INTERGOVERNMENTAL AGREEMENT BETWEEN PARTICIPATING DISTRICTS FOR THE EASTERN ILLINOIS EDUCATION FOR EMPLOYMENT SYSTEM 340

This Intergovernmental Agreement is executed pursuant to the provision of the Intergovernmental Cooperation Clause of the Illinois Constitution (Ill. Const. 1970, Art. VII, Sect. 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 Definitions

"ADMINISTRATIVE AND FISCAL AGENT" shall be the entity selected to act as the legal and fiscal agent for the SYSTEM.

"BOARD OF CONTROL" shall mean a group (Superintendent/designee) regularly attending meetings who are committed to the success of Career and Technical Education programs.

"CAREER AND TECHNICAL EDUCATION SYSTEM" or "CTE SYSTEM" means a State-approved consortium of entities that have a board of control, a System Director, and an intergovernmental agreement, which makes them eligible to receive funding.

"FISCAL YEAR" is from July 1 to June 30 of the following year.

"ISBE" shall mean the Illinois State Board of Education.

"LOCAL APPLICATION" means an application submitted to the State Board by an eligible recipient that is: aligned to the local needs assessment of participating districts and the comprehensive local needs assessment; outlines goals and strategies to support Programs and programs of study; and contains all requirements outlined in Strengthening Career and Technical Education for the 21st Century Act (Perkins V).

"LOCAL OR REGIONAL ADVISORY COMMITTEE" refers to a group of stakeholders that may include representatives from a local business or industry, university and community college representatives, CTE educators from K-12 Programs and CTE teaching faculty from postsecondary programs, CTE staff, and representatives from local trade unions. The committee shall advise the institution on the development, implementation, and evaluation of programs to ensure programs are tailored to meet the workforce requirements of the community while addressing student needs.

"MEMBER" shall refer to the public school districts subject to this AGREEMENT.

"PROGRAM" shall refer to a state approved CTE Program.

"SYSTEM" or "EIEFES" shall mean the Eastern Illinois Education for Employment System, EFE 340, a Career and Technical Education System or CTE System.

Section 1.2 Name

The MEMBERS hereby establish an Intergovernmental Agreement which shall be known as the Eastern Illinois Education for Employment System, EFE 340, hereinafter referred to as "SYSTEM" or "EIEFES".

Section 1.3 Purpose

The purpose of this SYSTEM is to ensure that CTE programs and services are provided to regional youth through an integrated delivery system that makes effective and efficient use of public schools, area career and technical centers, regional education centers, postsecondary institutions, and the employment sector.

Section 1.4 Membership

1.4.1 Membership in this SYSTEM shall be made up of the following school districts:

Arcola Community Unit School District 306
Arthur Lovington Atwood Hammond Community Unit School District 305
Beecher City Community Unit School District 20
Casey-Westfield Community Unit School District 4C
Charleston Community Unit School District 1
Cowden-Herrick Community Unit School District 3A
Cumberland Community Unit School District 77
Dieterich Community Unit School District 30
Edgar County Community Unit School District 6
Effingham Community Unit School District 40
Kansas Community Unit School District 3
Marshall Community Unit School District 2C
Martinsville Community Unit School District 3C
Mattoon Community Unit School District 2
Neoga Community Unit School District 3
Oakland Community Unit School District 5
Okaw Valley Community Unit School District 302
Paris Community Unit School District 4
Paris Union School District 95
Shelbyville Community Unit School District 4
Shiloh School District 2
Stewardson-Strasburg Community Unit School District 5A
Sullivan Community Unit School District 300
Teutopolis Community Unit School District 50
Windsor Community Unit School District 1

1.4.2 Membership in this Intergovernmental Agreement shall be extended to public school districts within and adjacent to the SYSTEM region for the Counties of Clark, Coles, Cumberland, Douglas, Edgar, Effingham, Moultrie, and Shelby and which also meet all applicable state and federal laws, rules, and regulations.

