

**Valley Education for Employment System (EFE #130)
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, is made as of this XXX day of XXX, 2022, by and among the Boards of Education of the School Districts and Board of Directors of the Area Career Centers listed in Appendix A and Section 1.4 Membership, which hereinafter will be referred to as “Members.”

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

WHEREAS, Sections 10-22.20a, 10-22.31a and 10-22.31b of the *School Code* of Illinois authorize School Districts and Area Career Centers to enter into joint agreements for the provision of joint educational and vocational training programs (105 ILCS 5/10-22.31a, 10-22.31b, and 10-22.20a); and

WHEREAS, the School Districts and Area Career Centers desire to cooperate as a Career and Technical Education System eligible to receive Career and Technical Education funding.

NOW THEREFORE, each of the Members agrees with the other as follows:

ARTICLE I – GENERAL

Section 1.1 Definitions

“ADMINISTRATIVE DISTRICT” shall be the entity selected to act as the legal and employment agent for the System, pursuant to Section 2.6 of this Agreement.

“BOARD OF CONTROL” shall mean a group (Superintendent/designee) regularly attending meetings who are committed to the success of Career and Technical Education programs; hereinafter referred to as the “Coordinating Council.”

“CAREER AND TECHNICAL EDUCATION SYSTEM” or “CTE SYSTEM” means a State-approved consortium of entities that has a Board of Control, a System Director, and an intergovernmental agreement, which makes it eligible to receive funding.

“COORDINATING COUNCIL” shall mean the BOARD OF CONTROL.

“EFFECTIVE DATE” is XXXXXXXX

“FISCAL AGENT” shall be the entity selected, pursuant to Section 2.7 of this Agreement, to act within the authority and responsibility of the System to receive and disburse funds within funding source guidelines and the budget approved by the Coordinating Council.

“FISCAL YEAR” is from July 1 to June 30.

“ISBE” shall mean the Illinois State Board of Education.

“ICCB” shall mean the Illinois Community College Board.

“LOCAL APPLICATION” means an application submitted to the State Board by an eligible recipient that:

- is aligned to the local needs assessment of participating districts and the comprehensive local needs assessment;
- outlines goals and strategies to support Programs and programs of study; and
- contains all requirements outlined in the Strengthening Career and Technical Education for the 21st Century Act (Perkins V).

“LOCAL OR REGIONAL ADVISORY COMMITTEE” refers to a group of stakeholders that may include representatives from a local business or industry, university and community college representatives, CTE educators from K-12 Programs and CTE teaching faculty from postsecondary programs, CTE staff, and representatives from local trade unions. The committee shall advise the institution on the development, implementation, and evaluation of Programs to ensure programs are tailored to meet the workforce requirements of the community while addressing student needs.

“MEMBER” shall refer to the school districts and area career centers subject to this Agreement.

“PROGRAM” shall refer to a state approved CTE Program.

“SYSTEM” shall mean the Valley Education for Employment System, EFE 130, a Career and Technical Education System or CTE System.

“VALEES” shall mean Valley Education for Employment System, EFE 130.

Section 1.2 Name

The Members hereby establish an Intergovernmental Agreement that shall be known as the Valley Education for Employment System, EFE 130.

Section 1.3 Purpose

The purpose of this System is to ensure that CTE programs and services are provided to regional youth through an integrated delivery system that makes effective and efficient use of public schools, area career and technical centers, regional education centers, postsecondary institutions, and the employment sector.

Section 1.4 Membership

Membership shall consist of:

Batavia Public School District 101	Batavia, IL
Earlville Community Unit School District 9	Earlville, IL
East Aurora School District 131	Aurora, IL
Fox Valley Career Center	Maple Park, IL
Geneva Community Unit School District 304	Geneva, IL
Hinckley-Big Rock Community Unit School District 429	Hinckley, IL
Indian Creek School District 425	Shabbona, IL
Indian Valley Vocational Center	Sandwich, IL
Kaneland Community Unit School District 302	Maple Park, IL
Leland Community Unit School District 1	Leland, IL
Newark Community High School District 18	Newark, IL
Paw Paw Community Unit School District 271	Paw Paw, IL
Plano Area Special Education Cooperative	Plano, IL
Plano Community Unit School District 88	Plano, IL
Sandwich Community Unit School District 430	Sandwich, IL
School District 308	Oswego, IL
Serena Community Unit School District 2	Serena, IL
Somonauk Community Unit School District 432	Somonauk, IL
West Aurora School District 129	Aurora, IL
Yorkville Community Unit School District 115	Yorkville, IL

