

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PARTICIPATING DISTRICTS FOR
THE CAREER CENTER OF SOUTHERN ILLINOIS**

This agreement is made 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 of 1973 (5 ILCS 220/1 et seq.).

ARTICLE I - GENERAL

Section 1 Name

The name of this area vocational and educational center shall be the Career Center of Southern Illinois, hereinafter referred to as CCSI, and shall operate as a legal entity under the applicable provisions of Section 10-22.31a of the *School Code*. (105 ILCS 5/10-22.31a).

Section 2 Purpose

The purpose of CCSI shall be to provide specialized vocational programs in an area vocational center for all students who need and can benefit from such specialized training; to provide other educational programs as needed by the community; to provide needed educational facilities and to employ a director and other professional staff for such programs; to acquire, build, establish and maintain sites and buildings that may be needed for area vocational education programs and other educational programs; and to provide for the administration and financing of such programs, all in accordance with the provisions of the *School Code* and other applicable state and federal laws.

Section 3 Membership

3-1 Membership in this Intergovernmental Agreement shall be extended to all school districts within a reasonable distance from CCSI and which also meet all applicable state and federal laws, rules and regulations. New districts shall assume their contractual responsibilities and pay any entrance fee established by the Board of Control. New members after July 1, 2017 must apply and be approved by the Board of Control with 2/3 vote and shall maintain membership for a minimum of three years.

3-2 Membership shall continue provided that Participating Member Districts can withdraw from the Intergovernmental Agreement in accordance with the provisions of Article V of this Intergovernmental Agreement. A Participating Member District that withdraws or is removed from this Intergovernmental Agreement and is later readmitted after paying the entrance fee established by the Board of Control shall re-enter as either a new Participating Member District or as a Non-Member District and its rights and obligations thereafter will be subject to this Agreement.

3-3 Types of Districts:

(a) Participating Member District: is a legal member in good standing of the Intergovernmental Agreement and participates in the Intergovernmental Agreement by having students enrolled at CCSI each school year and by serving on the BOARD OF CONTROL. And further:

- retains an equitable share of all beneficial interests in CCSI (assets). The equitable share of assets shall be determined at any time by apportioning the total recoverable equity of CCSI to each Participating Member District based on its pro-rata share of the total secondary (Grades 9-12) enrollments of all Participating Member Districts as determined by the annual September 30th Fall Housing Report. This pro-

rata share is referred to per-capita (district) enrollment.

- is an original Participating Member District of the 2017 revised Intergovernmental Agreement, or later becomes a Participating Member District, and fully participates in the financial commitment outlined in this Agreement.

(b) Non-Member District:

A public school district or independent, parochial or private school or other agency which is not a member of the Intergovernmental Agreement and which contracts with the ADMINISTRATIVE AND FISCAL AGENT to enroll students in CCSI on an annual or other basis. A Non-member District shall have no share of beneficial interest in CCSI. In addition, a Non-member District may sit on the BOARD OF CONTROL, but shall have no vote on Board matters. Non-Member Districts' cost of tuition or services will be determined annually by the Board of Control. For the 2017-2018 school year the rate for tuition per student shall be 150% the per pupil operating costs of the highest member district. Transportation shall be the responsibility of the non-member district.

- 3-4** All matters of membership shall be considered at regularly scheduled public meetings of the BOARD OF CONTROL.
- 3-5** Any district failing to abide by its agreement to participate, whether a Participating Member District or a Non-Member District, may be excluded from participation upon the vote of the BOARD OF CONTROL. The Administrative and Fiscal Agent shall advise a Participating Member District of the decision to exclude the member from participation in CCSI for the next school year by written notice at least 90 calendar days prior to the end of the current fiscal year (June 30).
- 3-6** In the event of withdrawal or exclusion of any Participating Member District, such District shall make payment of all outstanding current year obligations to CCSI by June 30th of the year of withdrawal or exclusion, including its proportional future share of any ongoing financial responsibilities incurred while a Participating Member District such as legal judgments, unemployment benefits, retirement penalties, etc. In addition to actual current year obligations, withdrawing or excluded Participating Member Districts shall be responsible for its assessment of any current year deficit within sixty (60) days of its last day of participation in the Agreement. A withdrawing or excluded Participating Member District shall relinquish all rights to any assets of CCSI upon withdrawal or exclusion. The Participating Member District shall be liable for all costs involved, including court costs and legal fees, to collect any amounts owed under this section.

