

INTERGOVERNMENTAL COOPERATION AGREEMENT  
AMONG PARTICIPATING DISTRICTS  
FOR THE  
CAPITAL AREA CAREER CENTER

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~~INTERGOVERNMENTAL COOPERATION AGREEMENT  
AMONG PARTICIPATING DISTRICTS  
FOR THE  
CAPITAL AREA CAREER CENTER~~

~~As Amended  
July 27, 1975  
October 10, 1977  
June 1, 1978  
February, 1982  
July, 1983  
November, 1984  
December, 1986  
September, 1997  
June, 2003  
April, 2013  
June, 2017  
June, 2019~~

THIS AGREEMENT, is made of this 20<sup>th</sup> day of April, 2023, by and among the Boards of Education of the School Districts listed in Article 1, Section 3-Membershp, which hereinafter will be referred to as “Member Districts.”

WHEREAS, Sections 100-22.20a, 10-22.31a and 10-22.31b of the School Code of Illinois authorize school Districts and Area Career Centers to enter into joint agreement for the provision of joint education and vocational training program. (105 ILCS 5/10-22.20a 5/10-22.31a and 10-22.31b)

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

NOW THEREFORE, each of the Member Districts agree with the other as follows:

**ARTICLE I – GENERAL**

Section 1. Name ~~(Amended September, 1997)~~

The name of this Secondary ~~Vocational~~-Career Center shall be CAPITAL AREA CAREER CENTER, hereinafter referred to as the Area Center.

Section 2. Purpose ~~(Amended September, 1997)~~

The purpose of the Area Center shall be to provide post-elementary students the opportunity to pursue career options to enhance employability through technical and workplace skill development, to transition into employment or post-secondary education and to prepare for life-long learning.

The Area Center shall provide specialized ~~vocational~~-career and technical programs for all students who need and may profit from such specialized training and who reside within a member district; provide the needed educational facilities and employ a director and other professional staff for such programs; acquire, build, establish, and maintain sites and buildings that may be needed for area ~~vocational~~-career and technical education programs; and provide for the administration and financing of such programs, all in accordance with the provisions of the Illinois School Code and all other applicable provisions of the Illinois and Federal law.

Section 3. Membership (~~Amended February, 1982; June, 2017, June, 2019~~)

3-1 Membership in this Area Center shall be extended to all school districts` within a reasonable distance from the Area Center that meet the requirements of this Agreement and all applicable laws and regulations, including those of the Board of Control.

Original members are as follows:

Athens	Auburn	Ball Chatham	Divernon
Edinburg	Girard	New Berlin	Pleasant Plains
Riverton	Rochester	Springfield #186	Tri City
Viriden	Waverly		

Current members are as follows:

Athens	Auburn (Divernon)	Ball Chatham	Edinburg
New Berlin	North Mac(Girard/Viriden)	Pleasant Plains	Riverton
Rochester	South Fork	Springfield #186	Taylorville
Tri City	Waverly		

3-2 Membership to Districts applying after July 1, 1973, may be granted by action of the Board of Control in accordance with Provisions in Article V, Section 1. (~~Amended-February, 1982~~)

3-3 Membership shall continue provided that member districts can withdraw from the Intergovernmental Cooperation Agreement in accordance with the provisions of the School Code of Illinois, the provisions of which are herewith established and adopted as the means of withdrawal from this Intergovernmental Cooperation Agreement, and Article V of this Intergovernmental Cooperation Agreement..(~~Amended June, 2003~~).

3-3-a At any time during the construction and/or operation of a joint building program, boards of education subject to this Agreement may withdraw in accordance with Section 10-22.31a of the School Code.

3-4 All questions of membership under this Article shall only be considered at a regular or special meeting of the Board of Control.

