

## ATTACHMENT IX-I

ATTACHMENT IX-I: CEANCI IGA Resolution

Suggested Motion: Move to approve the CEANCI IGA Resolution

Recommended Action: Approve as presented

Career Education Associates of North Central Illinois (CEANCI) is the Regional Secondary Vocational Education System executed by an Intergovernmental Agreement (IGA), ratified May 1986. The organization operates under this joint agreement governed by a consortium membership of local school districts. The IGA has been reviewed and an amendment proposed that will update consortium membership to Rockford, Harlem, Belvidere, Hononegah, North Boone, Byron, Meridian, South Beloit and Winnebago, and better align with region needs. The ratification of the amendment takes place when two-thirds of the districts (6) have voted passage; failure of a district to act within 60 days shall be deemed to be a vote against the amendment.

## Overview

### ARTICLE 1 GENERAL

updated membership currently in consortium

### ARTICLE 2 ORGANIZATION AND OPERATION

updated community college information to reflect previous actions of the BOARD

*\*\*see Governance History*

updated voting representation to reflect previous actions of the BOARD

*\*\*see Governance History*

simplified advisory committee organization to provide BOARD flexibility

### ARTICLE 3 PROGRAMS

types and management of programs reflect current program structure

with no region career center

### ARTICLE 4 HOUSING

updated official office of System to be the Administrative Agent

### ARTICLE 5 FINANCE

program tuition costs reflect current practice of billing once a year and removes  
structure devised for region career center

distribution of income expands reimbursement language to state "allocation"  
whereby the district applies to use these funds for more than equipment

### ARTICLE 6 TRANSPORTATION

no changes

### ARTICLE 7 WITHDRAWAL

updated to reflect actual items being purchased by the Members

### ARTICLE 8 AMENDMENTS

no changes

### ARTICLE 9 RATIFICATION

no changes

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  
~~Durand, District 322~~  
Harlem, District 122  
Hononegah, District 207  
~~Leaf River, District 270~~  
Meridian, District 223  
North Boone, District 200  
~~Oregon, District 220~~  
~~Pecatonica, District 321~~  
~~Rochelle, District 212~~  
Rockford, District 205  
South Beloit, District 320  
Winnebago, District 323  
~~Ogle County Cooperative Education~~

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 ~~McHenry and DeKalb~~ 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 ~~by laws~~ policy of the BOARD with the terms commencing July 1 and ending June 30 of the flowing 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 ~~by laws~~ 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. ~~A notice by telephone must reach the Members at least 24 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 ~~by-laws~~ 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 ~~and Administrative Agent~~ 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 – ~~Lay~~ Advisory Committees

### ~~2.5.1~~

~~Advisory committees will be utilized as necessary and may be such as:~~

- ~~a. Occupational Program Committees~~
- ~~b. Student Services Committee~~

### ~~2.5.2~~

~~The Occupational Program Committees shall consist of Agriculture, Business-Marketing, Home Economics, Health and Industrial Occupations. The purpose of the Committees will be to maintain open lines of communication between education, government, labor and management; to advise on current employment opportunities; to advise on area program needs; and assist in program development and promotion.~~

### ~~2.5.3~~

~~The purpose of a Student Services Committee will be to advise in the areas of student support services provided to vocational students, including services to disadvantaged, handicapped, and limited English proficiency students.~~

### ~~2.5.4~~

~~An EXECUTIVE COUNCIL shall be established, consisting of the five Chairpersons of the Occupational Advisory Committees, two Non-District 205 Superintendents, the Rockford Area Career Center Director, one Non-district 205 Vocational Director, the District 205 Vocational Director, the Rock Valley College President or designee, and the Superintendent of the Boone-Winnebago Counties Service Region or designee. Each school District may recommend non-educators for Committee membership to the EXECUTIVE COUNCIL which in turn will make recommendations of committee membership to the BOARD for final approval.~~