ARTICLE II - ORGANIZATION AND OPERATION

Section 1 Administrative and Fiscal Agent

- 1-1** The BOARD OF CONTROL will designate the ADMINISTRATIVE AND FISCAL AGENT for CCSI. The REGIONAL SUPERINTENDENT OF SCHOOLS of Monroe/Randolph Counties is initially designated as the ADMINISTRATIVE AND FISCAL AGENT. The designation of the ADMINISTRATIVE AND FISCAL AGENT under this Agreement may be changed or altered by the BOARD OF CONTROL upon approval of two-thirds (2/3) of the Participating Member Districts' boards of education. Notification of any change of designation of the ADMINISTRATIVE AND FISCAL AGENT must occur prior to March 31 in order to be effective for the next fiscal year. After a vote to change the ADMINISTRATIVE AND FISCAL AGENT, all of the Participating Member Districts and the prior and new ADMINISTRATIVE AND FISCAL AGENT may agree by stipulation to

accelerate or postpone the effective date of the change.

- 1-2 The ADMINISTRATIVE AND FISCAL AGENT shall be the operating agent for purposes of positive legal identity required to execute the program in accordance with applicable state and federal laws, rules and regulations.
- 1-3 The ADMINISTRATIVE AND FISCAL AGENT shall be responsible for the execution of all administrative functions as determined by said BOARD OF CONTROL, including legal and fiscal matters.
- 1-4 The Director of CCSI and the ADMINISTRATIVE AND FISCAL AGENT shall be present at BOARD OF CONTROL meetings.
- 1-5 The ADMINISTRATIVE AND FISCAL AGENT shall have the right to withdraw from that capacity at the end of any fiscal year provided that notice is given to the BOARD OF CONTROL by March 31st of that that-fiscal year. Such notice would cause the BOARD OF CONTROL to review the operation of CCSI and to amend the INTER-GOVERNMENTAL AGREEMENT in order to provide for the administration of CCSI beginning with the next fiscal year.
- 1-6 The ADMINISTRATIVE AND FISCAL AGENT shall have the right to call special meetings of the BOARD OF CONTROL by giving proper notice. Meetings may also be called pursuant to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.). All meetings shall be held in accordance with said Act.
- 1-7 The ADMINISTRATIVE AND FISCAL AGENT shall be responsible for the following on behalf of CCSI:
 1. Receipt and deposit of all CCSI funds.
 2. Payment of authorized and approved CCSI expenses by the BOARD OF CONTROL and accepted by the ADMINISTRATIVE AND FISCAL AGENT.
 3. Maintenance of an accounting system to document all income and expenditures of CCSI.
 4. Preparation and filing of all appropriate fiscal reports and claims required by the State of Illinois.
 5. Processing of payroll and other accounts related to employees of CCSI.
- 1-8 The ADMINISTRATIVE AND FISCAL AGENT or the BOARD OF CONTROL may designate other agents to perform any of the ADMINISTRATIVE AND FISCAL AGENT'S functions. The ADMINISTRATIVE AND FISCAL AGENT shall bear no responsibility for the independent acts of these designated agents.
- 1-9 The Participating Member Districts agree to defend, indemnify and hold harmless the ADMINISTRATIVE AND FISCAL AGENT against any and all civil liabilities, obligations, losses, claims, demands and expenses, including reasonable attorney's fees and court costs, incurred within the scope of the ADMINISTRATIVE AND FISCAL AGENT'S performance of his official duties, or omissions thereof. This defense and indemnification clause does not extend to the defense of criminal charges against the ADMINISTRATIVE AND FISCAL AGENT

Section 2 Board of Control

- 2-1 The Board of Control shall be composed of the following:
 - (a) The superintendent or his/her designee of each Participating Member District; and

(b) The superintendent for each Educational Service Region served by CCSI, or his/her designated representative.