1.4.1 Membership Conditions

1.4.1.1 Membership is limited to public school districts, and area career centers authorized pursuant to Section 10-22.20a of the School Code located within the State of Illinois. A public institution seeking to join the System must submit an application to the Coordinating Council, before September 1 of a given year, prior to becoming a member in the subsequent Fiscal Year. If approved, membership would become effective the following July 1. A school district or area career center may be admitted as a member only upon recommendation by a 2/3 vote of all the Coordinating Council members and approval by 2/3 of the current Member boards of education or board of directors and the board of education of the school district or board of directors of the area career center seeking membership. A school district or area career center seeking membership must also meet the following conditions:

- a. A new member shall agree to be bound by the terms of this Agreement.

b. A new member shall execute a Resolution to Form Cooperative Agreement, as provided in Appendix B, which is attached hereto and incorporated herein by reference.

1.4.1.2. This Agreement, signed by Members, shall continue in force for all Members for subsequent years, unless a Member's participation terminates in accordance with the following procedures.

a. Withdrawal. Members may withdraw from participating in the System effective as of the end of the last day of any fiscal year. To withdraw, a Member must give written notice to the Coordinating Council and the System Director of its intention to withdraw. This written notice must be given no later than eighteen (18) months preceding the effective date of the withdrawal. The withdrawing Member also must provide written notice to ISBE and all other Members no later than twelve (12) months preceding the effective date of withdrawal. If a Member gives written notice of withdrawal, that Member is to continue participation and financial obligation until the effective date of the withdrawal. If a Member withdraws, all of the equipment purchased by the System remains with the System.

b. Termination. The Coordinating Council of the System may terminate the membership of any Member for substantial deviation from the provisions of this Agreement. A proposal to terminate a Member's membership must be initially approved by a 2/3 vote of all Coordinating Council members. After an initial vote by the Coordinating Council approving a proposal to terminate membership, the Coordinating Council shall notify the Member for which it is proposing termination, and all other Members, of such proposed termination. The Member for which termination is proposed may request an informal hearing before the Coordinating Council. Subsequent to any such hearing, the Coordinating Council will take a final vote. Termination must then be approved by an affirmative vote of 2/3 of all the Coordinating Council members. The Coordinating Council shall provide notice to ISBE and all Members of final action to terminate a Member at least twelve (12) months prior to the date on which the termination is to become effective. Termination of membership shall become effective on June 30. The decision of the Coordinating Council shall be final. If a district is terminated, all of the equipment purchased by the System remains with the System.

1.4.1.3. Payment on Withdrawal or Termination. Withdrawn and terminated Members shall continue to be liable for their prorated share of program costs for the period during which they were a Member. Withdrawing and terminating Members shall forfeit any interest in System assets (funds or property) unless the terms of a related grant provides otherwise.

1.4.2 List of Members.

All current Members shall be included in Appendix A, which is attached hereto and incorporated herein by reference. Appendix A shall be updated with any addition or withdrawal of members.

1.4.3 Membership Rights.

Nothing in this Agreement shall prevent the Members from maintaining programs/courses separate from the System. It is recognized that Members may offer programs/courses not included as part of the System; such programs/courses are not subject to the terms of this Agreement.

1.4.4 Membership Responsibilities.

Members shall promptly and completely submit all required grant documentation including grant application, local needs assessment, and accurate and timely fiscal documentation of grant expenses. A Member that does not meet the grant fiscal requirements by fully expending the grant allocation shall reimburse the System the cost of unexpended grant funds.

1.4.5 Membership Participation Assurances.

Information on participating in this IGA is posted on the VALEES Website. Other school districts and area career centers within the region have been afforded the opportunity to participate in this IGA.

Section 1.5 Equal Employment and Non-Discrimination

The System and all Members 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, disability, age, marital status, order of protection status, military status, sexual orientation, pregnancy, unfavorable discharge from military service, work authorization status or citizenship status.

ARTICLE II – ORGANIZATION AND OPERATION

Section 2.1 Basic Structure

The organizational structure is described in narrative form in Sections 2.1 - 2.8. A graphic of the organizational structure is available in Appendix C.

The System shall have as its basic structure a number of sub-regions connected by this agreement into a Career and Technical Education System. Each sub-region shall be composed of school districts and area career centers that have a community of interest.

Sub regions

Indian Valley Sub-region includes the Members : Earlville, Hinckley-Big Rock, Indian Creek, Indian Valley Vocational Center, Leland, Paw Paw, Plano Area Special Education Cooperative, Plano, Sandwich, Serena, Somonauk and Yorkville.

