

**JOINT AGREEMENT**

**OF THE**

**KANKAKEE AREA EDUCATION FOR EMPLOYMENT**

**REGIONAL DELIVERY SYSTEM\***

**Adopted June 12, 1986**  
**Amended February 21, 1991**  
**Amended February 10, 1994**  
**Amended August 13, 1998**  
**Amended May 13, 2004**

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\* Also known as the Kankakee Area Regional Vocational Education System or KARVES

**Joint Agreement of the**  
**Kankakee Area Education for Employment**  
**Regional Delivery System**

This Joint Agreement is entered into by and among the member districts under the authority of Section 10-22.31a of the Illinois School Code (105 ILCS 5/10-22.31a) and replaces the Kankakee Area Career Center Joint Agreement.

**ARTICLE I – GENERAL**

**Section 1. Name of Joint Educational Program**

- 1.1.1 The name of the joint educational program established by this Joint Agreement shall be the Kankakee Area Education for Employment Regional Delivery System (hereinafter referred to as the System) and also known as the Kankakee Area Regional Vocational Education System or KARVES.

**Section 2. Purpose**

- 1.2.1 To provide specialized vocational, career and technical education programs for all students and adults who reside within all member districts and who need and can profit from such specialized training.
- 1.2.2 To provide for the administration of programs and services conducted under this Joint Agreement in accordance with applicable provisions of the Illinois School Code, Illinois and federal law, and the regulations of the Illinois State Board of Education.
- 1.2.3 To establish a structure that will:
  - A. Provide resources needed to operate such programs and services;
  - B. Insure that training programs match employment opportunities;
  - C. Insure access to the broadest possible range of training opportunities for all learners in the region; and
  - D. Maximize the opportunity for all students to develop to their fullest potential.

Section 3. Membership

- 1.3.1 By authorization of their respective boards of education, this Joint Agreement is entered into by and among the following school districts:
- A. Beecher Unit District #200-U
  - B. Bradley-Bourbonnais Comm. High School District #307
  - C. Central Community Unit District #4
  - D. Grant Park Unit District #6
  - E. Herscher Unit District #2
  - F. Kankakee School District #111
  - G. Manteno Unit District #5
  - H. Momence Unit District #1
  - I. Peotone Unit District #207-U
  - J. St. Anne High School District #302
- 1.3.2 Membership in the Joint Agreement shall be continuous, and member districts shall be bound hereby, from year to year, unless any member district withdraws or is removed under the provisions of Article VII of this Agreement.
- 1.3.3 A district desiring to join the System after its initial formation may be admitted only by a two-thirds (2/3) vote of the Administrative Council and by ratification of this Agreement by its board of education. Such district shall pay any assessment established by the Council including, but not necessarily limited to, a fair and equitable assessment for previous program development expenses.
- 1.3.4 It shall be a violation of this Agreement for any member district to contract with any person, association, corporation, or educational cooperative other than the System to provide career and technical education and training for all or any one or more of its students eligible for enrollment in the System in any trade, vocation or occupation for which a program of one or more classes is offered or provided by the System or a member district.

The Executive Committee is authorized to grant exceptions to this prohibition under such special circumstances as it may deem sufficient.

Section 4. Administrative Agent/District

- 1.4.1. As authorized under Section 3-15.14 of the Illinois School Code (105 ILCS 5/3-15.14), the System shall act as its own administrative district and shall be an entity separate and apart from the I-KAN Regional Office of Education.
- 1.4.2. As authorized under Section 3-15.14 of the Illinois School Code (105 ILCS 5/3-15.14), the Regional Superintendent of the I-KAN Regional Office of Education shall act as the fiscal agent for the System. Working as authorized by the Executive Committee and within the scope of the adopted policies, the Regional Superintendent shall perform the following responsibilities:
  - A. Pay all costs of operation from the funds of the System as they are approved and submitted by the Executive Committee, and within the funds budgeted and available therefor.
  - B. Maintain accounts of the System's operational expenses and make them available to Executive Committee on a monthly basis.
  - C. Collect and remit the required pension contributions from the member districts if the Executive Committee participates in Article 7 of the Illinois Pension Code (40 ILCS 5/7-101 *et seq.*).
  - D. Cause an annual financial statement to be submitted on forms prescribed by the State Board of Education exhibiting the financial condition of the programs established under this Agreement.
  - E. Cause a System audit to be conducted in accordance with Section 3-15.1 of the Illinois School Code (105 ILCS 5/3-15.1).