## ARTICLE II – ORGANIZATION AND OPERATION

### Section 1. Board of Control

- 1-1 The Board of Control shall be composed of a designated voting member from each school district. The voting member shall be a Board of Education member or a proxy designated and approved by the Board of Education. Each district will be afforded a minimum of one vote. For each additional public, private, or parochial high school within a member school district with an enrollment of 250 students or more, the voting member shall have an additional vote. No district shall have more than one vote less than one-third of the total accumulated membership vote. The designated voting member of a district of multiple high schools will cast all votes for the district. Each appointed member's term should generally be at least two years in duration to insure continuity. Both appointment and withdrawal of any such member shall be reported in writing by the appointing school board and certified by its secretary. The Superintendent of the Sangamon County Educational Service Region, or designated representative, shall be a non-voting, ex-officio member of the Board of Control, or a voting member if designated as the Administrative Agent. (~~Amended June, 2003; June, 2017~~)
- 1-2 The Board of Control shall hold four regular yearly meetings. Meetings shall be held on the third ~~Thursday~~ ~~Tuesday~~ of the months of October, January, April, and June of each fiscal year at such time and location as designated by the Chairperson and specified in writing two weeks prior to the meeting by the Secretary of the Board. A special meeting may be called by the Chairperson or any two Board members. Each Board member must be notified at least five (5) days in advance of any special meeting. The action of any special meeting shall be limited to items in the notice. (~~Amended October, 1977; June 1978; April, 2013~~)
- 1-3 The Board of Control shall, from its membership, elect a Chairperson, Vice-Chairperson, and Secretary who shall service for a term of two years each. Such officers will be elected biannually at the regular June meeting of the Board and assume their duties at the close of the June meeting. In the event that officer vacancies occur, temporary replacements to serve for the duration of the unexpired terms may be elected by the Board. Should all three offices become vacant at the same time, the Director will temporarily chair the Board to elect a replacement who shall serve for the remainder of the term. (~~Amended July, 1975; July 1983; June, 2003; June 2017~~)
- 1-4 The Board of Control may appoint a ~~Recorder~~ ~~Recording Secretary~~ to provide minutes of its meetings and perform other duties as may be required. Such appointments will be ongoing until such time as the Board decides to eliminate or replace said ~~Recorder~~ ~~Recording Secretary~~. All minutes and proceedings of the Board of Control shall be subject to the provisions of the Illinois Open Meetings Act and the Illinois Freedom of Information Act. (~~Added July, 1983; Amended June, 2003~~)

- 1-5 ~~The Chairperson for the Board of Control shall appoint a nominating committee whose task it shall be to recommend biannually at the June meeting of said Board of Control a slate of officers for the Board of Control and, annually, at the June meeting a slate of candidates for those terms that expire on the Executive Council, all elected at the June Board meeting, as stated in Section 1-3. (Amended July 1975; July 1983; June, 2003; April, 2013; June, 2017)~~
- 1-6 All meetings shall be conducted according to the latest edition of Robert's Rules of Order, except as specified in this Agreement.
- 1-7 A quorum of the Board of Control shall be constituted of a majority of the member districts. Items concerning the joining or withdrawal of districts from the Agreement, amending the Agreement shall require a two-thirds (2/3) vote for passage. All other resolutions and motions shall require a majority of the votes cast for passage. A quorum must be present to conduct any official business. ~~(Amended October, 1977; December, 1986; June, 2003)~~
- 1-8 The Board of Control shall, with the advice of the Executive Council, approve policies for the Area Center, and shall be responsible for employment of the Director. ~~(Amended October, 1977)~~
- 1-9 The Board of Control shall, at its regular June meeting, receive the budget prepared by the Director and recommended by the Executive Council, and shall adopt a budget for publication, hearing and ratification. ~~(Amended July, 1975; October, 1977; June, 1978; June, 2003; April, 2013)~~

## Section 2. Executive Council

- 2-1 ~~The Executive Council shall consist of seven (7) voting members, five (5) from Sangamon County and two (2) from counties other than Sangamon. One of the five (5) Sangamon County members shall be the representative from Springfield District No. 186. Each member district shall designate a person who is available for election to vacancies on the Council, such person being the Superintendent, or a person designated by the Superintendent as available for election. (Amended July, 1975; October, 1977; June, 2003, June, 2017) the superintendent or the superintendent's designee from each member district.~~
- 2-2 ~~The regular elected term for members of the Executive Council shall be three (3) years. Terms of members will be staggered so that continuity may be maintained. Members of the Executive Council whose terms expire shall be retained or replaced by election at the regular June meeting of the Board of Control. Newly elected members of the Executive Council will assume their duties at the next regular meeting of the Council. (Amended October, 1977; July, 1983; April, 2013; June, 2017)~~
- 2-3 ~~In the event of a vacancy, the Executive Council shall have the power to appoint a member, from the list of eligible candidates, to serve until next regular meeting of the~~

