

JOINT AGREEMENT FOR THE MCLEAN-DEWITT REGIONAL VOCATIONAL SYSTEM

THIS JOINT 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 (5 ILCS 220).

ARTICLE 1: GENERAL

1.1 Definitions “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 as the “BOC”.

“ADMINISTRATIVE DISTRICT” shall be the entity selected to act as the fiscal and administrative agent for the McLean-Dewitt Regional Vocational System (MDRVS).

“MEMBER DISTRICT” or “PARTICIPATING DISTRICT” shall refer to the school districts subject to this Agreement.

1.2 Name The name of the Regional Vocational System formed under this Agreement shall be known as the McLean-DeWitt Regional Vocational System (MDRVS), EFE #350.

1.3 Mission The mission of the MDRVS is to provide the framework for offering vocational education programs and services approved by the Board of Control for students who are enrolled in the participating school districts ("Participating Districts"); to provide the resources needed to operate such programs and services; and to provide or to contract with a Participating District or Districts to provide, for the delivery of career and technical education services by the MDRVS in accordance with applicable provisions of the Illinois Compiled Statutes, federal laws and regulations, and the rules and regulations of the Illinois State Board of Education.

1.4 Membership in the MDRVS as a Participating District shall be extended to all public school districts and public schools (laboratory schools) in, or adjacent to, the DeWitt-Livingston-McLean Regional Office of Education.

1.4.1 School districts expressing a desire to join the MDRVS as Participating Districts during the initial enrollment period, on or before June 30, 1986, include:

LeRoy Community Unit District 2
Tri-Valley Community Unit District 3
Heyworth Community Unit District 4
McLean County Community Unit District 5
Lexington Community Unit District 7
Olympia Community Unit District 16
Ridgeview Community Unit District 19
Bloomington District 87
Illinois State University Laboratory Schools
Clinton Community Unit District 15
Blue Ridge Community Unit District 18

Any school district listed that does not sign this Agreement during the initial enrollment period shall be subject to the provisions of paragraph 1.4.2.

1.4.2 A school district desiring to join the MDRVS after the initial enrollment period shall be admitted as a Participating District only in accordance with the following provisions:

- (a) The school district's board of education shall file a petition with the Board of Control, before September 1 of the prior year, asking for membership in the System and agreeing to:
 - (i) 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.
 - (ii) Satisfy similar conditions which were met by other Participating Districts as established by the Board of Control.
- (b) Membership in the MDRVS shall be subject to a majority vote of the members of the Board of Control.

1.4.3 Membership in the MDRVS shall continue from year to year, subject to the procedures set forth in Article 7 of this Agreement.

1.5 **Review** This cooperative agreement shall be reviewed triannually to ensure:

- (a) Adherence to the most recent State Board-approved cooperative agreement
- (b) Completion of the program quality review process as stipulated in Section 256.160(c)(1)
- (c) Satisfactory progress toward improvement in the case of implementation of a program improvement plan

ARTICLE 2: ORGANIZATION AND OPERATION

2.1 **Board of Control** The MDRVS will be governed by the Board of Control composed of the Superintendent or other chief administrative officer of each Participating District. The Board of Control may establish rules and regulations regarding a person serving as a designee for a voting member on the Board of Control. The DeWitt-Livingston-McLean Regional Superintendent and community colleges serving the Participating Districts each shall be entitled to one (1) ex-officio member on the Board of Control.

- 2.1.1 The Board of Control, from its membership, will elect a Chairperson, Vice-Chairperson and Secretary, each to serve a one-year term. Except as provided by paragraph 2.1.1. (a), elections shall be held in April of each year, with terms of office commencing on July 1 and ending June 30.
 - (a) The election of officers for the initial two years of the operation of the MDRVS will be held at the first annual meeting to be held in July of 1986, and the present officers of the Administrative Council of the McLean-DeWitt Education for Employment Project will constitute the nominating committee.
 - (b) In the event of a permanent officer vacancy, the Board of Control shall elect a new officer from its membership at its next regular meeting.

