

**Intergovernmental Agreement  
for the  
NORTH SUBURBAN EDUCATIONAL REGION FOR VOCATIONAL EDUCATION  
(NSERVE)**

This Agreement is executed pursuant to the provisions of the Intergovernmental Cooperation Clause of the Illinois Constitution, Illinois Constitution of 1970, Article VII, Section 10, as well as the provisions of the Intergovernmental Cooperation Act of 1973, Ill. Rev. Stat., 1985, Ch. 127 par. 741 et. Seq.

**ARTICLE I – GENERAL**

Section 1.1    Name

The name of the Regional Secondary Career and Technical Education System formed hereunder shall be known as the North Suburban Educational Region for Vocational Education, hereinafter referred to as “NSERVE” or the “Agreement.”

Section 1.2    Purpose

The purpose of NSERVE shall be to foster quality career and technical education programs in an efficient and equitable manner for students who reside within a member district and to foster a systematic program of curriculum renewal and staff development. Through its Board of Control, NSERVE sets its policies in accordance with the relevant rules and regulations, including grant policies, of the Illinois School Code, the Illinois State Board of Education (ISBE), Illinois Community College Board (ICCB), and other applicable provisions of Illinois law.

Section 1.3    Membership

1.3.1.    Members – Membership in this Agreement shall be intended initially to the following public school districts:

Evanston Township High School District 202  
New Trier Township High School District 203  
Maine Township High School District 207  
Niles Township High School District 219  
Northfield Township High School District 225

1.3.2    Terms of Agreement – This Agreement shall begin on July 1, 1988, and continue until terminated in accordance with Article VII of this Agreement.

- 1.3.3 Acceptance of New Members – Districts desiring to join the Agreement on or after July 1, 1988 may be admitted by a two-thirds (2/3) vote of all members of the Board of Control. Districts joining after July 1, 1988 shall pay any assessment established by the Board of Control, including but not limited to a fair and equitable assessment of previous capital expenditures.

## **ARTICLE II – ORGANIZATION AND OPERATION**

### Section 2.1 Board of Control

- 2.1.1. Board of Control Membership – The Board of Control shall be composed of a superintendent or a superintendent’s designee from each member district. Oakton Community College shall be an ex officio (non-voting) member on the Board of Control. The Board of Control may appoint other ex officio (non-voting) members as deemed appropriate.
- 2.1.2. Officers – The Board of Control shall annually elect a President, a President Pro Tempore and a Secretary. The President Pro Tempore shall serve as President in the event that the President is unable to preside over a meeting of the Board of Control.
- 2.1.3. Terms of Office – An election of officers shall be held within thirty (30) days following ratification of this Agreement. The first slate of officers will serve through June 30, 1989. Future elections will be held at the first regular meeting of each school year with the terms commencing July 1 and ending June 30 of the following year. A term of office shall be for one year for the period indicated above.
- 2.1.4. Vacancies in Office – If an officer resigns during his/her term, the Board of Control shall elect a new officer at its next meeting. Any officer so elected shall serve the remainder of the term of the vacant office.
- 2.1.5. Voting – Each member district’s representative shall have one vote. All measures must be passed by a majority vote of the members present and constituting a quorum, unless otherwise herein specified.
- 2.1.6. Meetings – The Board of Control shall meet at least quarterly. The regular meeting date shall be established by the Board of Control at the first regular meeting of each school year. Special meetings of the Board of Control may be called by the President or by any two members who shall request the Director of NSERVE to notify all members of a special meeting. Notice of the special meeting must reach all members at least 48 hours in advance of the meeting. Such notice will contain time, place, and purpose of the meeting. All meetings of the Board of Control shall be subject to the Illinois Open Meetings Act.

- 2.1.7. Quorum – A quorum of the Board of Control will consist of two-thirds of its members.

## Section 2.2 Functions of the Board of Control

- 2.2.1 Policies – The Board of Control will develop and approve general policies, which are necessary for the efficient operation of NSERVE.
- 2.2.2 Budget – The Board of Control will be responsible for the adoption of an annual budget and provision of sound fiscal management for the Agreement. The Agreement’s fiscal year shall function from July 1 to June 30.
- 2.2.3 Employment of Staff – The Board of Control will employ all central staff. The Director or other NSERVE employees shall obtain no tenure or other employment rights in any member district except as prescribed by law.
- 2.2.4 Planning Activities – The Board of Control may conduct planning and coordinating activities for the NSERVE career and technical education programs of the member districts as may be required. The Board of Control may establish an Administrative Council to carry out such activities.