- ~~Board of Control. At the next regular meeting of the Board, an election will be held to fill the unexpired term. (Amended October, 1977)~~
- 2-4 The Executive Council shall elect a Chairperson, ~~and Vice-Chairperson, and Secretary~~ from its membership who shall serve for one year. Such election shall be at ~~the next regular Council meeting following~~ the regular June meeting of the ~~Board of Control Executive Council~~. ~~In the event that neither of the Chairperson nor Vice-Chairperson are retained as members of the Council by the Board of Control at their June meeting~~ ~~In the absence of the Chairperson or Vice-Chairperson, the Director will temporarily chair the Executive Council meeting to elect a new Chairperson.~~ Should officer vacancies occur, the Executive Council may elect new officers to serve for the remainder of the affected terms. ~~(Amended October, 1977; July, 1983; June, 2003; April, 2013, June, 2017)~~
- 2-5 The Executive Council shall appoint a Recording Secretary to provide minutes of its meetings and perform other duties as may be required. Such appointment will be ongoing until such time as the Council decides to eliminate or replace said Recording Secretary. ~~(Added July, 1983)~~
- 2-6 All meetings shall be conducted according to the latest edition of Robert's Rules of Order, except as specified in this Agreement. A quorum of the Executive Council shall be constituted of a majority of members. A quorum must be present to conduct any official business. ~~(Amended July, 1975; October, 1977)~~
- 2-7 The Executive Council, at its regular June meeting, shall, ~~by resolution,~~ designate the date, time, and place of their monthly meetings for the upcoming school year. ~~, which shall be held at least monthly. (Amended October, 1977)~~
- 2-8 Each of the members will be accorded one vote.
- 2-9 All resolutions and motions shall require a majority of the votes cast for passage.
- 2-10 The Executive Council shall:
- 2-10-a Develop policies mandated by the Board of Control in the best interest of the Area Center. ~~(Amended October, 1977)~~
  - 2-10-b Establish rules, regulations, and procedures for the operation of this program, none of which shall be contrary to the specific provisions of the Agreement and the policies of the Board of Control. ~~(Amended October, 1977)~~
  - 2-10-c Provide in written form those rules, regulations and procedures which have been developed for the operation of the Area Center and the carrying out of this Agreement. Such rules, regulations, or procedures which are developed and/or amended shall be reported to the Board of Control.

- 2-10-d Be responsible, upon receiving the advice of the Director, for the employment, retention and dismissal of all personnel. ~~(Amended July, 1975; June 2003)~~

Section 3. Intergovernmental Cooperation Agreement (Fiscal and Legal Entity) ~~(Amended June, 2003)~~

3-1 The Capital Area Career Center shall be organized under the provisions 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. ~~(Amended June, 2003)~~

~~3-2 (Repealed, June, 2003)~~

~~3-3 (Repealed, June, 2003)~~

Section 4. Administrative Structure (Director)

4-1 Employment

~~(Original Section 4-1-a Repealed October, 1977)~~

4-1-a When there is a vacancy in the position of Director, candidates for that position shall be interviewed by the **members of the Executive Council and Board of Control. Action to approve the recommended candidate shall occur at the next scheduled Board of Control meeting or at a special Board of Control meeting called by the Board of Control Chairperson.** ~~, or their committees, except those involving the contract of the Director. (Amended October, 1977)~~

4-1-b After employment, the Director shall be an ex-officio member of all meetings held by the Board of Control, Executive Council, or their committees, except those involving the contract of the Director.

4-2 Duties, Responsibilities and Authority

4-2-a The Director shall be totally responsible for the operation of the Area Center. He/she shall act as the chief administrative officer of the Area Center, and shall carry out the policies established by the Board of Control. He/she shall report immediately to the Executive Council. ~~(Amended June, 2003)~~

4-2-b It shall be the responsibility of the Director to direct, supervise, and coordinate the work of the school and its employees. In the discharge of this responsibility, it shall be the duty of the Director to assign and/or transfer all employees in accordance with the needs of the school.

4-2-c The Director may delegate work to any employee except in such matters as by the statute or this Agreement specifically prohibit. All reports and recommendations to the Executive Council from any employee are under the direction and supervision of the Director's office except when specifically directed by the Executive Council or Board of Control. All Executive Council actions requiring or authorizing the doing of anything by an employee, or requiring a report, shall be carried out through the Director, it

being the intent of this section that the Board of Control and its Executive Council and committees shall deal only with the Director in respect to all matters for which he/she is responsible.