- (c) In the absence of both the Chairperson and Vice-Chairperson, the members of the Board of Control may elect a chairperson pro temp.
- 2.1.2 Each Participating District shall have one (1) vote, except Participating Districts with four thousand five hundred (4,500) or more students shall have three (3) votes.
 - (a) Unless otherwise stated herein, a weighted majority vote, based on the provisions of this paragraph, of a quorum of the Board of Control is required to take any action.
 - (b) The addition or deletion of a Participating District will require a reconsideration of the weighted voting formula by the Board of Control.
- 2.1.3 The Board of Control shall meet four times a year. The Board of Control may hold a special meeting, which shall be called by the Chairperson or a voting member of any two (2) Participating Districts by requesting the Secretary to notify the Participating Districts of the special meeting. Notice of a special meeting must be given at least seventy-two (72) hours before the meeting by mailing a copy of the notice to each Participating District. Notice of a special meeting must also contain an agenda for the meeting. Meetings may also be called in accordance with the provisions of the Illinois Open Meetings Act (5 ILCS 120).
- 2.1.4 A quorum of the Board of Control shall exist and legal business may be conducted only when voting representatives of fifty percent (50%) of the Participating Districts are present.
- 2.1.5 All meetings of the Board of Control shall be conducted in accordance with Robert's Rules of Order and the Illinois Open Meetings Act.
- 2.1.6 The functions of the Board of Control shall be to:
 - (a) Establish and approve bylaws, policies, and procedures for the operation of the System.
 - (b) Approve appointment of an Administrative Agent for the MDRVS, subject to the provisions of Section 2.3 of this Agreement.
 - (c) Approve the annual operating budget for the MDRVS.
 - (d) Enter into contracts to provide goods and services needed to operate the MDRVS.
 - (e) Approve or authorize all financial transactions of the MDRVS based on the approved annual operating budget.
 - (f) Recommend changes in any part of the MDRVS's operations which require approval by the Participating Districts.
 - (g) Designate all site locations where classes approved by the MDRVS will be offered.
 - (h) Direct an annual evaluation of approved programs, costs, and procedures of the MDRVS.
 - (i) Approve the employment of all MDRVS central staff members by the Administrative Agent or contract with the Administrative Agent for the services of such staff members.
 - (j) Submit plans, claims, and reports as required by the Illinois State Board of Education.

- (k) Perform any and all other functions designated elsewhere in this Agreement.

2.2 Administrative Council At its discretion, the Board of Control may establish an Administrative Council on an as-needed basis. The Administrative Council shall consist of the officers and two (2) other members of the Board of Control elected by said Board in accordance with the election procedures for officers as set forth in paragraph 2.1.1 of this Agreement, each to serve a one-year term.

- 2.2.1 If the Administrative Agent is not represented on the Administrative Council as provided by paragraph 2.2, said Agent shall have one (1) representative on the Administrative Council.
- 2.2.2 The Administrative Council shall:
 - (a) Direct the activities of the MDRVS's Director and all standing committees.
 - (b) Periodically direct evaluations or reviews of the MDRVS's staff, programs, policies and procedures, and make recommendations to the Board of Control regarding the same.
 - (c) Prepare agendas for all Board of Control meetings.

2.3 Administrative Agent The Administrative Agent shall be the legal and fiscal entity for the MDRVS in accordance with the terms and conditions of this agreement.

- 2.3.1 Subject to the provisions of paragraph 2.3.2 of this Agreement, the Board of Control may contract with a Participating District to furnish designated services needed for the administration of the MDRVS including, but not limited to, the services of a Director and other central staff members, supplies, and other administrative costs established by the Board of Control.
- 2.3.2 Designation of the Administrative Agent under this Agreement may be changed or the conditions altered in accordance with the provisions of this paragraph.
 - (a) The Board of Control may change the Administrative Agent by a majority vote of the members of said Board.
 - (i) A vote to change the Administrative Agent shall occur on or before March 31, with the effective date of such change to be July 1 of the next fiscal year.
 - (ii) Following a vote to change the Administrative Agent, the Board of Control, the then current Administrative Agent, and the new Administrative Agent by a mutual agreement may agree to accelerate or postpone the effective date of such change.
 - (b) The Administrative Agent may resign its position by:
 - (i) Providing written notice to the Board of Control on or before March 31, with the effective date of such resignation to be July 1 of the next fiscal year.
 - (ii) Following notification of such resignation, the Board of Control, the then current Administrative Agent, and the new Administrative

Agent, by mutual agreement may agree to accelerate or postpone the effective date of resignation.