Section 5. Board of Control

- 1.5.1 The board of control of the System shall be known as the Executive Committee (Section 1 of Article II below).

Section 6. Bylaws

- 1.6.1 This Agreement and the policies adopted by the Executive Committee constitute the bylaws by which the System will be governed.

## ARTICLE II – ORGANIZATION AND OPERATION

### Section 1. Governance

2.1.1 The System shall be governed by two bodies: a board of control known as the Executive Committee and a membership regulatory body known as the Administrative Council.

#### 2.1.2 Executive Committee

A. The Executive Committee shall be comprised of the superintendents of all member districts and the Regional Superintendent of the I-KAN Regional Office of Education. To insure representation on the Executive Committee of all member districts, the superintendent of a member district **may** appoint an alternate. The alternate shall be announced to the Chairperson.

B. The Executive Committee shall elect, from its membership, a Chairperson, Vice Chairperson and Secretary. The terms of these offices shall be for one (1) year and shall be filled at the regular meeting of the Executive Committee in July of each year.

The duties of the officers shall be those which are customary to the office unless otherwise prescribed by the Executive Committee.

C. Regular meetings of the Executive Committee shall be held **monthly**. The Executive Committee shall, at the beginning of the fiscal year, prepare and make available the times and places of its regular meetings for the fiscal year. A regular meeting date may be changed by a vote of the Executive Committee when conflicts require it, provided at least 10 days' notice of such change shall be given in accordance with the Open Meetings Act.

Special meetings of the Executive Committee may be called by the Chairperson or by the superintendents of any three (3) member districts by giving notice in writing of the time, place, and purpose of the meeting at least 48 hours prior to the special meeting. Meetings may also be called pursuant to the provisions of the Illinois Open Meetings Act. Public notice of all meetings shall be given in accordance with such Act.

D. A majority of the superintendents of all member districts shall constitute a quorum for conducting the business of the Executive Committee.

E. Executive Committee members, as individuals, have no authority over the Kankakee Area Career Center or the System, except as provided by law.

- F. The Executive Committee shall:
- (1) Adopt policies for the System which are in keeping with the objectives of this Agreement;
  - (2) Determine and approve programs and services of the System, as well as shared and local courses, with the assistance of the General Advisory Committee and the Director;
  - (3) Determine and select System program sites with the assistance of the Director;
  - (4) Approve the employment of the Director and other System personnel;
  - (5) Develop rules, regulations and procedures which will implement the policies of the System;
  - (6) Review and approve the final tentative budget of the System and the Kankakee Area Career Center;
  - (7) Assist the Administrative Council in determining all charges to member and non-member districts;
  - (8) Assist the Director in the management and operation of the Kankakee Area Career Center and the supervision and evaluation of the Center's personnel and programs; and
  - (9) Annually evaluate, in writing, the Director.

### 2.1.3 Administrative Council

- A. The Administrative Council shall be composed of the superintendent and a school board member from each member district and the Regional Superintendent of the I-KAN Regional Office of Education. The Chairperson of the Regional Board of School Trustees of the I-KAN Regional Office of Education, the Dean of Occupations of the Kankakee Community College, and the Chairperson of the General Advisory Committee (Section 3 below) may be ex-officio members without voting privilege.
- B. The Administrative Council shall hold regular meetings **quarterly** in February, May, August and November. The Administrative Council shall,

at the beginning of each fiscal year, prepare and make available the times and places of its regular meetings for the fiscal year. Special meetings may be called by the Chairperson or by the school board members of any two (2) member districts by giving notice in writing of the time, place, and purpose of the meeting at least 48 hours prior to the special meeting. Meetings may also be called pursuant to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*). Public notice of all meetings shall be given in accordance with such Act.