## Section 2.3 Administrative/Fiscal Agent

- 2.3.1 Designation of Administrative/Fiscal Agent – The designation of the Administrative/Fiscal Agent under this agreement shall be by the Board of Control. The Administrative/Fiscal Agent shall be a member district of NSERVE.
- 2.3.2 Legal and Fiscal Agent – The Administrative District will serve as the Agreement’s legal and administrative fiscal agent.
- 2.3.3 Central Office – The central office of NSERVE shall consist of a Director and such other certified and non-certified staff as approved and employed by a two-thirds (2/3) vote of the Board of Control. The central office of NSERVE and the Agreement shall be recognized as that of the Administrative/Fiscal Agent as specified in Article II, Section 2. The central office may change pursuant to any changes in the designated Administrative/Fiscal Agent.
- 2.3.4 Employment of Certified Staff – Certified staff of NSERVE, as employed by the Board of Control, shall be employees of NSERVE only and shall not obtain any tenure rights in any of the member districts including the

Administrative/Fiscal Agent, or any other employment rights except as may be prescribed by law.

- 2.3.5 Changing Administrative/Fiscal Agents – Designation of the Administrative/Fiscal Agent shall be reviewed at the discretion of the Board of Control. The Administrative/Fiscal Agent may be changed by a two-thirds (2/3) vote of all Board of Control members if accepted by the Board of Education of the proposed Administrative/Fiscal Agent. The effective date of any change of designation of the Administrative/Fiscal Agent shall be at the beginning of the Agreement’s fiscal year. A vote to change the designation of the Administrative/Fiscal Agent must occur prior to March 31 in order to be effective for the succeeding fiscal year. A vote to change the Administrative/Fiscal Agent of this Agreement shall not be considered an amendment to these Articles of Agreement and shall be subject only to the provisions of this section. After a vote to change the designated Administrative/Fiscal Agent, the Board of Control, with agreement of the Administrative Districts, both current and newly elected, may agree to accelerate or postpone the effective date of the change.
- 2.3.6 Hold Harmless – It is agreed that NSERVE and each member district under this Agreement shall indemnify and hold harmless any member district from any claims, counterclaims, or liabilities, which may be made during the time and as a result of such member district’s acting as the Administrative/Fiscal Agent as provided in this Agreement, when such claims are brought against said Administrative/Fiscal Agent in its capacity as the Administrative/Fiscal Agent for this Agreement. This indemnification shall apply only to claims arising out of or attributable to the actions of the Administrative/Fiscal Agent in such capacity, and shall not apply to claims for which a member district is to bear the risk of loss under the paragraph below.
- 2.3.7 Risk of Loss – Each member district shall bear the sole liability for any risk of loss from personal injury, property damage or any other claim arising out of activities conducted under the terms of the Agreement on premises owned, leased or operated by the member district, and the member district shall not obtain from NSERVE, the Administrative/Fiscal Agent or any other member district indemnification or reimbursement for payments made as a result of such losses except as provided in Paragraph 2.3.6 above.

## Section 2.4 NSERVE Director

- 2.4.1 Qualifications – The Board of Control shall employ a Director who shall possess an appropriate administrative certificate and other such qualifications as set forth by the Illinois State Board of Education.

- 2.4.2 Duties – The Director shall be responsible for the day-to-day administration and operation under the Agreement in accordance with the bylaws, policies, and other directives of the Board of Control.
- 2.4.3 Budget and Reports – The Director will prepare the annual budget to be approved by the Board of Control and will make such other reports and perform such other duties as may be required by law, by the Board of Control or by ISBE and ICCB policies, rules, regulations or other such directives.

## Section 2.5 Advisory Committees

- 2.5.1 Advisory Committees - The NSERVE Administrative Council shall function as an Advisory Committee to the Board of Control. The Administrative Council shall be comprised of Career and Technical Education Department Chairs, Directors, and/or Instructional Supervisors, and any career counselors that each district deems necessary. Oakton Community College shall be an ex officio (non-voting) member on the Administrative Council.
- 2.5.2 Authorized Committees – The Board of Control may establish additional advisory committees, or task forces as deemed necessary.
- 2.5.3 Powers and Duties – The advisory committees will operate according to policies and procedures adopted by the Board of Control. The composition and performance of the advisory committees shall adhere to all state and federal statutes, rules, regulations, and guidelines.

## **ARTICLE III – SERVICES**

### Section 3.1 Services and Activities

- 3.1.1 Determined by Board of Control – Services and activities to be offered by NSERVE shall be determined by the Board of Control upon recommendation by the Director or members of the Board of Control. Nothing herein shall prevent a District from offering, establishing or discontinuing a local program.
- 3.1.2 Regional Services – Programs may be delivered to all students via regional programs operated by member districts, or by other contracted agencies beginning July 1, 1988.
- 3.1.3 Programs Based on Needs – Programs will be established to meet the needs of students within the region. Selection of programs will be based

upon sound planning including analysis of local needs, student interest, employment data, and other appropriate information.

