

Intergovernmental Agreement

To

Constitute the DuPage Area Occupational Education System

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**INTERGOVERNMENTAL AGREEMENT TO CONSTITUTE THE
DUPAGE AREA OCCUPATIONAL EDUCATION SYSTEM
EFFECTIVE JULY 1, 2022**

ARTICLE I - GENERAL

Section 1 Name

1-1.1 The parties hereby enter into this Agreement to constitute the DuPage Area Occupational Education System (the “System”) pursuant to ~~Ill. Rev. Stat. 1985, ch.127, § 741 et seq.~~ the authority granted by the Illinois School Code and the Illinois Intergovernmental Cooperation Act.

Legal update recommended by DAOES attorney.

Section 2 Purpose and Authority

1-2.1 The purpose of the System is to develop and implement a regional education for employment program ~~pursuant to the Illinois State Board of Education Policy, attached as Appendix A.~~ for students who are enrolled in Member Districts.

Legal update recommended by DAOES attorney.

1-2.2 The school districts in the System (hereinafter the “Member Districts”) shall exercise their powers, privileges, and authority under the School Code and the Intergovernmental Cooperation Act. The System shall have authority to do everything necessary, suitable, or proper for the accomplishment of its purposes. It shall exercise any of the authority herein set forth, do other acts or things incidental to or growing out of or connected with the purpose of the Agreement and shall exercise all of the powers now or subsequently conferred by Illinois ~~Law.~~ law or regulation.

Legal update recommended by DAOES attorney.

Recommended by DAOES attorney.

Legal update recommended by DAOES attorney.

1-2.3 The System shall ~~cooperate fully~~ coordinate with the College of DuPage in the development and implementation of a regional ~~vocational~~ Career and Technical Education education system.

Current language update

Section 3 Membership

1-3.1 All public school districts within the ~~area~~ resident attendance of the College of DuPage, Community College District 502, are eligible to become members of the System. ~~The initial enrolling school districts shall evidence their membership in the System by placing their authorized signatures to the membership list, attached as Appendix B.~~ As of the effective date of this agreement, the member Districts are:

Required update per 23 Ill. Admin. Code 256.210(a)(2) effective 07/22/2021

Hinsdale Township High School
School District 86

Wheaton Warrenville
Community Unit District 200

Glenbard Township High
School District 87

Westmont Community Unit
School District 201

DuPage High School
District 88

Lisle Community Unit
School District 202

Community High School
District 94

Naperville Community Unit
School District 203

Community High School
District 99

Indian Prairie School
District 204

Fenton Community High
School District 100

Lyons Township High School
District 204

Lake Park Community
High School District 108

Elmhurst Community
Unit District 205

- 1-3.2 The System may extend membership to any unit of local government or any agency of the state government or of the United States that requests admission and meets membership requirements.

ARTICLE II - ORGANIZATION AND OPERATION

Section 1 Governance

- 2-1.1 The System shall be managed and governed by a Board of Directors (the “Board”) consisting of one representative from each Member District. Each Member District shall be entitled to one (1) vote.
- 2-1.2 A representative of the Office of the Superintendent of the Educational Service Region of DuPage County shall serve on the Board ex officio.
- 2-1.3 The Board shall adopt By-Laws in furtherance and not in limitation of powers conferred on the Board by the laws of Illinois or this Agreement. The By-Laws may be amended or repealed by the Board.
- 2-1.4 The Board shall establish policy for the System.
- 2-1.5 The Board shall elect from among its members a President and Vice-President who shall serve terms of one (1) year. The officers shall have the powers and shall discharge the duties customary and usual for such offices.
- 2-1.6 The Board shall appoint a Secretary and a Treasurer and fix their compensation. They may or may not be members of the Board.
- 2-1.7 A majority of the Board shall constitute a quorum. A majority of the members present shall determine all matters except as otherwise provided in the Agreement or in the By-Laws.
- 2-1.8 There shall be no proxy or absentee votes on matters before the Board.

Section 2 Legal and Fiscal Agent

- 2-2.1 The legal and fiscal agent for the System shall be appointed by the Board. That agent shall be a limited agent to carry out limited responsibilities, such as the receipt of funds from state and federal governments, processing of all state and federal claims, receipt of summons, payment of all expenses upon presentation of proper vouchers, as approved by the Treasurer, and perform other duties designated by the Board.
- 2-2.2 The legal and fiscal agent may be changed by a three-fifths (3/5) vote of the entire Board upon notice of a request for a proposed change being given to the Board sixty (60) days prior to the vote on the proposed change.