- 4-2-d The Director shall be responsible for the interviewing and recommending for employment all new and replacement administrative, instructional, and operational staff members to the Executive Council. The Director shall be responsible for the organization of the administrative staff and shall recommend from time to time, the organizational pattern, job descriptions, and classifications necessary for the proper management of the Area Center. ~~(Amended October, 1977)~~
- 4-2-e The Director shall recommend the establishment, modification, and/or appointment of professional and lay advisory committees.
- 4-2-f The Director shall be responsible for requesting and acquiring all data, reports, or resources which may be deemed necessary in the efficient operation of the Area Center. ~~(Amended June, 2003)~~
- 4-2-g The Director shall submit to the Executive Council, on or before the first regular meeting in May of each fiscal year, a tentative program budget. The tentative program budget shall be a projection of operations for the next fiscal year. ~~(Amended June, 1978, June, 2019)~~
- 4-2-h The Director shall prepare a final recommendation of the operating budget based on Executive Council recommendations and submit said budget to the Board of Control members no later than two (2) weeks prior to their June meeting. The Board of Control shall adopt an operating budget for the forthcoming fiscal year. ~~(Amended June, 1978; April 2013)~~
- 4-2-i The Director shall be responsible for developing and recommending a curriculum to the Executive Council which purposes to meet the needs of the area schools and their students. Such curriculum development must be based on manpower supply and demand data, student interests, advisory committee and Executive Council recommendations. Final approval shall be by the Board of Control.
- 4-2-j The Director shall be responsible for writing all state and federal grants, submitting expenditure reports, and fulfilling all GATA requirements.
- 4-2-k The Director shall be responsible for ensuring the completion of the applicable needs assessments necessary to meet the requirements of Part 256 and Perkins V.

## Section 5. Advisory Committees



- 5-1 Citizens' advisory committees will be utilized as required, identified, and recommended by the Director. ~~and approved by the Executive Council.~~
- 5-2 ~~A committee shall, from its membership, elect a Chairperson, Vice Chairperson, and appoint a Secretary.~~
- 5-3 ~~The number of the members of a committee shall be determined by the Council from time to time. Appointment of members to a committee shall be made by the Council for such terms as the Council shall determine.~~
- 5-25 It shall be the responsibility of the Advisory Committees to assist the administrative and professional staff, Executive Council, and Board of Control in the identification, development, implementation, evaluation, and budgeting for proposed or existing ~~career and technical education~~ vocational programs. ~~-(Amended July, 1975)~~

#### Section 6. Treasurer

The Board of Control shall appoint a Treasurer for the Intergovernmental Cooperation Agreement who shall in all respects be qualified and 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 Intergovernmental Cooperation Agreement. The Treasurer shall file a bond with the Office of the Superintendent of the Educational Service Region of Sangamon County as well as such other officers as may be required by the Illinois State Board of Education or otherwise by law. ~~(Added June, 2003)~~

### ARTICLE III – PROGRAM

#### Section 1. Types of Programs and/or Services

The types of programs and services offered will be determined by the Board upon recommendation of the Executive Council and based upon information received from community studies, committee recommendations, applicable governmental agencies, and other reliable sources. ~~(Amended April, 2013)~~

#### Section 2. Arrangements for Physical Facilities

- 2-1 Member districts shall utilize applicable provisions of the School Code, including, but not limited to, Sections 10-22.31b, 17-2.4, and 19-30 to provide funds to acquire, build, establish and maintain sites, equipment and buildings for Area Center Programs. The member districts shall bear a pro rata portion of the costs that are not paid by State or Federal funds, based on assessed valuation. ~~-(Amended December, 1986)~~
- 2-2 The Executive Council shall assist the member districts in making arrangements with the State and Federal government (through their appropriate agencies) for joint financing by the member districts in accordance with the provisions of Article III, Section 5-5, hereof. ~~-(Amended July, 1975; June, 2003; April 2013)~~

2-3 The Board of Control shall be authorized to borrow money and to bind the Capital Area Career Center as an entity, and in its own name, to execute instruments of indebtedness and particularly certificates of indebtedness as authorized by Section 17 of the Local Government Debt Reform Act to secure such debt and otherwise as be permitted or required by any law of the state of Illinois including without limitation Article 19b of the School Code of Illinois.—(Added June, 2003)

Section 3. Arrangements for Securing and Employing Staff

Staff contracts shall be the responsibility of the Executive Council, subject to budgetary approval of the Board of Control. (Amended June, 1978; June, 2003)

Section 4. Involvement of Other Community and State Agencies

The Executive Council, through the Director, shall organize and effectively maintain a system of communications and groups within the Area Center community. The Council shall establish and maintain efficient liaison with all applicable State and other governmental agencies. (~~Amended June, 2003; April 2013~~)

Section 5. Finance (~~Amended October, 1984~~)

5-1 Member districts shall participate in the expenses of the operation of the Area Center as defined in Section 10-22.22 of the Illinois School Code and as hereinafter set forth. Each member district shall pay tuition charges for instructional and support services and charges for operations, building and maintenance of the Center and costs of the retirement of debt and the service of debt incurred under the provisions of Section 17 of the Local Government Debt Reform Act and Article 19b of the School Code of Illinois and as included in the annual budget adopted by the Board of Control. (~~Amended October, 1984; June, 2003~~)

5-1-a Tuition charges will be calculated for all instruction, support and other costs exclusive of operations, building and maintenance costs. The first billing each fiscal year shall be 50% of the total annual budgeted tuition and calculated on the current number of enrolled students as of the eleventh day of attendance of the first semester payable in September. The second billing each fiscal year shall be for 50% of the tuition calculated on enrollments as of the eleventh day of the second semester and shall be payable in February.

