

INTERGOVERNMENTAL AGREEMENT
For the
CAREER EDUCATION ASSOCIATES OF NORTH CENTRAL ILLINOIS

This Intergovernmental Agreement is executed pursuant to the provision of the Intergovernmental Cooperation Clause of the Illinois Constitution (Ill. Const. 1970, Art. VII, Sect. 10), as well as the provisions of the Intergovernmental Cooperation Act of 1973 (Ill. Rev. Stat. 1985, Ch. 127, . Par. 741, et seq).

ARTICLE I – GENERAL

Section 1.1 – Name of Agreement

The name of the Regional Secondary Vocational Education System formed hereunder shall be known as the Career Education Associates of North Central Illinois, hereinafter referred to as the SYSTEM.

Section 1.2 – Purpose

The purpose of this agreement is:

- To provide quality vocational programs in an efficient manner for students who are enrolled in a participating school district and which are approved by the BOARD OF GOVERNORS.
- To assure that all students attain a satisfactory level of achievement appropriate to either immediate employment or advanced education in preparation for later employment.
- To assure that SYSTEM programs and services will include a systematic program of curriculum renewal, staff development, and equipment modernization, each developed in conjunction with employers in the geographical area.
- To provide equal access to SYSTEM programs in an equitable manner.
- To employ a director and other professional staff for such programs as may be required.
- To provide for the coordination and financing of such programs.

Section 1.3 – Membership

1.3.1

Membership of the SYSTEM shall be made up of the following school districts:

Belvidere, District 100
Byron, District 226
Harlem, District 122
Hononegah, District 207
Meridian, District 223
North Boone, District 200
Rockford, District 205
South Beloit, District 320
Winnebago, District 323

1.3.2

Membership in the Intergovernmental Agreement shall be continuous, and member districts shall be bound hereby, from year to year unless any member district complies with the withdrawal provision of this agreement which is contained in Article VII.

1.3.3

Districts desiring to join the intergovernmental agreement after its initial formation date may be admitted only by a vote of the Governing Board as provided by Article II, Section 2.1 of this document. Such districts shall pay any assessment established by the BOARD including, but not necessarily limited to, a fair and equitable assessment for previous program development expenses.

Admission to the intergovernmental agreement shall be by petition by the district Boards of Education and shall be voted upon by the BOARD of the SYSTEM at an open public meeting.

ARTICLE II – ORGANIZATION AND OPERATION

Section 2.1 – Governing Board

2.1.1

The BOARD of GOVERNORS, hereinafter referred to as the BOARD, shall be composed of the Superintendent or acting Superintendent from each of the member districts.

The Superintendents or Acting Superintendents of the Educational Service Regions of Boone-Winnebago, Lee, Ogle, and Whiteside counties shall serve as ex-officio members of the BOARD without a right to vote.

Each community college lying within the member districts signing the cooperative agreement will be entitled to one ex-officio membership on the board, without right to vote.

2.1.2

The Board will annually elect a President, Vice President, Secretary and Assistant Secretary who will serve for a term of one year, or until their respective successors have been elected and have assumed their offices. The Vice President shall serve as President in the absence of the President and the Assistant Secretary shall serve as Secretary in the absence of the Secretary.

An election of officers will take place following ratification by not less than 13 of the charter members. This initial meeting shall be called by the superintendent of the Educational Service Region of Boone-Winnebago counties. The first slate of officers will serve through June 30, 1987. Future elections will be held at the regular annual meeting for each year as fixed by the policy of the BOARD with the terms commencing July 1 and ending June 30 of the following year.

If an officer resigns during his/her term, the BOARD shall replace that officer at its next meeting.

2.1.3

The representative of each member district will be the Superintendent or acting Superintendent who shall have one vote.

2.1.4

The BOARD of GOVERNORS will meet at least once each quarter and at other times as needed. Regular meeting dates shall be fixed by the policies and special meetings shall be called by the President or any three board members. Written notice of the meetings must reach all members at least 48 hours in advance of the meeting. These notices should contain the time, place and purpose of the meeting. Notice of all meetings shall be in accordance with the Open Meetings Act (Ill. Rev. Stat. 1985, Ch. 102, Par. 42, et seq).

2.1.5

A quorum of the BOARD will consist of a majority of its voting members present. Proxy voting shall not be permitted.

