

Revised July 27, 1989
March 2010
March 2023
April 2025

Joint Agreement Between Participating Districts
for the
Grundy Area Vocational Center

This Joint School Agreement is executed under the authority of the Illinois School Code.

Article I – General

Section 1. Name of Joint Agreement

The Area Vocational Center shall be known as the Grundy Area Vocational Center and shall involve the following school districts: Coal City Community Unit District #1, Minooka Community High School District #111, Morris Community High School District #101, Gardner/South Wilmington Community High School District #73.

Section 2. Purpose

The purpose shall be to operate vocational/technical education programs to meet the needs of students residing within the participating school districts.

Section 3. Membership

- a. Additional membership may be granted to other school districts that meet the requirements for membership as established by Board of Control policy. Such additional memberships shall be approved by a vote of the Board of Control. New members will be required to contribute an amount to the building fund of the Area Vocational Center commensurate with the contribution's of other member schools and based upon equalized assessed valuation.
- b. Membership shall be continuous, and member districts shall be bound hereby unless they withdraw in accordance with Article V of this agreement.

Article II - Organization and Operation*

*Graphic of organizational structure is attached hereto as Appendix A

Section 1. Administrative Agent

- a. The Grundy Area Vocational Center shall act as its own Administrative Agent pursuant to 23 Ill.Admn.Code 256.111. Such designation of the Administrative Agent may be changed or altered from time to time by the Board of Control upon approval by two-thirds of the member boards of education.
- b. Said Administrative Agent shall be the parent district for purposes of positive legal identity required to execute the program in accordance with Section 10.22-31a of the School Code.
- c. The operation of the program shall be in keeping with State and Federal requirements appropriate for the activities.
- d. Priority shall be given occupational training which meets manpower and student needs.
- e. Student selection procedures and policy shall be established by the Board of Control.

Section 2. Administrative Structure

- a. Director
 - (1) A Director, who meets criteria established by the Illinois State Board of Education, Department of Adult, Vocational and Technical Education, shall be employed by the Board of Control.
 - (2) The Director's duties, responsibilities, and authority shall be defined by the Board of Control and the Illinois State Board of Education, Department of Adult, Vocational and Technical Education, and shall include but not necessarily be limited to the following:
 - i. Fulfillment of grant responsibilities;
 - ii. Implementation and oversight of CTE programming;
 - iii. Assessment and evaluation of the Center.
 - iv. Day-to-day administration of the Center in accordance with the policies of the Board of Control; and
 - v. Budgeting, financial planning and management, supervision of certified and non-certified staff, student discipline and curriculum development.
 - (3) The Director, in cooperation with Member Districts, will oversee

and coordinate the comprehensive plan of action for completion of the applicable needs assessments necessary to meet the requirements of State regulations and the Federal Perkins requirements.

b. Supervision and Guidance

- (1) Supervision of certified and non-certified personnel shall be the responsibility of the Director or his/her designated representative.
- (2) An Assistant Director, who meets criteria, established by the Illinois State Board of Education, Department of Adult, Vocational and Technical Education shall be employed by the Board of Control.
- (3) The duties of the Assistant Director shall be defined by the Board of Control and the State Board of Education, Department of Adult, Vocational and Technical Education.

c. Instruction

Instructors shall be certified to teach in the State of Illinois.

Section 3. Board of Control

a. Structure

The Board of Control shall be composed of the Superintendent of each member school (or his designated representative) and a member of the Board of Education from each member district, and the Superintendent of the Grundy-Kendall Education Service Region. Each member school and the Superintendent of the Grundy-Kendall Educational Service Region shall have one vote on the Board. School votes shall be cast by the board member from the respective district's board of education. If that board member is absent, then the Superintendent of that district shall vote. If the board member and the Superintendent are absent, the Superintendent from that district shall designate a representative who shall vote on behalf of said district at such meeting.

b. Function

- (1) The Board of Control shall, from its membership, elect a Chairman and a Secretary, who shall serve for a term of one year.