Section 3 Administrative Structure

2-3.1 The Board shall appoint as its chief executive officer a person to be designated as the System Director. Among other duties, the Director shall be responsible for:

- Fulfilment of grant administration for State and Federal grants.
- Implementation and oversight of Career and Technical Education programming.
- Assessment and evaluation of the System.

Required update per 23 Ill. Admin. Code 256.210(a)(2) effective 07/22/2021

2-3.2 The System Director shall administer the System in conformance with the policies and direction of the Board.

2-3.3 The System Director shall make recommendations to the Board regarding all aspects of System operations and shall regularly report to the Board regarding the quality, efficiency, and accessibility of System programs and services.

2-3.4 The System Director, in cooperation with Member Districts, will oversee and coordinate the comprehensive plan of action for completion of the applicable needs assessments necessary to meet the requirements of current Federal Perkins requirements.

Required update per 23 Ill. Admin. Code 256.210(a)(2) effective 07/22/2021

2.3.5 The System Director is the Chief Executive of the Board administering the System under the direction of the Board. The organizational structure is attached as Appendix A, will be updated annually.

Required update per 23 Ill. Admin. Code 256.210(a)(2) effective 07/22/2021

Section 4 Advisory Committees

2-4.1 The Board may appoint Advisory Committees composed of representatives from the education community, the general public, labor, and employer groups.

2-4.2 The Advisory Committees may advise the Board regarding the planning and operation of the System programs and services.

2-4.3 The Advisory Committees shall organize themselves as directed by the Board.

ARTICLE III - PROGRAMS & SERVICES

Section 1 Programs and Services

- 3-1.1 The System shall provide programs and services designed to meet the ~~vocational~~ career and technical education needs of youth and adults as determined by the Board. Current language update
- 3-1.2 The System may not require any Member District to offer programs or services or require any Member District to participate in System programs or services.

Section 2 Program Management

- 3-2.1 The System Director shall develop a regional vocational education plan designed to meet the ~~vocational~~ career and technical education needs of youth and adults within the region. The plan shall consider local needs, student interests, and employment data. Current language update
- 3-2.2 The Board may delegate program management responsibilities for various operations of the System’s programs and services to Member Districts under guidelines developed by the System Director and approved by the Board.
- 3-2.3 The System Director shall develop and implement effective means for regularly evaluating the System’s programs and services.

Section 3 Area ~~Vocational~~ Career Center Current language update

- 3-3.1 ~~No later than January 1, 1987,~~ Effective July 1, 1986 the System shall assumed responsibility for the operation of the DuPage Area Vocational Education Authority (DAVEA). Current language update

- 3-3.2 The System assumes responsibility for maintaining an Area Career Center facility to provide career and technical education programming. ~~Member Districts who were not members of DAVEA shall assume no responsibility for any liability incurred by DAVEA prior to the date the System assumes the above responsibilities.~~ Current language update

- 3-3.3 The Area Career Center facility shall be known as the Technology Center of DuPage. Stated purpose served by the Area Career Center (TCD)

- The purpose of the Area Career Center shall be to provide high school students the opportunity to pursue half-day career and technical education options to enhance college and career readiness.
- The Area Career Center shall provide specialized career and technical education programs for all students who may profit from such specialized education and who reside with member districts.

Section 4 Students

Required update per 23 Ill. Admin. Code 256.210(a)(2) effective 07/22/2021

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 as defined by Federal Perkins.

3-4.3 The System will provide evidence-based professional learning and resources to support Member District programs in collecting data and using data to improve activities and services for those who are members of special populations, which will benefit all students.

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 and align to the current Illinois’ Perkins State Plan.

3-4.5 Students must be residents and enrolled, at least part-time, in a Member District, must be in good standing (i.e. not serving a suspension or expulsion) and satisfy any additional eligibility requirements established by the Member District to attend the Area Career Center.

3-4.6 The System shall provide equitable access to its program offerings at the Area Career Center to all resident students enrolled in Member Districts, and shall not discriminate on the basis of race, sex, gender, disability, religion, gender identify, or any other protected status under State and federal laws applying to secondary students.

Added language by DAOES Director to address current operations under Federal Perkins and ISBE state requirements.

3-4.7 Member Districts shall share with the System Director the following information as requested:

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

ARTICLE IV - HOUSING

Section 1 Program Sites

- 4-1.1 The Board shall approve all sites for the delivery of System programs and services.
- 4-1.2 The System may elect to utilize any provisions under the law available to it to lease, acquire, establish, remodel, or maintain equipment, buildings, and offices for System programs, services, and staff.