- (c) Changing the Administrative Agent shall not be considered as an amendment to this Agreement and will be subject only to the provisions of this paragraph.

2.3.3 Subject to the provisions of paragraph 2.3.3 (f), the Administrative Agent shall be responsible for:

- (a) Payment of all costs incurred by the MDRVS that are approved or authorized by the Board of Control.
- (b) Reimbursement of all income received by the MDRVS to the appropriate Participating Districts.
- (c) Maintaining an accounting system to document all receipts and disbursements of the MDRVS.
- (d) Annually furnishing the Board of Control and audit of the MDRVS's accounts prepared by a certified public accountant. The cost of said audit shall be paid by the MDRVS.
- (e) Completing and filing the vocational plan, special grants, reports, claims, and other documents required by ISBE.
- (f) The Board of Control may contract with the Participating Districts or the DeWitt-Livingston-McLean Regional Superintendent of Schools to perform any or all of the above responsibilities of the Administrative Agent.

2.4 Administrative Structure

A full-time or part-time Director of the McLean-DeWitt Regional Vocational System ("Director") shall be employed by the Administrative Agent or the services of a Director shall be contracted with a Participating District through the Administrative Agent.

2.4.1 In the event the Regional Office of Education #17 is the Administrative Agent for the MDRVS, licensed personnel employed by said Administrative Agent shall not attain tenure with any or all Participating Districts.

2.4.2 The duties of Director shall include:

- (a) Coordinating and directing arrangements for establishing scheduling, conducting and evaluating the MDRVS's programs and services as directed by the Board of Control.
- (b) Attending and participating in all meetings of the Board of Control and Administrative Council.
- (c) Preparing the MDRVS's budget and other administrative reports and documents as required by the Board of Control and the State of Illinois.
- (d) Preparing the vocational plan, special grants, reports, claims, and other documents required by ISBE.
- (e) Coordinate the maintenance of local vocational records within the region as directed by the Board of Control.
- (f) Reviewing, organizing, and updating the MDRVS's vocational programs.
- (g) Organizing and facilitating the activities of the MDRVS's various advisory committees.

- (h) Performing other duties as designated by the Board of Control.

2.4.3 Organizational and Administrative Structure

- (a) MDRVS Board of Control, which is comprised of the superintendent or their designee from each of our member schools and oversees the MDRVS Director.
- (b) MDRVS Director, oversees the operations of the MDRVS, including but not limited to grants, state reporting, and regional programs, who oversees the MDRVS Assistant Director.
- (c) Assistant Director, assists the Director with day-to-day operation and programming of the MDRVS.
- (d) The Director and Assistant Director supervise the following positions:
 - (i) **College and Career Counselor**, coordinates relationships and opportunities between programs, students, and local businesses, coordinates dual credit opportunities, CTE regional marketing, and supports for students with special needs.
 - (ii) Office and Bookkeeping Staff, assist with the day-to-day operation and communication within the MDRVS.

Refer to Appendix A for graphic organizer

2.5 Advisory Committees Committees may be utilized by the MDRVS in accordance with the provisions of this Section.

2.5.1 Standing Program Committees:

- (a) Separate committees shall be appointed from each program area:
 - (i) Agriculture
 - (ii) Business
 - (iii) Health Sciences
 - (iv) Family and Consumer Science
 - (v) Technology and Engineering Education
 - (vi) Manufacturing
 - (vii) Automotive/Diesel Technology
 - (viii) Public Service
 - (ix) Human Services
- (c) The purpose of each committee shall be to complete projects assigned by ISBE or the Board of Control. They shall also be available to advise the Planning Committee.
- (d) Program Committees shall meet annually for the purpose of program evaluation and feedback.
- (e) Standing Project Advisory Committee:
 - (i) The Project Advisory Committee will be composed of representatives of labor, business, and government appointed by the Board of Control.
 - (ii) The purpose of the committee will be to assist and advise the Planning Committee and the Board of Control in accordance with the Constitution of the Project Advisory Committee adopted by the Board of Control.