Fox Valley Sub-region includes the Members : Batavia, Fox Valley Career Center, Geneva, and Kaneland

River Valley Sub-region includes the Members : East Aurora, SD308 and West Aurora

Section 2.2 Boards of Education

The System is to be governed by the Members as set forth in this Agreement. Decisions of the Members related to participation in the System shall be in compliance with all applicable laws and all lawful, valid and applicable rules and regulations of the State of Illinois.

Section 2.3 Coordinating Council

2.3.1 Coordinating Council Membership

The Coordinating Council shall be composed of three (3) superintendents and/or designated representatives from each sub-region, with each having one vote, one non-voting representative from Waubensee Community College, and a non-voting representative of the fiscal agent. Regional Superintendents (other than the fiscal agent) and Directors of Educational Service Centers serving VALEES schools are also invited to be ex-officio non-voting members. Voting alternates may be designated in writing to attend in the absence of the chief executive.

2.3.2 Coordinating Council Meetings

The Coordinating Council shall meet quarterly. Special meetings of the Coordinating Council may be called by the Chairperson, or upon request of any three (3) Coordinating Council members. Notice of special meetings shall reach all Coordinating Council members at least 48 hours prior to the meetings. Such notice shall contain time, place, and purpose of the meeting. Emergency meetings may be called in accordance with the Illinois *Open Meetings Act*, 5 ILCS 120/1 et seq. Notice of all such meetings shall be in accordance with said Act.

2.3.3 Coordinating Council Chair and Vice-Chair

The Coordinating Council shall elect its own chairperson and vice-chairperson annually; the term of office to commence July 1. The chairperson and vice-chairperson shall carry out the functions inherent in those positions.

2.3.4 Coordinating Council Quorum

A quorum of the Coordinating Council shall be a majority of voting Coordinating Council members. All resolutions and motions shall require a majority of the votes cast for passage.

2.3.5 Powers of the Coordinating Council

The provisions of this Agreement and accompanying Policy Manual shall constitute the By-laws by which the System shall be governed. The Coordinating Council shall:

1. Establish an annual operating budget for the System.
2. Adopt procedures and policies for the operation of the System.
3. Review and approve annual budgets and financial matters of the System.
4. Recommend and approve amendments to this Agreement by the Members pursuant to Section 8.2.
6. Employ staff and engage in collaborative discussion regarding performance of System Director to improve regional operation.
7. Assess and evaluate the System including directing the completion of applicable needs assessments necessary to meet the requirements of Part 256 and Perkins V.
8. Perform any other functions designated elsewhere in this Agreement.

9. Establish and define the authority of standing and ad hoc committees as appropriate, including, but not limited to, a Bill Listing Committee.

Section 2.4 System Director

The Valley Education for Employment System Director (“System Director”) will be selected by the Coordinating Council. The System Director will be employed by the Administrative District. The System Director shall:

1. Be responsible for the operation of the System and will carry out the policies of the Coordinating Council and report directly to the Coordinating Council.
2. Fulfill all grant responsibilities outlined in the Assurance Pages of approved ISBE grant applications on behalf of the System.
3. Approve the implementation of CTE Programs in the Illinois State Course System following the guidelines set forth by ISBE, ensure approved programs continue to meet the size, scope and quality definitions of ISBE.
4. Ensure the completion of applicable needs assessments necessary to meet the requirements of Part 256 and Perkins V. Members contribute to needs assessments completion.
4. File and implement a budget as approved by the Coordinating Council and will make such other reports and perform other duties as may be required.
5. Maintain adequate records to support all claims for reimbursement by ISBE and other grantors and make such records accessible to the System upon request and also for audit by state and federal authorities as required by ISBE Rules Part 254 and other regulations applicable to grant funds.

Section 2.5 Committee Structure

In addition to standing committees consisting of a Steering Committee, Program Committees, a Student Services Committee, and Local or Regional Advisory Committees, the Coordinating Council shall establish those committees as may be necessary from time to time to accomplish the purposes of this Agreement.

2.5.1 Steering Committee shall be composed of the high school principal, Career and Technical Education administrator or other district designee. The Steering Committee shall assist the Coordinating Council and the System Director in carrying out objectives and policies and shall make recommendations to the Coordinating Council through the System Director.

2.5.2 Program Committees may be established for state approved Programs. The members of each program committee shall consist of all instructors in the courses making up the programs or any other interested instructors from the Members and Waubensee Community College.

2.5.3 Student Services Committee shall be composed of school counselors, and special populations personnel, at least one from each Member, as well as representatives from the community college and other post-secondary institutions, community-based organizations, the local workforce development system, and other service agencies.