1.4.3 A public school district seeking to join the SYSTEM after its initial formation date of July 1, 1986 must submit an application to the BOARD OF CONTROL, before September 1 of a given year, prior to becoming a MEMBER in the subsequent Fiscal Year. If approved, Membership would become effective the following July 1. A school district may be admitted as a Member only upon recommendation by a 2/3 vote of the BOARD OF CONTROL during a regular meeting and approval by 2/3 of the current MEMBER boards of education and the board of education of the school district seeking Membership. A school district seeking Membership must also meet the following conditions:

a. A new Member shall agree to be bound by the terms of this AGREEMENT.
b. A new Member shall execute an Intergovernmental Agreement Resolution, as provided in Appendix B, which is attached hereto and incorporated herein by reference.
c. A new Member shall pay any assessment established by the BOARD including, but not limited to, a fair and equitable assessment for previous program development expenses.

1.4.4 This Agreement shall continue in force for all MEMBERS for subsequent years, unless a MEMBER'S participation terminates in accordance with the following procedures:

a. Withdrawal. Members may withdraw from participating in the SYSTEM effective as of the end of the last day of any fiscal year. To withdraw, a MEMBER must give written notice to the BOARD OF CONTROL and ISBE of its intention to withdraw. This written notice must be given

no later than twelve (12) months on or before July 1 preceding the beginning of the fiscal year (July 1) in which they plan to withdraw. If a MEMBER gives written notice of withdrawal, that MEMBER is to continue participation and financial obligation until the effective date of the withdrawal. If a district withdraws, all of the assets purchased by the SYSTEM remains with the SYSTEM.

b. Termination. The BOARD OF CONTROL of the SYSTEM may terminate the Membership of any MEMBER for substantial deviation from the provisions of this AGREEMENT. A proposal to terminate a MEMBER's Membership must be initially approved by a 2/3 vote of BOARD OF CONTROL. After an initial vote by the BOARD OF CONTROL approving a proposal to terminate Membership, the BOARD OF CONTROL shall notify the MEMBER for which it is proposing termination, and all other MEMBERS, of such proposed termination. The MEMBER for which termination is proposed may request an informal hearing before the BOARD OF CONTROL. Subsequent to any such hearing, the BOARD OF CONTROL will take a final vote. Termination must then be approved by an affirmative vote of 2/3 of the BOARD OF CONTROL. The BOARD OF CONTROL shall provide notice to ISBE and all MEMBERS of final action to terminate a MEMBER at least twelve (12) months prior to the date on which the termination is to become effective. Termination of Membership shall become effective on June 30. The decision of the BOARD OF CONTROL shall be final. If a district is terminated, any assets purchased by the SYSTEM remains with the SYSTEM.

c. Payment on Withdrawal or Termination. Withdrawn and terminated MEMBERS shall continue to be liable for their prorated share of program costs for the period during which they were a MEMBER. Withdrawing and terminating MEMBERS shall forfeit any interest in SYSTEM assets (funds or property) unless the terms of a related grant provide otherwise.

1.4.5 Membership Rights.
Nothing in this AGREEMENT shall prevent a MEMBER from maintaining programs/courses separate from the SYSTEM. It is recognized that MEMBERS may offer programs/courses not included as part of the SYSTEM; such programs/courses are not subject to the terms of this AGREEMENT.

1.4.6 Membership Responsibilities.
MEMBERS shall promptly and completely submit all required grant documentation including grant application, local needs assessment, and accurate and timely fiscal documentation of grant expenses.

1.4.7 Membership Participation Assurances.
Information on participating in this AGREEMENT is posted on the SYSTEM Website. Public school districts or area career centers within the region can request a copy of the AGREEMENT outlining the terms of becoming a new MEMBER.

Section 1.5 Equal Employment and Non-Discrimination
The SYSTEM and all MEMBERS shall comply with all applicable federal and state laws pertaining to nondiscrimination in employment. The SYSTEM shall not discriminate against any employee or any student because of race, sex, color, religion, national origin, ancestry, disability or other legally protected categories in its programs or activities.