2.5.2 Standing Special Committees:

- (a) A Student Services Committee shall be appointed. The committee shall consist of at least one counselor from each Participating School plus any special student service coordinator in the MDRVS.
 - (b) Other standing, special committees shall be established as needed to work with special federal or state projects for the duration of such projects or for as long as the Board of Control determines.
- 2.5.3 The Board of Control shall appoint such other special committees as may be needed to complete requirements of the Illinois State Board of Education and to assist the Board of Control.
- 2.5.4 Advisory Committees shall operate in accordance with policies and procedures adopted by the Board of Control, rules and regulations of the Illinois State Board of Education and the Illinois Open Meetings Act.

ARTICLE 3: PROGRAMS

3.1 Types of Programs The types and locations of programs offered by the MDRVS shall be established by the Board of Control upon the recommendation of the Director and Planning Committee.

- 3.1.1 Shared regional programs shall serve students from two (2) or more Participating Districts, including programs hosted at the Bloomington Career Academy.
- 3.1.2 Such programs shall be operated by a single Participating District or by a contracting agency.
- 3.1.3 Local programs shall serve students from a single Participating District.
- 3.14 Each program shall be established to meet the vocational education needs of students. Selection, content, and location of the programs shall be based upon sound planning to include: local needs, student interests, employment data and appropriate governmental agency information. Programs offered by the MDRVS shall include the following:
 - (a) An outcome oriented curriculum that includes, or is moving towards, competency-based instruction.
 - (b) A well-defined sequence of course offerings leading to accomplishment of one (1) or more vocational education goals established by the Board of Control.
 - (c) Specific courses to be offered, the sequence of such courses and related skill courses whenever appropriate.
 - (d) Assurance of high-quality instruction, equipment and facilities, making efficiency a major consideration.
- 3.1.5 Nothing in this Agreement shall prohibit or restrict the right of one (1) or more Participating District from providing any career and technical education course or program independently of the MDRVS; provided, however, such courses or program shall not be eligible for State of Illinois vocational education funding.

- 3.16 The Board of Control may establish rules and regulations regarding an appeal of said Board's decision not to approve a local program to be offered by a Participating District as a part of the MDRVS.

3.2 Eligibility of Students Each Participating District shall determine the assignment of its students to programs offered by the MDRVS.

- 3.2.1 To assist with effective administration of programs offered by the MDRVS, each Participating District will advise the Director on or before March 1 of each year of the estimated number of students the Participating District plans to enroll in shared regional programs for the next school year.
- 3.2.2 Private or parochial school students to be eligible for programs offered by the MDRVS must document legal residence within a Participating District and enroll in that district as a part-time student. The Participating District then becomes responsible for tuition and other approved costs resulting from such student attending a program offered by the MDRVS. As provided by this paragraph, the private or parochial school has no responsibility for any portion of administrative or other costs of the MDRVS.
- 3.2.3 The MDRVS and all Member Districts shall comply with all applicable federal and state laws pertaining to nondiscrimination in employment. The System shall not discriminate against any employee or any student because of race, sex, color, religion, national origin, ancestry, or disability. The MDRVS will follow board policies adopted by the administrative district to ensure non-discriminatory practices. The MDRVS 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.

3.3 Program Management The Board of Control may delegate to specific Participating Districts or the Administrative Agent all or parts of the management responsibility for programs offered by the MDRVS. Such responsibilities shall include, but not be limited to: staffing, curriculum development, program coordination, instructional evaluation, and management of facilities, equipment, and supplies.

