

**JOINT AGREEMENT
FOR ADMINISTERING THE
BLOOMINGTON CAREER ACADEMY**

Bloomington Public Schools
District 87
Bloomington, Illinois
Administrative District

ARTICLE I – GENERAL

Section 1. **Name of the Joint Agreement**

The Bloomington Area Career Center shall henceforth be known as the Bloomington Career Academy ("BCA").

Section 2. **Purpose**

The purpose shall be to operate a career and technical education program to meet the needs of secondary students residing within the participating school districts.

Section 3. **Definitions**

- A. "BOARD OF CONTROL" shall mean a group regularly attending meetings who are committed to the success of Career and Technical Education programs and referred to hereafter sometimes as the "BOC".
- B. "ADMINISTRATIVE DISTRICT" shall be selected by BOC and shall be the entity selected to act as the fiscal and administrative agent for the McLean-Dewitt Regional Vocational System (MDRVS).
- C. "MEMBER DISTRICT" or "PARTICIPATING DISTRICT" shall refer to the school districts subject to this Agreement.

Section 4. **Membership**

- A. Membership in the Career Center shall consist of the following school districts:
 - 1. Unit District #2, LeRoy;
 - 2. Unit District #3, Tri-Valley;
 - 3. Unit District #4, Heyworth;
 - 4. Unit District #5, Normal;
 - 5. Unit District #6, Fieldcrest;
 - 6. Unit District #7, Lexington;

7. Unit District #11, El Paso-Gridley;
8. Unit District #15, Clinton;
9. Unit District #16, Olympia;
10. Unit District #18, Blue Ridge;
11. Unit District #19, Ridgeview;
12. District #87, Bloomington;
13. University High School, Normal.
14. Unit District #701, Deer Creek-Mackinaw

B. New Members.

Additional membership may be granted to other school districts within a 40-mile radius upon and following a majority vote of the administrative council, the administrative district, and the Illinois State Board of Education on or before February 28. Membership to districts applying after September 1 may be granted upon the following conditions.

1. Satisfaction of the recommendations established by the Board of Control.
2. Assumption of any tuition or other amounts established by the Board of Control.
3. Receipt of the majority recommendation of the Board of Control.
4. Agreement to the provisions of this Agreement.
5. Payment of an assessment established by the Board of Control, including but not limited to a fair and equitable dollar amount for previous program development expenses, and appropriate capital funds as may be determined by the Board of Control.

Section 5. **Review**

This joint agreement shall be reviewed tri-annually to ensure:

- A. Adherence to the most recent State Board-approved joint agreement
- B. Completion of the program quality review process as stipulated in 23 Ill. Admin. Code Section 256.160(c)(1)
- C. Satisfactory progress toward improvement in the case of implementation of a program improvement plan

ARTICLE II – ORGANIZATION AND OPERATION

Section 1. Administrative

District A. Identified.

Bloomington Public Schools, District No. 87, McLean County, shall be designated by the Board of Control as the Administrative District.

B. Function, Responsibility and Authority.

Administrative District shall be the parent district for purposes of career and technical education reimbursements, of teacher tenure and retirement benefits, and wherever else positive legal entity is required to execute the program. Administrative District shall honor tenure rights and other accrued benefits of an instructor who is employed to teach at the BCA.

C. Satellite Campuses

In the case where a satellite campus is utilized, the instructor may be hired/employed through the satellite campus and the tenure rights and accrued benefits will be provided by the district housing the satellite campus. A Memorandum of Understanding must be separately developed and approved by both BOC and Administrative District to define all roles and responsibilities. Policies and procedures of the Administrative District shall apply to BCA programs.

D. Non-Discrimination Statement

BCA shall comply with all applicable federal and state laws pertaining to nondiscrimination in employment. BCA shall not discriminate against any employee or any student because of race, sex, color, religion, national origin, ancestry, or disability. BCA will follow board policies adopted by the administrative district to ensure non-discriminatory practices. BCA will employ evidence-based procedures to ensure equitable access for all students, recruit and retain under-represented student populations, and develop an intervention plan for identifying disparities and gaps.

Section 2. Administrative

Structure

A. BCA Board of Control.

BCA Board of Control shall be comprised of the Superintendent or the Superintendent's designee from each of the BCA member schools. The Board of Control oversees BCA Director.

