

**HEARTLAND VOCATIONAL REGION
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is entered into this ___ day of _____, 2011 by and between the Board of Education of the Argenta-Oreana Community Unit School District No. 1, the Board of Education of the Atwood-Hammond Community Unit School District No. 39, the Board of Education of the Central A & M Community Unit School District No. 21, the Board of Education of the Cerro Gordo Community Unit School District No. 100, the Board of Education of the Decatur Public Schools No. 61, the Board of Education of the Deland-Weldon Community Unit School District No. 57, the Board of Education of the Maroa-Forsyth Community Unit School District No. 2, the Board of Education of the Meridian Community Unit School District No. 15, the Board of Education of the Mt. Zion Community Unit School District No. 3, the Board of Education of the Sangamon Valley Community Unit School District No. 9, the Board of Education of the Tuscola Community Unit School District No. 301, and the Board of Education of the Warrensburg-Latham Community Unit School District No. 11 (collectively referred to as “Member Districts” or “Boards of Education”).

RECITALS

WHEREAS, the Member Districts are school districts organized and operating under *The School Code*, as amended; and

WHEREAS, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act authorize units of local government and school districts to contract and otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

WHEREAS, Section 10-22.31a of *The School Code* authorizes Boards of Education to enter into Joint Agreements with other school boards or public institutions of higher education to establish an authorized educational program; and

WHEREAS, on or about 1986, the Illinois State Board of Education (the “ISBE”) established certain Education for Employment regions (commonly referred to as EFE) with such EFE regions to provide certain vocational-technical educational programs to students of Member Districts; and

WHEREAS, the Member Districts have been assigned by the ISBE to the Heartland Vocational Region; and

WHEREAS, certain vocational funds can only be accessed through an Illinois State Board of Education EFE; and

WHEREAS, in 1986, the Member Districts formed the Heartland Vocational Region Joint Agreement (hereinafter “Heartland” or “Joint Agreement”), a joint educational program that has been organized to provide vocational-technical programming for students of the Member Districts; and

WHEREAS, under the terms of the *Intergovernmental Cooperation Act*, an agreement is necessary to establish the obligations of the Member Districts to the Heartland Region Vocational Joint Agreement and the obligations of the Heartland Region Vocational Joint Agreement to the Member Districts.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained, and other good and valuable consideration (the adequacy, sufficiency, and delivery of which are acknowledged by the parties by their execution hereof), the parties agree as follows:

ARTICLE I

ORGANIZATIONAL STRUCTURE

Section 1.1 The name of this Joint Agreement shall be the Heartland Region Vocational Joint Agreement (hereinafter “Heartland” or “Joint Agreement”).

Section 1.2 This Joint Agreement is established as a Joint Agreement pursuant to the authority of the *Intergovernmental Cooperation Act* and Section 10-22.31a of *The School Code*.

Section 1.3 The Joint Agreement shall be administered consistent with the terms of this Joint Agreement, or as hereinafter amended.

ARTICLE II

ADMINISTRATIVE AGENT

Section 2.1 As provided for by Section 10-22.31a of *The School Code*, the administrative agent shall serve as the legal and fiscal agent on behalf of the Joint Agreement. A member district board of education or Regional Superintendent of Schools (hereinafter “Administrative Agent”), as authorized by 105 ILCS 5/3-13.14, may serve as such legal and fiscal agent.

Section 2.2 The Administrative Agent’s term shall coincide with the fiscal year of the Joint Agreement with such appointment continuing until the occurrence of one of the events contained in *Section 2.3*, below.

Section 2.3 The Administrative Agent will serve in its capacity as the legal and fiscal agent on behalf of the Joint Agreement until one of the following events occur:

Section 2.3.a The designated Administrative Agent provides notice to the Chairperson of the Board of Control and the Vocational Director no later than July 1 of its intent to no longer serve as the legal and fiscal agent for the following fiscal year. By way of illustration of the preceding sentence, if the Administrative Agent determines that it will no longer serve as the administrative district

commencing July 1, 2012, notice to the Board of Control Chairperson and Vocational Director must be provided by July 1, 2011.