2.1.6

A quorum being present, the action of the BOARD shall be determined by a majority of the members voting on the issue, except as provided elsewhere in this agreement.

Section 2.2 – Function of the BOARD OF GOVERNORS

2.2.1

The BOARDS OF GOVERNORS will develop and approve general policies which are necessary for the efficient operation of the agreement.

2.2.2

The BOARD will be responsible for the adoption of an annual budget and provision for sound fiscal management for the SYSTEM. This shall include the assessment of administrative costs, capital outlay costs and program tuition costs against the member school districts.

2.2.3

The BOARD shall approve the employment of all staff hired as a part of this agreement.

2.2.4

The BOARD will conduct planning and coordinating activities for the career programs of the constituent districts of the agreement as may be required.

2.2.5

The BOARD will conduct its meetings in accordance with the requirements of the Illinois Open Meetings Act and Robert's Rules of Order.

Section 2.3 – Administrative Agent

2.3.1

The Office of the Regional Superintendent of Schools of Boone-Winnebago Counties will be designated as Administrative Agent.

The designation of the Administrative Agent under this agreement may be changed or altered by the BOARD upon approval by two-thirds (2/3) of the votes of the BOARD as outlined in Article II, Section 2.1.3. The effective date of any change of designation of Administrative Agent will be the beginning of the agreement's next fiscal year, i.e. July 1, except as provided in the following paragraph. A vote to change the designation of the Administrative Agent must occur prior to March 31 in order to be effective for the upcoming fiscal year.

After a vote to change the Administrative Agent, the BOARD and the prior and new Administrative Agent may agree in writing to accelerate or postpone the effective date of the change.

2.3.2

The Administrative Agent will perform as the legal fiscal agent for the SYSTEM as if under the provisions of state and federal laws, rules, regulations and guidelines.

Section 2.4 – System Director

2.4.1

The BOARD will appoint a Director who may be:

- a. an employee of a member district and under contract to The SYSTEM or,
- b. an employee of the administrative agent.

2.4.2

The Director will be responsible to the BOARD and will administer the Intergovernmental agreement in accordance with the policies and other directives adopted by the BOARD.

2.4.3

The Director will be responsible for the operation of the intergovernmental agreement and will carry out the policies of the BOARD and shall report directly to the BOARD.

2.4.4

The Director will prepare a budget with support of the Administrative Agent for approval by the BOARD and will make such other reports and perform such other duties as may be required by law.

Section 2.5 – Advisory Committees

2.5.1

The Board shall establish appropriate Advisory Committees.

2.5.2

Advisory Committees may be composed of representatives from the education community, the general public, labor, employer groups, and students.

2.5.3

The Advisory Committees may advise the Board regarding the planning and operation of the System programs and services.

2.5.4

The Advisory Committees shall organize themselves as directed by the Board.

ARTICLE III – PROGRAMS

Section 3.1 Types of Programs

3.1.1

The SYSTEM shall provide programs and services designed to meet the career and technical education needs of youth and adults, as determined by the Board. The programs shall meet the policies and regulations of the Illinois State Board of Education.

3.1.2

The SYSTEM may not require any Member District to offer programs and services or to require any Member District to participate in SYSTEM programs or services.

Section 3.2 Management of Programs

3.2.1

The System Director shall develop a regional career and technical education plan designed to meet the career and technical education needs of youth and adults within the region. The plan shall consider local needs, students' interests, and employment data.

3.2.2

The BOARD may delegate program management responsibilities for various operations of the SYSTEM's programs and services to Member Districts under guidelines developed by the System Director and approved by the BOARD.

3.2.3

The System Director shall develop and implement effective means for regularly evaluating the SYSTEM's programs and services.

3.2.4

The SYSTEM may utilize the facilities of partnering organizations as delivery systems by contract or otherwise. The SYSTEM may contract for services with other government entities.

3.2.5

Each district shall determine the eligibility of its own students for programs provided, coordinated or approved by the BOARD as well as for independent or non-approved programs.

ARTICLE IV – HOUSING

Section 4.1 Program Sites

4.1.1

The BOARD will approve sites for the SYSTEM programs keeping maximum accessibility and efficiency as major determinants in the selection process.