Article II – ORGANIZATION AND OPERATION

Section 2.1 Governance
2.1.1 Administrative and Fiscal Agent

The BOARD OF CONTROL will designate the ADMINISTRATIVE AND FISCAL AGENT for the SYSTEM. The REGIONAL OFFICE OF EDUCATION #11 is initially designated as the ADMINISTRATIVE AND FISCAL AGENT.

2.1.2 Changing of Administrative and Fiscal Agent

a. The designation of the ADMINISTRATIVE AND FISCAL AGENT under this AGREEMENT may be changed or altered by the BOARD OF CONTROL upon approval of two-thirds (2/3) of the MEMBERS at a regular meeting. Notification of any change of designation of the ADMINISTRATIVE AND FISCAL AGENT must occur prior to March 31 in order to be effective for the next fiscal year. After a vote to change the ADMINISTRATIVE AND FISCAL AGENT, MEMBERS and the prior and new ADMINISTRATIVE AND FISCAL AGENT may agree by stipulation to accelerate or postpone the effective date of change. A vote to change the ADMINISTRATIVE AND FISCAL AGENT of this AGREEMENT shall not be considered as an amendment to this AGREEMENT pursuant to Section 8.1 and shall be subject only to the provisions of this section.

b. The ADMINISTRATIVE AND FISCAL AGENT shall have the right to withdraw from that capacity at the end of any fiscal year provided that notice is given to the BOARD OF CONTROL by January 1st of that fiscal year. Such notice would cause the BOARD OF CONTROL to select and recommend a new ADMINISTRATIVE AND FISCAL AGENT for approval by two-thirds (2/3) of the MEMBERS at a regular meeting as indicated in Article II Section 2.1.2 a.

2.1.3 Services Provided by Administrative and Fiscal Agent

a. Said ADMINISTRATIVE AND FISCAL AGENT shall be the operating agent for purposes of positive legal identity required to execute the program in accordance with applicable state and federal laws, rules, and regulations.

b. The Superintendent of the ADMINISTRATIVE AND FISCAL AGENT shall be the chairperson of the BOARD OF CONTROL. The chairperson of the BOARD shall perform all of the functions customarily inherent in a presiding officer.

Section 2.2 <u>Boards of Education</u>

The SYSTEM is to be governed by the MEMBERS as set forth in this AGREEMENT. Decisions of the MEMBERS related to participation in the SYSTEM shall be in compliance with all applicable laws and all lawful, valid and applicable rules and regulations of the State of Illinois.

Section 2.3 <u>Board of Control</u>

2.3.1 Board of Control Membership

The BOARD OF CONTROL shall be composed of each superintendent and/or designated representative from each MEMBER district, with each having one vote, a non-voting representative of the ADMINISTRATIVE AND FISCAL AGENT who will serve as Chairperson, and any ex-officio members as identified by the BOARD OF CONTROL. Voting alternates may be designated in writing to attend in the absence of the designated representative and provided to the Chairperson.

2.3.2 Board of Control Meetings

The BOARD OF CONTROL shall hold regular meetings and special meetings at the call of the Chairperson or any five MEMBERS. Notice of special meetings shall reach all MEMBERS at least 48 hours prior to the meeting. Such notice shall contain time, place, and purpose of the meeting. Emergency meetings may be called in accordance with the Illinois *Open Meetings Act*, 5 ILCS 120/1 et seq. Notice of all such meetings shall be in accordance with said Act. The BOARD OF CONTROL shall use as a guide for its meetings Robert's Rules of Parliamentary Procedures.

2.3.3 Board of Control Chairperson

The Superintendent of the ADMINISTRATIVE AND FISCAL AGENT shall be the chairperson of the BOARD OF CONTROL. The chairperson of the BOARD shall perform all of the functions customarily inherent in a presiding officer.

2.3.4 Board of Control Secretary

The BOARD OF CONTROL shall appoint a Secretary from among its MEMBERS, who shall serve for a term of one year. The Secretary shall take office on July 1st of that year. The Secretary shall be responsible for the recording of the BOARD'S minutes and shall perform all other functions customarily inherent in the offices of a secretary. The Secretary will act as Chairperson Pro-tempore in the absence of the Chairperson.