- C. All meetings shall be conducted according to parliamentary procedure, with Robert's Rules of Order as a resource, and subject to the provisions of the Illinois Open Meetings Act.
- D. The Administrative Council shall, at its regular November meeting, elect from its membership a Chairperson, Vice Chairperson, and Secretary, who will serve for a term of one year each.
  - (1) The Chairperson shall perform all of the functions customarily inherent in a presiding office.
  - (2) The Vice Chairperson shall perform all the functions customarily inherent in the office of a Vice Chairperson, and shall preside at meetings in the absence of the Chairperson.
  - (3) The Secretary shall perform all of the functions customarily inherent in the office of a Secretary.
- E. Each school board member or designee of the member districts and the Regional Superintendent of the I-KAN Regional Office of Education shall be accorded one vote.
- F. A majority of the school board members or designees of all member districts shall constitute a quorum for conducting the business of the Council. No action shall be taken unless approved by a majority vote of the membership voting, except for certain matters as provided in the Illinois School Code, this Agreement or the policies adopted hereunder.
- G. The Administrative Council shall:
  - (1) Review and approve the budget of the System and the Kankakee Area Career Center in accordance with Illinois law;
  - (2) Determine all charges to member and non-member districts;

- (3) Approve admission of new member districts by a two-thirds (2/3) vote; and
- (4) Petition for the removal of a member district, when necessary and approved by a two-thirds (2/3) vote of the boards of education of the remaining member districts.

## Section 2. Administrative Staff

### 2.2.1 Director

- A. A Director of the Kankakee Area Career Center (hereinafter Career Center) and the System shall be appointed and his/her duties, responsibilities, and authority shall be defined in his/her contract of employment and as provided in this Agreement and the policies of the System.
- B. The Director shall be the chief executive officer of the Career Center and the System. As such, he/she shall have complete oversight of the Career Center and the System and shall be responsible to the Executive Committee for the efficient operation of the Career Center and the System in all its divisions and shall report directly to the Executive Committee.
- C. The Director will file a budget as approved by the Administrative Council and will make such other reports and perform such other duties as may be required by law or as assigned to him/her by the Executive Committee and/or Administrative Council.

### 2.2.2 Principal

- A. A Principal of the Career Center shall be employed and his/her duties and responsibilities shall be assigned by the Director.

### 2.2.3 Instruction

- A. Instructors at the Career Center shall perform all duties assigned by the Director in cooperation with the Principal.
- B. Duties of any other instructor will be the responsibility of the member district at whose facility that instructor teaches.

## Section 3. Advisory Committees

### 2.3.1 General Advisory Committee



- A. The General Advisory Committee shall consist of representatives from the industries, Chambers of Commerce, Federation of Labor, and farm and professional groups located within the geographical area of the member districts. Members will be appointed to serve a three (3) year term, and first appointments will be staggered so there are always experienced members left on the committee. The General Advisory Committee shall elect a Chairperson and Secretary from the committee who shall serve for a term of one year. The Chairperson and Secretary shall perform the functions customarily assigned to their respective offices. The organizational meeting for the Advisory Committee shall be held in the month of April.
- B. The function of the General Advisory Committee will be to serve in an advisory capacity to the Executive Committee and the Director. The General Advisory Committee will provide the necessary communicating link between the System and the community by monitoring, determining, and advising on the interests and specific needs within the community in the area of vocational, career and technical training.

