

**Fox Valley Career Center
Memorandum**

March 6, 2013

To: FVCC Board of Directors

From: Rick Burchell

Re: Discussion and Acceptance of FVCC Joint Agreement for Annual
Local Boards of Education Approval

Attached are the annual FVCC Joint Agreement and Signature Page for each Board of Education's approval. (**PLEASE NOTE**: The signature page needs to be signed and returned to FVCC following your board's approval.)

Recommended Motion: That the FVCC Board of Directors accepts the Joint Agreement as presented.

JOINT AGREEMENT

FOR OPERATION OF THE FOX VALLEY CAREER CENTER

WHEREAS, the school districts which are parties to this agreement all maintain a school system for the education of students attending the kindergarten through twelfth grades inclusive, and

WHEREAS, it is not economically practical for each of said individual school districts to finance and operate an adequate program of career, vocational and technical education for grades eleven and twelve, and

WHEREAS, Paragraph 10-22.31a of the School Code of Illinois (105 ILCS 5/10 – 22.31a) authorizes and empowers boards of education of Illinois school districts to establish joint educational programs as follows:

JOINT EDUCATIONAL PROGRAMS. To enter into joint agreement with other school boards to establish any type of educational program which any district may establish individually, to provide the needed educational facilities and to employ a director and other professional workers for such a program. The director and other professional workers may be employed by one district which shall be reimbursed on a mutually agreed basis by other districts that are parties to the joint agreement. Such agreements may provide that one district may supply professional workers for a joint program conducted in another district.

and

WHEREAS, in order to provide enrollments large enough to support and justify such a program of vocational education it is necessary and desirable that said districts enter into joint and cooperative agreement to provide the needed facilities and personnel as authorized by the aforesaid section of the School Code.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the respective school districts which are parties to this agreement, it is hereby agreed between them as follows:

ARTICLE I

I - 1 The name of this vocational/career center shall be the Fox Valley Career Center (FVCC).

I - 2 Purposes:

The purpose of the FVCC is to help students develop the college, career and technical knowledge, skills and attitudes they need in order to pursue successful careers, advanced training or education immediately after high school or later.

After graduation from high school, the students should also be adequately prepared to enter employment or appropriate programs in community colleges, technical schools, or universities.

I - 3 Membership

Membership in this joint agreement shall consist of (1) the Batavia Public Schools, Dist. #101, Batavia, Illinois; (2) Central School Dist. #301, Burlington, Illinois; (3) Kaneland Community Unit School Dist. #302, 47W326 Keslinger Road, Maple Park, Illinois; (4) Geneva Community Unit School Dist. #304, Geneva, Illinois; (5) St. Charles Community Unit School Dist. #303, St. Charles, Illinois; (6) West Aurora School District #129, Aurora, Illinois. Other school districts may be admitted in accordance with Article V of this agreement.

ARTICLE II – ORGANIZATION AND OPERATION

II - 1 ADMINISTRATIVE DISTRICT. The administrative district for the operation of the program shall be Community Unit District #302, Kane and DeKalb Counties, Illinois, and such administrative district through its Board of Education, hereafter referred to as the Administrative Board, is hereby authorized and empowered:

- (a) To provide the physical facilities, including building, fixtures and equipment, required to set up and establish the program.
- (b) To name and designate a director who shall be a member of the staff of the administrative district and who shall cooperate in the operation with the superintendents who are members of the advisory board as hereinafter set forth.
- (c) To hire and engage teachers and personnel as may be necessary.
- (d) To apply for and receive all payments from state and federal sources which may be available from time to time as grants, contributions or reimbursements from any state or federal agency or department, either for capital outlays or operating expenses.
- (e) To receive contributions or donations to the program of cash, fixtures, equipment or supplies for any similar purpose, from any private individual, firm or corporation.

- (f) To pay all of the expenses and operating costs of the program.
- (g) To do and perform any and all other acts necessary for the establishment and maintenance of the program.