2-2 The term of office of each BOARD OF CONTROL member shall be at the will of the public body appointing such member, except that each appointed member's term should generally be at least one (1) year in duration to ensure continuity. Both appointment and removal of any such member shall be in writing, and removal shall not be effective until thirty (30) days after notice thereof shall be delivered to the ADMINISTRATIVE AND FISCAL AGENT. Temporary substitution of any member on the BOARD OF CONTROL may be effected through written notice provided to the ADMINISTRATIVE AND FISCAL AGENT. Non-Member Districts shall have the right to sit on the BOARD OF CONTROL but shall have no voting rights as set forth in ARTICLE I, Section 3-3(b).

2-2.1 Selection of Officers

A. The Board of Control shall have a President and a Vice President which the members of the Board of Control shall elect at its organization meeting. The terms of the office of President and Vice President shall be two years (2) from the date of the organizational meeting. In the event the office of the President becomes vacant during the year of office, or the President is not able to preside at a meeting, the Vice President shall assume this office during the vacancy.

B. The Board of Control shall also elect a Secretary for a term of two years (2) at the organizational meeting. The Secretary may be a member of the Board of Control or a member of the CCSI staff. The Secretary shall be responsible for the completion and distribution of the minutes of all Board of Control meetings. In the absence of the Secretary, the Board of Control members present shall elect a *Pro Tem* Secretary.

2-3 The BOARD OF CONTROL shall meet at least monthly as agreed upon and by vote shall act and assist in a governing capacity on behalf of CCSI.

2-4 The BOARD OF CONTROL shall assist and advise the Director:
(a) In developing and approving general policies which are consistent with the educational policies of the Participating Member Districts;
(b) In developing and approving regulations and procedures designed to implement these policies;
(c) In making all substantive decisions relating to the operation of CCSI.

2-5 This ARTICLE II entitled, "Organization and Operation" shall be reviewed every three years, and the BOARD OF CONTROL shall have the power, based on two thirds (2/3) vote of the membership, to amend this ARTICLE II.

Section 3 Administrative Structure

3-1 The Director of CCSI shall be employed by the Board of Control. He or she shall be held directly responsible, and shall report, to the Board of Control. The Board of Control will define the Director's duties, responsibilities and authority. The Director shall be placed under contract in accordance with applicable laws, rules and regulations.

3-2 The Board of Control shall also employ other necessary professional and non-professional employees upon the recommendation of the Director. The duties, responsibilities and authority of these employees shall be established by the Director and defined by the Board of Control.

- 3-3** Policies relative to the development, implementation and supervision of the instructional program and employment of personnel shall be formulated by the Board of Control. These policies shall be administered by the Director and his or her staff under the supervision of the Board of Control in accordance with established written procedures.

Section 4 Duties of Administrative Personnel

The Director shall be responsible for the operation of CCSI in accordance with policies established by the BOARD OF CONTROL. The Director's duties include supervision of professional and non-professional staff, budgeting, financial planning and management, curriculum development, the filing of required state reports and other tasks necessary for efficient operation of CCSI.

Section 5 Advisory Committees

- 5-1** An Intergovernmental Agreement (IGA) & Finance Committee shall be created and shall meet up to four times annually as needed. The primary function of this committee is to monitor the fiscal practice and condition of CCSI, as well as establish the budget for the upcoming fiscal year.
- 5-2** The IGA/Finance Committee shall be made up of the following representation as Determined by the Board of Control:
- The Administrative and Fiscal Agent.
 - The CCSI Director.
 - At least one Superintendent from a Participating Member District from each of the counties served: Monroe, Randolph and St. Clair.
 - A representative of the Regional Office of Education from each of the counties served.
- 5-3** The BOARD OF CONTROL may establish other advisory committees as it deems necessary.
- 5-4** Each committee shall, from its membership, elect a chairman, vice-chairman and secretary.
- 5-5** The officers of each committee shall perform the usual and ordinary functions of their respective offices.
- 5-6** The number of the members of the committee shall be determined by the Board of Control from time to time. Appointments of members to the committee shall be made by the Board of Control upon the advice of the Director for such terms as the Board of Control shall determine.
- 5-7** The Director of CCSI shall be an ex-officio member of these Advisory Committees.