2.3.5 Board of Control Standing Committees

The Chairperson or the BOARD OF CONTROL may establish Standing Committees and other Advisory Committees as deemed necessary or as outlined in Board Policy.

2.3.6 Board of Control Quorum

A quorum of the BOARD OF CONTROL shall be a majority of voting MEMBERS. All resolutions and motions shall require a majority of the votes cast for passage.

2.3.7 Powers of the Board of Control

The BOARD OF CONTROL shall:

1. Review and approve annual budgets and financial matters of the System.
2. Adopt procedures and policies for the operation of the System.
3. Recommend and approve amendments to this AGREEMENT by the MEMBERS pursuant to Article VIII.
4. Employ staff and engage in collaborative discussion regarding performance of System Director (Section 2.4) to improve regional operation.
5. Assess and evaluate the SYSTEM, including directing the completion of applicable needs assessments necessary to meet the requirements of *Ill. Admin. Code title 23, §256.210* ("Part 256") and Strengthening Career and Technical Education for the 21st Century Act.
6. Perform any other functions designated elsewhere in this AGREEMENT.
7. Establish and define the authority of standing and ad hoc committees as appropriate.

Section 2.4 <u>System Director</u>

The Eastern Illinois Education for Employment System, System Director ("System Director") will be selected by the BOARD OF CONTROL. The System Director will be employed by the SYSTEM. The System Director shall:

1. Be responsible for the operation of the SYSTEM and will carry out the policies of the BOARD OF CONTROL and report directly to the BOARD OF CONTROL.
2. Fulfill all grant responsibilities outlined in the Assurance Pages of approved ISBE grant applications on behalf of the SYSTEM.
3. Approve the implementation of CTE Programs following the guidelines set forth by ISBE.
4. Ensure the completion of applicable needs assessments necessary to meet the requirements of Part 256 and Strengthening Career and Technical Education for the 21st Century Act (Perkins V).
5. File and implement a budget as approved by the BOARD OF CONTROL and will make such other reports and perform other duties as may be required or assigned by Board Policy.
6. Maintain adequate records to support all claims for reimbursement by ISBE and other grantors and make such records accessible to the SYSTEM upon request and also for audit by state and federal authorities as required by ISBE Rules Part 254 and other regulations applicable to grant funds.

Section 2.5 Committee Structure
In addition to standing BOARD committees consisting of a Finance Committee and Policy Committee, the BOARD OF CONTROL shall establish those committees as may be necessary from time to time to accomplish the purposes of this AGREEMENT. LOCAL OR REGIONAL ADVISORY COMMITTEES may:

1. Be composed of representatives from the education community, the general public, labor, employer groups, and students.
2. Advise the BOARD regarding the planning and operation of the SYSTEM programs and services.
3. Organize themselves as directed by the BOARD.

Section 2.6 Risk of Loss and Hold Harmless
Hold Harmless. It is agreed that the SYSTEM and each MEMBER under this AGREEMENT shall indemnify and hold harmless any MEMBER from any claims, counterclaims or liabilities which are made during the time when such MEMBER is acting as the ADMINISTRATIVE AND FISCAL AGENT as provided in this AGREEMENT, when such claims are brought against said ADMINISTRATIVE AND FISCAL AGENT in its capacity as the ADMINISTRATIVE AND FISCAL AGENT for this AGREEMENT. This clause shall apply only to claims arising from or attributable to the actions of the ADMINISTRATIVE AND FISCAL AGENT in that capacity, and shall not apply to claims for which a MEMBER is to bear the risk of loss under the paragraph below.

Risk of Loss. Each MEMBER shall bear the sole liability for the entire risk of loss from personal injury, or damage, theft, or destruction of district property arising from classes or activities conducted under the terms of this AGREEMENT on premises owned, leased or operated by the MEMBER, and the MEMBER shall not look to EIEFES, the ADMINISTRATIVE AND FISCAL AGENT, or any other MEMBER for indemnification or reimbursement for payments made as a result of such losses.

