

INTERGOVERNMENTAL AGREEMENT FOR THE LIVINGSTON COUNTY AREA
FOR A LIVINGSTON AREA EDUCATION FOR EMPLOYMENT SYSTEM

“This Intergovernmental Agreement is executed pursuant to the provisions of the Intergovernmental Cooperation Clause of the Illinois Constitution (Ill. Const. 1970, Art. VII, Sec. 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

- 1-1 Name: The name of this Agreement formed hereunder shall be Livingston Area Education for Employment System, hereinafter referred to as the SYSTEM.

- 1-2 Purpose: The purpose of the SYSTEM is to provide quality career and technical education programs in an efficient manner for students who are enrolled in a participating school district and which are approved by the BOARD OF CONTROL; to assure that all students, whether youth or adult, attain a satisfactory level of achievement appropriate to either immediate employment or advanced education in preparation for later employment; SYSTEMS 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 SYSTEMS programs in an equitable manner; to employ a director and other professional staff for such programs as may be required; and to provide for the coordination and financing of such programs.

1-3 Membership: Membership of this Intergovernmental Agreement shall be:

Woodland Comm. Unit #5	Livingston-LaSalle County
Tri-Point Comm. Unit #6J	Livingston-Ford-Iroquois-Kankakee Counties
Prairie Central Comm. Unit #8	Livingston-McLean-Ford Counties
Flanagan-Cornell H.S. #74	Livingston County
Pontiac Twp. H.S. #90	Livingston County
Dwight Twp. H.S. #230	Livingston-Grundy-LaSalle Counties
*Cornell Comm. Cons. #426	Livingston County
*Flanagan Grade School #74	Livingston County
*Pontiac Comm. Cons. #429	Livingston County
*Odell Comm. Cons. #435	Livingston County
*Rooks Creek Comm. Cons. #425	Livingston County
*Saunemin Elementary Dist. #438	Livingston County

*Elementary District Ex-officio Member (non-voting)

- 1-4 New Members: Districts desiring to join after the initial enrollment date can be admitted only by a two-thirds (2/3) vote of the Board as provided by Article II, Section 2 of this document and by meeting the following conditions:

New members assume the assessment established by the BOARD OF CONTROL: Including but not necessarily limited to a fair and equitable assessment for previous program development expenses.

New members satisfy the same conditions which were met by present member districts as established by the BOARD OF CONTROL.

- 1-5 Member districts may withdraw from this Intergovernmental Agreement in accordance with Article 7-2 of this Agreement.

- 1-6 Discussions by the BOARD OF CONTROL on questions of admission or withdrawal of school districts from this agreement will be considered at regularly scheduled public meetings of the BOARD OF CONTROL.

ARTICLE II - ORGANIZATION AND OPERATION

- 2-1-1 GOVERNANCE - BOARD OF CONTROL: A BOARD OF CONTROL is herewith established to be composed of one representative of each Member District of the System. Each member will have one vote. The Superintendent of the Regional Office of Education No. 17, Community Colleges serving the member districts within the regional cooperative, and elementary districts will be entitled to one ex-officio membership on the BOARD OF CONTROL. (Nonvoting)

The representative of each member district will be the superintendent, unless otherwise designated by the local Board of Education of the member district.

- 2-1-2 OFFICERS OF THE BOARD OF CONTROL: From its membership, the Board of Control shall appoint a chairperson and vice-chairperson on an alphabetical rotating basis for a term of one year. This appointment will occur at the regular June meeting of each fiscal year with terms of new officers beginning July 1 and ending June 30 of the following year. These appointments will be on an alphabetical rotating basis with the exception being made if a superintendent is new to the superintendency. In this case, the new superintendent may elect to forego the chairperson position. If this situation occurs, the vice-chairperson would be appointed to the chairperson position. The Regional Director will serve as the non-voting secretary of the Board of Control.

An election will take place within 30 days following ratification of this agreement. The first slate of officers will serve through June 30, 1987. Future elections will be held at the regular June meeting of each year with the terms commencing July 1st and ending June 30th of the following year. If either the President or President Elect resigns prior to the end of his/her term, the BOARD OF CONTROL shall select a replacement by majority vote.