Section 2 Official Office

- 4-2.1 The official office for the System shall be determined by the Board.

ARTICLE V - FINANCE

Section 1 Budget

5-1.1 The Board shall adopt an annual budget and shall establish an accounting System that will account for all receipts and expenditures in compliance with applicable rules and regulations of the State Board of Education.

5-1.2 To avoid any budget shortfalls, the Board is prohibited from incurring deficits and from borrowing money.

5-1.3 The Board will approve all budgets and expenditures related to all Career and Technical Education Federal and State grants.

Required update
per 23 Ill.
Admin. Code
256.210(a)(2)
effective
07/22/2021

Section 2 Operational Costs

5-2.1 The Board shall develop schedules of charges to Member Districts for programs and services provided to them based on the actual costs of providing the programs and services.

5-2.2 The Board may ~~access~~ assess the Member Districts for administrative services and other services of a general nature that are provided to all Member Districts.

Proofreading
update

5-2.3 Each Member District shall be responsible to make timely payment of all financial obligations to the System.

Section 3 Non-Member Charges

5-3.1 The Board may provide programs and services to entities that are not members of the System and to individuals; schedules of charges for such services shall be adopted by the Board upon the recommendation of the System Director.

ARTICLE VI - TRANSPORTATION

Section 1 Designation of Responsibility

6-1.1 The transportation of students shall not be the responsibility of the System.

Section 2 Coordination

6-2.1 The System may assist Member Districts in the development and implementation of cooperative arrangements to facilitate the transportation of their students to System programs and services; however, any administrative costs incurred for such assistance shall be assessed to those Member Districts.

ARTICLE VII - WITHDRAWAL, REMOVAL, AND DISSOLUTION

Section 1 Withdrawal

7-1.1 A Member District may withdraw from the System by providing notice to the Board at least eighteen (18) months prior to date on which it plans to withdraw. No withdrawal may be accepted without prior written notification to the State Board of Education and without approval of the Regional Board of School Trustees.

Legal update
recommended
by DAOES
attorney

7-1.2

A Member District that withdraws shall not be entitled to a return of its pro rata share of assets unless the Board determines that there are most unusual circumstances that warrant a return of assets.

Section 2 Removal

7-2.1 Any Member District failing to abide by the terms of this Agreement is subject to removal by the remaining Members of the System. Such removal shall require the approval of three-fifths (3/5) of the Member Districts and written notification to the State Board of Education prior to removal., and approval of the Regional Board of School Trustees.

Legal update
recommended
by DAOES
attorney

7-2.2

A Member District that is removed from the System shall not be entitled to a return of its pro rata share of System assets.

Section 3 Dissolution and Distribution of Assets

7-3.1 The System may be dissolved upon motion made to the Board for its consideration. If approved by three-fourths (3/4) of the Board members, the motion shall be submitted to the Member Districts for approval.

7-3.2 The motion for dissolution shall become effective when three-fourths (3/4) of the Member Districts have approved the motion ~~at a meeting of the Board :~~ through action by their respective boards of education.

Language
updated by the
DAOES Board
of Directors

7-3.3 ~~In the event the System is dissolved, the assets of the System shall be applied to System liabilities in the following order:~~

- a) ~~amounts owing to creditors~~
- b) ~~pro rata return of capital realized through the disposal of the assets of the DuPage Area Vocational Center (DAVEA) to the Member Districts who were members of DAVEA prior to July 1, 1970. The return of such capital shall be distributed among said Member Districts based upon their original contribution.~~
- c) ~~pro rata return of capital to Member Districts of this Agreement for contributions to the purchase of capital assets other than capital equipment. The return of such capital shall be prorated based upon each Member District's contribution to the acquisition of such assets.~~
- d) ~~pro rata return of capital to Member Districts for contributions to the purchase of capital equipment. The return of such capital shall be prorated based upon each Member District's contribution to the acquisition of such assets.~~

~~7-3.4 It is hereby understood that Member Districts who were not members of DAVEA prior to July 1, 1970, do not acquire any interest in DAVEA capital assets acquired prior to the date the System assumes responsibility for the operation of DAVEA.~~

7-3.3 If the System is dissolved, the assets of the System shall be liquidated, and the proceeds shall be distributed in the following order until exhausted (in accordance with Section 7-1.2 any Member District that withdraws from DAOES prior to the effective date of dissolution shall be ineligible for the following distributions unless the Board determines otherwise):

- a) amounts owing to creditors
- b) The return of Nineteen Million Nine Hundred Forty-Three Thousand Two Hundred Seventy-One Dollars (\$19,943,271) from the sale of the Technology Center of DuPage building and grounds to the eight school districts that were members of DAVEA prior to July 1, 1970, based upon the proportion of their original investment in the TCD building and grounds. This amount reflects the appraised value of the TCD building and grounds as of December 31, 1986, the last day DAVEA existed prior to DAOES assuming all assets and liabilities of DAVEA on January 1, 1987.