Section 2.3.b The Board of Control, by majority vote of the entire Board of Control, names a successor administrative agent. In such event, at least one year's notice (on or before July 1) prior to the effective change in legal and fiscal agent shall be provided to the both the current and successor legal and fiscal agent. Any such transition of Administrative Agent shall occur at Midnight on July 1.

Section 2.4 The Administrative Agent shall have no power to levy taxes, or to incur any indebtedness, except within the annual budget for the Joint Agreement or as may be provided by and consistent with any existing law, regulation or rule.

Section 2.5 The Administrative Agent shall exercise those powers required under *The School Code*, including but not limited to, the following:

Section 2.5.a Hold an annual budget hearing and approve the final budget. Such authority to approve a final budget shall only be exercised following a majority vote of the entire Board of Control.

Section 2.5.b Enter into contracts for the appointment and employment of persons, including a Vocational Director, to operate the Joint Agreement's programs. Such authority to enter into such contracts or terminate such employment contracts or call for the dismissal of employees shall only be exercised following a majority vote of the entire Board of Control.

Section 2.5.c Enter into other agreements, including the purchase and/or lease of facilities, as necessary for the efficient and effective provision of vocational education services to students residing in the Joint Agreement territory. Such authority to enter into other agreement shall only be exercised following a majority vote of the entire Board of Control.

Section 2.5.d Take any action which by law may only be taken by the designated legal and fiscal agent. No programs shall be instituted and no additional funds expended without approval of a majority vote of the entire Board of Control.

Section 2.5.f Authorize the incurring of indebtedness within the annual budget for the Joint Agreement. Indebtedness shall only be authorized following approval by a majority vote of the entire Board of Control.

Section 2.6 The Joint Agreement and its member districts assume full and complete responsibility for the proper and lawful operation of the Joint Agreement, its financial responsibilities, programming, personnel and services, to the maximum extent permitted by law, and for advising, recommending or approving such actions to the Administrative Agent as are needed or required for the Joint Agreement to properly and lawfully function. The relationship of the Administrative Agent to the Joint Agreement shall be solely as the agent of the Joint Agreement, to complete or ratify such legal, financial or operational actions, recommendations or decisions as may be made by the Joint Agreement and required of the Administrative Agent for the proper, lawful operation of the Joint Agreement. The Joint Agreement and its member districts hereby assume joint liability for any actions or omissions by, consequences to or claims or actions against the Administrative Agent while the Administrative Agent is serving in its role as the legal and fiscal agent for the Joint Agreement. The Joint Agreement and its member districts further agree to hold the Administrative Agent, its employees and agents, harmless from any and all claims, actions, or liabilities, including the costs and fees related to the defense thereof, resulting from the Administrative Agent serving in the capacity of legal and fiscal agent for the Joint Agreement, and in the implementation of the responsibilities of the Administrative Agent under this Agreement.

The above protections are not intended to cover or apply to disputes which may arise solely between the Joint Agreement and/or its member districts or any single member district, and the Administrative Agent, in relation to the operation of the Joint Agreement or the proper implementation of this Agreement.

Section 2.7 Heartland shall maintain on its behalf normal and customary policy(ies) of insurance. Such policy(ies) shall protect Heartland for any errors and omissions of its Board of

Control and its Administrative Agent (for those actions taken on behalf of Heartland by the Administrative Agent), liability for property and/or personal injury, and insurance protecting against worker's compensation claims. All insurance policies shall name the Member Districts as an additional insured, insuring them against all actions by and on behalf of Heartland.

ARTICLE III

ORGANIZATIONAL STRUCTURE –BOARD OF CONTROL

Section 3.1 The Board of Control shall have the authority to direct the ongoing operations of the Joint Agreement in accordance with the terms of this Agreement.

