

January 2022

The Board of Education  
Glenbrook Township High School District 225

Dear Board of Education,

I am Amy Romito Kastory and I am the Executive Director of NSERVE - North Suburban Educational Region for Vocational Education.

NSERVE is one of around 50 Education for Employment Regions (EFEs) that manage state and federal grants for Career and Technical Education. NSERVE works with five school districts in north Cook County, including Glenbrook Twp. D225. NSERVE currently manages just over \$1.5 million in grant funds each year comprising the federal Perkins grant and the Illinois state CTEI grant. Of that amount, \$1.28 million is either distributed to, or utilized for the benefit of, the five school districts for their CTE programs. The funds are used for a wide variety of CTE program needs, including equipment, supplies, professional development, student workplace experiences, and more.

The federal Perkins grant was reauthorized in 2018 and became known as Perkins V. The reauthorization brought about new requirements as to how grants should be administered and managed. One of these requirements was that all EFE regions must revise and ratify the Intergovernmental Agreements (IGA) that it has with the school districts it works with. Any revisions to the IGA must be ratified by the Boards of Education of all districts in the region.

To that end, with this letter is a document with the proposed changes to the IGA for your review. On the left of the document is the current IGA, which was last ratified in 2010. The proposed revision is on the right of the document and shows all revised/additional text in bold blue type. On the far right of the document is some additional information about the rationale for the change.

This document is being presented to you, the Board of Education, in January and February 2023. At the regular February 2023 meeting, there will be an action item on your agenda that will decide if your Board of Education ratifies the proposed IGA. If you have any questions regarding the revisions, myself or my assistant, Mary Anne Brown, will be attending the January and February regular Board meetings to answer them. Any revisions made to the document will need to be presented to the other four school boards before ratification action can be taken.

Thank you for your service to your school district. NSERVE looks forward to continuing the partnership with your schools with the goal of delivering first class CTE education and opportunities to your students.

Sincerely,



Amy Romito Kastory  
Executive Director  
NSERVE - North Suburban Educational Region for Vocational Education

| Intergovernmental agreement, ratified in FY10                                                                                                                                                                                                                                                                                                                     | Proposed Intergovernmental Agreement, FY23<br>Amended text is in <b>BOLD BLUE</b>                                                                                                                                                                                                                                                                                                                                                                            | Notes on amendments              |
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| <p align="center"><b>Intergovernmental Agreement<br/>for the<br/>NORTH SUBURBAN EDUCATIONAL REGION FOR<br/>VOCATIONAL EDUCATION (NSERVE)</b></p>                                                                                                                                                                                                                  | <p align="center"><b>Intergovernmental Agreement<br/>for the<br/>NORTH SUBURBAN EDUCATIONAL REGION FOR<br/>VOCATIONAL EDUCATION (NSERVE)</b></p>                                                                                                                                                                                                                                                                                                             |                                  |
| <p>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, <u>Ill. Rev. Stat.</u>, 1985, Ch. 127 par. 741 et. Seq.</p>                                | <p>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, <u>Ill. Rev. Stat.</u>, 1985, Ch. 127 par. 741 et. Seq. <b>This Agreement was revised in 2022/23 to comply with Illinois State Board of Education and Perkins V requirements.</b></p> | <p>Explanation for revisions</p> |
| <p align="center"><b>ARTICLE I – GENERAL</b></p>                                                                                                                                                                                                                                                                                                                  | <p align="center"><b>ARTICLE I – GENERAL</b></p>                                                                                                                                                                                                                                                                                                                                                                                                             |                                  |
| <p>Section 1.1 <u>Name</u></p> <p>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.”</p>                                                                                         | <p>Section 1.1 <u>Name</u></p> <p>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.”</p>                                                                                                                                                                                    |                                  |
| <p>Section 1.2 <u>Purpose</u></p> <p>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</p> | <p>Section 1.2 <u>Purpose</u></p> <p>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</p>                                                                                                        |                                  |