Section 2.7 SYSTEM Employees
In addition to the System Director, the BOARD OF CONTROL may employ those personnel as may be required to achieve the purposes and goals of the SYSTEM. The duties, responsibilities and authority of employees shall be set forth in policy. All other SYSTEM employees employed by the BOARD will be supervised by the System Director.

Section 2.8 Administrative Structure
The Administrative Structure of the SYSTEM is provided as Appendix A.

Article III – PROGRAMS AND SERVICES

Section 3.1 Purpose and Scope
3.1.1 The SYSTEM's programs and services shall provide the skills and knowledge necessary for life-long career success for regional students by developing the academic knowledge and technical and employment skills of secondary education students who elect to enroll in CTE Programs.

3.1.2 All Programs offered by the SYSTEM, or by MEMBERS for which reimbursement is sought shall go through the ISBE's approval process and shall meet all applicable state requirements including those of the Strengthening Career and Technical Education for the 21st Century Act (Perkins V).

Section 3.2 Programs and Services
Programs and services offered will be determined by the BOARD upon recommendation of the System Director. Such recommendations will be made after appropriate planning and evaluation.
3.2.1 Regional Programs. Special high cost/low incidence programs may be developed, operated and offered to MEMBERS if approved by the BOARD. Regional Programs may include programs supported in part by

other partnering organizations and programs offered by post-secondary institutions in cooperation with the SYSTEM.

3.2.2 Shared Programs. Two or more MEMBERS or institutions may collaborate to offer programs according to terms of existing or newly developed agreements. Shared programs who meet ISBE approved program guidelines as part of the Local Application may receive grant support.

3.2.3 Approved Local Programs. Programs offered by individual MEMBERS who meet ISBE approved program guidelines and are a part of the Local Application shall receive grant support.

3.2.4 Independent Programs. Individual MEMBERS reserve the right to offer program/courses that do not meet ISBE approved program guidelines and are not part of the Local Application. These independent programs are not eligible for grant support.

Section 3.3 Equitable Access

The SYSTEM recognizes the importance of equity, diversity, and inclusion throughout all aspects of a student's educational experience. 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, create opportunities for work-based learning and ensure access to high quality programming.

ARTICLE IV – HOUSING

Section 4.1 Program Sites

4.1.1 The BOARD shall determine sites for shared 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 Act,* 105 ILCS 5/1, et. seq., including, but not limited to, Sections 10-22.31a, 10-22.31b, 17-2.4 and 19-30, to acquire, establish, remodel and/or maintain sites, equipment, and building for programs under the SYSTEM.

ARTICLE V - FINANCE

Section 5.1 Organization

5.1.1 A Finance Committee will be appointed by the CHAIR to address financial matters.

5.1.2 The SYSTEM will assume responsibility for implementation of approved financial arrangements and procedures for receiving and disbursing all income credited to the SYSTEM. The SYSTEM may, as necessary to cover approved administrative costs prior to scheduled receipts of income, receive advanced funds from one or more MEMBERS. Any such advance shall be returned to the appropriate district(s) promptly upon receipt of SYSTEM income. The Finance Committee shall advise the SYSTEM prior to any request for advancement.

Section 5.2 Administrative Cost

5.2.1 Administrative costs shall be defined as the funds necessary to employ and support SYSTEM staff who are hired by the BOARD to perform centralized functions which benefit all MEMBERS.

a. Administrative costs may include the salary, travel and benefits of the System Director and the cost of any additional SYSTEM staff, supplies, printing, equipment, maintenance, facility charges, and other costs associated with operation of the SYSTEM administrative functions which have been budgeted and approved by the BOARD.

b. Administrative costs may be assessed and disseminated to each MEMBER if administrative costs exceed amounts allowed by grant guidelines or are not covered through other sources.

c. In the event of actual or projected income shortfalls and deficits, assessments shall be made to balance the budget. Such assessments will be determined by percentage of grades 9-12 enrollment of each district to the total enrollment for those grades of the MEMBER districts and as determined by the BOARD.

d. Other non-member institutions desiring to participate in programs may be assessed an equitable Administrative Fee as determined by the BOARD.