3.4 Staffing Staffing for the MDRVS shall be accomplished by using one or more of the following provisions:

- 3.4.1 The central staff may be employed by the Board of Control through the Administrative Agent or contracted with the Administrative Agent in accordance with the provisions of Sections 2.3 and 2.4 of this agreement.
- 3.4.2 The central staff may be contracted with one or more of the Participating Districts.
- 3.4.3 Program and service staff members who are employees of a Participating District and assigned MDRVS functions by such Participating District shall remain employees of that District.

ARTICLE 4: HOUSING

4.1 Program Sites The Board of Control shall establish and approve the sites for all programs offered by the MDRVS, keeping maximum accessibility and efficiency as determinants in the site selection process. Sites approved to serve students from two (2) or more Participating Districts shall be referred to as shared sites. Sites approved to serve students from only one (1) Participating District shall be referred to as local sites.

4.1.1 The Participating District of a shared site offering an approved program requiring performance of job tasks as part of the program, i.e. cooperative education programs, shall be responsible for securing jobs for all students enrolled in such programs.

4.1.2 Participating Districts may elect to utilize applicable provisions of the Illinois School Code to acquire, establish, remodel and/or maintain equipment and buildings for System programs and services.

4.2 Official Office The official office of the MDRVS shall be that of the Administrative Agent as designated by the Board of Control in accordance with the provisions of Section 2.3 of this Agreement.

ARTICLE 5: FINANCE

5.1 Budget Except as provided by Section 5.5 of this Agreement, the Board of Control shall adopt on or before April 1 of each fiscal year an MDRVS budget for the next fiscal year, which shall include the following:

5.1.1 Expenditures

- (a) Administrative costs including salary and benefits of the Director, Assistant Director, and other central staff members, supplies, and other administrative costs established or contracted by the Board of Control. Each Participating District shall pay the prorated cost based upon its student enrollment for grades 9 through 12 on September 30 of the previous school year, subject to the provisions of Section 5.2 of this Agreement.
- (b) Reimbursement costs to Participating Districts offering shared regional programs. Participating Districts offering such programs shall be reimbursed the total actual costs of the programs as established by the Board of Control.
- (c) Equipment costs incurred by the MDRVS. Each Participating District shall pay the prorated cost based upon its student enrollment for grades 9 through 12 on September 30 of the previous year.
- (d) Other costs approved by the Board of Control. Each Participating District shall pay the prorated cost based upon its student enrollment for grades 9 through 12 on September 30 of the preceding school year.

5.1.2 Revenue:

- (a) Illinois State Board of Education (ISBE) reimbursement specifically designated for administrative costs.

- (b) ISBE reimbursement specifically designated for equipment. Such funds shall remain with the MDRVS if the equipment was purchased by the MDRVS, or the funds shall be paid to the Participating District purchasing the equipment.
- (c) ISBE reimbursement specifically designated for programs. Such funds shall be paid to each Participating District based upon the total units of credit or equivalent semester hours generated by the Participating District.
- (d) Tuition payments received from Participating Districts for students enrolled in shared regional educational programs: A sight-by-sight tuition cost shall be established by the sponsoring institution and approved by the Board of Control for all shared regional programs offered. The method of establishing the tuition shall be by dividing the total actual cost of all such programs. Each Participating District shall pay the cost for its students enrolled in regional programs based upon the enrollments as of the end of September of the fiscal year.
- (e) Other revenue received from sources other than those listed above.

5.2 Method of Payment

On or before June 1 of each fiscal year, the Director, with the approval of the Board of Control, shall prepare an itemized statement for each Participating District listing applicable charges for the preceding fiscal year and a billing for the current fiscal year. The billing will be done on July 1 and paid no later than forty-five (45) days from the date of the billing.

