

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN PARTICIPATING DISTRICTS FOR A
REGIONAL CAREER AND TECHNICAL EDUCATION SYSTEM

THIS AGREEMENT, is made as of this _____ day of June 2023 by and among the Boards of Education of the School Districts listed in Section 1.4 (Membership), which hereinafter will be referred to as MEMBER DISTRICTS.

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act provides that School Districts may agree with other School Districts to jointly perform any activity in which they are authorized by law to engage; and

WHEREAS, the School Districts desire to cooperate as a Regional Career and Technical Education System eligible to receive Career and Technical Education funding.

NOW THEREFORE, each of the MEMBER DISTRICTS agree with the other as follows:

ARTICLE I

SECTION 1.1 DEFINITIONS

“AGREEMENT” shall mean Intergovernmental Cooperation Agreement.

“BOARD OF CONTROL” shall be made up of individuals who are the Superintendent, or Board of Education-designated administrator, of each MEMBER DISTRICT of the Intergovernmental Cooperation Agreement.

“CTE” shall mean Career and Technical Education.

“REGIONAL CAREER AND TECHNICAL EDUCATION SYSTEM” shall mean an ISBE-approved consortium of entities that have a BOARD OF CONTROL, a DIRECTOR, and an Intergovernmental Cooperation Agreement, which makes the parties eligible to receive Career and Technical Education funding.

“DIRECTOR” shall mean System DIRECTOR.

“EFFECTIVE DATE” is June _____ 2023.

“FISCAL YEAR” is July 1 to June 30 of the following year.

“ISBE” shall mean the Illinois State Board of Education.

“LOCAL APPLICATION” shall mean an application for funding submitted to ISBE by an eligible party, that:

- is aligned with the Local Needs Assessment of the MEMBER DISTRICTS and the Comprehensive Local Needs Assessment of the REGIONAL CTE SYSTEM,
- outlines goals and strategies to support approved programs of study, and
- meets all requirements defined in Perkins V.

“MEMBER DISTRICT” shall refer to school districts subject to this AGREEMENT.

“REGIONAL ADVISORY COMMITTEE” refers to a group of stakeholders, which may include representatives from local businesses or industries, local trade unions, and university and community colleges; and CTE educators from K-12 programs and CTE faculty from post-secondary programs.

The Committee shall advise the REGIONAL CTE SYSTEM on the evaluation, development, and implementation of SYSTEM PROGRAMS to ensure programs meet workforce requirements and address student needs.

“PROGRAM” shall refer to ISBE-approved CTE Programs.

“SYSTEM” shall refer to REGIONAL CTE SYSTEM #310, or REGIONAL OFFICE OF CAREER AND TECHNICAL EDUCATION (ROCTE).

SECTION 1.2 NAME

The name of this Regional Career and Technical Education System is REGIONAL OFFICE OF CAREER AND TECHNICAL EDUCATION (ROCTE), hereinafter referred to as the SYSTEM.

SECTION 1.3 PURPOSE

The purpose of this SYSTEM is to ensure that CTE programs and services are available to regional youths via an integrated approach that makes efficient and effective use of MEMBER DISTRICT schools, an area career center, SYSTEM programs, post-secondary institutions, and the employment sector.

SECTION 1.4 MEMBERSHIP

1.4-1 Membership in this SYSTEM may be extended to school districts within, adjacent to, or in the proximity of Sangamon County. Membership in the SYSTEM will also meet all applicable laws and regulations, including those of the BOARD OF CONTROL.

Membership in this SYSTEM is made up of the following school districts:

- A-C Central Community Unit School District No. 262
- Athens Community Unit School District No. 213
- Auburn Community Unit School District No. 10
- Ball-Chatham Community Unit School District No. 5
- Edinburg Community Unit School District No. 4
- New Berlin Community Unit School District No. 16
- North Mac Community Unit School District No. 34
- Pawnee Community Unit School District No. 11
- Pleasant Plains Community Unit School District No. 8
- Riverton Community Unit School District No. 14
- Rochester Community Unit School District No. 3A
- South Fork Community Unit School District No. 14
- Springfield Public Schools District 186
- Taylorville Community Unit School District No. 3
- Tri-City Community Unit School District No. 1
- Waverly Community Unit School District No. 6

1.4-2 Membership in the AGREEMENT will be continuous, and MEMBER DISTRICTS will be bound hereby, from year to year, unless any Member District executes the withdrawal provision of this agreement, which is contained in Article VI.