#### 2.3.2 Occupational Program Advisory Committees

- A. An Occupational Program Advisory Committee, consisting of five to ten members, may be appointed in each of the following areas: Agriculture, **Family & Consumer Science**, Business/Marketing, Health, and Industrial Occupations.
- B. Instructors are ex-officio members of the committees of their respective areas of vocational, career, and technical training.
- C. Each member district may appoint one (1) non-educator to each Occupational Program Advisory Committee.
- D. The Occupational Program Advisory Committees will operate according to the policies and procedures adopted by the Executive Committee.

## **ARTICLE III – PROGRAM**

### Section 1. Programs and Services

- 3.1.1 Except as otherwise provided herein, programs and services will be determined by the Executive Committee, the Director, and/or a member district offering an approved shared or local course.
- 3.1.2 Each program will be established to meet the needs of students within the region. Selection of programs will be based upon local needs, student interests, employment data, and appropriate governmental agency information.
- 3.1.3 Programs included in the System should include the following elements:
  - A. A well-defined sequence of course offerings leading to accomplishment of one or more career or technical education goals.
  - B. Specific course descriptions with information on related skills courses where appropriate.
  - C. Quality instruction, equipment and facilities.

### Section 2. Approved Local and Shared Courses

- 3.2.1 Courses approved by the Executive Committee to serve students from two or more member districts shall be referred to as shared courses. Courses approved by the Executive Committee to serve students from only one member district shall be referred to as a local course. The district offering an approved shared or local course will determine the requirements of student participation in that course.
- 3.2.2 Each district offering an approved shared or local course shall be responsible for incorporating System employer validated job tasks into curricular offerings.

### Section 3. Kankakee Area Career Center (KACC)

- 3.3.1 The Kankakee Area Career Center, in conjunction with shared courses and local courses, if any, shall be the primary deliverer of career and technical education services to the population served by the System and its member districts. These services include, but are not limited to: the offering of courses and/or sequences of courses in various areas of vocational, career or technical education; coordination between courses offered by the Career Center and shared and local courses; coordination between courses offered by the Career Center and

Kankakee Community College; guidance and counseling; internships and on-the-job training; and support services as required by State and/or federal law.

#### Section 4. Private or Parochial School Students

- 3.4.1 To be eligible for participation in a System program, a private or parochial school student must first document legal residence within one of the member districts. To be enrolled at the Kankakee Area Career Center, an eligible private or parochial student must apply for enrollment as a part-time student at the member district within which he/she resides. If the member district approves enrollment of the student, then the member district becomes responsible for tuition and other approved costs, as well as the beneficiary of reimbursement, resulting from private school student's enrollment. Under these circumstances, the private or parochial school assumes no responsibility for any portion of the System costs associated with that student's enrollment.

#### Section 5. Level of Participation

- 3.5.1 In order to provide for the effective administration for staff employment and budget matters, each member district will present to the Director a student enrollment projection on or before February 1 of each year. This projection shall state the minimum level of expected student enrollment within each System program for the following year.

#### Section 6. Program Management

- 3.6.1 The Director shall, with the advice and consent of the Executive Committee, manage the various portions of the System programs including:
- A. Staffing
  - B. Curriculum development
  - C. Program coordination
  - D. Instructional evaluation
  - E. Management of facility, equipment and supplies
  - F. Insurance on and maintenance of equipment

- 3.6.2 The Director shall coordinate, direct and assist in making arrangements for establishing, scheduling, conducting and evaluating System programs and services.

### Section 7. Staffing

- 3.7.1 System central, instruction and support staff are hired by the Executive Committee upon the recommendation of the Director. System staff perform System functions which benefit all member districts and are paid from System funds.
- 3.7.2 Instructional and support staff for a shared or local course are employees of the member district that assigns to them their functions and duties with regard to that course and are paid by that member district.