- (a) The Chairman shall perform all of the functions customarily inherent in a presiding officer.
- (b) The Secretary shall perform all of the functions customarily inherent in offices of a secretary.
- (2) The Board of Control shall develop general policies (not in conflict with policies of member Boards of Education).
- (3) The Board of Control shall hold regular meetings, and special meetings at the call of the Chairman or upon request of any two member schools. All meetings of the Board of Control shall be conducted in accordance with Robert’s Rules of Order.
- (4) All meetings of the Board of Control shall be conducted, and noticed and recorded in accordance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.)
- (5) A majority of all voting members shall constitute a quorum of the Board of Control, but no action shall be taken unless approved by the majority vote of total membership.

Article III - Program and Finance

Section 1. Arrangements for Physical Facilities

The building shall be located on a site leased from Morris Community High School.

Section 2. Types of Programs and/or Services

- a. Programs will be offered in as many occupational programs as are feasible from a financial and manpower standpoint.
- b. Services offered will include, but not be limited to: textbook rental, counseling, graduate placement, and occupational orientation.

Section 3. Arrangements for Employing Staff

The Board of Control will employ needed personnel upon the advice of the Director.

Section 4. Involvement of other Community and/or State Agencies

Assistance of other community and State Agencies will be sought as the need arises, consistent with the purpose of this Joint agreement.

Section 5. Financing the Joint Agreement

The Board of Control shall adopt an annual budget and shall establish an accounting system that will account for all receipts and expenditures in compliance with applicable rules and regulations of the State Board of Education. The Board will approve all budgets and expenditures related to all Career and Technical Education Federal and State grants.

- a. Education fund tuition shall include those items of cost incurred in the operation, maintenance, and administration of the education programs of the Center.
- b. Building fund tuition shall include those items of cost incurred in the operation and maintenance of the physical plant, grounds, and facilities of the Center.
- c. Education fund tuition shall be pro-rated on the basis of student enrollment in the Center on the day of attendance of the first semester of each school year designated by the Department of Adult, Vocational and Technical Education as the official enrollment day for the purpose of reimbursement. This rate will be used for the entire fiscal year.
- d. Building fund tuition shall be pro-rated based upon the Equalized Assessed Valuation of the member schools.
 - (1) Equalized Assessed Valuation will be that EAV utilized by the State Board of Education to calculate state aid payments for the current school year.
 - (2) 11th and 12th grade enrollments used will be that total enrollment reported by schools on the fall housing report for the previous school year.
- e. Costs for construction and major renovation of the physical plant, grounds, and facilities of the Center shall be pro-rated on a basis of Equalized Assessed Valuation, except for the 2010 Project Debt, which is specifically addressed in Section 6.A below, and the 2026 10-Year Life Safety Project and Renovation, which is specifically addressed in Section 6.B below.
- f. Claims for reimbursement will be filed by the Director in accordance with the policies of the Department of Adult, Vocational and Technical Education.

- g. An accounting system will be maintained and a statement of accounts will be issued to the member districts on a monthly basis.
- h. An annual financial statement shall be submitted to the Illinois State Board of Education.
- i. An operating cash balance, in an amount to be determined by the Board of Control, will be maintained.
- j. Member districts will be billed monthly for their pro-rata share of the education and building fund tuitions.

Section 6A. Financing for the 2010 Life Safety, Renovation and Addition Project

- a. Subject to prior action authorizing the same, the Board of Control may issue debt certificates not to exceed \$3.55 million (the “2010 Project Debt”) for life safety, renovation and addition work (the “Project”) at the building currently utilized by the Grundy Area Vocational Center, located at 1002 Union Street, Morris, Illinois. Each Member District shall be obligated to pay a pro-rata portion of the 2010 Project Debt based upon a weighted formula giving equal weight to the Member District’s EAV and five-year average enrollment of students at the Center. Based on this formula, the pro-rata shares of each Member District for the 2010 Project Debt are as follows:

Coal City CUSD 1	27.8%
Gardner South Wilmington SD 73	4.7%
Minooka HSD 111	38.9%
Morris HSD 101	28.6%

These pro-rata shares shall not change for the duration of the 2010 Project Debt and shall remain in place until all payments due in connection with said debt have been made.