1.4-3 Districts desiring to join the Intergovernmental Cooperation Agreement after its initial formation date may be admitted only by a 2/3 vote of the BOARD OF CONTROL as provided by Article II, Section 2.1 of this AGREEMENT and by paying any assessment established by the BOC, including but not necessarily limited to, a fair and equitable assessment for previous program development expenses. Admission to the Intergovernmental Cooperation Agreement will be by petition by the Board of Education, and will be voted upon by the BOARD OF CONTROL at an open (public) meeting.

1.4-4 Membership Rights

Nothing in this AGREEMENT shall prevent the MEMBER DISTRICTS from maintaining programs and courses separate from the SYSTEM. It is recognized that MEMBER DISTRICTS may offer programs and courses not a part of the SYSTEM. Such programs and courses are not subject to the terms of this AGREEMENT.

1.4-5 Membership Responsibilities

MEMBER DISTRICTS shall promptly and completely submit all required grant documentation, including application, local needs assessment, and accurate and timely fiscal documentation of grant expenditures.

1.4-6 Equal Employment and Non-Discrimination

The SYSTEM and all MEMBER DISTRICTS shall comply with all applicable federal and state laws pertaining to non-discrimination of employment. The SYSTEM shall not discriminate against any employee or any student because of race, sex, color, religion, national origin, ancestry, or disability.

ARTICLE II - GOVERNANCE

SECTION 2.1

The Regional Office of Career and Technical Education (REGIONAL CTE SYSTEM #310) shall be organized under the provision of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the Constitution of the State of Illinois and shall perform as its own fiscal and legal agent.

2.1-1 A BOARD OF CONTROL is herewith established of the Superintendent, or Board of Education-designated administrator, from each MEMBER DISTRICT of the Intergovernmental Cooperation Agreement. Each MEMBER DISTRICT will have at least one vote.

For each additional public, private or parochial high school (Grades 9-12) with an enrollment of 250 or more students, located within the boundaries of a MEMBER DISTRICT, such district will be allowed one additional vote.

No MEMBER DISTRICT will have more than one less vote of one-third of the total accumulated membership vote.

The designated representative of a MEMBER DISTRICT with multiple high schools will cast all votes for such district.

2.1-2 The Dean of the Workforce Institute at Lincoln Land Community College will be a non-voting, ex-officio member of the BOARD OF CONTROL.

2.1-3 The BOARD OF CONTROL may add additional non-voting, ex-officio members by majority vote of the regular membership.

2.1-4 The BOARD OF CONTROL shall, from its membership, elect a Chairperson, Vice-Chairperson, and Secretary, who shall provide service for a term of 2 years. Such officers will be elected bi-annually at the regular June meeting of the BOARD OF CONTROL and assume duties at the close of the June meeting.

In the event that officer vacancies occur, temporary replacements to service for the duration of the unexpired term may be elected by the BOARD OF CONTROL. Should all three offices become vacant at the same time, the DIRECTOR will chair the Board temporarily to elect a replacement slate, who will serve the remainder of the term.

2.1-5 The BOARD OF CONTROL shall hold 4 regular meetings per fiscal year.

Regular meetings shall be held on the second Tuesday in August, November, April, and June of the same fiscal year, at such time and location as designated by the Chairperson.

The BOARD OF CONTROL will conduct its meetings under Robert's Rules of Order and the Illinois Open Meeting Act (5 ILCS 220/1 *et seq.*).

Special meetings may be called by the Chairperson or any (2) MEMBER DISTRICT representatives. The party calling a special meeting may request the Secretary to notify the members of the BOARD OF CONTROL at least 48 hours in advance of such a meeting. The action of any special meeting will be limited to items in the notice.