5-1-b Operations, building and maintenance (OBM) charges and retirement of debt and debt service of obligations made in the name of the Capital Area Career Center and under the provisions of Section 17 of the Local Government Debt Reform Act, Article 19b of the School Code of Illinois and such other lawful debt as may be entered into in the name of the Capital Area Career Center by the Board of Control and determined by the Board of Control to be suitable retirement by period payments by the member school districts will be calculated and billed at the same time as tuition charges. Member districts share of the OBM cost will be calculated on a formula reflecting each member district's proportionate share of the total membership's student enrollment for grades ten and eleven as reported in the State's fall housing report for the

previous school term. Each member district will pay 50% of their annual share at the time each tuition payment is due.

~~*\*Note: For the 1985-89 charges, 40% of the OBM costs will be calculated for charges with the balance of OBM costs included as tuition. For the 1986-87 charges, 70% if the OBM costs will be calculated and for the 1987-88 charges, 100% of the OBM costs will be calculated as OBM charges. (Amended June, 2003)*~~

- 5-1-c Adjustments in the form of additional charges or refunds may be made following the completion of the annual audit, or as necessary by action of the Board of Control.
- 5-2 Non-member districts who have been approved by the Executive Council and Board of Control may enroll students at the Area Center and will be billed on a tuition basis as established by the Board of Control. ~~(Amended October, 1984)~~
- 5-3 Member Districts shall record operational expense (tuition) payments as Tuition Paid – Capital Area Career Center. ~~– (Amended June, 2003)~~
- 5-4 The Board of Control shall cause to be recorded the monies received for operation from participating districts as Tuition Received – Capital Area Career Center. ~~– (Amended June, 2003)~~
- 5-5 Member districts shall pay to the Board of Control such sums of money for construction and related costs as are prorated among and to them and scheduled for payment by the provisions of the project proposal. Proposals for capital projects over \$500,000 in the aggregate that require additional funding from the member districts shall be initiated by an Executive Council recommendation to the Board of Control. Upon receipt of such recommendation, the Board of Control shall take action at a regular or special meeting. Upon a favorable vote of two-thirds (2/3) of the votes cast by the Board of Control on the proposed capital project, the Secretary of the Board shall submit the proposed capital project to the member Boards of Education. Such member Boards of Education shall individually take action on the proposed capital project within in forty-five (45) days of receipt thereof, and report their action to the Board of Control. Upon approval of two-thirds (2/3) of member Boards of Education of the proposed capital project, the capital project will be deemed to be approved. The Secretary of the Board of Control shall notify all member districts of the disposition of any proposed capital projects within five (5) days following the vote deadline. ~~(Amended October, 1977; June, 2003; June, 2017)~~
- 5-6 Member districts, pursuant to statute, shall obtain their appropriated portion of the financing necessary for the construction of facilities as provided by, but not limited to Sections 20-22.31a, 10-22.31b, 17-2.4, 19b-1 et seq. and 19-30 of the School Code. All member boards shall fully assume their respective financial obligations without the imposition of financial responsibility or liability of any one school district upon any other school district. (Failure of a member district to meet the financial

obligations of this Agreement shall be cause for the Board of Control to take an appropriate administrative or legal action.) ~~(Amended June, 2003)~~

- 5-7 Contributions from private, business or foundation sources for the benefit of the Area Center project shall be made to the Capital Area Career Center. For contributions exceeding \$10,000, ~~the~~ Executive Council will recommend to the Board of Control concerning the proper disposition thereof. ~~(Amended July, 1975; June, 2003)~~
- 5-8 Accounting procedures shall conform to directives by the Illinois State Board of Education. ~~(Amended July, 1975)~~
- 5-9 The Board of Control shall maintain accounts of Area Center development, construction, and operational expenses and shall make these available to participating districts as needed /or requested. ~~(Amended June, 2003)~~
- 5-10 An annual audit shall be conducted in accordance with Section 3-15.1 of the School Code, as amended.