5.2.1 The annual statement shall include the following:

- (a) Administrative Costs:
 - (i) An assessment based on the approved budget for administrative costs for the current fiscal year, if any.
 - (ii) Applicable administrative costs for the preceding fiscal year, if any.
 - (iii) The amount of assessment paid on administrative costs for the preceding fiscal year, if any.
 - (iv) The amount of ISBE reimbursement received by the MDRVS for administrative costs the preceding fiscal year, if any.
 - (v) Balance due, or credit, on administrative costs for the preceding fiscal year.
- (b) Operating costs for shared regional programs:
 - (i) An assessment based on the approved budget for operating costs of shared regional programs operated by the MDRVS office for the current fiscal year, if any.
 - (ii) Each institution providing cooperative programs for the regional system will prepare a tuition billing statement as described in section 5.1.2 (d), and bill those districts participating directly in October for each fiscal year.
 - (iii) Applicable operating costs of shared regional programs for the preceding fiscal year, if any.
 - (iv) The amount of ISBE reimbursement for approved programs applicable to the Participating District for the preceding fiscal year, if any.
 - (v) The balance due, or credit, on operating costs for the preceding fiscal year.

- (c) Each Participating District shall pay the MDRVS through the Administrative Agent the amount due in equal installments in the month of July (except for tuition costs) of the then-current fiscal year. Tuition billings will be paid within forty-five days of the date received from the institution providing the cooperative service.
- 5.2.2 Separate statements shall be prepared for the Participating Districts listing other shared regional programs and services, if any, such as: equipment grants, staff development grants, pilot programs, special business and industry projects, or other programs.
- 5.2.3 In addition to the charges and payments set forth in paragraphs 5.2.1 and 5.2.2 of this Agreement, the Board of Control may periodically require each Participating District to pay a special assessment to cover deficits of the MDRVS or to provide advance funding for administrative or other approved expenses. Special assessments, if any, shall be paid within forty-five (45) days of the date of such assessment.
- 5.2.4 The Board of Education of each Participating District shall assume its financial obligations under this Agreement without the imposition of financial responsibility of any other Participating District and shall make timely payments of all costs.

5.3 Fulfillment of Grant Responsibilities Director is responsible for the fulfillment and oversight of all grant responsibilities, including but not limited to: grant applications, amendments, and reporting.

5.4 Action Plan to Meet Perkins V Requirements Director will work with member schools to develop and implement an action plan to meet requirements of Perkins and the ISBE requirements.

5.5 Responsibility for Equipment A Participating District assigned equipment purchased by the MDRVS shall provide fire, extended coverage and liability insurance and maintenance for such equipment; provided however, the costs of such items shall be prorated based on a percentage of time the equipment is used for the shared program and included as part of the operating cost for such program.

5.6 Charges to Non-Members of the MDRVS Charges to non-member school districts, individuals and other governmental bodies for educational and training services provided by the MDRVS shall be established by the Board of Control on a case-by-case basis. In no case shall such charges be less than the cost paid by Participating Districts.

5.7 Accounting Procedures The Administrative Agent shall maintain separate accounts for the MDRVS's operation, which conform to the Illinois Program Manual for Local Education Agencies and rules and regulations of the Illinois State Board of Education. As directed by the Board of Control, the Administrative Agent shall report to the Participating Districts regarding the financial operation of the MDRVS.

5.8 Initial Year of Operation During the initial year of operation under this Agreement, the Board of Control has the authority to adjust the dates and procedures used in this Article to better accommodate an orderly transition to the MDRVS.

ARTICLE 6: TRANSPORTATION

6.1 Responsibility for Transportation Transportation for students to and from shared regional vocational programs offered by the MDRVS shall be the sole responsibility of the Participating District of each student's residence.

6.2 Shared Transportation Whenever desirable, Participating Districts may wish to share student transportation to and from regional vocational programs with one (1) or more other Participating Districts. Such shared transportation shall be the responsibility of the Participating Districts involved and not a part of the services offered by the MDRVS.

ARTICLE 7: TERMINATION WITHDRAWAL AND REMOVAL

7.1 Termination This Agreement may be terminated by the mutual agreement of all Participating Districts.

7.1.1 A vote to terminate this Agreement shall occur eighteen (18) months, January 30, prior to June 30 of the fiscal year the Agreement will terminate.