- 3.1.4 Local Determination to Offer Programs – Each member district may determine annually which programs, courses or other activities shall be offered and which of those same programs, courses or other activities will be accessible to students from other member districts.
- 3.1.5 Local Determination to Access Services – Each member district may determine annually which regional services shall be offered to that member’s students and/or staff.

### Section 3.2 Eligibility of Students for Programs

In order to establish eligibility for a program, each student must be a legal resident or approved tuition student of a member district. Each district of residence shall confirm the eligibility of students for programs provided as approved by the Board of Control.

### Section 3.3 Program Management

- 3.3.1 Responsibilities of Managing Districts – The Board of Control may delegate all management responsibility for NSERVE programs to specific member district. Responsibilities of the managing districts may include:
- a. Staffing
  - b. Curriculum development
  - c. Program coordination
  - d. Instructional evaluation
  - e. Management of facilities, equipment and supplies
- 3.3.2. Responsibilities of Director – The Director shall coordinate, direct and assist in making arrangements for establishing and scheduling programs, conducting and evaluating NSERVE services in concert with member districts and other responsibilities as assigned by the Board of Control.

### Section 3.4 Staffing

- 3.4.1 Two Types of Staffing – NSERVE will be staffed under the following provisions:
- a. NSERVE central staff shall be employed by the Board of Control and paid from NSERVE funds and perform such duties as approved by the Board of Control. The Board of Control shall annually evaluate and determine salary and benefits for all NSERVE central staff.

b. Program staff who are employees of member districts shall perform services assigned to them by the employing districts.

3.4.2 Removal of Staff – Employees are subject to discipline and termination from employment for unacceptable performance, misconduct, or any reason determined by the Board of Control to be in the best interest of the NSERVE Districts. Discipline may include a verbal or written reprimand, suspension with or without pay, transfer, demotion, dismissal or other appropriate action.

## **ARTICLE IV – HOUSING**

### Section 4.1 Program Sites

Determination of Locations – The Board of Control will determine sites for regional programs upon recommendation by the Director or members of the Board of Control, subject to the provisions of Section 3.1.4.

### Section 4.2 Independent Programs

Nothing in this Agreement shall prohibit or restrict the right of a member school district, or combination of districts, to provide any career and technical education course or program independently without approval or coordination by the Board of Control. Such programs may not be eligible for State Board career and technical educational financial support. No NSERVE funds or resources may be utilized for such programs.

## **ARTICLE V – FINANCE**

### Section 5.1 Administrative Costs

5.1.1 Administrative Costs Defined – Administrative costs shall be defined as any salary, benefits, office equipment and other costs for the Director and other staff authorized by the Board of Control whose costs are associated with the operation of the administrative office.

5.1.2 Funding – Administrative costs will be funded from grant allocations for regional system administration and/or from the member districts' transit funding, based on percentages determined by the Board of Control.

5.1.3 Shortfalls and Deficits – In the event of actual or projected income shortfalls and deficits, assessments shall be made to balance the budget. Such assessments shall be made in the same manner as 5.1.2 above.

## Section 5.2 Equipment Costs Assessment

5.2.1 Equipment Guidelines - NSERVE shall abide by the equipment guidelines outlined in the State and Federal Grant Administration Policy of ISBE's Funding and Disbursement Services Division.

5.2.2 Equipment Contributions - In the event that a member district contributes grant-funded equipment to NSERVE or another member district for a program approved by the Board of Control, such district will be credited by the close of the fiscal year with appraised amount of such equipment. Where necessary, appraisals shall be conducted in conformance with Section 7.1.4 below.

## Section 5.3 Tuition and Program Costs for Credit-Bearing Classes

Student tuition costs for shared programs (i.e., students attending other member district's programs) shall be assessed by the individual school district offering such program.

## Section 5.4 Charges to Non-Members

Charges made to non-member school districts, individuals and other governmental bodies for educational and training services provided by the Agreement will be established by the Board of Control in accordance with the provisions of the Illinois School Code, but in no case less than charges made to member districts.

## Section 5.5 Distribution of Income

Income – Reimbursement received by NSERVE will be distributed as follows:

- a. The Board of Control may determine the amount of funds to be withheld from State Board of Education reimbursements for administrative or other costs, based on the annual budget prepared by the Director.
- b. The balance of reimbursement funds shall be distributed to member districts in accordance with the formulas determined by each grant and the responsible agencies.
- c. Other special revenue may be distributed to member districts subject to approval of the Board of Control.