ARTICLE III – PROGRAMS

Section 1 Types of Programs and/or Services

The types of programs and services offered will be determined by the BOARD OF CONTROL based upon the recommendations received from the Director, information received from community studies, advisory committee recommendations, applicable governmental agencies, and other reliable resources.

Section 2 Arrangements for Physical Facilities

The ADMINISTRATIVE AGENT, with two-thirds (2/3) vote of the Participating Member Districts, may utilize applicable provisions of the *School Code* to acquire, build, establish and maintain (excluding general non-capital maintenance), sites, equipment and buildings for CCSI programs. Equipment and other personal property of CCSI shall be utilized only for programs operated under this Agreement. *New Participating Member Districts entering this Agreement after its effective date shall not retroactively share in the assets of CCSI accrued prior to entering into the Agreement, and shall only share on a proportional basis in the assets acquired after becoming a Participating Member District.*

Section 3 Employment of Staff

Such arrangements for employing staff, including job descriptions, salaries, employment and supervision, shall be in accordance with the policies and procedures established by the Board of Control. All staff shall be employed by the Board of Control upon recommendation of the Director as provided by Board Policy.

Section 4 Involvement of Other Community and State Agencies

The ADMINISTRATIVE AND FISCAL AGENT shall organize and effectively maintain a system of communication and participation with and by persons, organizations and groups within the community. The ADMINISTRATIVE AND FISCAL AGENT shall establish and maintain efficient liaison with all applicable state and other governmental agencies.

Section 5 Finance

5-1 Participating Member Districts shall be responsible for the annual operating expenses of CCSI, based upon the cost of operating CCSI less revenues. Any deficits encountered during the operation of CCSI shall be shared on a per capita basis for that deficit year. Deficit payments shall be made in addition to tuition payments the following fiscal year. Twenty-five percent (25%) of the estimated total annual assessments per district in the form of tuition payments will be sent to participating school districts in July, October, January and April of each fiscal year.

The Director and IGA/Finance Committee shall prepare an annual tentative budget for the next fiscal year and present it to the Board of Control by the August monthly board meeting. The tentative budget will include all anticipated revenue from all sources and will set forth the operating expenditures, including any anticipated deficits from the current fiscal year.

Each Participating Member District shall be responsible for its share of vocational tuition established by the Board of Control. Vocational tuition will be billed quarterly based on students enrolled as of the 2nd week of the semester.

Non-Member Districts shall be assessed as stated in Article I, Section 3-3 (b).

Upon termination of this Agreement, any deficit and liabilities of CCSI shall be distributed proportionally and paid by Participating Member Districts on a per capita basis for that deficit year.

5-2 Participating Member Districts shall be responsible for expenditures related to construction, facilities development and other related costs as are prorated among them based on district enrollments and scheduled for payment by the provisions of any special agreement passed by the vote of two-thirds (2/3) of the Member Districts' Boards of Education. This shall not include normal maintenance and upkeep on current CCSI property in that these expenditures are considered to be an operating expense to be

budgeted annually.

- 5-3 Contributions from private, business and foundation sources for the benefit of CCSI shall be made to CCSI, subject to the approval of the BOARD OF CONTROL.
- 5-4 Accounting procedures shall conform to directives of the Illinois State Board of Education.
- 5-5 The ADMINISTRATIVE AND FISCAL AGENT shall maintain accounts of CCSI annual operating expenses and shall make these available to the BOARD OF CONTROL as needed and requested.
- 5-6 The ADMINISTRATIVE AND FISCAL AGENT shall conduct at least an annual audit of CCSI in accordance with the requirements of the *School Code*.
- 5-7 Operating expenses shall be defined as all documentable expenditures which have accrued to the ADMINISTRATIVE FISCAL AGENT as the result of having administered and operated CCSI.