#### Section 6. Budget and Fiscal Operations

- 6-1 The Board of Control shall prepare, display, give public notice and conduct hearings on the budget of the Intergovernmental Cooperation Agreement and 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. ~~(Added June, 2003)~~
- 6-2 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. ~~(Added June, 2003)~~
- 6-3 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. ~~(Added June, 2003)~~
- 6-4 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 and shall employ qualified auditors to make an annual audit of finances of the Intergovernmental Cooperation Agreement and shall report the such audit in an Annual Financial Report meeting the requirements of law including Sections 5-7, 3-15.1 and 3-15.14 of the School Code of Illinois State Board of Education. ~~(Added June, 2003)~~
- 6-5 The Board of Control shall cause all financial records of the Intergovernmental Cooperation Agreement to be available for public inspection to outside auditors and the personnel of the Illinois State Board of Education and otherwise as required by law or the directives of the Illinois State Board of Education. ~~(Added June, 2003)~~

- 6-6 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 State Board of Education. ~~(Added June, 2003)~~
- 6-7 The Board of Control shall adopt policies and take all other actions as are necessary to carry out the directives or objectives of the Board of Control. ~~(Added June, 2003)~~
- 6-8 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. ~~(Added June, 2003)~~

#### **ARTICLE IV – TRANSPORTATION**

Each member district shall be responsible for the total cost of providing transportation and insurance for students of its district attending courses at the Area Center, and will make separate claims for reimbursement to the State of Illinois.

The Area Center shall not be responsible for any transportation costs to and from the district or claims of any nature arising out of transporting students to and from the district.

#### **ARTICLE V – ADMISSION AND WITHDRAWAL**

##### Section 1. Admission ~~(Amended February, 1982; December, 1986)~~

- 1-1 Non-member districts may petition in writing to the Board of Control for admission to the Center in accordance with Article I, Section 3 of this Agreement. Such petition shall include a certified Board of Education resolution requesting admission.
- 1-2 Districts whose petitions are approved by the Board of Control shall be required to provide the following as conditions of their admission and shall attain full membership upon such submission.
  - 1-2-a A Resolution adopting the Intergovernmental Cooperation Agreement the Capital Area Career Center. ~~(Amended June, 2003)~~
  - 1-2-b Any charges for new membership as determined by the Board of Control after considering recommendations by the Executive Council.

##### Section 2. Withdrawal/Dissolution ~~(Amended December, 1986; September, 1997; June, 2017)~~

- 2-1 Member districts may withdraw from participating in this Intergovernmental Cooperation Agreement, and thereby, from participation in the project in accordance with, but not limited to, the provisions of Sections 10-22.31a or 17-2.5 of the School Code, or the terms of this and this Intergovernmental Cooperation Agreement and the members hereto explicitly establish and adopt the provisions of said statute to govern the withdrawal of member districts from this Intergovernmental Cooperation

Agreement. In cases of withdrawal petitions, it is understood, however, that the withdrawing district, or district petitioned to be withdrawn, has no right to any refund for its pro rata share of capital contributed to the project under this Intergovernmental Cooperation Agreement. Districts may withdraw only by giving a minimum of three (3) months' notice prior to the end of the fiscal year, and must complete payment for the fiscal year in which notice for withdrawal is given. ~~(Amended June, 2003)~~

2-2 A district failing to abide by its Intergovernmental Cooperation Agreement with other member districts of the project is subject to action by the remaining members of the Intergovernmental Cooperation Agreement. By a two-thirds (2/3) vote of the Board of Control, a petition may be filed by the Board with the Regional Board of School Trustees calling for the withdrawal of the district in the manner provided by the School Code for the withdrawal of a district from a joint agreement. (Section 10-22.31a) ~~(Amended June, 2003)~~

2-3 In the event of the dissolution of this Intergovernmental Cooperation Agreement and the Area Center, each original member district which has been in good standing for a period of ten consecutive years or more will receive distribution of an equal, undivided, pro rata ownership share in fee in the Area Center building and real property and appurtenant grounds upon which the center building is situated which distribution shall be computed subject to further rights and distributions as provided hereafter. ~~(Amended June, 2003)~~

In addition, in the event of the dissolution of this Intergovernmental Cooperation Agreement and Area Center, each original member district which has been a member in good standing for a period of fewer than ten years also will receive distribution of an ownership share in fee in the Area Center building and real property and appurtenant grounds tenant upon which the Center building is situated which ownership share will be computed as one-tenth of an equal, undivided pro rata ownership share for each full year of membership in good standing with the remainder of such original members districts' equal undivided pro rata share to be distributed among these districts with two or more years of membership share in good standing. ~~(Amended June, 2003, June, 2017)~~