Section 5.3 Capital Costs

5.3.1 SYSTEM and MEMBER equipment purchases shall follow the guidelines described by the ISBE Funding and Disbursements Services Division.

5.3.2 Equipment purchased by MEMBERS with SYSTEM grant funds remains the property of the SYSTEM and cannot be disposed of or transferred without prior approval from the System Director in accordance with the SYSTEM equipment policies and the ISBE Funding and Disbursements Services Division.

5.3.3 The cost of acquiring, building, remodeling and maintaining site(s) will be determined by the BOARD upon recommendations through Finance Committee.

Section 5.4 Tuition Costs

5.4.1 All per student program tuition costs shall be considered as non-administrative costs and noncapital outlay. Tuition billing for the entire school year shall be approved by the BOARD.

5.4.2 Any MEMBER districts housing equipment shall provide for the maintenance, insurance and liability of that equipment. These costs can be included in tuition cost to the proportion that the equipment is used in programs which share students from more than one district.

Section 5.5 Failure to Meet Obligations

Failure of a district to meet its financial obligations within 60 days from billing may be referred to the Finance Committee and BOARD of CONTROL to collect any monies owed or other action.

Section 5.6 Distribution of CTE Funds

5.6.1 CTE Funds received by the SYSTEM shall be distributed to MEMBERS through the SYSTEM by application annually. The BOARD may determine the amount of funds to be withheld from State Board of Education reimbursements for administrative or other costs, based on recommendation from the Finance Committee.

5.6.2 State funds are used to support regional activities and are allocated to MEMBERS based upon the units of credit generated by their students. Federal funds are used to support regional activities and are distributed to MEMBERS through an application process.

5.6.3 The SYSTEM shall follow all applicable guidance provided by ISBE and concerning the calculation and distribution of funding to MEMBERS.

5.6.4 Other special revenue may be distributed and used in accordance with the guidance related to those funds and are subject to approval of the BOARD.

Section 5.7 External Funds

Contributions from individuals, private businesses, governmental, and foundation sources for the benefit of the SYSTEM will be made to the SYSTEM for the use of the program designated by the donor, subject to approval by the BOARD.

Section 5.8 Charges to Non-members
Charges to non-member school districts, individuals, and other governmental bodies for educational and training services provided by the SYSTEM will be established by the Finance Committee and approved by the BOARD. In no case will such charges be less than those made by MEMBER districts.

Section 5.9 Other Provisions
5.9.1 All MEMBERS will fully assume their respective financial obligations, without the imposition of financial responsibility or liability of any one MEMBER district upon any other MEMBER district. Each MEMBER district will promptly do all things necessary to legally commit the MEMBER district to the timely payment of its prorated financial costs with respect to legal financial obligations.

5.9.2 Accounting procedures will conform to all applicable rules and regulations of the Illinois State Board of Education.

5.9.3 A minimum of one audit per year will be conducted in accordance with Section 3-15.1 of the Illinois School Code as amended.

Section 5.9 Shortfall/Deficit
The BOARD shall neither plan, adopt, or execute any budget which contemplates a deficit or shortfall. Should a deficit develop, the BOARD shall take the necessary steps to reduce expenditures to accommodate the shortfall.

ARTICLE VI – TRANSPORTATION

Section 6.1 Transportation
6.1.1 The responsibility of transportation to and from programs shall be with the district where the student is enrolled. It shall be the responsibility of each individual district to claim allowable reimbursement or any transportation costs incurred according to the ISBE.

6.1.2 Where desirable, member districts may wish to enter into agreements to facilitate an economical and efficient program for transporting students.

ARTICLE VII – MISCELLANEOUS

Section 7.1 Termination
7.1.1 In the event evaluation data indicates the SYSTEM is no longer effective in meeting its goals, the BOARD may terminate this agreement by a two-thirds (2/3) vote of the total membership of the BOARD; provided the BOARD gives written notice to the Illinois State Board of Education and the Board of Education of each member district twelve (12) months on or before July 1 preceding the beginning of the fiscal year (July) in which it plans to terminate.