ARTICLE IV – TRANSPORTATION

Section 1 Vocational Students

Each Participating Member District shall assume the responsibility of providing transportation for their own vocational students attending courses at CCSI and will make separate claims for reimbursement to the State of Illinois.

Section 2 Optional Education Students

CCSI will shall assume the responsibility of providing transportation for Optional Education (full-day) students, and will make a claim for reimbursement to the State of Illinois. The non-reimbursed cost for Optional Education students will be included in the operational expenses referred to in Article III, Section 5-7 above. Participating Member Districts shall annually be assessed on unreimbursed transportation costs on a per route mileage basis.

ARTICLE V – ADMISSION, DISSOLUTION, WITHDRAWAL AND REMOVAL

Section 1 Admission

Non-Member Districts may petition for membership in CCSI in accordance with Article I, Section 3-1 of this Intergovernmental Agreement.

Section 2 Dissolution

This Intergovernmental Agreement may be terminated in the event that all Participating Member Districts' Boards of Education unanimously agree. The vote to terminate must occur at least twelve (12) months preceding the beginning of the fiscal year (July 1) in which the termination is to be effective, and notice shall be provided to the Illinois State Board of Education. CCSI assets shall be distributed in accordance with the interests vested in each asset as outlined by this Agreement.

Section 3 Withdrawal

3-1 Participating Member Districts may withdraw from participation in this Intergovernmental Agreement, provided they give written notice to the Board of Control and each Participating Member District's Board of Education twelve (12) months preceding the beginning of the fiscal year (July 1) in which they plan to withdraw. Notification shall also be provided to the State Board of Education by the withdrawing Participating Member District.

3-2 If a Participating Member District gives written notice of withdrawal, the Participating Member District is to continue its participation and maintenance of its financial obligations until withdrawal is effective. In addition to actual current year obligations, withdrawing Participating Member Districts shall be responsible for its assessment of any current year deficit within sixty (60) days of its last day of participation in the Agreement.

3-3 The withdrawing district shall be solely responsible for costs associated with the reduction-in-force of current CCSI employees that may occur as a result of that district's withdrawal, including the cost of any unemployment claims or litigation brought by an employee or former employee as a result of the withdrawal.

Section 4 Removal

A Participating Member District may be removed from membership by two-thirds (2/3) vote of the BOARD OF CONTROL. Notification of a proposed removal shall be given to the Participating Member District and the Illinois State Board of Education at least 90 days prior to the end of the fiscal year (June 30). A hearing before the BOARD OF CONTROL shall be held within sixty (60) days of the notification to remove a Participating Member District if requested by the Participating Member District. The Illinois State Board of Education shall be notified of the date of the hearing and the BOARD OF CONTROL'S decision following the hearing. A removed district shall be responsible for all financial obligations incurred while a Participating Member District as outlined in Article V, Section 5 below.

Section 5 Costs upon Withdrawal or Removal

In the event of withdrawal or exclusion of any Participating Member District, such District shall make payment of all outstanding current year obligations to CCSI by June 30th of the year of withdrawal or exclusion, including its proportional future share of any ongoing financial responsibilities incurred while a Participating Member District such as legal judgments, unemployment benefits, retirement penalties, etc. In addition to actual current year obligations, withdrawing or excluded Participating Member Districts shall be responsible for its assessment of any current year deficit within sixty (60) days of its last day of participation in the Agreement. A withdrawing or excluded Participating Member District shall relinquish all rights to any assets of CCSI upon withdrawal or exclusion. The Participating Member District shall be liable for all costs involved, including court costs and legal fees, to collect any amounts owed under this section.

ARTICLE VI – AMENDMENTS

The provisions of this Intergovernmental Agreement may be changed upon two-thirds (2/3) vote of the Participating Member Districts' Boards of Education, except that the BOARD OF CONTROL shall have the power to amend Article II - Organization and Operation of CCSI as provided for in Article II, Section 2-5, above.