2.5.4 A Local or Regional Advisory Committee shall be established for each program. When appropriate, committees shall be coordinated with Waubensee Community College. The majority of the members of each Local or Regional Advisory Committee will be members of the general public who are representative of private sector commerce, industry and labor. Teacher representatives from Member high schools will be invited to participate in appropriate Local or Regional Advisory Committees. Advisory Committees shall serve in an advisory capacity only.

Section 2.6 Administrative District (Kaneland CUSD 302)

2.6.1 Administrative District

Kaneland CUSD 302 is hereby appointed as the Administrative District.. The Administrative District shall receive and implement the decisions of the Coordinating Council. The Administrative District’s responsibilities for portions of System programs and services may be delegated to any Member with the consent of the Coordinating Council and the Member to whom the responsibilities have been delegated.

2.6.2 Services Provided by Administrative District:

1. Employ System personnel as the legal and hiring agent for the System. This will include enrolling System personnel on the Administrative District’s payroll and providing personnel with employment benefits. Payments and costs associated with the employment of System personnel beyond the Administrative District’s expenses and costs as a Member shall be reimbursed by the System.
2. File all appropriate reports and claims as required by the State for employing System personnel.

3. Implement the employment decisions of the Coordinating Council for System personnel.
4. The Administrative District shall be responsible for only those expenses and costs arising from its participation in the System as a Member. The Administrative District shall not be liable for any expenses and costs it would not have incurred had it been anything but a Member.

2.6.3 Changing Administrative District

The Administrative District may be changed or altered by an affirmative vote of 2/3 of all Coordinating Council members and accepted by the Board of Education of the proposed Administrative District. The effective date of any change of designation of the Administrative District shall be July 1 of the Fiscal Year. A vote to change the designation of the Administrative District must occur prior to March 31 in order to be effective for the upcoming Fiscal Year. A vote to change the Administrative District of this Agreement shall not be considered as an amendment to this Agreement pursuant to Section 8.2 and shall be subject only to the provisions of this section. After a vote to change designation, the Coordinating Council, with agreement of the Administrative Districts (existing and proposed), may agree to accelerate or postpone the effective date of the change.

Section 2.7 Fiscal Agent (Kane County Regional Office of Education)

2.7.1 Fiscal Agent

Kane County Regional Office of Education is hereby appointed as the Fiscal Agent. The Fiscal Agent shall act within the authority and responsibility of the System to receive and disburse funds within funding source guidelines. The Fiscal Agent may be any agency legally entitled to serve in such a capacity. A memorandum of understanding between the Fiscal Agent and the Coordinating Council shall reflect the provisions of this Agreement.

2.7.2 Term of Fiscal Agent

The Fiscal Agent shall be designated by a majority vote of the Coordinating Council with the mutual consent of the named agent. If either the Fiscal Agent or the Coordinating Council wishes to break the terms of the memorandum of understanding, written notice must be sent to the other party at least six (6) months prior to the end of the fiscal year currently in progress. The term shall then cease at the end of that fiscal year.

2.7.3 Services Provided by Fiscal Agent

The Fiscal Agent shall submit to appropriate agencies all necessary or required reports or information.

Section 2.8 Risk of Loss and Hold Harmless

Hold Harmless. It is agreed that the System, and each Member of this Agreement shall indemnify and hold harmless each other Member from any claims, counterclaims or liabilities which are made during the time when such Member is acting as the Administrative District as provided in this Agreement, when such claims are brought against said Administrative District in its capacity as the Administrative District for this Agreement. This clause shall apply only to claims arising from or attributable to the actions of the Administrative District in that capacity, and shall not apply to claims for which a Member is to bear the risk of loss under the paragraph below.

Risk of Loss. Each Member shall bear the sole liability for the entire risk of loss from personal injury, or damage, theft, or destruction of district property arising from classes or activities conducted under the terms of this Agreement on premises owned, leased or operated by the Member, and the Member shall not look to VALEES, the Administrative District, or any other Member for indemnification or reimbursement for payments made as a result of such losses.

Section 2.9 VALEES Employees

In addition to the System Director, the Coordinating Council may employ those personnel as may be required to achieve the purposes and goals of the System. The duties, responsibilities and authority of employees shall be set forth in policy.

ARTICLE III - PROGRAMS AND SERVICES

Section 3.1 Purpose and Scope

3.1.1. The System's programs and services shall provide the skills and knowledge necessary for life-long career success for students in Member schools and area career centers by developing the academic knowledge and technical and employment skills of secondary education students who elect to enroll in CTE Programs.