## **ARTICLE IV – HOUSING**

### Section 1. Program Sites

- 4.1.1 The Executive Committee, with the assistance of the Director, will determine sites for the System programs, keeping maximum accessibility and efficiency as major determinants in the selection process.
- 4.1.2 Member districts may elect to utilize applicable provisions of the Illinois School Code including, but not limited to, Sections 10-22.31b, 17-2.4 and 19-30, to acquire, establish, remodel and/or maintain equipment and buildings for System programs.
- 4.1.3 Recommendations concerning the location of System courses which are not to be offered at the Career Center will be made by the member districts involved. Such recommendations will be based on criteria established by this Agreement and the policies and bylaws adopted hereunder.

### Section 2. Official Office

- 4.2.1 The System's official office shall be that of the Kankakee Area Career Center. In the event the System ceases to act as its own administrative district, the official office shall be that of the Regional Superintendent of the I-KAN Regional Office of Education.

## **ARTICLE V – FINANCE**

### Section 1. Budget

- 5.1.1 A tentative budget of proposed revenue and expenditures for the following school year shall be prepared by the Director and presented to the Executive Committee for its consideration at its regular meeting in April. The Executive Committee shall approve the final tentative budget at its regular meeting in May. The Administrative Council shall review the final tentative budget at its regular meeting in May. After public hearing and inspection, a final budget shall be presented for approval by the Administrative Council at its regular meeting in August.
- 5.1.2 The budget shall cover the following:
- A. Administrative cost
  - B. Operating cost
  - C. Personnel cost
  - D. Capital cost
  - E. Revenue

### Section 2. Procedures for Financing Joint Agreement

- 5.2.1 Member districts shall be responsible for the expenses of operating the Kankakee Area Career Center. Each member district shall pay the Kankakee Area Career Center such sums of money on a tuition basis as computed from the operational expenses incurred each year. One-half of such sums are due on October 1 and one-half on February 1 of each school year.

Each member district shall record its payment to the Career Center as Tuition Paid in the appropriate account as specified by the Illinois State Accounting Manual. The Career Center shall record the monies received from member districts as Tuition Received in the appropriate account as specified by the Illinois State Accounting Manual.

- 5.2.2 In addition to tuition, each member district shall be assessed a flat fee to cover heating, utilities, maintenance, insurance, and one custodian's salary. Such fee shall be computed on a percentage basis, one-half based on the previous year's tax

valuation and one-half based on the previous year's sophomore and junior enrollment, taken from the Fall Housing Report.

- 5.2.3 In the event any special assessments are needed to fulfill the operation of the System, the formula outlined in Section 5.2.2 shall be used.
- 5.2.4 An annual audit shall be conducted in accordance with Section 3-15.1 of the Illinois School Code as amended.
- 5.2.5 During the month of July, when all accounts of the prior fiscal year have been closed and audited, adjustments will be made for over- or under-payments.
- 5.2.6 Accounting procedures shall conform to the directives of the Illinois State Board of Education.
- 5.2.7 The Regional Superintendent shall maintain accounts of the System's operational expenses and shall make these available to the Executive Committee on a monthly basis.
- 5.2.8 The costs of shared courses will be paid by the participating member districts as mutually agreed upon. Cost-sharing agreements will be reviewed by the Director and approved by the Executive Committee.
- 5.2.9 Charges to Non-Members
  - A. Charges to non-member school districts and other governmental bodies for education and training services provided by the Career Center or the System shall be established by the **Executive Committee** in accordance with the provisions of the Illinois School Code, but in no case shall such charges be less than those charges to member districts.
  - B. Charges to non-members for separate programs designed to meet the needs of the non-member shall be determined on a case-by-case basis by the **Executive Committee**.

## ARTICLE VI – TRANSPORTATION

### Section 1. Transportation

- 6.1.1 Transportation of students to program sites will be the responsibility of the respective member districts and not the responsibility of the System.

- 6.1.2 Member districts may enter into separate agreements to facilitate the economical and efficient transportation of students. However, the administration of and costs associated with those transportation agreements will be independent of and separate from the requirements of this Agreement and the administrative responsibilities of the System.