The director and all teachers or other employees shall be considered for all legal purposes as employees of the administrative district and subject to all of the rules and regulations made applicable by law to the employees of such district.

In view of the fact that the buildings, and most of the fixtures and equipment shall be provided by the administrative district, it is understood and agreed that all such property that is used in this vocational center shall at all times and for all purposes be and remain the property of the administrative district.

II - 2 **ADMINISTRATIVE STRUCTURE.** The superintendents of the member school districts shall constitute the Board of Directors which shall make and approve policy and act as liaison to the Boards of Education of participating districts. The Kaneland Superintendent shall serve as Chairperson of the Board of Directors. Such board may elect one of its members to serve as vice-chairperson and shall hold such meetings for the conduct of its business as from time to time may be deemed advisable. Any decision of such board shall be by a majority vote.

In accordance with Section II – 1 of this agreement, a Director of the Center, shall be employed. The duties of the Director shall be determined by the Board of Directors and the Administrative Board. The FVCC Director shall serve as secretary to the Board preparing the necessary materials for the Board of Directors meetings and maintaining records and information resulting from such meetings.

II - 3 **ADVISORY COMMITTEES.** Separate advisory committees shall be organized for each occupational area. They shall represent a diversity of industry from the small and relatively simple firm to complex international corporations. The teachers are to be directly involved with and meet with their occupational committee. Minutes of the advisory committee meetings shall be kept. The primary function of local advisory committees is to advise and counsel the educational system's administration and instructional staff in planning, implementing and maintaining vocational and technical educational programs. Some specific functions might be to:

1. Provide important communication between the educational systems and the community.
2. Review the goals and objectives of the local and technical education program.
3. Make recommendations to administrators regarding students for instructional

facilities.

4. Assist in the preparation of a local philosophy of vocational and technical education.
5. Aid in continuous review of the content and organization of the instructional program in keeping with the occupational needs of the community, area or state.
6. Advise the administration relative to setting up qualifications of instructors.
7. Suggest criteria for selection of students.
8. Assist in locating training stations for cooperative students.
9. Assist in the development and recommendation of an equitable financial support system.
10. Assist in planning of a student placement program.
11. Support state and national legislation affecting vocational and technical education.
12. Assist in long-term program planning.
13. Assist with a continuous appraisal of occupational opportunities in the communities served.
14. Assist in the identification of needed research in career, vocational and technical education.

ARTICLE III – PROGRAM

III - 1 The Administrative Board, in cooperation with the Board of Directors, shall contract for and otherwise provide as necessary for personnel, sites, and physical facilities required to house and support the educational and related activities of the Center.

III - 2 The Administrative Board, in cooperation with the Board of Directors, shall establish career, vocational and technical education programs and related services that it deems necessary for the effective operation of the Center, consistent with all project proposals and specification as approved by the Illinois State Board of Education and in the interests of the participating school districts.

III - 3 The Administrative Board, in cooperation with the Board of Directors, shall approve the employment of such personnel as it deems necessary to support the programs and services and shall establish employment and personnel policy consistent with Illinois law.

III - 4 The Administrative Board, in cooperation with the Board of Directors, shall establish policies which maintain the principle of community involvement consistent with the intents and purposes of the cooperating districts, project proposals and specifications, and approving authorities granted various local, state and federal agencies by law.

III - 5 Finance

(a) **TUITION COSTS.** Based on gross operating costs, participating districts will be billed 1) 40% of the estimated first semester billing on August first, based on the number of students enrolled, 2) Eleventh day of first semester – balance of tuition based on current enrollment, 3) December 1st – 40% of the estimated second semester tuition, and 4) Eleventh day of second semester – balance of tuition amount based on current enrollment. Final tabulation is made in June for additional revenues needed or refunds for excess money collected.

(b) **FINANCIAL RECORDS.** The administrative district shall maintain an accounting system accurately showing all receipts and disbursements for capital expenditures as well as ordinary operating costs. Such system shall be maintained in such manner that capital and operating expenses of the vocational program will be shown entirely separate from the other educational activities of the administrative district, so that in particular the operating costs of the program can be determined with exactness and thus prorated fairly among the participating district. The administrative district shall submit a summary statement of receipts and disbursements for both capital expenditures and operating costs to all participating districts in the form of an annual financial audit.