3.1.2 All Programs offered by the System, the sub-regions, or by Members for which reimbursement is sought shall go through the ISBE's approval process in the Illinois State Course System and shall meet all applicable state requirements including those of Perkins V.

Section 3.2 Categories of Programs

3.2.1 Shared Programs. Special high cost/low incidence programs may be developed, operated and offered to sub-regions and Members if approved by the Coordinating Council.

3.2.2 Sub-Regional Shared Programs. Two or more Members or institutions may collaborate to offer programs according to terms of existing or newly developed agreements. Sub-regional programs approved by the sub-regional Board of Control and the Coordinating Council as part of the Local Application shall receive grant funds according to the State formula. Grant funds shall follow these programs.

Students within a sub-region desiring a particular program shall attend the program within their sub-region if it is offered, unless this requirement is waived by the sub-regional board. If the desired program is not offered within the student's home sub-region, students shall be able to participate in the program offered by another sub-region if space is available.

3.2.3 Approved Local Programs. Programs offered by individual Members that are part of the Local Application as approved by the Coordinating Council shall receive grant funding.

3.2.4 Independent Programs. Individual Members reserve the right to offer program/courses that are not part of the Local Application. These independent programs are not eligible for grant funding.

Section 3.3 Articulation

3.3.1 An agreement shall exist between the System and post-secondary institutions establishing the procedures for articulation of programs between the two education levels.

3.3.2 The System is responsible for publishing articulation information annually, communicating articulation processes to Members, and maintaining articulation records.

Section 3.4 Equitable Access

The System recognizes the importance of equity, diversity and inclusion throughout all aspects of a student's educational experience.

3.4.1 The System will provide equitable access for all students beginning in fifth grade and continuing throughout their schooling with career exploration, career preparation, and academic and social support.

3.4.2 The System will provide targeted support services, informed by evidence-based practice, for special populations.

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

3.4.4 The System will collaborate with community-based organizations, the workforce development system, business partners and families to build partnerships that support students, create programs that ensure equitable access and supports, create opportunities for work-based learning and ensure access to high quality programming.

ARTICLE IV - HOUSING

Section 4.1 Sites

The Coordinating Council shall determine sites for shared programs, keeping maximum accessibility and efficiency as major determinants in the selection process. Recommendations concerning the location of the System, sub-regional, and local programs and/or courses shall be made to the Coordinating Council.

Section 4.2 Official System Office (Waubonsee Community College.)

The official System office shall be provided by Waubonsee Community College under the terms of the Memorandum of Understanding, hereto attached as Appendix D. At the time of execution of this Agreement this office is located at Waubonsee Community College, Sugar Grove Campus, Building A, Room 161, and may be moved by Waubonsee Community College as it deems necessary or appropriate, however notice of the office location change shall be sent to all Members at least thirty (30) days prior to the change.

ARTICLE V – FINANCE

Section 5.1 Budget

The System shall assume responsibility for implementation of approved financial arrangements including receiving funds from the Fiscal Agent and disbursing income credited to the System to Members as described in the Local Application. The System may, as required, cover approved administrative costs prior to scheduled receipt of income, and receive advanced funds from one or more Member. Any such advance shall be returned to the appropriate district(s) promptly upon receipt of System income. If the Coordinating Council establishes a Finance Committee pursuant to Article II Organization and Operation of this Agreement, the Finance Committee shall advise the Administrative District and/or Fiscal Agent pursuant to its scope of authority.

Section 5.2 Administrative Costs

5.2.1 Administrative costs shall be defined as the funds necessary to employ and support System staff who are hired by the Coordinating Council to perform centralized functions which benefit all Members after all revenues have been applied.

5.2.2 Administrative costs shall be prorated as a percentage of a Member's 9-12 enrollment as reported on the previous year's fall house report.

5.2.3 Other institutions desiring to participate in programs may be assessed an equitable Administrative Fee as determined by the Coordinating Council.

Section 5.3 Equipment

5.3.1 System and Member equipment purchases shall follow the guidelines described in the ISBE Funding and Disbursements: State and Federal Grant Administration Policy, Fiscal Requirements and Procedures.

5.3.2 Equipment purchased by Members with System grant funds remains the property of the System and cannot be disposed of or transferred without prior approval from the System Director in accordance with the System equipment policies and the ISBE Funding and Disbursements: State and Federal Grant Administration Policy, Fiscal Requirements and Procedures.

Section 5.4 Distribution of CTE Funds

5.4.1 All programs within the System (shared, sub-regional, local) approved in the Local Application shall be eligible for CTE funds according to the process described in 5.4.2 - 5.4.3.