B. Director/Principal.

A local director shall be employed by the Administrative District. Said person shall meet the requirements of the Regional Office of Education, the Illinois State Board of Education, and be recommended by the Administrative District and BOC.

C. Assistant Principal/Director.

A local assistant principal/director shall be employed by the Administrative District. Said person shall meet the requirements of the Regional Office of Education, the Illinois State Board of Education, and be recommended by the Administrative District and the BOC.

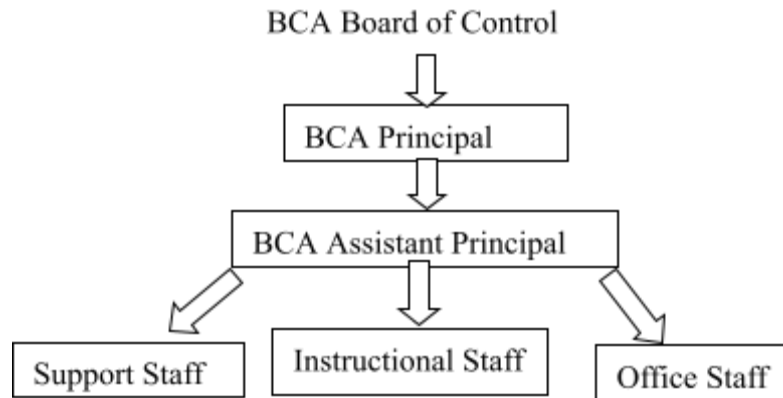
D. Instruction.

All instructional staff shall be employed by the Administrative District or the satellite campus site. Said persons shall meet the requirements of the Regional Office of Education and the Illinois State Board of Education.

E. Office and Support Staff.

All office and support staff shall be employed by the Administrative District or the satellite campus site. Said persons shall meet the requirements of the Regional Office of Education and the Illinois State Board of Education.

F. Administrative Structure Graphic Organizer



Section 3. **Duties of Administrative**

Personnel

A. Director/Principal.

The local director/principal shall establish, promote and direct the Area Career Center program of career and technical education according to State and Federal guidelines in order to serve the instructional needs of those persons residing within said geographical area. Director/principal is responsible for the fulfillment and oversight of all grant responsibilities, including but not limited to: grant applications, amendments, and reporting. Director/principal will work to develop and implement an action plan to meet requirements of Perkins and the ISBE requirements.

B. Assistant Principal/Director.

The local assistant principal/director shall establish, promote, and direct the Area Career Center program of career and technical education according to State and Federal guidelines in order to serve the instructional needs of those persons residing within said geographical area. The assistant principal/director will oversee guidance and career services carried out by coordinators, faculty, and staff members, and in coordination with member school guidance staff.

Section 4. **Board of Control**

A. Structure.

The Board of Control shall be composed of the Superintendent of Schools (or his/her designated representative) from each member school district, but each member school district shall cast just one vote. The BCA Director's administrative

assistant shall act as secretary of the BOC. A representative from the Regional Office of Education shall be an ex-officio member and act in an advisory capacity. Presence of seven (7) member school districts shall constitute a quorum. The Board of Control shall be vested with all of the rights, liabilities, and obligations expressed in the Illinois statutes, including, but not limited to, Section 10.22.31(a) of the School Code of Illinois. The Board of Control shall, from its membership, elect a Chairperson and Vice-Chairperson who shall serve for a term of one year (July 1 – June 30).

1. The chairperson shall perform all the functions customarily inherent in a presiding officer.
2. The vice-chairperson shall perform all the functions customarily inherent in a vice-chairman.
3. The BCA Director's administrative assistant shall perform all the functions customarily inherent in the offices of a secretary.

The Board of Control shall hold regular meetings and special meetings at the call of the chairman or upon request of any three member schools. All meetings of the BOC shall be conducted according to accepted parliamentary procedure.

B. Function.

The BOC has the responsibility of recommending policies, regulations, and procedures not in conflict with policies of member Boards of Education.

C. Principals' Meeting

To supplement the work of the Board of Control, the principals of the participating schools will meet with the Bloomington Career Academy Director/Principal and other relevant staff members. The meeting is to be held at least once per school year. Their duties will be coordinating the activities of the Center and the participating districts, making recommendations to the BOC concerning curriculum, enrollment, and program operation.

