded by this Amended Agreement.
- c. Severability. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Members shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent the agreements of the Members herein set forth.
- d. Amendments. No amendment to this Agreement shall be effective unless the same is in writing and signed by the authorized representatives of all Members.
- e. Assignment. This Agreement is not assignable by any Member without the prior written consent of all other Members.
- f. Non-waiver. Except as provided herein, no term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Member claimed to have waived or consented. No consent by any Member to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse of any different or subsequent breach or default.

- g. Force Majeure. No party shall be liable or responsible to the other party, for any delay in fulfilling or performing its responsibilities hereunder, when and to the extent such failure or delay is caused by or results from the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, explosion, epidemic, pandemic, or other outbreak of serious disease; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; and (e) national or regional emergency.
- h. Counterparts: Signature by Facsimile or Electronic Mail. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement. A signature delivered by facsimile or electronic mail shall be considered an original for purposes of this Agreement.

**26. Membership Expansion.** Districts requesting vested membership must agree to all terms of this agreement. A new district's membership will be authorized by a simple majority vote of the current members. Districts that are approved for membership will have an initial membership fee of \$50,000 plus the second year membership fee which may be paid in one installment prior to enrollment of any students or in two (2) equal installments with the first installment due prior to enrollment of any students in year one of membership and the second installment due prior to June 1st of the second academic year. The membership fee for year two will be a first dollars credit to the district's year two student enrollment fees.

**27. Affiliate Membership.** An affiliate membership is a membership that allows a school district to enter the consortium without making the commitment of a vested membership. A district that chooses an affiliate membership does not have a vote on the administrative advisory committee and is not eligible for a share of surplus as described in section 11.

The Affiliate Membership Fee shall be equivalent to one (1) pupil open enrollment revenue amount statutorily determined under Wis. Stat. §118.51 for the school year of enrollment. The membership fee secures at least one student enrollment annually for the member district. The membership fee will be a first dollars credit toward the members student enrollment fees at eSucceed Virtual School for the year of membership. The Affiliate Membership Fee is due to the District on or prior to July 1<sup>st</sup> annually for the following school year.

The District shall have the authority to adjust the Consortium Membership Fee for the following school year by providing notice of such adjustment to the Members by December 31<sup>st</sup> of the school year prior to such adjustment.

For each school year, each Affiliate Member's "Total Prorated Costs" shall be based on the number of pupils K-12 who are residents of an affiliate member's school district and enrolled full-time at eSucceed, multiplied by the equivalence of the per pupil open enrollment revenue amount statutorily determined under Wis. Stat. §118.51 for the school year of enrollment.

**IN WITNESS WHEREOF**, the Members have caused this Agreement to be executed by their duly authorized representatives as of the date written below. Through their signatures, the representatives of the Members confirm that this Amended Agreement was adopted by resolution of the Member’s Board of Education and consequently, the representative has full authority to execute this Amended Agreement.

*[Amended Agreement Continues on Next Page]*

**SCHOOL DISTRICT OF BRUCE**

By: \_\_\_\_\_  
School Board President

ATTEST: \_\_\_\_\_  
School Board Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHOOL DISTRICT OF CADOTT COMMUNITY**

By: \_\_\_\_\_  
School Board President

ATTEST: \_\_\_\_\_  
School Board Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHOOL DISTRICT OF CORNELL**

By: \_\_\_\_\_  
School Board President

ATTEST: \_\_\_\_\_  
School Board Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHOOL DISTRICT OF GILMAN**

By: \_\_\_\_\_  
School Board President

ATTEST: \_\_\_\_\_  
School Board Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHOOL DISTRICT OF LAKE HOLCOMBE**

By: \_\_\_\_\_  
School Board President

ATTEST: \_\_\_\_\_  
School Board Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHOOL DISTRICT OF NEW AUBURN**

By: \_\_\_\_\_

School Board President

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

School Board Clerk

Date: \_\_\_\_\_

**STANLEY-BOYD AREA SCHOOL DISTRICT**

By: \_\_\_\_\_

School Board President

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

School Board Clerk

Date: \_\_\_\_\_

*[Signature Page of Intergovernmental Cooperation Agreement]*