As a term of this Intergovernmental Cooperation Agreement, upon dissolution of this Intergovernmental Cooperation Agreement and Area Center, the Board of Education of each member district will execute such deeds, conveyances and other writings and will perform such additional acts as may be necessary or appropriate in law to accomplish such distribution. ~~(Amended June, 2003)~~

For the purposes of this Section 2.3, a member district shall be deemed in good standing which annually has paid all assessments, charges and fees of this Intergovernmental Cooperation Agreement and the Center. ~~(Amended September, 1997; June, 2003)~~



### Section 3. Student Eligibility and Equitable Access

- 3-1 All secondary students residing within the boundaries of the participating school districts are eligible to attend, provided such students meet course registration requirements.
- 3-2 The CACC recognizes the importance of equity, diversity and inclusion throughout all aspects of a student's educational experience. The CACC is committed to devising strategies and overseeing initiatives within the career center that will celebrate our diverse campus populations. The CACC will work to assure a mix of students, faculty and staff that mirrors the census demographics for our local and regional communities. Our overarching responsibility is to help students successfully complete their career training and industry credentialing. In addition, the CACC will provide targeted support services, informed by evidence-based practice, for special populations.
- 3-3 The CACC 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 and supports, create opportunities for work-based learning and ensure access to high quality programming.
- 3-4 The Executive Council, with Board of Control approval, may contract with agencies of the state of Illinois, with ~~junior~~ community college boards, or similar agencies for cooperative programs serving student assigned by one of those groups.
- 3-35 ~~No tuition students from non-member schools will be accepted without prior approval of the Executive Council and Board of Control. (Amended October, 1977; December, 1986)~~ Students from member districts will have priority in all programs. Students from non-member schools will be accepted pending space availability.

## ARTICLE VI – AMENDMENTS

Proposed amendments to this Intergovernmental Cooperation Agreement may be submitted by any member district to the Executive Council, or may be initiated by the Executive Council. The Executive Council must take action on the proposed amendment and forward its recommendation to the Board of Control which shall take action at a regular or special meeting. Upon a favorable vote of two-thirds (2/3) of the votes cast by the Board of Control on the proposed amendment the Secretary of the Board shall submit the proposed amendment to the member Boards of Education. Such member Boards of Education must take action on the proposed amendment within in forty-five (45) days of receipt thereof, and report their action to the Board of Control. When two-thirds (2/3) of member Boards of Education have approved proposed amendments, the amendment will be deemed to be in effect. It will be the responsibility of the Secretary of the Board of Control to notify all member districts of the disposition of any proposed amendments within five (5) days following the vote deadline. ~~(Amended June, 2003)~~

## **ARTICLE VII – FUNDING FOR THE CAPITAL AREA CAREER CENTER BUILDING PROGRAM**

Each member school district shall make provision for and shall determine separately the method by which it will raise the funds needed to pay its proportionate share of the cost of acquiring sites and buildings, and building, equipping, improving, and remodeling necessary buildings and sites for area ~~vocational-~~ career center building purposes. (~~Amended July, 1975; December, 1986~~)