ARTICLE III – PROGRAM

Section 1. **Arrangements for Physical Facilities**

The facility and equipment provided by the Administrative District shall be functional and shall meet the needs of persons and school districts to be served. Should an expansion of these facilities occur, such expansion shall be in accordance with state laws and rules. The financing of such expansion, or the

utilization of satellite campus facilities, shall be decided by the Board of Control and the Administrative District.

Section 2. **Types of Programs and/or Services**

Programs shall be consistent with current and projected employment needs as determined by periodic local, State, and national occupation surveys and student interest surveys. Programs shall also be provided for persons who have academic, socioeconomic, cultural, or other disabilities that prevent them from succeeding in programs designed for persons without such disabilities.

Section 3. **Arrangements for Employing Staff**

Said Administrative District, or satellite campus district, shall employ all staff necessary for the effective and efficient operation of the Center. Each employee shall be selected on the basis of background of formal education, and/or experience appropriate for the particular assignment as determined by the chief school administrator, Teacher Certification Board, Office of the State Superintendent of Public Instruction, and the Illinois State Board of Education.

Section 4. **Involvement of Other Community and/or State Agencies**

- A. The administration and staff shall involve the following community and State agencies for purposes of articulation and planning: state government agencies, regional higher education institutions, regional K-12 educational agencies, local business associations, and other representatives of local businesses, industries and unions.
- B. The Bloomington Career Academy will make use of contract agreements with public and private agencies for educational programs and services. All contracts will meet requirements established by the School Code of Illinois and must be recommended by the Board of Control and approved by the Administrative Board.

Section 5. **Finance**

A. Administrative Cost

The administrative cost shall be those expenses incurred for the salary of the Director, Assistant Principal, travel expenses, and office & technical employees. B. Operating Cost

Operating costs shall include those items identified as fixed charges, repair and maintenance, operation of physical plant, and equipment. Administrative district shall bill the Bloomington Career Academy annually.

C. Personnel Cost

Personnel costs shall include all items normally incurred for certified guidance staff, instructional staff, non-certified staff, travel expenses, instructional supplies, and substitutes.

D. Procedures for financing joint agreement.

Financial arrangements shall be made by the member school districts to relieve the Administrative District of current operational expenses as mandated by Section 10-22.22 of the School Code of Illinois.

E. Accounting

1. Accounting Procedures shall conform to directives by the Illinois State Board of Education.
2. Bloomington Career Academy shall maintain accounts of development and operational expenses and shall make these available to participating districts as needed and requested.
3. An annual audit shall be conducted in accordance with Sections 37, 3-15.1, and 3-15.14.

The Bloomington Career Academy shall bill member school districts an annual tuition assessment for their respective share of the prorated costs in advance. The annual tuition assessment shall be based on the number of pupils from each member school district attending per program. The tuition assessment will be established by the Administrative Council to cover the administrative, operating and personnel costs including, but not limited to: Salaries of teachers, counselors, non-certified workers, clerics, custodial employees, pension and retirement benefits, equipment and supplies, administrative costs, operation of plan and auxiliary service. The BCA will bill upon the previously agreed upon tuition amount.

ARTICLE IV – TRANSPORTATION

Each member school district shall be responsible for the transportation of its students to and from the BCA according to provisions of Section 10-22.22 of the School Code (105 ILCS 5/10-22.22). The Administrative District shall arrange for transportation to and from private training agencies under contract with BCA.

ARTICLE V – PROCEDURES FOR WITHDRAWAL OF A SCHOOL DISTRICT FROM A JOINT AGREEMENT

Membership shall be continuous, and member districts shall be bound hereby unless, on or before September 1 of any year, any member district shall notify, in writing the Administrative District and the Chairperson of the Administrative Council of that district's intention to withdraw at the end of that year.

In the event of withdrawal of any member district from the program, said district shall be reimbursed for money due, or make payment of outstanding obligations to the program. Such withdrawal shall be done in accordance with the Statutes of the School Code.

ARTICLE VI – PROVISIONS FOR AMENDMENTS

This agreement may be altered or changed at any time by a majority vote of the Administrative Council voting by Districts.

(President of the Board) (Secretary of the Board)

(School Name and District Number) (County)

_____, Illinois _____, 20____
(Town) (State) (Date)