Section 3.2 The Board of Control shall consist of the appointed Superintendents of Member Districts (or his/her authorized designee). The Regional Superintendent of Schools of the Counties of Macon and Piatt shall be an *ex officio* member of the Board of Control, and, therefore, be non-voting, advisory member. Further, the Regional Superintendent's presence or absence from such a meeting shall not be determinative of whether or not a quorum exists. If, however, the Regional Superintendent of Schools serves as the Administrative Agent for the Joint Agreement, the Regional Superintendent of Schools of the Counties of Macon and Piatt shall be a voting member of the Board of Control and the Regional Superintendent's presence shall be considered when determining whether or not a quorum exists.

Section 3.3 The Board of Control shall meet regularly, and at least monthly, and shall elect its own officers and establish procedures for the conduct of its meeting and business. A quorum shall consist of a majority of the Board of Control. Unless otherwise stated herein, measures shall be deemed passed when approved by a majority of those Board of Control members present who vote on an issue. Each member shall have one vote. An abstention shall not be considered a vote. The Board of Control is subject to The Open Meetings Act and shall

operate in accordance with such Act. Further, its meetings shall be held in accordance with the policies adopted by Heartland.

Section 3.4 Annually, the Board of Control shall appoint, by a majority vote of those attending a duly called meeting, a Chairperson, a Vice-Chairperson and a Secretary. The Secretary may, but is not required to be, a member of the Board of Control.

Section 3.5 The Board of Control shall exercise such powers and duties consistent with this Agreement and in the best interest of Heartland. Such duties shall include, but not be limited to the following:

Section 3.5.a Employ a Vocational Director upon majority approval of the entire Board of Control.

Section 3.5.b Employ other professional employees of the Joint Agreement upon majority approval of the entire Board of Control.

Section 3.5.c Provide for administration, staff, programs, financing, housing, and transportation for the benefit of the student served by the Joint Agreement.

Section 3.5.d Operate the Joint Agreement in accordance with the approved budget.

Section 3.5.e Negotiate, or direct the Administrative Agent on behalf of the Joint Agreement to enter into collective bargaining agreements with sole and exclusive bargaining agents, as certified by the Illinois Educational Labor Relations Board in respect to persons employed by the Joint Agreement.

ARTICLE IV

ADMINISTRATION

Section 4.1 The Administrative Agent, with the advice and consent of the Board of Control, shall appoint a Vocational Director. The Vocational Director shall be the head of the Joint Agreement and shall, as such, be the chief administrative officer of the program. The Vocational Director shall be evaluated by and report to the Board of Control.

Section 4.2 The Board of Control shall define and provide for the scope and limit of the duties, responsibilities and authority of the Vocational Director.

Section 4.3 The Joint Agreement shall provide such professional services, other services and technical support to Member Districts from time to time as is established by the Board of Control, from such locations as it may determine is in the best interests of the Joint Agreement.

ARTICLE V

FINANCIAL OBLIGATIONS OF HEARTLAND AND THE RESPECTIVE MEMBER DISTRICTS

Section 5.1 Annually, the Administrative Agent, with majority approval of the entire Board of Control, shall approve a Budget for the Joint Agreement programs. Such Budget shall be approved in accordance with the following:

Section 5.1.a The Director shall present a tentative budget to the Board of Control at its regular meeting on or before the Board of Control's *July* regular meeting of the applicable fiscal year in order that the Board of Control may make recommendations for a final budget. Such final recommended budget shall be approved by a majority of the entire Board of Control. Such final budget shall be approved by the Administrative Agent no later than September 30 of the applicable fiscal year.

Section 5.1.b Within five (5) days after adoption the Secretary shall serve by United States mail, a copy thereof, as finally approved by the Administrative Agent, upon the Secretary of the Board of Education of each Member District and the County Clerk of each County encompassed by the Joint Agreement.