Meetings may also be called pursuant to the provisions of Section 10-6 of the School Code of Illinois (105 ILCS 5/10-6) and the Illinois Open Meetings Act (5 ILCS 220/1 *et seq.*). Notice of all meetings shall be made in accordance with said Open Meetings Act.

2.1-6 A quorum of the BOARD OF CONTROL will consist of a majority of all MEMBER DISTRICTS. The passage of any action by the BOARD OF CONTROL will require a majority of the weighted vote present.

2.1-7 The BOARD OF CONTROL will develop and approve general policies which are necessary for the efficient operation of the Intergovernmental Cooperation Agreement.

2.1-8 The BOARD OF CONTROL will be responsible for the adoption of an annual budget and provision of sound fiscal management.

2.1-9 The BOARD OF CONTROL will consider recommendations relative to the operation of the AGREEMENT, but shall retain the right to accept, amend, or reject any recommendation of the DIRECTOR.

2.1-10 The BOARD OF CONTROL will assess and evaluate the SYSTEM, including directing the completion of applicable needs assessments that are necessary to meet requirements of Part 256 of Perkins V.

2.1-11 The BOARD OF CONTROL, after consideration of the recommendations of the DIRECTOR, will approve the employment of ROCTE staff.

2.1-12 The provisions of the Intergovernmental Cooperation Agreement and the ROCTE Policy Manual will serve as the by-laws by which this SYSTEM is governed.

SECTION 2.2 ADMINISTRATIVE STRUCTURE

The BOARD OF CONTROL will appoint a DIRECTOR who will be responsible to the Board.

SECTION 2.3 DUTIES OF DIRECTOR

2.3-1 Administer the Intergovernmental Cooperation Agreement in accordance with policies and other directives adopted by the BOARD OF CONTROL.

2.3-2 Fulfill all grant responsibilities outlined in the Assurance Pages of ISBE grant applications on behalf of the SYSTEM.

2.3-3 Approve implementation of PROGRAMS in the Illinois State Course System following the guidelines set forth by ISBE, and ensure approved programs continue to meet the size, scope, and quality definitions of the Illinois State Board of Education.

2.3-4 Ensure the completion of all applicable needs assessments necessary to meet the requirements of Part 256 of Perkins V.

MEMBER DISTRICTS contribute to the completion of local needs assessment.

2.3-5 Maintain adequate records to support all claims for reimbursement by ISBE and other grantors.

Make such records accessible to MEMBER DISTRICTS, upon request.

Make such records available for audit by state and federal authorities as required by ISBE Rules Part 256, and other regulations applicable to public grant funds.

2.3-6 File and implement a budget as approved by the BOARD OF CONTROL, and make such other reports.

2.3-7 Perform such other duties as may be required by law.

SECTION 2.4 REGIONAL ADVISORY COMMITTEE

2.4-1 The Regional Advisory Committee will be composed of representatives from each of the Program Advisory Committees and other members as determined by the BOARD OF CONTROL, and will serve in an advisory capacity to the BOARD OF CONTROL.

2.4-2 The Regional Advisory Committee will operate according to policies and procedures adopted by the BOARD OF CONTROL. The composition and performance of all advisory committees will also adhere to state and federal statutes, rules, regulations, and guidelines.

ARTICLE III – PROGRAMS

SECTION 3.1 PROGRAMS AND SERVICES

3.1-1 The BOARD OF CONTROL, after consideration of the recommendations of the DIRECTOR, shall determine what programs and services are available to the SYSTEM.

3.1-2 Instructional programs managed by the SYSTEM will be delivered to students via ISBE-approved programs operated by MEMBER DISTRICTS, the local area career center, and other contracted agencies.

3.1-3 Each SYSTEM program will be established to meet the needs of students within the Region. Selection of SYSTEM programs will be based upon sound planning, which will take into consideration assessments of local needs, student interest, employment data, and applicable government agency information.

Programs under the SYSTEM should contain the following elements:

- Have an outcome-oriented curriculum that includes, or is moving toward, instruction of competency-based teaching principles.
- Include a well-defined sequence of offerings leading to accomplishment of one or more CTE educational goals.
- Describe specific courses to be included, their sequence, and related skills courses, where appropriate.
- Insure high-quality instruction, equipment, and facilities.
- Consider efficiency of delivery.