- b. The Member Districts shall be jointly and severally responsible for the payments due in connection with the 2010 Project Debt. Should any Member District default on its payment obligation, the other Member Districts shall contribute a pro-rated amount of the defaulting Member District’s payment based on the relative payment obligations set forth above. The defaulting Member District shall be liable to the Board of Control and the non-defaulting Member Districts for the amount of such payment plus interest at the maximum rate authorized by law. Upon receipt of such payment from the defaulting Member District, the Board

of Control shall distribute to the other Member Districts the amount each paid as its share of the defaulting Member District's debt payment.

- c. Prior to the issuance of the debt certificates, a Member District may opt to pay its proportionate share of the Project cost to the Board of Control. Such pre-payments must be made at least 30 days prior to the date on which the debt certificates shall be issued. The amount of the debt certificates to be issued shall then be reduced according to the amount of such pre-payments, if any, received by the Board of Control. The Member Districts electing not to make such pre-payments shall be responsible for their pro-rata share (set forth in Section 6.A.a) of the 2010 Project Debt. A Member District that elects to prepay its proportionate share of the Project cost shall continue to be jointly and severally responsible for payments due as a result of any Member District's default as set forth in Section 6.A.b above.
- d. Subsequent to the issuance of the debt certificates, a Member District may opt to prepay its pro-rata share of the principal and interest accrued to date on the 2010 Project Debt. Such prepayment shall be made to the Board of Control, which shall establish an escrow account for such prepaid debt service obligations. Any Member District that elects to prepay any portion of its pro-rated debt service obligation shall continue to be liable for its pro-rated share of any interest to become due on the debt, and shall continue to be jointly and severally responsible for payments due as a result of any Member District's default as set forth in Section 6.A.b above.
- e. Any Member District that withdraws or is removed from the Grundy Area Vocational Center shall continue to be liable for all outstanding amounts of the Member District's previously determined share of the Series 2010 Project Debt, and for payments due as a result of any Member District's default as set forth in Section 6.A.b above, in accordance with the terms set forth herein, the issuing documents and any Intergovernmental Agreement between the Member Districts. In the event the Grundy Area Vocational Center is dissolved, the Member Districts shall continue to be jointly and severally responsible for payment of any and all remaining payments due in connection with the 2010 Project Debt in the same manner as set forth herein. The payment obligations for the 2010 Project Debt shall survive termination of this Agreement.
- f. In the event that new districts become members of the Joint Agreement after the issuance of the debt certificates, the Board of Control may assess a fee to be paid by such new member district(s) for a portion of the 2010 Project Debt as a condition of membership in the Joint Agreement. The amount of such fee and when it must be paid shall be determined by the

Board of Control. The obligations of the Member Districts as set forth in this Section 6.A and under the 2010 Project Debt issuing documents shall remain in full force and effect and shall not be affected in any way by the addition of new member districts and/or any fee assessed to such new member districts as allowed by this Section 6.B.f.

Section 6.B Financing for the 2026 10-Year Life Safety Project and Renovation

- a. Subject to prior action authorizing the same, the Board of Control may enter into contracts not to exceed \$5.5 million for the 2026 10-year life safety and renovation work (the “2026 Project”) at the building currently utilized by the Grundy Area Vocational Center, located at 1002 Union Street, Morris, Illinois. Each Member District shall be obligated to pay a pro-rated portion of the 2026 Project costs based on the previously agreed percentages from the 2010 Life Safety, Renovation, and Addition Project. The pro-rated shares of each Member District for the 2026 Project are as follows:

Coal City CUSD 1	27.8%
Gardner South Wilmington SD 73	4.7%
Minooka HSD 111	38.9%
Morris HSD 101	28.6%

These pro-rated shares shall not change for the duration of the 2026 Project and shall remain in place until all payments due in connection with the 2026 Project have been made.