7.1.2 All assets remaining after the payment of all liabilities, except grant payments from the State of Illinois or the United States Government, shall be distributed to MEMBERS in accordance with the interest vested in each asset.

Section 7.2 Limited Contractual Obligations
Except to the extent of the limited financial contribution to the SYSTEM, no MEMBER or Institution agrees by this AGREEMENT to be responsible for any claims of any kind against any other District or Institution. The MEMBER's intent in the creation of the SYSTEM is not to create among the MEMBERS any relationship, partnership, surety, indemnification or liability for the debt of or claims against another institution.

Section 7.3 Notices
Any notice required by this AGREEMENT shall be in writing and shall be deemed to have been given when deposited in the United States Post Office, postage prepaid, and properly addressed to the addressee or such other address as may be given by the MEMBERS from time to time.

Section 7.4 Validity
In the event any provision of this AGREEMENT shall be declared by a final judgement of a court of competent jurisdiction to be unlawful or unconstitutional or invalid, the lawfulness, constitutionality or validity of the remainder of this AGREEMENT shall not be deemed affected.

ARTICLE VIII – AMENDMENTS

Section 8.1 Amendment
Proposed amendments to the AGREEMENT shall be submitted to each MEMBER of the BOARD in writing prior to their consideration for adoption.

8.1.1 Any proposed amendment to this document approved by a 2/3 vote of all MEMBERS of the BOARD shall be submitted along with a resolution to each MEMBER Board of Education for ratification.

8.1.2 MEMBER Boards of Education shall act on a proposed amendment within sixty (60) days. Ratification of the amendment shall be deemed to take place when 2/3 of the MEMBER Boards of Education have voted passage. Failure of a Board of Education to act within sixty (60) days shall not be included in the vote. Any amendment shall be effective on the date stated in the amendment or, if no date is stated, on the date it is approved by ratification of the districts.

8.1.3 The addition of new MEMBERS or the termination of existing MEMBERS pursuant to Article I - General of this AGREEMENT, will be considered an amendment pursuant to this Section and shall be controlled by the procedures provided herein.