7.1.2 In the event this Agreement is terminated pursuant to this Section:

- (a) The MDRVS's assets shall be liquidated and the proceeds distributed in accordance with each Participating District's interest vested in each asset.
- (b) Each Participating District shall pay, as specified in Article 5 of this Agreement, the balance due on all costs applicable to each such District's participation in the MDRVS.

7.2 Withdrawal A Participating District may withdraw from the MDRVS by giving the Board of Control written notice by certified mail of its desire to withdraw at least eighteen (18) months, January 30, prior to June 30 of the fiscal year the Participating District will withdraw from the MDRVS. Prior to July 1, 1988, a Participating District may withdraw in accordance with the provisions of this Section by giving written notice on or before June 30, 1987.

7.2.1 In the event written notice of withdrawal is given pursuant to this Section, the Participating District shall continue participation in the MDRVS and shall pay all approved applicable costs, as specified in Article 5 of this Agreement, through June 30 of the fiscal year such withdrawal occurs.

7.2.2 If a Participating District withdraws from the MDRVS, all equipment and other assets purchased by the MDRVS shall remain the property of the MDRVS. All equipment and other assets purchased by the Participating District shall remain the property of such District.

7.3 Removal Removal of a Participating District from the MDRVS may occur only for failing to abide by the provisions of this Agreement.

7.3.4 If a Participating District is removed from the MDRVS, all equipment and other assets purchased by the MDRVS shall remain the property of the MDRVS. All equipment and other assets purchased by the Participating District shall remain the property of such District.

7.4 Notification Should termination, withdrawal, or removal occur, the board of Control shall notify the Participating Districts and the Illinois State Board of Education of such action as soon as possible, but in no event later than twelve (12) months prior to June 30 of the fiscal year such action becomes effective.

ARTICLE 8: AMENDMENTS

8.1 Amendments Proposed amendments to this Agreement shall be approved by a weighted majority vote of the Board of Control. If approved by the Board of Control, the proposed amendment shall be submitted to the board of education of each Participating District for ratification. Such boards of education shall take action within sixty (60) days after being mailed a copy of the amendment. Failure of a board of education to act on the amendment within sixty (60) days shall be deemed to be a vote against the amendment. An amendment to this Agreement shall become effective on the date when the last of a two-thirds (2/3) majority of the boards of education participating in the Agreement ratifies the amendment unless otherwise provided in the amendment.