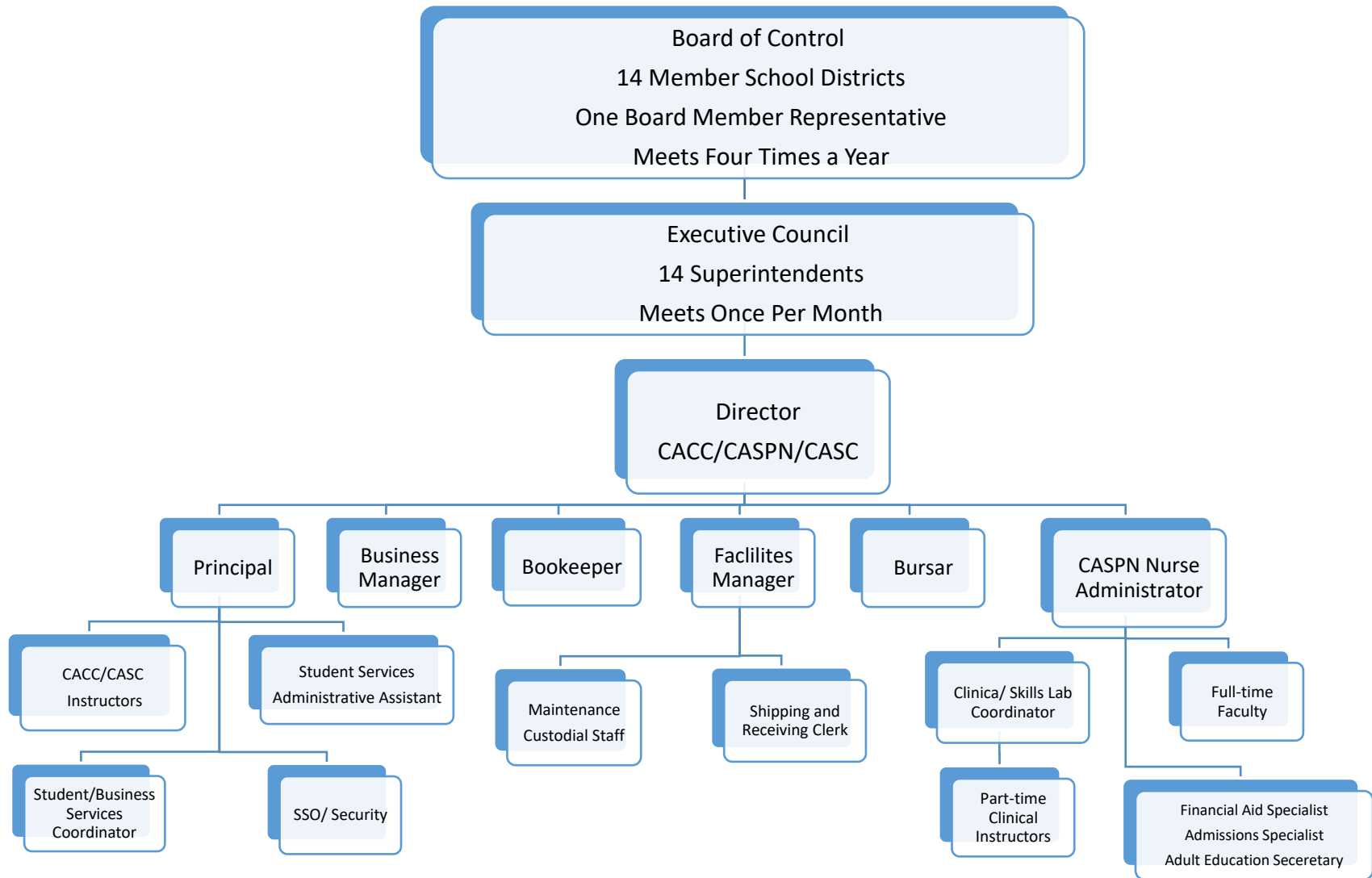
Failure of the proposition in a separate participating district or districts shall not affect the validity of the proposition nor its binding effects on all participating districts. However, the school board of any districts may withdraw from the Intergovernmental Cooperation Agreement by reason of the failure of electors of the district to approve the proposed levy. (~~Amended June, 2003~~)

## **ARTICLE VIII – CIVIL RIGHTS**

It shall be the policy of the Capital Area Career Center that discrimination will not be practiced in any area or program and that equity in both educational and employment opportunities and facilities will be provided for all students and staff to the fullest extent possible, in accordance with all legal requirements without regard to race, color, national origin, sex-, religion, age, or disability.~~or handicap.~~



# CAPITAL AREA CAREER CENTER



**BOARD OF EDUCATION FOR**

\_\_\_\_\_ **SCHOOL DISTRICT NO. \_\_\_\_**

**RESOLUTION APPROVING AMENDMENTS TO THE INTERGOVERNMENTAL  
COOPERATION AGREEMENT AMONG PARTICIPATING DISTRICTS FOR  
THE CAPITAL AREA CAREER CENTER**

**WHEREAS**, the \_\_\_\_\_ School District No. \_\_\_\_\_ (“District”) is a member of the Capital Area Career Center (“CACC”); and

**WHEREAS**, the Executive Council has approved the proposed amendments to the Intergovernmental Cooperation Agreement; and

**WHEREAS**, the Board of Control has approved the proposed amendments to the Intergovernmental Cooperation Agreement by a minimum two-thirds favorable vote; and

**WHEREAS**, the Board of Education of the District determines that it is in the best interest of the School District and CACC to approve the proposed amendments;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF \_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_, \_\_\_\_\_ COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1.** The Board of Education of the District hereby approves the proposed amendments to the Intergovernmental Cooperation Agreement.

**Section 2.** The Superintendent is hereby directed to provide a signed copy of this resolution to the Director of CACC within 60 days of receipt of proposed amendments.

**ADOPTED BY THE BOARD OF EDUCATION OF \_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY THE FOLLOWING ROLL CALL VOTE:**

**AYES:  
NAYS:  
ABSENT:**

\_\_\_\_\_  
President, Board of Education

ATTEST: \_\_\_\_\_  
Secretary, Board of Education