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

### Section 1. Termination

- 7.1.1 Notice of termination of this Agreement must be presented to the Illinois State Board of Education and to all member districts' boards of education not less than one (1) full school year prior to termination. Upon approval by each board of education of the member districts, this Agreement shall terminate on the date specified.
- 7.1.2 Upon termination, System assets shall be distributed in cash or in kind in accordance with each member district's vested interest in the collective or individual assets.
- 7.1.3 Upon termination, any site, facility or equipment purchased by a member district will remain the property of that district.
- 7.1.4 Prior to the effective date of the termination of this Agreement and as a condition to said termination, each member district shall satisfy its share of any debt obligation incurred by the System while this Agreement was in full force and effect.

### Section 2. Withdrawals

- 7.2.1 A member district may petition for withdrawal from the System not less than one (1) full school year prior to the proposed withdrawal date. The petition shall be submitted to the Regional Board of School Trustees of the I-KAN Regional Office of Education in accordance with the provisions of Section 10-22.31a of the Illinois School Code and shall be acted upon in the manner provided in Article 7 of the Illinois School Code. The Illinois State Board of Education shall also be notified of the filing of the petition for withdrawal and of final action on said petition.
- 7.2.2 Upon withdrawal of a member district, the value of its share of the instructional equipment owned by the System will be determined by the Executive Committee and credited to the liability of that district for its share of the System-owned instructional equipment, taking into account depreciation of said equipment. No

part of the cost of the System's buildings or grounds shall be credited or reimbursed to a withdrawn district.

- 7.2.3 Upon withdrawal, any site, facility or equipment purchased by a member district will remain the property of that district.
- 7.2.4 Prior to the withdrawal of a member district, said district shall satisfy its share of any debt obligation incurred by the System while it was a member **whether or not such debt obligation was incurred prior or subsequent to the adoption**. Notwithstanding the withdrawal of a member district, the remaining member districts shall remain obligated to pay any outstanding amounts on said debt obligations as they become due and payable.

### Section 3. Removal

- 7.3.1 A member district that fails to abide by the provisions of this Agreement is subject to removal. A petition for removal shall be approved by a two-thirds (2/3) vote of the boards of education of the other member districts. The petition for removal will then be filed by the Administrative Council with the Regional Board of School Trustees of the I-KAN Regional Office of Education at least one (1) full school year prior to the proposed removal date. The Illinois State Board of Education shall be notified of the filing of the petition. The petition shall be acted upon in the manner provided in Article 7 of the Illinois School Code. Notification of final action shall be provided to the Illinois State Board of Education upon removal of a member district.
- 7.3.2 Upon removal of a member district, the value of its share of the instructional equipment owned by the System will be determined by the Executive Committee and credited to the liability of that district for its share of the System-owned instructional equipment, taking into account depreciation of said equipment. No part of the cost of the System's buildings or grounds shall be credited or reimbursed to a removed district.
- 7.3.3 Prior to the removal of a member district, said district shall satisfy its share of any debt obligation incurred by the System while it was a member. Notwithstanding the removal of a member district, the remaining member districts shall remain obligated to pay any outstanding amounts on said debt obligations as they become due and payable.



## **ARTICLE VIII – AMENDMENTS**

### Section 1. Amendments

- 8.1.1 This Agreement may be amended upon the recommendations of the Executive Committee and the Administrative Council and by resolutions adopted by the boards of education of each member district. An amendment will take effect upon ratification by the last member district, unless provided otherwise.
- 8.1.2 A copy of the amended Joint Agreement shall be submitted to the Illinois State Board of Education.

## **ARTICLE IX – RATIFICATION OF AGREEMENT**

Ratification will take place by vote of the individual boards of education of member districts. The action of each board of education will be effective when all member districts' boards of education have ratified this Agreement. This Agreement will take effect on May 13, 2004 or upon the date of ratification by all districts, whichever occurs last.