- 2-1-3 MEETINGS: The BOARD OF CONTROL will meet monthly. The regular meeting date shall be established by the BOARD OF CONTROL at the annual June meeting. Special meetings of the BOARD OF CONTROL may be called by the President or by any (3) members who may request the Secretary to notify the members of the BOARD OF CONTROL at least 48 HOURS IN ADVANCE OF ANY SPECIAL MEETING. Such notice shall contain time, place, and purpose of the meeting. "Meetings may also be called in accordance with the provisions of the Illinois Open Meetings Act (Ill. Rev. Stat. 1985, ch. 102, Par. 42, et seq). Notice of all meetings shall be made in accordance with said Act."
- 2-1-4 QUORUM: A quorum of the BOARD OF CONTROL will consist of a majority of its members. The passage of any action by the BOARD OF CONTROL will require a majority vote, except as set forth in other parts of this agreement.
- 2-1-5 DUTIES OF THE BOARD OF CONTROL: Develop and approve general policies which are necessary for the efficient operation of the SYSTEM. Be responsible for the adoption of an annual budget and provision of sound fiscal management; Approve the employment of all staff at the SYSTEM (administrative level); Act on recommendations of the Director relative to the operation of the SYSTEM; And
- 2-1-6 The contents of the Agreement and accompanying policy manual constitute the bylaws by which the SYSTEM will be governed. The BOARD OF CONTROL will conduct its meetings under the provisions of ROBERT'S RULES OF ORDER and in accordance with the requirements of the Illinois Open Meetings Act.
- 2-2 ADMINISTRATIVE AGENT:
- 2-2.1 The Livingston County Regional Superintendent of Schools shall be Administrative Agent at the time of adoption of this Agreement. Pontiac Twp. H.S. #90 will become the Administrative Agent beginning with fiscal year, 1989. The designation of the Administrative agent under this Intergovernmental Agreement may be changed or altered by the BOARD upon approval by two-thirds (2/3) of the votes of the member Boards of Education as outlined in Article II, Section 2-1.5.
- 2-2.2 The Administrative Agent will be the legal and fiscal entity required to execute the programs.
- 2-3 ADMINISTRATIVE STRUCTURE:
- 2-3.1 Director Appointment - The BOARD OF CONTROL will appoint a Director.
- 2-3.2 Responsibility - The Director will be responsible to the BOARD OF CONTROL and will administer the agreement in accordance with the policies and other directives adopted by the BOARD OF CONTROL.

2-3.3 Duties - The Director will be responsible for the operation of the agreement and will carry out the policies of the BOARD OF CONTROL. The Director shall report directly to the BOARD OF CONTROL.

2-3.4 Budget - The Director will file a budget as approved by the BOARD OF CONTROL and will make such other reports and perform such other duties as may be required by law.

2-4 LAY-ADVISORY COMMITTEES

2-4.1 Three types of advisory committees will be utilized. They are:

- (a) General Advisory Committee,
- (b) Occupational Program Advisory Committees, and
- (c) Student Services Committee.

2-4.2 The General Advisory Committee will be composed of a representative from each of the five Program Advisory Committees.

2-4.3 The Occupational Program and Students Services Advisory Committees will be composed of citizens who represent particular occupational areas. The purpose of these committees will be to advise the BOARD and Director on effective planning for the operation of an individual occupational area or service.

2-4.4 Each local Board of Education may appoint five non-educators to the Occupational Program Advisory Committee; one from each of the following areas: Agriculture, Family and Consumer Science, Business-Marketing, Human Services, and Industrial Occupations. One person from each district may serve on the Student Services Committee to represent guidance and/or special needs services.

2-4.5 Advisory Committee member terms will be for a period of three years. Original equal numbered terms of one, two and three years shall be determined by lottery.

2-4.6 Vocational instructors and guidance and special needs personnel will be ex-officio members of their representative committees.