Section 5.1.c After adoption of the budget for any fiscal year, the Administrative Agent may amend the same, or any items, thereof. Such proposed budget amendment(s) shall first be approved by a majority vote of the entire Board of Control. Budgetary increases and amendments shall conform to *The School Code*.

Section 5.1.d Within five (5) days after such revision in the budget, the Secretary shall serve by United States mail a copy of the revised budget upon the Secretary of the Board of Education of each Member District and the County Clerk of each County encompassed by the Joint Agreement

Section 5.1.e To the extent required by any law, a copy of such budget shall be provided to any agency or department of the State of Illinois and/or United States of America.

Section 5.2 Each Member District shall, and hereby agrees to pay to the Joint Agreement, its pro rata share of the operational costs as provided for in this Article.

Section 5.2.a Annually, the Board of Control shall determine the operating costs for the Joint Agreement programs.

Section 5.2.b After off-setting any and all monies received from grants or other non-Member District funding sources, the Director shall determine a program participation cost for participation in Joint Agreement programs (hereinafter “program participation cost”). Such program participation cost shall be annually approved by a majority of the Board of Control members.

Section 5.2.c Each Member District shall, on a semester basis, be assessed a program participation cost for each Member District student participating in Joint Agreement program(s) for such semester.

Section 5.3.c In the event the Board Control determines that the assessed program participation costs exceeds the actual cost of operating the Joint Agreement programs, the Board of Control may (a) refund any excess proportionate share to such Member District; or (b) carry-over such proportionate share to the following fiscal year with such Member District receiving a credit for such carry-over.

Section 5.2.e In the event the Board of Control determines that there were not sufficient funds to meet the operational expenses an additional program participation cost assessment shall be assessed to Member Districts. Such assessment shall be based on Member District student participation in the Joint Agreement programs. Within thirty (30) days after the Board of Control makes such determination and provides notice to the Member District(s) of such Member District(s)’s assessed costs, the Member District shall pay all amounts due and owing to the Joint Agreement.

Section 5.3 Each Member District shall provide transportation for participating students in accordance with each Member District’s Board of Education policies. The Director

shall make recommendations to the Board of Control regarding the joint transportation of students.

ARTICLE VI

TEACHERS AND OTHER PERSONNEL

Section 6.1 The Vocational Director shall annually establish the work assignment for teachers and other certified personnel. Such assignment shall be consistent with any collective bargaining agreement in effect

Section 6.2 The Director shall annually establish the work assignment, including the work year schedule, for all Heartland employees, including but not limited to teachers, certified personnel and educational support personnel. Such assignment shall be consistent with any collective bargaining agreement in effect. Further, the Director shall evaluate Heartland employees.

Section 6.3 The Vocational Director is responsible for the certification and required approvals for all certified and, if required, for educational support personnel.

Section 6.3 Employment of certificated staff by the Joint Agreement is subject to the provisions of Sections 24-11 and 24-12 of *The School Code*.

Section 6.4 Dismissal procedures under *The School Code* or any other applicable law, statute or regulation shall be carried out by the Administrative Agent. Dismissal shall only occur upon the approval of a majority of the entire Board of Control.

ARTICLE VII

TITLE IN PROPERTY

Section 7.1 Title in all real and personal property shall be held in the name of the Administrative Agent, in its capacity as the legal and fiscal agent on behalf of the Joint Agreement. In the event of transfer of the Administrative Agent, all necessary acts shall be taken to transfer title to any and all real and personal property in the name of the newly designated Administrative Agent. Such designation shall state that title is held solely in its capacity as the legal and fiscal agent on behalf of the Joint Agreement. It is understood that no member district, in its own name, shall hold title to Joint Agreement property.

ARTICLE VIII

LEASE OF PROPERTY

Section 8.1 Annually, the Administrative Agent, with majority approval of the entire Board of Control, may lease certain real property to house the programs offered by the Joint Agreement. Such leased property shall be used for the exclusive use of the Joint Agreement programs, unless otherwise agreed to by majority approval of the entire Board of Control.