## Section 5.6 Accounting Procedures

5.6.1 Financial Obligation – All member boards shall fully assume their respective financial obligations and meet them in a timely manner.

- 5.6.2 Contributions – Contributions from private business, government and foundation sources for the benefit of NSERVE shall be made to the Administrative/Fiscal Agent on behalf of NSERVE, subject to approval of the Board of Control.
- 5.6.3 Accounting Procedures – Accounting procedures shall conform to all applicable rules and regulations of the Illinois State Board of Education.
- 5.6.4 Reports – The Administrative/Fiscal Agent shall maintain accounts of NSERVE’s operations and shall make quarterly reports to the Board of Control.
- 5.6.5 Annual Audit – A minimum of one audit per year shall be conducted in accordance with applicable rules and regulations of the Illinois State Board of Education.

## **ARTICLE VI – TRANSPORTATION**

### Section 6.1 Transportation

- 6.1.1 Transportation Responsibility – Transportation of individual students will be the responsibility of the student’s district of residence and not the responsibility of NSERVE or this Agreement, unless determined by the Board of Control.
- 6.1.2 Transportation Coordination – When desirable, member districts may enter into agreements to facilitate the economical and efficient transportation of students. However, the administration of those transportation arrangements will be separate from the administrative component of NSERVE.

## **ARTICLE VII – WITHDRAWAL, REMOVAL AND TERMINATION**

### Section 7.1 Withdrawal

- 7.1.1 Four Months Notice Required – Member districts may withdraw from participation in NSERVE provided they give written notice four (4) months preceding the beginning of the next fiscal year in which they plan to withdraw. The Illinois State Board of Education shall be notified of any such withdrawal.
- 7.1.2 Effective Date – If a member district gives written notice of withdrawal, that district is to continue participation and financial obligation until the withdrawal date of July 1.

- 7.1.3 Distribution of Assets – If a district withdraws, all of the equipment purchased by NSERVE remains with NSERVE until termination of the Agreement. Any NSERVE sites, facilities, or equipment acquired for NSERVE and located in or controlled by the withdrawing district or any assets derived there-from may be distributed proportionately among the remaining member districts as recommended by the Board of Control.
- 7.1.4 Appraisals – In the event of a donation or transfer of equipment or sites, or a distribution of assets upon termination of this Agreement, and in the event that the members cannot agree on the value of such equipment, sites or assets, the appraisal procedures set forth in Sections 11C-1 and 11C-2 of the School Code shall apply; except that the Board of Control shall appoint the appraiser in lieu of the Regional Superintendent.

## Section 7.2 Removal

Any district failing to abide by the provisions of this document is subject to removal by the remaining members of NSERVE. Such action shall begin at least twelve (12) months prior to the proposed July 1 removal date and the Illinois State Board of Education shall be notified. By a two-thirds (2/3) affirmative vote of participating Boards of Education, the member may be removed.

## Section 7.3 Termination

This Agreement may be terminated in the event that eighty percent (80%) of the members of the Board of Control so agree. This decision must be ratified by eighty percent (80%) of the member Boards of Education. In such instances, the vote to terminate will be in accordance with the Illinois School Code and the ISBE, as applicable. NSERVE assets will be distributed in accordance with grant policy with respect to transit funding percentages and number of years of membership in this Agreement.

# ARTICLE VIII – AMENDMENTS

## Section 8.1 Amendments

- 8.1.1 Amendment Approval - Any proposed amendment to this document must be approved by two-thirds (2/3) of the vote cast at a regular Board of Control meeting and must be submitted along with a resolution to each member Board of Education for ratification.
- 8.1.2 Amendment Ratification - Member Boards of Education shall act on proposed amendments within ninety (90) days. Ratification of the amendment will be deemed to take place when two-thirds (2/3) of the

districts have voted passage. Failure of a district to act within ninety (90) days shall be deemed to be a vote for the amendment. The amendments will take effect upon such ratification unless otherwise specified.

**INTERGOVERNMENTAL AGREEMENT RESOLUTION**

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

WHEREAS, the Constitution of Illinois authorized Intergovernmental Agreements between several school districts, through their school boards, to establish such programs;

NOW, THEREFORE, LET IT BE RESOLVED, that \_\_\_\_\_  
School District No. \_\_\_\_\_, \_\_\_\_\_ County of Cook,  
Illinois, is authorized to enter into Intergovernmental Career and Technical  
Education Agreement with other qualified and participating school districts; and,

BE IT FURTHER RESOLVED that the President and Secretary of this Board are hereby authorized to direct and execute the said working agreement – a copy of which is attached hereto – and made part thereof; and

BE IT FURTHER RESOLVED that the chief administrator is hereby designated **as** the voting representative for this school district.