2-4.7 The committees will operate according to 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

3-1 PROGRAMS

3-1.1 Programs and Services offered will be determined by the BOARD OF CONTROL UPON RECOMMENDATION OF THE DIRECTOR. Programs may be regional, satellite, or individual depending upon the needs of the area. Regional programs will include those which can be offered on a region-wide basis and will be generally restricted to high cost/low incidence programs. Satellite programs and services will be determined by the participating superintendents within each satellite. The Director will be responsible for submitting all satellite recommendations for Board approval. The third type of program will be the in-district programs approved by the BOARD OF CONTROL.

3-1.2 Independent Programs - Nothing in this agreement shall prohibit or restrict the right of a member school district or combination of districts to provide any career and technical education course or program independently without the approval or coordination by the BOARD. Such programs shall not be eligible for State Board career and technical education financial support.

3-1.3 Eligibility of Students for Programs: Each district shall determine the eligibility of its own resident students for programs provided, coordinated or approved by the BOARD as well as for independent or non-approved programs. 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 the 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.

3-2 PROGRAM MANAGEMENT

3-2.1 The BOARD may delegate program management responsibility for various portions of the SYSTEM programs to specific member districts.

3-2.2 The director shall coordinate, direct and assist in making arrangement for establishing, scheduling, conducting and evaluating SYSTEM programs and service.

3-2.3 In order to provide effective administration for staff employment and budget matters, each member district will present an annual report on or before March 2 which provides minimum levels of participation within each program for the following year.

3-3 STAFFING

3-3.1 The SYSTEM will be staffed under 2 provisions:

(a) SYSTEM central staff hired and directed by Administrative Agent, Pontiac District #90, and paid from SYSTEM funds on recommendation from the Board to perform centralized SYSTEM functions which benefit all member districts.

(b) Program and service staff members who are employees of member districts performing SYSTEM functions assigned to them by the District through which they are employed.

3-4 EQUIPMENT

3-4.1 Each member district housing equipment shall provide for the insurance, liability and maintenance of that equipment. These costs can be included as tuition costs to the proportion that the equipment is used in programs which share students from more than one district.

ARTICLE IV - HOUSING

4-1 PROGRAM SITES

4-1.1 The Board will determine sites for the SYSTEM Program's, keeping maximum accessibility and efficiency as major determinants in the selection process.

4-1.2 In the event of termination of this agreement on or 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.

4-2 OFFICIAL OFFICE

4-2.1 The official office of the agreement shall be recognized as that of the Administrative Agent as specified in Article II, Section 2-2, subject to the approval of the BOARD OF CONTROL.

ARTICLE V - FINANCE

5-1 ADMINISTRATIVE COSTS

5-1.1 Administrative costs will include the salaries and benefits of System Personnel, the annual audit, supplies and other cost items associated with the operation of the administrative office.

5-1.2 Administrative cost will be funded by the contribution of member districts in the same percentages as 9-12 enrollments compared to the total of all member districts, as reported in the Fall Housing Report for the year preceding. Elementary districts will not be responsible for the payment of any Administrative costs.

5-2 CAPITAL OUTLAY ASSESSMENT

- 5-2.1 The BOARD OF CONTROL, based upon its budget, may assess a capital outlay charge prorated to all member districts as a percentage of their 9-12 Fall Housing Report as reported. Ownership of equipment purchased under this section will remain the property of the System and an inventory will be maintained.

5-3 REGIONAL PROGRAM TUITION COSTS

- 5-3.1 All regional program tuition costs will be considered as non-administrative costs and non-capital outlay and will be computed by the actual cost of all shared programs divided by the number of students participating regionally in all shared programs.

5-4 METHOD OF PAYMENTS

- 5-4.1 Each member district will pay the Administrative District such sums of money as are due as computed from the annual operating budget adopted by the Board on a tuition basis, as computed from the operational expenses incurred each year. Billing shall be calculated on the enrollment on the eleventh day of attendance of the current school year. Payment in the amount of 80% of the above shall be made in October; the remaining 20% in February, with final adjustment being made in June.