ARTICLE 9: APPROVAL AND RELATED PROVISIONS

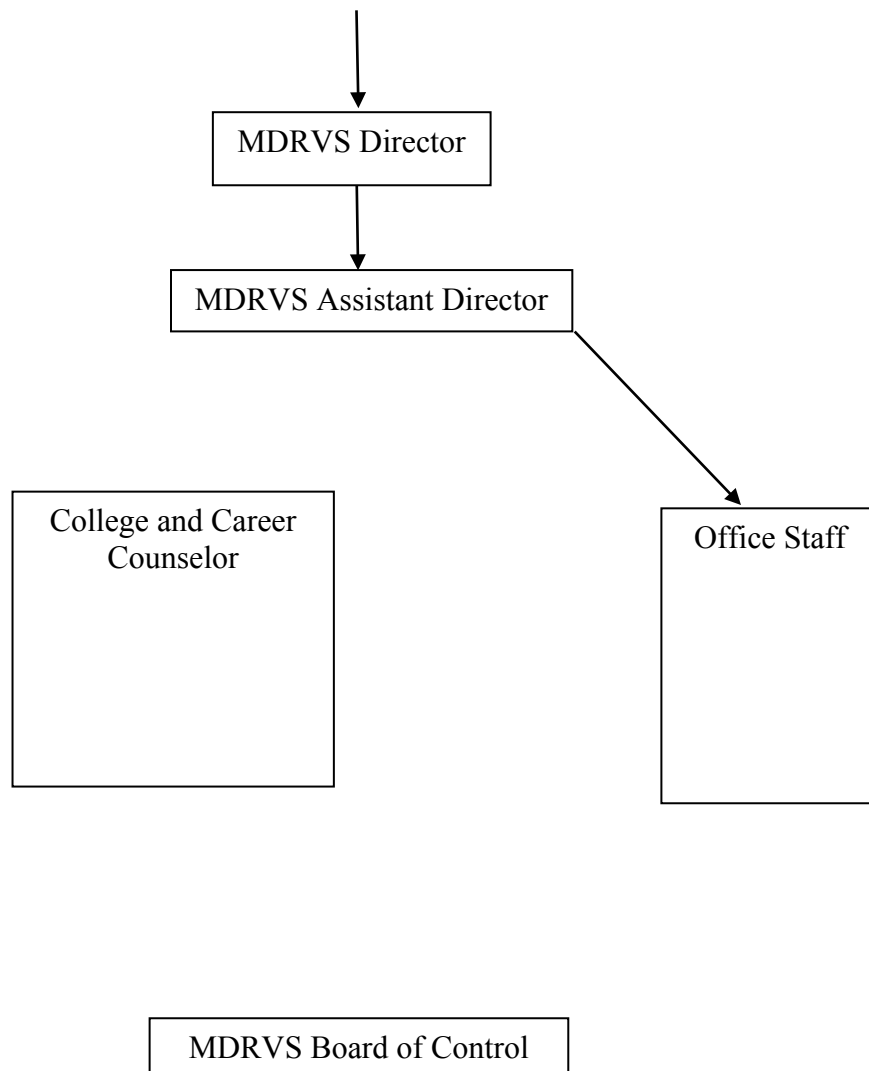
9.1 Effective Date The effective date of this Agreement shall be July 1, 1986, with the passage of an Intergovernmental Agreement Resolution by the Board of Education of each Participating District, which shall be attached to and made a part of the Agreement.

9.2 Complete Agreement The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. Such terms and conditions may be modified by alteration, change, addition to, or deletion only in accordance with the provisions of Article 8 of this Agreement.

9.3 Prior Agreements This Agreement supersedes and takes the place of the joint agreement titled McLean/DeWitt Education of Employment Project entered into by the school districts listed in paragraph 1.3.1 of this agreement.

9.4 Not Agents In the interpretation of this Agreement and the relations between the Participating Districts, this Agreement shall be construed as being an independent agreement by and between the Participating Districts; and each respective Participating District and its employees shall not be deemed in any way to be an agent, employee, or official of any other Participating District.

APPENDIX A



RESOLUTION

RE: Approval of the Intergovernmental Agreement for the McLean/DeWitt Regional Vocational System.

WHEREAS, the 1970 Illinois Constitution and Chapter 127, Section 741, et seq., provides that school districts may contract or otherwise associate among themselves to obtain or share services in a manner not prohibited by law; and

WHEREAS, the school districts in the McLean/DeWitt Educational System for the purpose of providing the framework for offering vocational education programs and services for students enrolled in said districts; and

WHEREAS, the McLean/DeWitt Regional Vocational System's Intergovernmental Agreement provides for Amendments under Article 8:

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of _____

County, Illinois, (this "Board") as follows:

Section 1. By the Passage of this Resolution, this Board agrees to become bound immediately to the Intergovernmental Agreement for the McLean/DeWitt Regional Vocational System as approved by the Regional Board of Control on October 24, 1989, and incorporated into the Amended copy of the attached Intergovernmental Agreement.

Section 2. The President and Secretary of this Board shall be and they hereby are authorized and directed to execute any and all documents necessary to implement said action.

Section 3. Any resolution in conflict herewith is hereby repealed.

Section 4. This Resolution shall be in full force and effect upon its adoption and shall be binding upon this Board until it shall have been repealed.

Section 5. The Secretary of this Board shall file a copy of this Resolution with the McLean/DeWitt Regional Vocational System.

ADOPTED THIS _____ day of _____, 2025, by the following vote:

Ayes: _____ Nays: _____ Absent: _____

ATTEST:

APPROVED:

Secretary

President