SECTION 3.2 ARTICULATION

3.2-1 An agreement shall exist between the SYSTEM and post-secondary institutions establishing the procedures for articulation of programs between the two educational levels.

3.2-2 The SYSTEM is responsible for publishing articulation information annually, communicating articulation processes to MEMBER DISTRICTS, and maintaining articulation records.

SECTION 3.3 EQUITABLE ACCESS

The SYSTEM recognizes the importance of equity, diversity, and inclusion throughout all aspects of the student's educational experience.

3.3-1 The SYSTEM will provide equitable access to career exploration and preparation, and CTE academic and social support for all students.

3.3-2 The SYSTEM will provide targeted support services for special populations.

3.3-3 The SYSTEM will provide evidence-based professional learning and resources to support MEMBER DISTRICT programs in collecting and using data to improve activities and services for members of special populations.

3.3-4 The SYSTEM will collaborate with community-based organizations, the workforce development system, business partners and families to build partnerships that support students,

create programs that ensure equitable access to high-quality programs, and create opportunities for work-based learning.

3.3-5 Each MEMBER DISTRICT may determine through annual Board of Education action which SYSTEM programs or courses shall be offered to their students.

SECTION 3.4 PROGRAM MANAGEMENT

3.4-1 All SYSTEM PROGRAMS will be recommended by the DIRECTOR to the BOARD OF CONTROL for approval.

Each MEMBER DISTRICT will determine its scope of student participation in approved programs.

A REGIONAL PROGRAM consists of course(s) offered at one site, and approved to serve students from all MEMBER DISTRICTS.

A SHARED PROGRAM consists of courses approved to serve students from two or more MEMBER DISTRICTS.

A LOCAL PROGRAM consists of courses approved to serve students from one MEMBER DISTRICT.

3.4-2 Each MEMBER DISTRICT offering a SYSTEM PROGRAM will be responsible for incorporating SYSTEM employer-validated job tasks into curricular offerings.

3.4-3 Nothing in this AGREEMENT will prohibit or restrict the right of a MEMBER DISTRICT or combination of MEMBER DISTRICTS to provide career and technical education course(s) or program(s) independently, and without approval or coordination by the BOARD OF CONTROL.

CTE programs not approved by ISBE may not be eligible for state and federal career and technical education funding and support.

3.4-4 Each MEMBER DISTRICT will determine the eligibility of its own resident students for ISBE-approved programs, as well as independent or non-approved programs.

3.4-5 The BOARD OF CONTROL will delegate, to the Capital Area Career Center, management responsibility of REGIONAL PROGRAMS at the area career center.

Responsibility of the Capital Area Career Center will include:

Staffing

- Curriculum development
- Program coordination
- Instruction evaluation
- Management of supplies, equipment, and facilities
- Maintenance and insurance of SYSTEM equipment located on CACC premises

3.4-6 The DIRECTOR will coordinate, direct, and assist in making arrangements for establishing, scheduling, conducting, and evaluating SYSTEM programs and services.

3.4-7 The BOARD OF CONTROL, after consideration of the recommendations of the DIRECTOR, shall employ or contract for services necessary to the functions of the SYSTEM.

Such services shall be paid from SYSTEM funds.

ARTICLE IV – HOUSING

SECTION 4.1 PROGRAM SITES

4.1-1 The Capital Area Career Center site will house one SYSTEM REGIONAL PROGRAM.

4.1-2 The BOARD OF CONTROL, after consideration of the recommendations of the DIRECTOR, may determine additional sites for LOCAL, SHARED, and REGIONAL PROGRAMS.

SECTION 4.2 REGIONAL OFFICE

The administrative office of the SYSTEM will be located at the Capital Area Career Center, or at such other location as determined by the BOARD OF CONTROL.

ARTICLE V – FINANCE

SECTION 5.1 BUDGET

5.1-1 Administrative costs will be defined as salary, benefits, and related operational costs for services necessary to the functions of the SYSTEM, as authorized by the BOARD OF CONTROL.