In the event of a budget shortfall and deficits, a year end assessment shall be made to balance the budget. Such assessment will be made according to the financing procedures for that portion of the budget that generated the shortfall. If this cannot be determined, then a pro-rated assessment based upon the percentage of 9-12 non-weighted ADA compared to the total of all member districts at the close of the previous year as reported for state aid claim will be made.

5-5 CHARGES TO NONMEMBERS

- 5-5.1 Charges made to nonmember school districts, individuals and other governmental bodies for educational and training services provided by the SYSTEM will be established by the BOARD in accordance with the provisions of the Illinois School Code, but in no case less than charges made to member districts.

5-6 DISTRIBUTION OF INCOME

- 5-6.1 Reimbursement received by the SYSTEM will be distributed to member districts as follows:

(a) All State Board of Education reimbursement earmarked for Equipment shall be distributed to the member districts in proportion to training level credits generated.

(b) All State Board of Education Program reimbursements will be distributed to Member Districts as earned.

(c) Income derived from any special projects will be distributed in accordance with the terms of the contract which governs each special project.

ARTICLE VI - TRANSPORTATION

6-1 TRANSPORTATION

6-1.1 Transportation of individual students will be the responsibility of the individual participating school district and not the responsibility of this Intergovernmental Agreement.

6-1.2 Local districts will have the right to coordinate and share transportation services if so desired.

ARTICLE VII - TERMINATION, WITHDRAWAL AND REMOVAL

7-1 TERMINATION

7-1.1 This agreement may be terminated in the event that all the member districts so agree. The vote to terminate must occur 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 in accordance with the interests vested in each asset. The member Boards of Education must vote to terminate this agreement.

7-2 WITHDRAWAL

7-2.1 Member districts may withdraw from participation in the SYSTEM provided they give written notice 12 months preceding the beginning of the fiscal year (July) in which they plan to withdraw. Notification shall be provided to the State Board of Education and each member district upon notice of withdrawal of a member district.

7-2.2 If a member district gives written notice of withdrawal, that district is to continue participation and financial obligation until withdrawal is effective.

7-3 REMOVAL

7-3.1 A district may be removed from membership by two-thirds (2/3) vote of the BOARD. Notification of a proposed removal shall be given to the member district and the Illinois State Board of Education at least 90 days prior to the end of the fiscal year. A hearing shall be held within 60 days of the notification to

remove a member district. The Illinois State Board of Education shall be notified of the call for a hearing and any BOARD action to remove, after the hearing. A removed district shall be responsible for all financial obligations incurred while a member.

ARTICLE VIII - AMENDMENTS

- 8-1.1 Any proposed amendment to this document must be submitted as defined in Article 2, in writing to the Board for discussion. If approved by a majority of those voting at a regular BOARD meeting, the proposed amendment will be submitted, along with a resolution to each member Board of Education.
- 8-1.2 A member Board of Education has sixty (60) days in which to act on the proposed amendment. In order to be adopted as an amendment to this document, the proposed amendment and resolution must be adopted by two-thirds (2/3) of the member Boards of Education within the 60 day period. The amendment will take effect upon ratification unless it provides otherwise.

ARTICLE IX - RATIFICATION OF ARTICLES/AGREEMENT

- 9-1 Ratification will take place by vote of the individual participating Boards of Education by executing the attached Intergovernmental Agreement Resolution.
- 9-2 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 direct approval, whichever occurs last.

Original adopted June 9, 1986
Revisions: September 13, 1999
May, 2007
September 15, 2008
October 21, 2013

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 _____,
Name of School District
No. _____, _____, Counties of _____,
Town

Illinois is authorized to enter into Intergovernmental Agreement 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 working agreement, copy of which is attached hereto, and made part thereof; and,

Be it further resolved that the President and Secretary of this Board are hereby authorized to direct and execute the letter of understanding, as presented, a copy of which is attached hereto, and,

Be it further resolved that the Chief Administrator is hereby 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 _____ day of _____, A.D., 2013.

ATTEST

President of Board

Secretary of Board

District No. Counties

District No. Counties

City State

City State