5.4.2 Annually the Coordinating Council shall direct the System Director to prepare an allocation table describing the distribution of funds to Members.

5.4.3 The System Director shall follow all applicable guidance provided by ISBE in their funding memo and concerning the calculation and distribution of funding to Members.

Section 5.5 External Funds

Contributions from private businesses, governmental and foundation sources shall be made to the Fiscal Agent and are subject to the approval of the Coordinating Council.

Section 5.6 Records Maintenance

System staff shall be responsible for monitoring the accounts of operational expenses and supporting documents of the System in auditable form. Staff shall prepare or cause to be prepared all fiscal reports; keep necessary records to adequately control the financial transactions of the System; prepare financial statements; and make such documents available to Members and the Coordinating Council quarterly.

Section 5.7 Audit

An annual audit shall be conducted in accordance with the School Code of Illinois.

Section 5.8 Charges to Non-Members

Charges to non-member school districts, individuals, and other governmental bodies for educational and training services provided by the System shall be established by the Coordinating Council. In no case shall such charges be less than those made by or to a Members for the same services. Payments made to the System by non-members shall be made to the Fiscal Agent and are subject to the approval of the Coordinating Council.

Section 5.9 Shortfall/Deficit

The Coordinating Council shall neither plan, adopt, or execute any budget which contemplates a deficit or shortfall. Should a deficit develop, the Coordinating Council shall take the necessary steps to reduce expenditures to accommodate the shortfall.

ARTICLE VI - TRANSPORTATION

Section 6.1 Provider

Transportation of students both to and from programs is to be provided by the student's home district.

Section 6.2 Efficiency

Where desirable, Members may enter into separate agreements to facilitate the economical and efficient transportation of students.

ARTICLE VII – TERMINATION AND MISCELLANEOUS

Section 7.1 Termination of Articles of Agreement

Termination of the System shall occur after $\frac{2}{3}$ of the Members approve termination, including how any assets are to be distributed among Members, or there is a final determination by a court of competent jurisdiction after all appeals have been exhausted or the time for an appeal has expired. Intent to terminate shall be forwarded to the ISBE at least one (1) full school year prior to the effective date of termination.

Section 7.2 Limited Contractual Obligations

Except to the extent of the limited financial contribution to the System, no Member or Institution agrees by this Agreement to be responsible for any claims of any kind against any other District or Institution. The Members' intent in the creation of the System is not to create among the Members any relationship, partnership, surety, indemnification or liability for the debt of or claims against another institution.

Section 7.3 Notices

Any notice required by this Agreement shall be in writing and electronically mailed to the chief executive of each Member.

Section 7.4 Validity

In the event any provision of this Agreement shall be declared by a final judgement of a court of competent jurisdiction to be unlawful or unconstitutional or invalid, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected.

ARTICLE VIII – THE AGREEMENT

Section 8.1 The Agreement

This Agreement contains all the terms, conditions, and promises of the Parties, and replaces any prior Agreements regarding this subject matter between the Parties, expressly including the 1986 and 1999 VALEES Intergovernmental Agreement. No modifications or waiver of any provision shall be valid or binding unless in writing and signed by the Parties. The Coordinating Council is authorized to promulgate all necessary rules, regulations, and policies for the management and operation of the System not inconsistent with the terms of the Agreement. These rules and regulations shall be delivered to each Member.

Section 8.2 Amendment.

Proposed amendments to the Agreement shall be submitted to each member of the Coordinating Council in writing prior to their consideration for adoption.

8.2.1 Any proposed amendment to this document approved by a 2/3 vote of all members of the Coordinating Council shall be submitted along with a resolution to each Member Board of Education or Board of Directors for ratification.

8.2.2 Members shall act on a proposed amendment within sixty (60) days. Ratification of the amendment shall be deemed to take place when 2/3 of the Member Boards have voted to approve the amendment. Failure of a Board to act within sixty (60) days shall be deemed as a vote against the amendment. Any amendment shall be effective on the date stated in the amendment or, if no date is stated, on the date it is approved by ratification of the Members.

8.2.3 The addition of new Members or the termination of existing Members pursuant to Section 1 of this Agreement, will be considered an amendment pursuant to this Section and shall be controlled by the procedures provided herein.

8.2.4 ISBE must be notified of any amendment made to this Agreement.

ARTICLE IX – RATIFICATION OF INTERGOVERNMENTAL AGREEMENT

Section 9.1 Ratification

9.1.1 Ratification of this revised Agreement shall take place by vote of the individual Boards of Education or Boards of Directors participating in the System or who wish to become participating members. Ratification will take place when a majority of the Members have signed the revised Agreement.