5.1-2 MEMBER DISTRICTS participating in the SYSTEM's REGIONAL PROGRAMS operated by the Capital Area Career Center shall be assessed tuition costs, based on the existing tuition policies in effect at the time, as determined by the BOARD OF CONTROL of the Capital Area Career Center.

5.1-3 Other REGIONAL PROGRAM(S) offered by the SYSTEM shall have a level regional tuition charge established by the BOARD OF CONTROL.

5.1-4 CTE funding allocations will be disbursed, in accordance with allowable cost guidelines, to MEMBER DISTRICTS offering approved SYSTEM PROGRAMS.

SECTION 5.2 FINANCING THE INTERGOVERNMENTAL COOPERATION AGREEMENT

5.2-1 Each MEMBER DISTRICT will contribute such sums of money as are due under the terms of this AGREEMENT, based on the operating budget adopted by the BOARD OF CONTROL.

The BOARD OF CONTROL may determine, if and when necessary, to assess each member district for any shortfall or deficit due to an inadequate budget.

5.2-2 Each MEMBER DISTRICT will assume their respective financial obligations, without the imposition of financial responsibility of any other MEMBER DISTRICT.

Each MEMBER DISTRICT will promptly do all things necessary to legally commit their own district to the timely payment of its costs, with respect to any other legal or financial obligation.

5.2-3 Local Match funds will be used for expenses not covered by grant monies, or in the case that State funding disbursements are delayed, to pay for services necessary to the functions of the SYSTEM.

Local Match obligations will be recommended by the DIRECTOR and approved by the BOARD OF CONTROL annually. The MEMBER DISTRICT's share of Local Match obligations is based on the MEMBER DISTRICT's proportionate share of the SYSTEM's total student enrollment, as reported in the state's Fall Housing Report for the previous school year.

Local Match obligations are due October 1st.

5.2-4 The SYSTEM's accounting procedures will conform to all applicable rules and regulations of the Illinois State Board of Education.

5.2-5 A minimum of one local financial audit per fiscal year will be conducted in accordance with Section 3-15.1 of the School Code of Illinois, as amended.

SECTION 5.3 CHARGES TO NON-MEMBERS

5.3-1 Charges made to non-member school districts, individuals, or other governmental bodies for educational and training services provided by this AGREEMENT will be established by the BOARD OF CONTROL, but in no case less than charges made to MEMBER DISTRICTS.

5.3-2 Charges to non-member school districts for separate programs designed to meet a need of the non-member school district will be determined on a case-by-case basis.

SECTION 5.4 TREASURER

The BOARD OF CONTROL shall appoint a Treasurer for the Intergovernmental Cooperation Agreement who shall, in all respects, be qualified to serve in a manner consistent with Article 8 of the School Code of Illinois. The provisions of which law are herewith established and adopted to govern the service of the Treasurer of this AGREEMENT.

The Treasurer shall file a bond with the Office of the Superintendent of the Regional Office of Education of Sangamon County, as well as such other offices as may be required by the Illinois State Board of Education, or otherwise by law,

SECTION 5.5 FISCAL OPERATIONS

5.5-1 The BOARD OF CONTROL shall prepare, display, give public notice and conduct hearings on the budget of the Intergovernmental Cooperation Agreement.

5.5-2 The BOARD OF CONTROL shall prepare and publish a statement of affairs consistent with the provisions of Sections 10-17 and 17-1 of the School Code of Illinois and the requirements and regulations of the Illinois State Board of Education.

5.5-3 The BOARD OF CONTROL shall cause accounts and ledgers to be maintained in accordance with the requirements of Sections 3-15.1 and 3-15.14 of the School Code of Illinois and the requirements of the Illinois State Board of Education.

5.5-4 The BOARD OF CONTROL shall cause all receipts and expenditures to be posted in the accounts of the Intergovernmental Cooperation Agreement as may be required by law and the Illinois State Board of Education.

5.5-5 The BOARD OF CONTROL shall cause all financial records of the Intergovernmental Cooperation Agreement to be maintained in accordance with the laws governing the financial records of public bodies of the State of Illinois.