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| <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                          |
| <p>Section 1.3 <u>Membership</u></p> <p>1.3.1. <u>Members</u> – Membership in this Agreement shall be intended initially to the following public school districts:</p> <p>Evanston Township High School District 202<br/> New Trier Township High School District 203<br/> Maine Township High School District 207<br/> Niles Township High School District 219<br/> Northfield Township High School District 225</p> <p>1.3.2 <u>Terms of Agreement</u> – This Agreement shall begin on July 1, 1988, and continue until terminated in accordance with Article VII of this Agreement.</p> <p>1.3.3 <u>Acceptance of New Members</u> – 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.</p> | <p>Section 1.3 <u>Membership</u></p> <p>1.3.1. <u>Members</u> – Membership in this Agreement shall be intended initially to the following public school districts:</p> <p>Evanston Township High School District 202<br/> New Trier Township High School District 203<br/> Maine Township High School District 207<br/> Niles Township High School District 219<br/> <b>Glenbrook High School District 225<br/> Elementary District Representative</b></p> <p>1.3.2 <u>Terms of Agreement</u> – This Agreement shall begin on July 1, 1988, and continue until terminated in accordance with Article VII of this Agreement.</p> <p>1.3.3 <u>Acceptance of New Members</u> – 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</p> | <p>Per ISBE Section 256.210.b.1:<br/> <i>“a comprehensive list of members of the Board of Control, including secondary representatives and at least one elementary representative from diverse backgrounds.”</i></p> <p>The Board of Education at Glenbrook D225 took action in July 2022 to change their district name from Northfield to Glenbrook</p> |

| ARTICLE II – ORGANIZATION AND OPERATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ARTICLE II – ORGANIZATION AND OPERATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                          |
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| <p>Section 2.1 <u>Board of Control</u></p> <p>2.1.1. <u>Board of Control Membership</u> – 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.</p> <p>2.1.2. <u>Officers</u> – 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.</p> <p>2.1.3. <u>Terms of Office</u> – 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.</p> <p>2.1.4. <u>Vacancies in Office</u> – 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.</p> <p>2.1.5. <u>Voting</u> – Each member district’s representative shall have one vote. All measures must be</p> | <p>Section 2.1 <u>Board of Control</u></p> <p>2.1.1. <u>Board of Control Membership</u> – 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.</p> <p>2.1.2. <u>Officers</u> – 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.</p> <p>2.1.3. <u>Terms of Office</u> – 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 <b>of the year this agreement is ratified.</b> 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 current school year. A term of office shall be for one year for the period indicated above.</p> <p>2.1.4. <u>Vacancies in Office</u> – 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.</p> | <p>This section covers required Section 256.210.2.A, B, &amp; C</p> <p>Better language which will apply for any future ratifications</p> |

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| <p>passed by a majority vote of the members present and constituting a quorum, unless otherwise herein specified.</p> <p>2.1.6. <u>Meetings</u> – 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.</p> <p>2.1.7. <u>Quorum</u> – A quorum of the Board of Control will consist of two-thirds of its members.</p> | <p>2.1.5. <u>Voting</u> – 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.</p> <p>2.1.6. <u>Meetings</u> – 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 the time, place, and purpose of the meeting. All meetings of the Board of Control shall be subject to the Illinois Open Meetings Act.</p> <p>2.1.7. <u>Quorum</u> – A quorum of the Board of Control will consist of two-thirds of its members.</p> |                                                                     |
| <p>Section 2.2 <u>Functions of the Board of Control</u></p> <p>2.2.1 <u>Policies</u> – The Board of Control will develop and approve general policies, which are necessary for the efficient operation of NSERVE.</p> <p>2.2.2 <u>Budget</u> – 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>Section 2.2 <u>Functions of the Board of Control</u></p> <p>2.2.1 <u>Policies</u> – The Board of Control will develop and approve general policies, which are necessary for the efficient operation of NSERVE.</p> <p>2.2.2 <u>Budget</u> – 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>This section covers required Section 256.210.2.A, B, &amp; C</p> |