9.1.2 Ratification of this Agreement repeals the provisions of the previous Intergovernmental Agreement ratified in 1999.

9.1.3 This Agreement may be executed in multiple counterparts and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if the Parties had signed a single document. The Parties agree to accept electronic copies of this Agreement as if original copies.

APPENDIX A

List of Members

Batavia Public School District 101	Batavia, IL
Earlville Community Unit School District 9	Earlville, IL
East Aurora School District 131	Aurora, IL
Fox Valley Career Center	Maple Park, IL
Geneva Community Unit School District 304	Geneva, IL
Hinckley-Big Rock Community Unit School District 429	Hinckley, IL
Indian Creek School District 425	Shabbona, IL
Indian Valley Vocational Center	Sandwich, IL
Kaneland Community Unit School District 302	Maple Park, IL
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Plano Community Unit School District 88	Plano, IL
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School District 308	Oswego, IL
Serena Community Unit School District 2	Serena, IL
Somonauk Community Unit School District 432	Somonauk, IL
West Aurora School District 129	Aurora, IL
Yorkville Community Unit School District 115	Yorkville, IL

Current as of ___xxxxx xxx __, 20xx

APPENDIX B

VALLEY EDUCATION FOR EMPLOYMENT SYSTEM

INTERGOVERNMENTAL AGREEMENT RESOLUTION

Whereas, Sections 10-22.20a, 10-22.31a and 10-22.31b of the Illinois School Code authorize school districts and area career centers to jointly offer programs for better educational advantages; and,

Whereas, the 1970 Constitution of Illinois, Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act (5, ILCS 220/1 et seq.), authorize public entities to contract with one another to provide and promote the joint interests and material benefits that each may provide.:

Now, therefore let it be resolved that _____,
Name of School District or Area Career Center

Town _____, County/ies of _____, Illinois, is authorized to enter into an Intergovernmental Agreement with other qualified and participating school districts and area career centers to create a regional consortium for the purpose of providing CTE programs, services, and activities;; and,

Be it further resolved that the President and Secretary of this BOARD are hereby authorized to direct and execute said working agreement, copy of which is attached hereto, and made part

thereof; and,

Be it further resolved that this agreement shall establish this district's participation in the Valley Education for Employment System.

CERTIFICATION

I, _____, Secretary of the Board of Education / Board of Directors of
_____, Town _____,
Name of School District

County/ies of _____ Illinois, do hereby certify that the above and foregoing is a true and correct copy of a certain resolution which was duly passed by said BOARD at its regular meeting held on the _____ day of _____, 2022.