5.5-6 The BOARD OF CONTROL shall employ a qualified auditor(s) to conduct an annual financial audit of the Intergovernmental Cooperation Agreement, and shall report such audit in an Annual Financial Report meeting the requirements of law, including Sections 5-7, 3-15.14 of the School Code of Illinois.

5.5-7 The BOARD OF CONTROL shall cause all financial records of the Intergovernmental Cooperation Agreement to be available for public inspection, outside auditors, and the personnel of the Illinois State Board of Education, and otherwise as required by law of the directives of the Illinois State Board of Education.

5.5-8 The BOARD OF CONTROL shall cause the financial operations of the Intergovernmental Cooperation Agreement to conform in all respects to the laws of the United States, the State of Illinois, and the rules and regulations of the Illinois State Board of Education.

5.5-9 The BOARD OF CONTROL shall adopt policies and take all other actions as are necessary to carry out the directives of objectives of the BOARD OF CONTROL.

5.5-10 The BOARD OF CONTROL shall be responsible for the payment of any funds that are to be returned to the Illinois State Board of Education.

ARTICLE VI – TRANSPORTATION

SECTION 6.1 RESPONSIBILTIIY

Transportation of individual students to and from the home school and SYSTEM PROGRAMS will be the responsibility of the MEMBER DISTRICT.

SECTION 6.2 COORDINATION

Where desirable, MEMBER DISTRICTS may wish to enter into separate agreements to facilitate the economical and efficient transportation of students to SYSTEM programs. However, the administration of those transportation arrangements will be separate form the administrative component of the SYSTEM.

ARTICLE VII – TERMINATION, WITHDRAWAL, AND REMOVAL

SECTION 7.1 TERMINATION

This AGREEMENT may be terminated in the event that 100% of MEMBER DISTRICTS agree to do so. In such instances, the vote to terminate must occur twelve months prior to beginning of the following fiscal year (July 1st).

Notice shall be given to the Illinois State Board of Education in such case.

SYSTEM assets shall be distributed in accordance with the interests vested in each asset.

SECTION 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 in which the district plans to withdraw.

7.2-2 Notification of intent to withdraw, as well as final action by the BOARD OF CONTROL, will be forwarded to the Illinois State Board of Education.

7.2-3 Should a MEMBER DISTRICT give written notice of withdrawal, that MEMBER DISTRICT must continue to participate and meet all financial obligations until the withdrawal date (July 1st).

SECTION 7.3 REMOVAL

A MEMBER DISTRICT failing to abide by the provisions of this AGREEMENT is subject to action by the remaining members of the SYSTEM. Such action shall begin at least 12 months prior to the removal date (July 1st).

A MEMBER DISTRICT may be removed by a two-thirds vote of the SYSTEM's Boards of EDUCATION.

The Illinois State Board of Education shall be notified of the removal of a MEMBER DISTRICT from the SYSTEM.

ARTICLE VIII – AMENDMENTS

SECTION 8.1 AMENDMENTS

8.1-1 Any proposed amendments to this document, once approved by a majority of the weighted vote cast at a regular meeting of the BOARD OF CONTROL, will be submitted along with a resolution to each MEMBER DISTRICT Board of Education for ratification.

8.1-2 MEMBER DISTRICT Boards of Education will act on a proposed amendment within 60 days.

Ratification of the amendment will be deemed to take place when two-thirds of the Boards of Education have voted to pass.

Failure of a MEMBER DISTRICT Board of Education to act within 60 days will be deemed to be a vote against the amendment.

8.1-3 The amendment will take effect upon ratification, unless it provides otherwise.

ARTICLE IX – RATIFICATION

SECTION 9.1 RATIFICATION

9.1-1 Ratification of this Intergovernmental Cooperation Agreement will take place by vote of the individual participating Boards of Education.

9.1-2 Each MEMBER DISTRICT whose Board of Education adopts said resolution shall become a PARTICIPATING MEMBER of the SYSTEM, effective July 1, 2023, or upon the date of direct approval, whichever occurs later.

Regional Office of Career and Technical Education (ROCTE)

July 2023