### ~~2.5.5~~

~~Advisory Committee and EXECUTIVE COUNCIL member terms will be for a period of three years. The members of the initial committees and Council will be assigned terms of one, two and three years. So far as possible, there will be equal distribution of these terms among the members and assignment to the terms will be determined by lottery.~~

2.5.6

~~The Advisory Committees will operate according to the policies and procedures adopted by the BOARD. The composition and performance of the Advisory Committees will also adhere to all state and federal statutes, rules, regulations and guidelines.~~

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, through its Governing Board, shall provide students attending the member school districts access to programs in each of the following~~

~~Occupational areas:  
Agriculture Occupations  
Business, Marketing and Management Occupations  
Health Occupations  
Home Economics Occupations  
Industrial Occupations~~

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

~~To be eligible for participation in a SYSTEM Program, a private or parochial school student must first document legal residence within one of the member districts. To be enrolled, an eligible private or parochial school student must register for the program as a part time student at the public school district within which he/she resides. The public school district then becomes responsible for tuition and other approved costs resulting from private school student's participation. Under these circumstances the private or parochial school assumes no responsibility for any portion of administrative or other system costs.~~

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 BOARD shall annually appoint from its membership a PROGRAM REVIEW COMMITTEE whose primary purpose shall be to review the proposed vocational program offerings of the member districts and identify specific programs to be recommended to the BOARD for the purpose of the Division of Adult, Vocational and Technical education reimbursement\*\*.~~

#### ~~3.2.2~~

~~Program management which includes, among other things, staffing, curriculum development, program co-ordination, instructional evaluation, supplies and equipment shall be the responsibility of each participating district.~~

#### ~~3.2.3~~

~~Selected instructional programs within the regional delivery system may be provided to local school districts via electronic technologies and /or through Co-operative arrangements as approved by the BOARD.~~

#### ~~3.2.4~~

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~~Each local district shall determine its level of participation in each approved program.~~

~~3.2.5~~

~~Nothing in this agreement shall prohibit or restrict the right of member school districts or combination of districts to provide any vocational education course or program independently without approval or coordination by the BOARD. The member districts are advised that such programs shall not be eligible for State Board vocational education financial support, under present law, and that acceptance of such attendance by the member school district is subject to Section 10-20.24 of the School Code of Illinois.~~

3.2.6

~~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.~~

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 ~~select~~ 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 ~~will be housed at the Rockford Area Career center~~ 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. ~~and shall be computed at an amount not to exceed the actual cost of programs at the Rockford Area Career Center whether provided at the Rockford Area Career Center or elsewhere. Bills will be sent to member districts according to the following schedule:~~

- ~~\_\_\_\_\_ By October 1, for fall term enrollments~~
- ~~\_\_\_\_\_ By March 1, for spring term enrollments~~
- ~~\_\_\_\_\_ By July 1, for summer term enrollments~~

~~Billing for the entire school year shall be made to the member districts based upon the binding commitment made on or before March 15 preceding the school year in which the courses are~~

~~offered. Each member district shall be obligated to enroll a like number of students during the second semester. The only exception would be as follows: ———  
Should the SYSTEM drop a class because of lack of students or other reason, those students from that class would reduce the number that is the obligation of member districts.~~

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.

~~5.3.2 —~~

~~Tuition charges will be adjusted using enrollment figures as of the end of the second week of each term or the pre-enrollment figures, whichever is higher.~~

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 ~~reimbursement earmarked for equipment~~ allocations will be distributed through the SYSTEM by application by those districts ~~providing the equipment~~.
- All reimbursement designated specifically for administrative costs will be used by the SYSTEM to cover such costs.
- All ~~program reimbursement~~ allocations will be ~~paid~~ 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 Administrative Agent 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 ~~administrative-office~~ 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.

## Section 9.1 Ratification

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.

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.

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.