8.1.4 ISBE must be notified of any amendment made to this AGREEMENT.

ARTICLE IX – RATIFICATION OF ARTICLES OF AGREEMENT

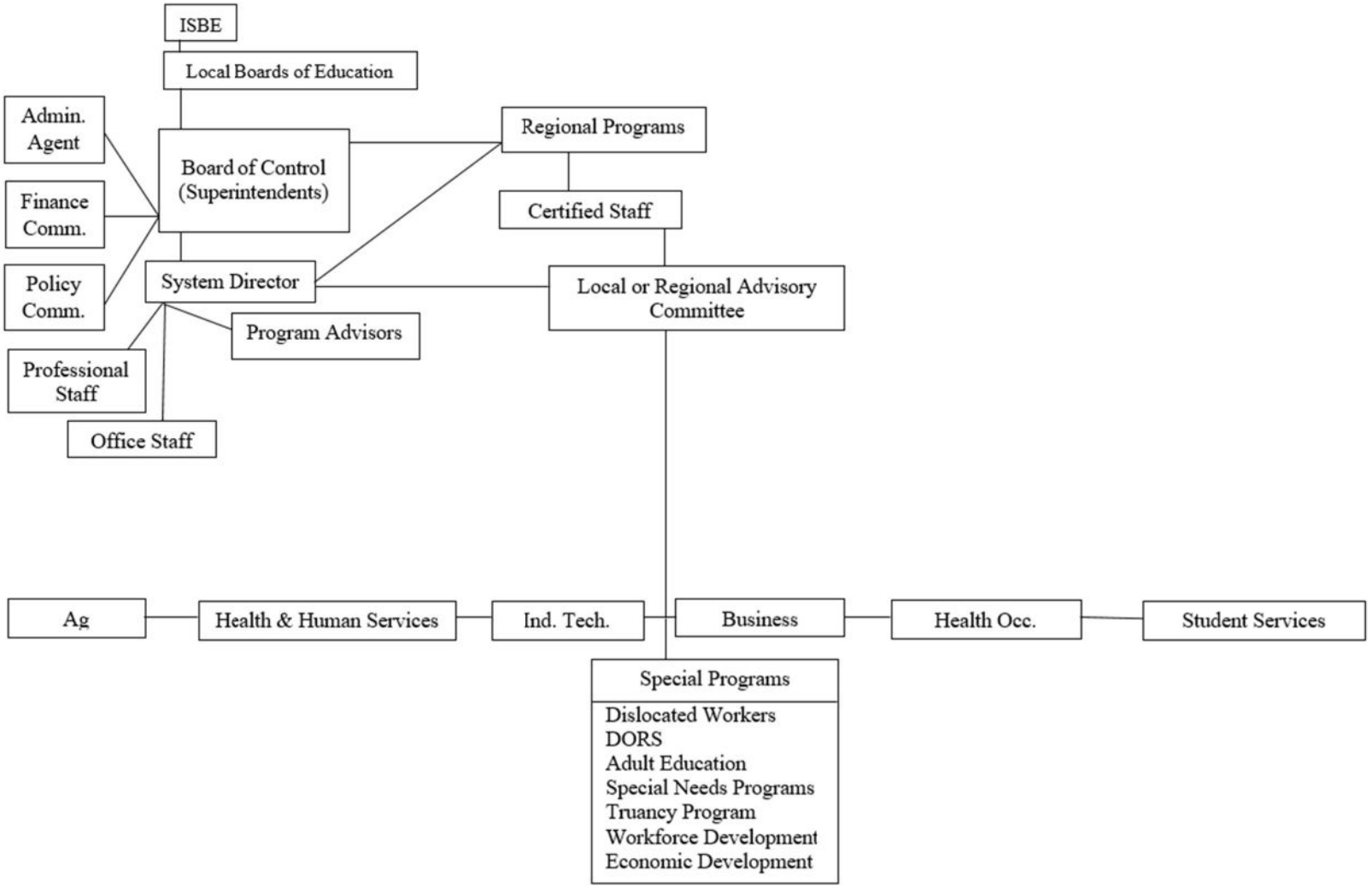
Section 9.1 Ratification
9.1.1 Ratification of this revised AGREEMENT shall take place by vote of the individual Boards of Education by executing the Intergovernmental Agreement Resolution (Appendix B)

9.1.2 Each District whose Board of Education adopts said resolution shall become a participating member of the SYSTEM effective July 1, 1986 or upon the date of direct approval whichever occurs last.

Original Adopted July 1, 1986
Revisions: November 1991
March 1994
Tentatively June 2023
Appendix A
Organizational Structure

Appendix B
Intergovernmental Agreement Resolution

Appendix A
Administrative Structure
Eastern Illinois Education for Employment System 340



APPENDIX B

EASTERN ILLINOIS EDUCATION FOR EMPLOYMENT SYSTEM 340

INTERGOVERNMENTAL AGREEMENT RESOLUTION

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

Whereas, the Illinois Constitution authorizes Intergovernmental Agreements between several school districts, through their school boards, to establish programs:

Now, therefore let it be resolved that _____,
Name of School District

No. _____, Town _____, Counties of _____,
Illinois, is authorized to enter into an Intergovernmental 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 said working agreement, copy of which is attached hereto, and made part thereof; and,

Be it further resolved that this agreement shall establish this district's participation in the Eastern Illinois Education for Employment System 340.

CERTIFICATION

I, _____, Secretary of the Board of Education of_____,
Name of School District

No. _____, Town _____, Counties of _____,
Illinois, do hereby certify that the above and foregoing is a true and correct copy of a certain resolution which was duly passed by said BOARD at its regular meeting held on the _____ day of _____ A.D., 2023.

ATTEST

_____	_____
President of the BOARD	Secretary of the BOARD
_____	_____
District Number Counties	District Number Counties
_____	_____
City State	City State