Section 8.2 The Administrative Agent, with majority approval of the entire Board of Control, may lease certain personal property for the continued operation of the Joint Agreement programs.

ARTICLE IX

INVOLUNTARY REMOVAL OF A MEMBER DISTRICT

Section 9.1 Membership in the Joint Agreement is conditional upon compliance with obligations assumed by Member Districts upon joining the Joint Agreement. Hence, involuntary removal is not equivalent to a voluntary withdrawal and is not subject to voluntary removal procedures.

Section 9.2 The Administrative Agent may involuntarily remove a member school district if the Administrative Agent finds that a member school district has failed to comply with the requirements of the Agreement. Such action can only be taken by the Administrative Agent upon approval of a majority vote of the entire Board of Control.

ARTICLE X

WITHDRAWAL FROM THE JOINT AGREEMENT

Section 10.1 A member district wishing to withdraw from Heartland must provide written notice of its intent to withdraw to the Board of Control Chairperson and the Vocational Director at least one calendar year prior to the effective date of withdrawal. Such notice shall be sent the United States Postal Service, certified mail, return receipt requested. The Vocational Director shall provide such notice to the Superintendent of the appropriate Regional Office(s) of Education.

Section 10.2 A Withdrawing Member District (hereinafter referred to as “Withdrawing District”) may submit a petition to the Regional Board(s) of School Trustees in the form and manner consistent with Article VII and Section 22.31 of *The School Code*. It is hereby agreed between the parties to this Joint Agreement that at least one year’s notice must be provided to the Chairperson of the Board of Control before any such Petition can be filed with the Regional

Board(s) of School Trustees. If such withdrawal is approved by the Regional Board(s) of School Trustees, such withdrawal shall take effect on July 1 following approval by the Regional Board(s) of School Trustees.

Section 10.3 In the event of a Member District's withdrawal from the Joint Agreement, the withdrawing school district shall remain responsible for that District's Member assessments for the period prior to the date the withdrawal is effective, although such payment may occur after the effective date of the withdrawal. Further, the withdrawing school district's share of the equipment and assets of the Joint Agreement shall be forfeited. The former Member District shall have no interest of any nature in the assets of the Joint Agreement.

ARTICLE XI

AMENDMENTS

Section 11.1 Proposed amendments to these Articles may be submitted at any time by a Member District through the Board of Control. The Board of Control must approve such proposed amendment by a majority of the entire membership of the Board of Control. Upon approval by the required majority, such amendment shall be forwarded to all Member Districts for approval. Within thirty days following Member District action, the Member District superintendent shall notify the Vocational Director, in writing, of the action taken by the Member District Board of Education. Any amendment to the Articles of this Joint Agreement must be approved by an eighty (80%) percent vote of the Member Districts.

Section 11.2 Any proposed amendment which receives the favorable vote shall become effective on the date that favorable approval is achieved or such subsequent effective date as specified in the proposed amendment.

ARTICLE XII

**JOINT AGREEMENT WITH OTHER JOINT EDUCATIONAL
EDUCATION PROGRAMS AND COOPERATIVES**

Section 12.1 The Administrative Agent, on behalf of the Joint Agreement, may enter into a joint agreement with other programs or cooperatives. Such joint agreement is only authorized upon a majority vote of the entire membership of the Board of Control.

ARTICLE XIII

SPECIAL AGREEMENTS

Section 13.1 The Joint Agreement may accept students from other than Member Districts. The Director will plan for placement and may negotiate necessary financial arrangements for the cost of such services. The decision whether to accept such student(s) shall lie with the Board of Control.

ARTICLE XIV

CONTRACTS

Section 14.1 Heartland shall receive all the assets and assume all the liabilities and obligations of Heartland, including Heartland's liabilities and obligations under any contracts with its employees and any contracts with its suppliers.