- b. The member Districts shall be jointly and severally responsible for the payments due in connection with the 2026 Project. Should any Member District default on its payment obligation, the other Member Districts shall contribute a pro-rated amount of the defaulting Member District’s payment based on the relative payment obligation set forth above. The defaulting Member District shall be liable to the Board of Control and the non-defaulting Member Districts for the amount of such payment plus interest at the maximum rate authorized by law. Upon receipt of such payment from the defaulting Member District, the Board of Control shall distribute to the other Member Districts the amount each paid as its shares of the defaulting Member District’s 2026 Project payment.
- c. Any Member District that withdraws or is removed from the Grundy Area Vocational Center shall continue to be liable for all outstanding amounts of the Member District's previously determined share of the 2026 Project and for payments due as a result of any Member District's default as

outlined in Section 6.B.b above, in accordance with the terms set forth herein, the 2026 Project contracts and any Intergovernmental Agreement between the Member Districts. In the event the Grundy Area Vocational Center is dissolved, the Member Districts shall continue to be jointly and severally responsible for payment of any and all remaining payments due in connection with the 2026 Project in the same manner as set forth herein. The payment obligations for the 2026 Project shall survive termination of this Agreement.

- d. In the event that new districts become members of the Joint Agreement after the start date of the 2026 Project, the Board of Control may assess a fee to be paid by such new member district(s) for a portion of the 2026 Project costs as a condition of membership in the Joint Agreement. The amount of such fee and when it must be paid shall be determined by the Board of Control. The obligations of the Member Districts as set forth in this Section 6.B and under the 2026 Project contracts shall remain in full force and effect and shall not be affected in any way by the addition of new member districts and/or any fee assessed to such new member districts as allowed by this Section 6.B.d.

Article IV - Transportation

Designation of Responsibility

- a. The home district shall be responsible for the transportation of its students to and from the Area Center.
- b. Any state reimbursement for transportation of these students shall be made to the home district.

Article V – Students

Section 1. Equity

The Center recognizes the importance of equity, diversity and inclusion throughout all aspects of a student’s educational experience. The Center will provide equitable access for all students in grades 9-12 with career exploration, career preparation and academic and social support.

Section 2. Evidence-based Practices

The Center will provide targeted support services, informed by evidence-based practice, for special populations as defined by Federal Perkins. The Center will

provide evidence-based professional learning and resources to support Member District programs in collecting data and using data to improve activities and services for those who are members of special populations, which will benefit all students.

Section 3. Community Collaboration

The Center 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 and align to the current Illinois' Perkins State Plan.

Section 4. Eligibility and Equitable Access

Students must be residents and enrolled, at least part-time, in a Member District, must be in good standing (i.e. not serving a suspension or expulsion) and satisfy any additional eligibility requirements established by the Member District to attend the Center. The Center shall provide equitable access to its program offerings to all resident students enrolled in Member Districts, and shall not discriminate on the basis of race, sex, gender, disability, religion, gender identify, or any other protected status under State and federal laws applying to secondary students.

Section 5. Data

Member Districts shall share with the Director the following information as requested:

- Data regarding students enrolled in Career and Technical Education courses at the Member District's high school(s).
- Data regarding students who attend or plan to attend courses at the Center that will assist personnel at the Center in providing appropriate services to students, including any necessary accommodations.

Article VI - Procedures for Withdrawal of a School District from this Agreement

Member schools may withdraw from the agreement in accordance with sections 10-22.31a of the *School Code* of Illinois.

Article VII - Provisions for Amendments

This agreement may be altered or changed at any time by 2/3 vote of the Board of Control and approval by 2/3 of the Boards of Education of the member districts.

Approved _____, 2025

BY; _____
Chair, Board of Control

ATTEST: _____
Secretary, Board of Control

APPENDIX A

**GRUNDY AREA VOCATIONAL CENTER
ORGANIZATIONAL STRUCTURE**

BOARD OF CONTROL

DIRECTOR

ASSISTANT DIRECTOR

DEAN OF STUDENTS

FACULTY AND STAFF