4.1.2

In the event of termination of this agreement or of withdrawal of one or more of its members, any sites, facilities or equipment purchased by a member district will remain the property of that district.

Section 4.2 Official Office

4.2.1

The official office for the SYSTEM shall be the SYSTEMs Administrative Agent.

ARTICLE V – FINANCE

Section 5.1 Administrative Costs

5.1.1

Administrative costs will include the salaries and benefits of the director, a secretary, supplies, an annual SYSTEM audit and other personnel costs as identified by the BOARD.

5.1.2

Where required, Administrative costs shall be distributed among the member school districts by the determination of the percentage of the grades 9-12 enrollment of each district to the total enrollment for those grades of the member districts as indicated in the Fall Housing Report of the previous year. Each member district will then pay that percentage of the administrative costs.

5.1.3

Where required, accumulation of the total amount budgeted for administrative costs will be as follows: During June of each year, member districts will be billed for a pro-rated share of the administrative budget. The total of these billings will not exceed 25% of the total administrative budget of the SYSTEM except for the first year, when the total of these billings will not exceed 50% of the total SYSTEM administrative budget. Payment will be made during July to the SYSTEM.

5.1.4

If reimbursement funds from the State are insufficient to meet Administrative or other approved expenses, member district will be specifically assessed to pay the deficiency using the method of pro-rating outlined in Section 5.1.2.

Section 5.2 Administrative Office Capital Outlay Assessment

5.2.1

The BOARD, based upon its budget, may assess a capital outlay charge pro-rated among all member districts. The assessment will be pro-rated, based on a percentage of the grades 9-12 enrollment of each district to the total enrollment of the member districts for those grades as indicated in the Fall Housing Report of the previous year. Ownership of equipment purchased under this section shall remain the property of the SYSTEM and an inventory will be maintained. Insurance and maintenance of such equipment shall be the responsibility of the SYSTEM.

Section 5.3 Program Tuition Costs

5.3.1

All per student program tuition costs shall be considered as non-administrative costs and non-capital outlay. Tuition billing for the entire school year shall be determined by Board policy.

Subsequent enrollments may replace students who have dropped or terminated for any reason during the first semester. Such replacements may be made in any programs open to enrollment at that time.

Section 5.4 – Failure to Meet Obligations

5.4.1

Failure of a district to meet its financial obligations within 60 days from billing will give cause for that district to be excluded from participating in any SYSTEM programs or services by BOARD action.

Section 5.5 – Distribution of Income

5.5.1

Reimbursement received by the SYSTEM will be distributed to member districts as follows:

- All allocations will be distributed through the SYSTEM by application by those districts.
- All reimbursement designated specifically for administrative costs will be used by the SYSTEM to cover such costs.
- All allocations will be distributed to member districts based upon the units of credit generated by their students.

Section 5.6 – Charges to Non-Members

5.6.1

Charges to non-member school districts, individuals and other governmental bodies for educational and training services provided by the SYSTEM will be established by the BOARD.

Charges to non-member school districts, individuals other governmental bodies shall not be less than those charged to member districts.

Section 5.7 – Accounting Procedures

5.7.1

All member boards shall fully assume their respective financial obligations without the imposition of that financial responsibility upon any other district. Each member district shall promptly do all things necessary to legally commit the district to the timely payment of its cost with respect to any other legal financial obligation.

5.7.2

Contribution from individuals, private businesses, governmental and foundation sources for the benefit of the SYSTEM shall be made to the SYSTEM for the use of the program designated by the donor, subject to approval of the BOARD.

5.7.3

Accounting procedures shall conform to all applicable rules and regulations of the Illinois State Board of Education.

5.7.4

The Administrative Agent shall maintain accounts of the SYSTEM'S operational expenses and shall make these available to participating districts on a monthly basis.

5.7.5

A minimum of one audit per year shall be conducted in accordance with Section 3-15.1 of the School Code of Illinois, as amended.

ARTICLE VI – TRANSPORTATION

Section 6.1 Designation of Responsibility

6.1.1

The responsibility of transportation to and from programs shall be with the district where the student resides. It shall be the responsibility of each individual district to claim allowable reimbursement or any transportation costs incurred according to the ISBE.

Section 6.2 Coordination

6.2.1

The responsibility of coordinating transportation to and from programs shall be that of individual districts whose students are transported.