(c) **FACILITY AND ADMINISTRATIVE COSTS.** In addition to all costs related to educational programs and services, the FVCC budget shall include its direct or pro rata share of all relevant on-going facility-related costs (e.g., trash removal, utilities, snow removal, custodial services, regular repairs, etc). Costs for major facility improvements or repairs shall be reviewed with the Board of Directors and recouped through a payment schedule acceptable to the Board of Directors and administrative district. The budget shall also include the FVCC's direct or pro rata share of costs for professional and administrative services provided by the administrative district.

(d) A tentative budget shall be prepared and presented by the Director at the regular May meeting of the Board of Directors. The tentative budget shall be approved by the Board of Directors for recommendation to the Administrative District. The budget will be adopted by the

Administrative District in accordance with statutory requirements. Once the budget has been adopted by the Board of Directors and the Administrative District, it may be adjusted via transfers between line items not exceeding in the aggregate 10% of the total fund budget. Both the Board of Directors and the Administrative District must approve any such transfer. The Budget as approved shall be binding on the participating districts and also on the Administrative District.

ARTICLE IV – TRANSPORTATION

IV - 1 Each participating district shall furnish transportation for the pupils of that district to and from the Career Center in a manner prescribed by the Board of Education of the participating district.

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

V - 1 FVCC operates on a year to year basis, but any participating district may terminate its participation consistent with the School Code of Illinois (105 ILCS 5/10 – 22.31a). Notice of such intent must be given, in writing, to the Board of Directors and to the administrative district by January 31 in the calendar year prior to the year in which the withdrawal becomes effective. Any district which begins participation at the beginning of a school year shall be obligated to continue such participation for the entire school year on the terms and conditions herein set forth.

All tuition charges and obligations of the district withdrawing from the joint agreement must be paid upon withdrawal and all capital assets such as buildings, equipment and facilities used at the Center or as a part of the joint agreement are, and shall remain the property of the administrative district.

V - 2 If the Board of Directors and administrative district deem it advisable, and if facilities are available, other school districts in the area may be permitted to participate in the program upon such terms and conditions as the Board of Directors and the administrative district shall then determine.

ARTICLE VI – PROVISION FOR AMENDMENTS

VI - 1 It is further understood that this agreement may be amended or supplemented at any time by an agreement in writing signed by all of the participating districts.

ARTICLE VII – MISCELLANEOUS

VII - 1 **CREDITS FOR GRADUATION.** Each participating district shall determine its own basis for giving credit for courses attended by any of its students at the Career Center conducted under the auspices of this program.

IN WITNESS WHEREOF, the school districts which have agreed to participate in the initial operation of this program have hereunto caused this agreement to be executed by their duly authorized officers.

JOINT AGREEMENT RESOLUTION

WHEREAS, present statutes allow school districts to jointly offer programs for better educational advantages, and

WHEREAS, an efficient and proper program may not feasibly be conducted by one district alone, and

WHEREAS, Section 10-22.31a of the School Code of Illinois authorizes joint agreements between several school districts, through their school boards.

Now, therefore, let it be resolved that District Number _____, _____ County, _____, Illinois, be authorized to enter into a joint agreement with other school districts of _____ County(ies), and be bound thereby, and

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

Be it further resolved that this Board of Education hereby approves of the agreement for _____ (school term) as presented, a copy of which is attached hereto.

CERTIFICATION

I, _____, Secretary of Board of Education of _____ District Number _____, _____ City _____, Illinois, do hereby certify that the above and foregoing is a true and _____ County

correct copy of a certain resolution which was duly passed by said Board at its regular meeting held on the _____ day of _____, 20_____.

ATTEST:

_____		_____	
President of Board		Secretary of Board	
_____		_____	
District No.	County	District No.	County
_____		_____	
City	State	City	State