<u>DISTRICT</u>	<u>ORIGINAL 1972 CONTRIBUTION</u>	<u>PROPORTION OF ORIGINAL 1972 CONTRIBUTION</u>	<u>PROPORTION APPLIED TO 1987 APPRAISED VALUE</u>
<u>Hinsdale 86</u>	<u>\$720,462</u>	<u>19.25%</u>	<u>\$3,839,080</u>
<u>Glenbard 87</u>	<u>\$1,141,695</u>	<u>30.50%</u>	<u>\$6,082,698</u>
<u>West Chicago 94</u>	<u>\$261,455</u>	<u>6.98%</u>	<u>\$1,392,040</u>
<u>Downers Grove 99</u>	<u>\$797,030</u>	<u>21.29%</u>	<u>\$4,245,922</u>
<u>Fenton 100</u>	<u>\$315,208</u>	<u>8.42%</u>	<u>\$1,679,223</u>
<u>Lake Park 108</u>	<u>\$298,900</u>	<u>7.98%</u>	<u>\$1,591,473</u>
<u>Westmont 201</u>	<u>\$83,838</u>	<u>2.24%</u>	<u>\$446,729</u>
<u>Lisle 202</u>	<u>\$124,814</u>	<u>3.33%</u>	<u>\$664,111</u>
<u>Total</u>	<u>\$3,743,402</u>	<u>100.00%</u>	<u>\$19,943,271</u>

c) Distribution of any funds in excess of \$19,943,271 derived from the sale of the Technology Center of DuPage building and grounds to all of the member Districts. The allocation in this Section (c) shall be based upon each member District's average percentage of the total students enrolled at the Technology Center of DuPage measured over the ten (10) consecutive school years immediately preceding the effective date of System dissolution. Student enrollment will be measured using the number of students each district has enrolled on the first charge-back billing day of the fiscal year as reflected in Board Policy 4.12. For clarity, the following example is provided and assumes cash and investments are adequate to pay amounts owing to creditors per Section 7-3.3(a) above:

System Dissolution date = June 30, 2030

Proceeds from the sale of TCD Building and Grounds = \$31,000,000

Distribution of proceeds to 8 Districts Per Section 7-3.3(b) = \$19,943,271

Remaining Proceeds to be Distributed = \$11,056,729

<u>District</u>	<u>10-Year Average Percentage of Total TCD Enrollment</u>	<u>Remaining Proceeds Distributed</u>
<u>86</u>	<u>4%</u>	<u>\$442,269</u>
<u>87</u>	<u>27%</u>	<u>\$2,985,317</u>
<u>88</u>	<u>4%</u>	<u>\$442,269</u>
<u>94</u>	<u>7%</u>	<u>\$773,971</u>
<u>99</u>	<u>13%</u>	<u>\$1,437,375</u>
<u>100</u>	<u>4%</u>	<u>\$442,269</u>

<u>108</u>	<u>5%</u>	<u>\$552,836</u>
<u>200</u>	<u>15%</u>	<u>\$1,658,509</u>
<u>201</u>	<u>3%</u>	<u>\$331,702</u>
<u>202</u>	<u>2%</u>	<u>\$221,135</u>
<u>203</u>	<u>3%</u>	<u>\$331,702</u>
<u>204(Cook)</u>	<u>4%</u>	<u>\$442,269</u>
<u>204 (DuPage)</u>	<u>7%</u>	<u>\$773,971</u>
<u>205</u>	<u>2%</u>	<u>\$221,135</u>
<u>Total</u>	<u>100%</u>	<u>\$11,056,729</u>

d) The proceeds from the liquidation of all non-building and grounds DAOES assets, such as cash, investment, and equipment shall be distributed among the Member districts using each member District's average percentage of the total students enrolled at the Technology Center of DuPage measured over the five (5) consecutive school years immediately preceding the effective date of System dissolution.