ARTICLE VII – WITHDRAWAL

Section 7.1 Withdrawal

7.1.1

Withdrawal may be effective only on July 1. Member districts may withdraw from participation in the SYSTEM provided they give written notice 12 months preceding July 1, to the SYSTEM and to the Illinois Board of Education.

7.1.2

If a member district gives written notice of withdrawal, that district shall continue in its participation and financial obligations until the effective date of withdrawal.

7.1.3

If a district withdraws, all the equipment purchased, provided, or supplied by the SYSTEM and housed in that district remains the property of the SYSTEM.

Section 7.2 – Termination

7.2.1

This agreement may be terminated in the event that 100% of the members so agree. In such instances the vote to terminate must occur not less than twelve months prior to the July 1 termination date, and notice shall be given to the Illinois State Board of Education. SYSTEM assets shall be distributed to the District housing the assets.

Section 7.3 – Removal

7.3.1

A district, failing to abide by the provisions of this document, is subject to removal action by the remaining members of the SYSTEM. Such action shall begin at least 12 months prior to the proposed July 1 removal date and the Illinois State Board of Education shall be notified. By two-thirds (2/3) yes vote of participating boards of education, as district may be removed as a member of the SYSTEM.

ARTICLE VIII – AMENDMENTS

Section 8.1 Amendments

8.1.1

Any proposed amendment to this document approved by a majority of the vote cast at a regular BOARD OF GOVERNORS meeting, will be submitted along with a resolution to each member Board of Education for ratification.

8.1.2

Member Boards of Education shall act on any proposed amendment within 60 days. Ratification of the amendment will be deemed to take place when two-thirds (2/3) of the districts have voted passage. Failure of a district to act within 60 days shall be deemed to be a vote against the amendment. The amendment will take effect upon ratification unless it provides otherwise.

ARTICLE IX – RATIFICATION OF ARTICLES/AGREEMENT

Section 9.1 Ratification

9.1.1

Ratification will take place by vote of the individual participating Board of Education and the signing and delivery of the attached Intergovernmental Agreement Resolution to the Superintendent of the Boone-Winnebago Service Region. Each district whose board of education adopts said resolution shall become a participating member of the system effective July 1, 1986, or upon the date of district approval, whichever occurs last.

9.1.2

After the signed intergovernmental agreements of not less than 13 school districts have been received by the Superintendent of the Boone-Winnebago Counties Service Region, such Superintendent shall call a meeting of those districts returning signed agreements by written notice mailed not less than fifteen days prior to date of such meeting. At such meeting the Board of Governors shall organize, elect its officers, determine regular meeting dates, provide for a written set of by-laws and such other business as may come before the meeting.

9.1.3

In the event the Superintendent of the Boone-Winnebago Counties Service Region does not receive 13 or more signed copies of this intergovernmental agreement on or before July 1, 1986, the Superintendent shall return any signed copies the Superintendent has received to the districts providing such copies and the effort to obtain a signed agreement of the charter membership shall be considered to have failed.

CAREER EDUCATION ASSOCIATES OF NORTH CENTRAL ILLINOIS

Resolution

Whereas, present statutes allow school districts to jointly offer programs for better educational advantages; and,

Whereas, the constitution of Illinois authorize Intergovernmental agreements between several school districts, through their school boards, to establish such programs;

Now, therefore, let it be resolved that _____, No. _____
Name of School District

_____, Counties of _____, Illinois
Town

is authorized to enter into an Intergovernmental Agreement for the Career Education Associates of North Central Illinois (CEANCI) with other qualified and participating School Districts; and,

Be it further resolved that the President and Secretary of this BOARD are hereby authorized to direct and execute such agreement, copy of which is attached hereto, and made part thereof; and,

Be it further resolved that the proposed amendment to the Intergovernmental Agreement was approved by a majority vote cast at a regular CEANCI Board of Governors meeting held on May 10, 2019.

CERTIFICATION

I, _____, Secretary of the Board of Education of
_____ No. _____, _____ Counties, Illinois do hereby certify that the
above and foregoing is a true and correct
copy of a certain resolution which was duly passed by said BOARD at its regular meeting held on the ____ day
of ____ A.D. 2019.

ATTEST

Board President

Board Secretary

District No. Counties District No. Counties

City State City State