By: \_\_\_\_\_  
Its President

\_\_\_\_\_  
Its Secretary

CAREER EDUCATION ASSOCIATES OF NORTH CENTRAL ILLINOIS

INTERGOVERNMENTAL AGREEMENT 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 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 said agreement, copy of which is attached hereto, and made part thereof; and,

Be it further resolved that the Superintendent or acting Superintendent is here designated as the voting representative for this School District.

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 16 th day of February A.D. 1993.

ATTEST

_____ BOARD PRESIDENT	_____ BOARD SECRETARY
_____ DISTRICT NUMBERS	_____ DISTRICT NUMBER
_____ COUNTIES	_____ COUNTIES
_____ CITY	_____ CITY
_____ STATE	_____ STATE

## RESOLUTIONS

February 1993

Be it further resolved that the Superintendent or ~~acting Superintendent-designee~~ is here designated hereby appointed as the voting representative for this School District

December 1997

Be it further resolved that full membership in CEANCI shall include Rock Valley College, who shall have one vote. For the community college, the prorating of the administration assessment shall be based on the prior fall term full-time equivalents (twelve (12) semester hours shall be considered a full-time equivalent) for credit students as the official ICCB tenth-day count. The Community College shall receive all benefits afforded member districts, but shall file separate DAVTE claim forms from the secondary districts and shall receive DAVTE apportionment separate from CEANCI.

January 1999

As of the 1999-2000 school year:

1. \_\_\_\_\_ endorses the concept of expanded career curriculum options for our high school students through the use of CEANCI regional technology centers.
2. To the extent feasible within our policies and within our financial resources, we will make available to our high school students those regional career offerings available in our area.
3. In addition, our district will consider acting as a CEANCI regional technology center for those programs deemed appropriate.

Included Attachment C CEANCI Career Centers Policies and Procedures

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

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Section 1.2 – Purpose

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- 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:

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Byron, District 226  
~~Durand, District 322~~  
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~~Ogle County Cooperative Education~~

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, Ogle, McHenry and DeKalb 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 by-laws of the BOARD with the terms commencing July 1 and ending June 30 of the flowing 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 by-laws 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. A notice by telephone must reach the Members at least 24 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.

2.2.6

The BOARD shall adopt by-laws for the conduct of its business and that of the SYSTEM.

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 by-laws 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 and Administrative Agent will prepare a budget 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 – Lay-Advisory Committees

### 2.5.1

Advisory committees will be utilized as necessary and may be such as:

- a. Occupational Program Committees
- b. Student Services Committee

### 2.5.2

The Occupational Program Committees shall consist of Agriculture, Business-Marketing, Home Economics, Health and Industrial Occupations. The purpose of the Committees will be to maintain open lines of communication between education, government, labor and management; to advise on current employment opportunities; to advise on area program needs; and assist in program development and promotion.

### 2.5.3

The purpose of a Student Services Committee will be to advise in the areas of student support services provided to vocational students, including services to disadvantaged, handicapped, and limited English proficiency students.

### 2.5.4

An EXECUTIVE COUNCIL shall be established, consisting of the five Chairpersons of the Occupational Advisory Committees, two Non-District 205 Superintendents, the Rockford Area Career Center Director, one Non-district 205 Vocational Director, the District 205 Vocational Director, the Rock Valley College President or designee, and the Superintendent of the Boone-Winnebago Counties Service Region or designee. Each school District may recommend non-educators for Committee membership to the EXECUTIVE COUNCIL which in turn will make recommendations of committee membership to the BOARD for final approval.

### 2.5.5

Advisory Committee and EXECUTIVE COUNCIL member terms will be for a period of three years. The members of the initial committees and Council will be assigned terms of one, two

and three years. So far as possible, there will be equal distribution of these terms among the members and assignment to the terms will be determined by lottery.

2.5.6

The Advisory Committees will operate according to the policies and procedures adopted by the BOARD. The composition and performance of the Advisory Committees will also adhere to all state and federal statutes, rules, regulations and guidelines.