ARTICLE VIII - AMENDMENT

Section 1 Process

8-1.1 A proposed Amendment to this Agreement shall be first submitted to the Board for consideration. If approved by three-fifths (3/5) of the Board members, the proposed Amendment shall be submitted to the Member Districts for approval.

8-1.2 A proposed Amendment shall become effective when three-fifths (3/5) of the Member Districts have approved the Amendment at a meeting of the Board.
Failure to act on a proposed Amendment within 60 days of the approval by the Board members in Section 8-1.1 shall be treated as a vote against the Amendment.

Legal update
recommended
by DAOES
attorney

ARTICLE IX - LIABILITY OF BOARD OF DIRECTORS & OFFICERS

Section 1 Limitations & Indemnification

9-1.1 The Board, its officers, and representatives shall not be liable for any mistake of judgment or any action made, taken, or admitted by them in good faith; nor for any action made, taken, or admitted by any agent, employee, or independent contractor selected by them. No representative or officer shall be liable for any action taken or admitted by any other representative or officer.

9-1.2 The System shall indemnify and defend the Board, its officers, and representatives from any and all losses and expenses, including amounts paid in settlement before or after suit is commenced, as a result of any claim, demand, action, proceeding, or judgment that may be asserted against them by reason of their having been members, representatives or officers of the Board. The System shall fulfill its indemnity responsibility by obtaining insurance.

~~9-1.3 The indemnity responsibility of the Board shall not extend to any claims which may be asserted against DAVEA prior to the date the System assumes responsibility for DAVEA.~~

DAOES
attorney
recommends
removing this
language

ARTICLE X - MISCELLANEOUS

Section 1 Notice

10-1.1 Any notice required by the Agreement shall be in writing and shall be deemed to have been given when deposited in a United States Post Office, postage prepaid, and properly addressed to the addressee at the address furnished to the System.

Section 2 Constitution of this Agreement

10-2.1 This Agreement and any Amendments thereto may be executed in any number of parts which, when taken together, shall constitute a single instrument.

~~Section 3 Student Allocation~~

~~10-3.1 The number of students a Member District may enroll in an area vocational center program shall be based upon the Member District's pro rata portion of Grades 11 and 12's total enrollment in Member Districts as of October 1 of the previous school year.~~

DAOES
attorney
recommends
removing this
language

In witness wherefore, each School District herein subscribed has caused this Agreement to be executed by its duly authorized officers on the date and year first written.

HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 86

By: _____
President

ATTEST:

Secretary

Dated: _____

GLENBARD TOWNSHIP HIGH SCHOOL
DISTRICT NO. 87

By: _____
President

ATTEST:

Secretary

Dated: _____

DUPAGE HIGH SCHOOL DISTRICT
NO. 88

By: _____
President

ATTEST:

Secretary

Dated: _____

COMMUNITY HIGH SCHOOL
DISTRICT NO. 94, WEST CHICAGO

By: _____
President

ATTEST:

Secretary

Dated: _____

APPENDIX B

COMMUNITY HIGH SCHOOL
DISTRICT NO. 99, DOWNERS GROVE

By: _____
President

ATTEST:

Secretary

Dated: _____

LAKE PARK COMMUNITY HIGH
SCHOOL DISTRICT NO. 108

By: _____
President

ATTEST:

Secretary

Dated: _____

WESTMONT COMMUNITY UNIT
SCHOOL DISTRICT NO. 201

By: _____
President

ATTEST:

Secretary

Dated: _____

FENTON COMMUNITY HIGH SCHOOL
DISTRICT NO. 100

By: _____
President

ATTEST:

Secretary

Dated: _____

COMMUNITY UNIT SCHOOL DISTRICT
NO. 200, WHEATON-WARRENVILLE

By: _____
President

ATTEST:

Secretary

Dated: _____

COMMUNITY UNIT SCHOOL DISTRICT
NO. 202, LISLE

By: _____
President

ATTEST:

Secretary

Dated: _____

APPENDIX B

NAPERVILLE COMMUNITY UNIT
SCHOOL DISTRICT NO. 203

By: _____
President

ATTEST:

Secretary

Dated: _____

LYONS TOWNSHIP HIGH SCHOOL
DISTRICT NO. 204

By: _____
President

ATTEST:

Secretary

Dated: _____

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INDIAN PRAIRIE SCHOOL DISTRICT
NO. 204, DUPAGE COUNTY

By: _____
President

ATTEST:

Secretary

Dated: _____

ELMHURST COMMUNITY UNIT
SCHOOL DISTRICT NO. 205

By: _____
President

ATTEST:

Secretary

Dated: _____

APPENDIX B