ARTICLE VII - SAVINGS CLAUSE

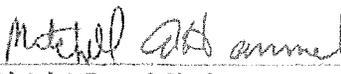
In the event that any Article or Section of these Articles of Joint Agreement violate any applicable statute or regulation, such Article or Section of the Articles of Joint Agreement shall be null and void and shall not be binding. To the extent that the purpose of and the ability of the Board of Control to operate CCSI remains unaltered, such partial invalidation of any part of this Joint Agreement shall not in any way affect the validity of the remainder of these Articles of Joint Agreement.

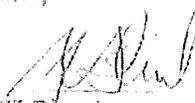
APPROVED BY PARTICIPATING DISTRICT, THIS 16 DAY OF March, 2017.

Chester CUSD No. 139
District Name and Number


District Secretary

Randolph
County


District Board Chair


CCSI Director


Fiscal Agent


R06
Fiscal Agent

APPROVED BY PARTICIPATING DISTRICT, THIS 16th DAY OF MARCH, 2017.

Columbia CUSD 4
District Name and Number


District Secretary

Monroe/St. Clair
County


District Board Chair


CCSI Director

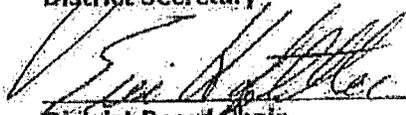

Fiscal Agent

APPROVED BY PARTICIPATING DISTRICT, THIS 25th DAY OF April, 2017.

Dupo District 196
District Name and Number


District Secretary

St Clair
County


District Board Chair


CCSI Director


Fiscal Agent


CCSI Fiscal Agent

APPROVED BY PARTICIPATING DISTRICT, THIS 23 DAY OF FEBRUARY 2017.

Freeburg CHSD77

District Name and Number

St. Clair

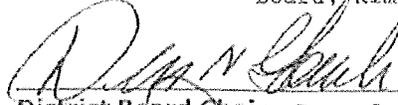
County



CCSI Director



District Secretary Board, Kim Towers



District Board Chair, Dean Gauch



Fiscal Agent

APPROVED BY PARTICIPATING DISTRICT, THIS 20th DAY OF March, 2017.

Marissa U.S.D. #40

District Name and Number

St. Clair

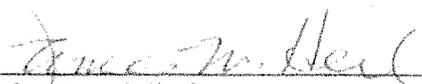
County



CCSI Director



District Secretary



District Board Chair



Fiscal Agent

APPROVED BY PARTICIPATING DISTRICT, THIS 27 DAY OF February, 2017.

New Athens CUSD#60
District Name and Number

[Signature]
District Secretary *[Signature]*

St. Clair
County

[Signature]
District Board Chair *[Signature]*

[Signature]
CCSI Director

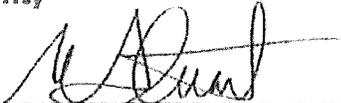
[Signature]
Fiscal Agent *[Signature]*

ROE
Fiscal Agent *[Signature]*

APPROVED BY PARTICIPATING DISTRICT, THIS 10th DAY OF March, 2017.

Red Bud CUSD #132
District Name and Number

Randolph, Monroe + St. Clair
County


CCSI Director


District Secretary


District Board Chair


Fiscal Agent

APPROVED BY PARTICIPATING DISTRICT, THIS 1st DAY OF May, 2017.

Sparta CU 30 140
District Name and Number

Angela Craig
District Secretary

Randolph
County

[Signature]
District Board Chair

[Signature]
CCSI Director

Kelli Di
Fiscal Agent

APPROVED BY PARTICIPATING DISTRICT, THIS 21 DAY OF February, 2017.

Valmeys CUSD #3
District Name and Number

MONROE
County

[Signature]
CCSI Director

[Signature]
District Secretary

[Signature]
District Board Chair

[Signature]
Fiscal Agent

Waterloo CUSD#5

District Name and Number

Monroe

County



CCSI Director

Valerie Barinneyen

District Secretary



District Board Chair



Fiscal Agent