ATTEST

President of the BOARD

Secretary of the BOARD

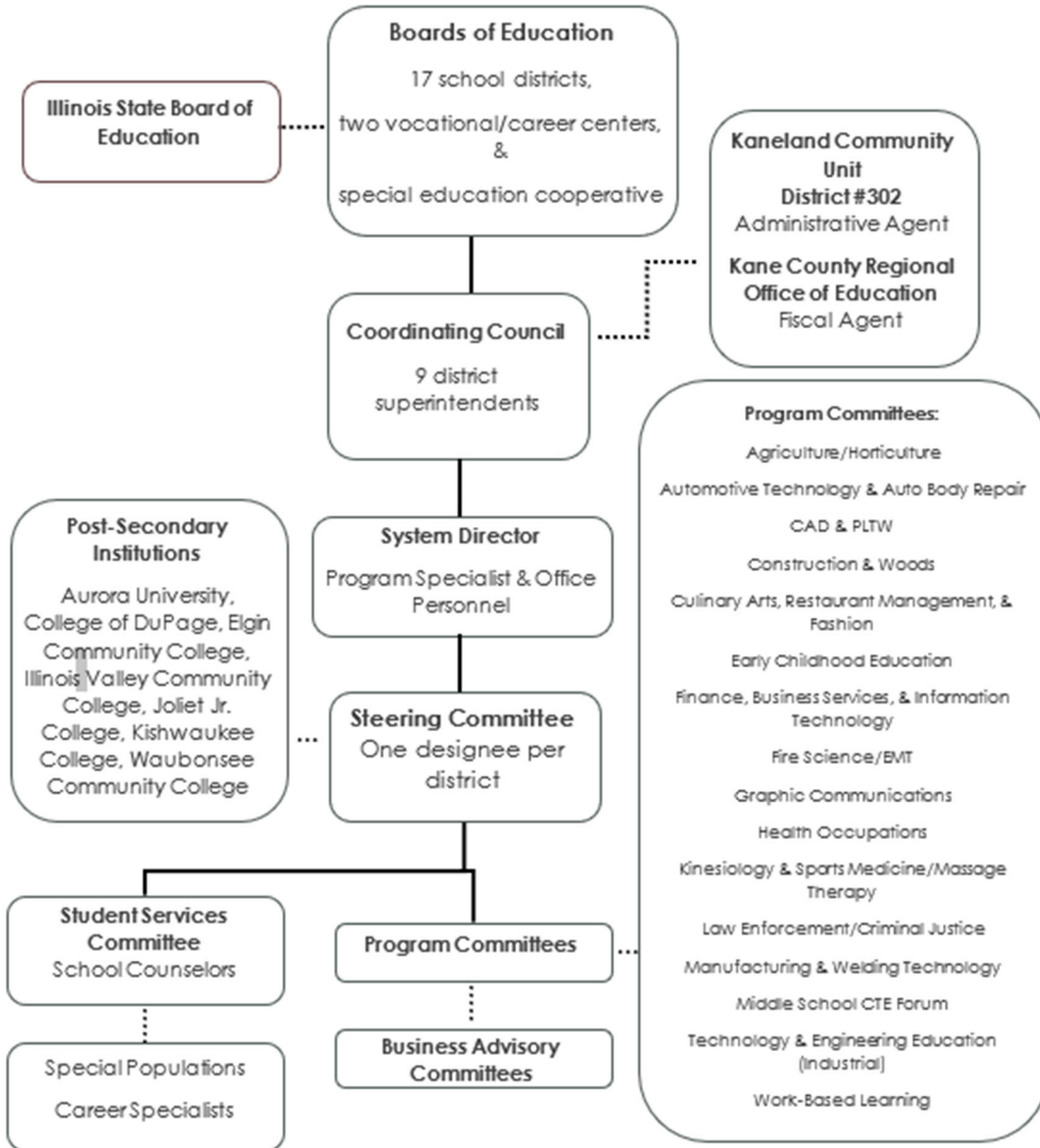
Entity Name

Entity Name

Date

Date

APPENDIX C



APPENDIX D

Memorandum of Understanding between Waubonsee Community College and the Valley Education for Employment System (VALEES)

This agreement is entered into by and between Waubonsee Community College (the College) and the Board of Control for the VALEES Regional System (VALEES).

SERVICES

The College agrees to provide the following services to VALEES at a current annual cost of \$800.00. The college reserves the right to review and negotiate cost on an annual basis:

1. use of designated office facilities and utilities at the Sugar Grove campus;
2. use of college space for meetings, subject to college needs and in accordance with established college procedures;
3. use of the college computer network;
4. Technical Assistance Center (TAC) services;
5. phone, postage and photocopy services.

The College agrees to invoice VALEES for the services listed. Peripheral devices and equipment will be billed separately.

TERMS

This Memorandum of Understanding begins on July 1, 2018.

VALEES agrees to the following provisions:

1. When vacated, Waubonsee Community College property, buildings, grounds or equipment will be left in the same condition as when such use began.
2. A Certificate of Insurance providing liability coverage listing as an additional insured Waubonsee Community College, the Board of Trustees, and Community College District No. 516, must be provided to the College.
3. Waubonsee Community College is an alcohol and smoke-free campus.

VALEES agrees that its officers, directors, agents or employees shall abide by and comply with the laws of the United States of America, the State of Illinois, local laws and ordinances as well as the rules and regulations of Waubonsee Community College.

VALEES agrees to hold harmless and indemnify Waubonsee Community College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Waubonsee Community College, its officers, agents, trustees and employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of user, its officers, agents or employees, under this contract.

Neither VALEES, nor its officers, directors, agents or employees shall divulge, sell or distribute any information obtained or derived from Waubonsee Community College to a third party, even after termination or expiration of this contract, except as may otherwise be required by law.

VALEES shall notify each of its officers, directors, agents and employees having access to Waubonsee Community College information that such information may be used only for the purpose and to the extent authorized in this contract.

The College and VALEES reserve the right to modify the terms of this Memorandum of Understanding at any time.

Either party may terminate this Agreement on one hundred and twenty (120) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all reasonable attorneys' fees and costs of enforcing this Agreement.

This Memorandum of Understanding is agreed upon and executed on the 13 day of April, 2018.



Cassie Blickem
Director
VALEES



Suzette Murthy
AVP Career & Technical Education
Waubonsee Community College