## ARTICLE III – PROGRAMS

### Section 3.1 Types of Programs

#### 3.1.1

The SYSTEM, through its Governing Board, shall provide students attending the member school districts access to programs in each of the following

Occupational areas:

Agriculture Occupations

Business, Marketing and Management Occupations

Health Occupations

Home Economics Occupations

Industrial Occupations

#### 3.1.2

To be eligible for participation in a SYSTEM Program, a private or parochial school student must first document legal residence within one of the member districts. To be enrolled, an eligible private or parochial school student must register for the program as a part-time student at the public school district within which he/she resides. The public school district then becomes responsible for tuition and other approved costs resulting from private school student's participation. Under these circumstances the private or parochial school assumes no responsibility for any portion of administrative or other system costs.

### Section 3.2 Management of Programs

#### 3.2.1

The BOARD shall annually appoint from its membership a PROGRAM REVIEW COMMITTEE whose primary purpose shall be to review the proposed vocational program offerings of the member districts and identify specific programs to be recommended to the BOARD for the purpose of the Division of Adult, Vocational and Technical education reimbursement.

#### 3.2.2

Program management which includes, among other things, staffing, curriculum development, program co-ordination, instructional evaluation, supplies and equipment shall be the responsibility of each participating district.

#### 3.2.3

Selected instructional programs within the regional delivery system may be provided to local school districts via electronic technologies and /or through Co-operative arrangements as approved by the BOARD.

#### 3.2.4

Each local district shall determine its level of participation in each approved program.

#### 3.2.5

Nothing in this agreement shall prohibit or restrict the right of member school districts or combination of districts to provide any vocational education course or program independently without approval or coordination by the BOARD. The member districts are advised that such programs shall not be eligible for State Board vocational education financial support, under

present law, and that acceptance of such attendance by the member school district is subject to Section 10-20.24 of the School Code of Illinois.

3.2.6

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 select 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 will be housed at the Rockford Area Career center.

## 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

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 and shall be computed at an amount not to exceed the actual cost of programs at the Rockford Area Career Center whether provided at the Rockford Area Career Center or elsewhere. Bills will be sent to member districts according to the following schedule:

By October 1, for fall term enrollments

By March 1, for spring term enrollments

By July 1, for summer term enrollments

Billing for the entire school year shall be made to the member districts based upon the binding commitment made on or before March 15 preceding the school year in which the courses are offered. Each member district shall be obligated to enroll a like number of students during the second semester. The only exception would be as follows:

Should the SYSTEM drop a class because of lack of students or other reason, those students from that class would reduce the number that is the obligation of member districts.

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.

#### 5.3.2

Tuition charges will be adjusted using enrollment figures as of the end of the second week of each term or the pre-enrollment figures, whichever is higher.

### 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 reimbursement earmarked for equipment will be distributed through the SYSTEM by application by those districts providing the equipment.
- All reimbursement designated specifically for administrative costs will be used by the SYSTEM to cover such costs.
- All program reimbursement will be paid 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 private businesses, governmental and foundation sources for the benefit of the SYSTEM shall be made to the Administrative Agent 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.

### 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 administrative office equipment purchased 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.

**Dated:** \_\_\_\_\_, 1986.

School District No. \_\_\_\_\_

By: \_\_\_\_\_  
Its President

\_\_\_\_\_  
Its Secretary

CAREER EDUCATION ASSOCIATES OF NORTH CENTRAL ILLINOIS

INTERGOVERNMENTAL AGREEMENT 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 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 said agreement, copy of which is attached hereto, and made part thereof; and,

Be it further resolved that the Superintendent or acting Superintendent is here designated as the voting representative for this School District.

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 16 th day of February A.D. 1993.

ATTEST

_____ BOARD PRESIDENT	_____ BOARD SECRETARY
_____ DISTRICT NUMBERS	_____ DISTRICT NUMBER
_____ COUNTIES	_____ COUNTIES
_____ CITY	_____ CITY
_____ STATE	_____ STATE



4151 Samuelson Road \* Rockford IL 61109 \* (815) 921-1650

## 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