ARTICLE XV

DISSOLUTION

Section 15.1 Voluntary dissolution of the Joint Agreement may be authorized by the affirmative vote of two-thirds (2/3) the Member District's Board of Education. Such voluntary dissolution shall occur in the following manner:

Section 15.1.a Any Member District Board of Education may file a Resolution, in writing, with the Board of Control Chairperson proposing that the Joint

Agreement be dissolved voluntarily, and that a question of such dissolution be submitted to a vote of each Member District.

Section 15.1.b Such written Resolution shall be filed at least twelve (12) months prior to the requested effective date of the dissolution with such dissolution occurring at 11:59 p.m. on the next June 30 after the twelve (12) months notice has been provided. Upon receipt of such written resolution by the Chair, the Chair shall provide a copy of the written resolution to the President of each Member District. Such Notice shall establish a date by which each Member District shall be required to act. Such Notice shall afford each Member District at least ninety (90) days to act on the proposed Resolution. Each Member District hereby acknowledges that it must act within the time specified in the Notice provided by the Chair. The failure of the Member District to act shall be considered as approval of the proposed Resolution.

Section 15.1.c Each Member District, after it has acted on the Resolution, shall, within 15 business days following action, notify the Board of Control Chairperson of the action taken by it. A certified copy of the Resolution adopted by the Member District shall be included.

Section 15.2 Dissolution of the Joint Agreement terminates its existence and upon dissolution, the Joint Agreement shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including:

Section 15.2.a. Collecting its assets.

Section 15.2.b Liquidating and/or disposing of its assets.

Section 15.2.c Discharging or making provision for discharging its liabilities.

Section 15.2.d Distributing its remaining assets in the same proportion to the total assets for the final fiscal year of Heartland as the Member District's student enrollment for such final fiscal year bears to the student enrollment of all Member Districts for such final fiscal year.

Section 15.2.e Causing the honorable dismissal of or otherwise termination the Joint Agreement's employees.

Section 15.2.f Doing such other acts as are necessary to wind up and liquidate its business and affairs.

ARTICLE XVI

EFFECT OF AGREEMENT

Section 16.1 In the event of conflict between this Agreement, or any other Intergovernmental Agreements, this Agreement shall prevail and supersede the other agreement(s).

Section 16.2 In the event that any section or part of any section of this Joint Agreement violates any applicable statute or other binding rule and regulation, such section or part thereof shall be invalid and therefore shall not be binding on the parties. Such partial invalidation shall not in any way affect the validity of the remainder of the Agreement, which shall remain in full force and effect.

Section 16.3 This Agreement may be executed in counterparts, and shall be effective when at least one such counterpart shall have been executed by at least two-thirds (2/3) of the Member Districts.

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**BOARD OF EDUCATION OF THE
ARGENTA-OREANA COMMUNITY UNIT
DISTRICT No. 1**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
ATWOOD-HAMMOND COMMUNITY UNIT
SCHOOL DISTRICT No. 39**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
CENTRAL A&M COMMUNITY UNIT
SCHOOL DISTRICT No. 21**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
CERRO GORDO COMMUNITY UNIT
SCHOOL DISTRICT No. 100**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
DECATUR PUBLIC SCHOOLS No. 61**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
MAROA-FORSYTH COMMUNITY UNIT
SCHOOL DISTRICT No. 2**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
DELAND-WELDON COMMUNITY
UNIT SCHOOL DISTRICT No. 57**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
MERIDIAN COMMUNITY UNIT
SCHOOL DISTRICT No. 15**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
MT. ZION COMMUNITY UNIT
SCHOOL DISTRICT NO. 3**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
TUSCOLA COMMUNITY UNIT
SCHOOL DISTRICT NO. 301**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
SANGAMON VALLEY COMMUNITY UNIT SCHOOL
DISTRICT NO. 9**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____

**BOARD OF EDUCATION OF THE
WARRENSBURG-LATHAM COMMUNITY UNIT
SCHOOL DISTRICT NO. 11**

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

DATE: _____