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| <p>2.2.3 <u>Employment of Staff</u> – 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.</p> <p>2.2.4 <u>Planning Activities</u> – 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.</p>                                                                                                                                                                                                                                                                                                                                                                                  | <p>2.2.3 <u>Employment of Staff</u> – 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.</p> <p>2.2.4 <u>Planning Activities</u> – 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.</p>                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                        |
| <p>Section 2.3 <u>Administrative/Fiscal Agent</u></p> <p>2.3.1 <u>Designation of Administrative/Fiscal Agent</u> –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.</p> <p>2.3.2 <u>Legal and Fiscal Agent</u> – The Administrative District will serve as the Agreement’s legal and administrative fiscal agent.</p> <p>2.3.3 <u>Central Office</u> – 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.</p> | <p>Section 2.3 <u>Administrative/Fiscal Agent</u></p> <p>2.3.1 <u>Designation of Administrative/Fiscal Agent</u> – <b>The Board of Control shall designate an Administrative/Fiscal Agent.</b> The Administrative/Fiscal Agent shall be a member district of NSERVE.</p> <p>2.3.2 <u>Legal and Fiscal Agent</u> – <b>The Administrative/Fiscal agent will provide physical space/facilities, fiscal services, technology support and HR support to the Agreement.</b></p> <p>2.3.3 <u>Central Office</u>– 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 <b>location</b> may change pursuant to</p> | <p>This section covers required Section 256.210.2.A, B, &amp; C</p> <p>More concise language</p> <p>New, more appropriate language</p> |

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| <p>2.3.4 <u>Employment of Certified Staff</u> – 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.</p> <p>2.3.5 <u>Changing Administrative/Fiscal Agents</u> – 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.</p> | <p>any changes in the designated Administrative/Fiscal Agent.</p> <p>2.3.4 <u>Employment of Certified Staff</u>– 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.</p> <p>2.3.5 <u>Changing Administrative/Fiscal Agents</u> – 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 the agreement of the Administrative Districts, both current and newly elected, may agree to accelerate or postpone the effective date of the change.</p> |  |
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| <p>2.3.6 <u>Hold Harmless</u> – 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.</p> <p>2.3.7 <u>Risk of Loss</u> – 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.</p> | <p>2.3.6 <u>Hold Harmless</u>– 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.</p> <p>2.3.7 <u>Risk of Loss</u>– 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.</p> |  |
| <p>Section 2.4 <u>NSERVE Director</u></p> <p>2.4.1 <u>Qualifications</u> – 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Section 2.4 <u>NSERVE Director</u></p> <p>2.4.1 <u>Qualifications</u> – 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |



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| <p>2.4.2 <u>Duties</u> – 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.</p> <p>2.4.3 <u>Budget and Reports</u> – 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.</p>                                                                                                                                                                                                                                                                                                                                                         | <p>2.4.2 <u>Duties</u> – 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.</p> <p>2.4.3 <u>Budget and Reports</u> – 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.</p>                                                                                                                                                                                                                                                                                                      |  |
| <p>Section 2.5 <u>Advisory Committees</u></p> <p>2.5.1 <u>Advisory Committees</u> - 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.</p> <p>2.5.2 <u>Authorized Committees</u> – The Board of Control may establish additional advisory committees, or task forces as deemed necessary.</p> <p>2.5.3 <u>Powers and Duties</u> – 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</p> | <p>Section 2.5 <u>Advisory Committees</u></p> <p>2.5.1 <u>Advisory Committees</u> - 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.</p> <p>2.5.2 <u>Authorized Committees</u> – The Board of Control may establish additional advisory committees or task forces as deemed necessary.</p> <p>2.5.3 <u>Powers and Duties</u> – The advisory committees will operate according to policies and procedures adopted by the Board of Control. The composition and performance of the</p> |  |

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| <p>federal statutes, rules, regulations, and guidelines.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>advisory committees shall adhere to all state and federal statutes, rules, regulations, and guidelines.</p> <p><b>2.6 <u>Organizational Chart</u></b><br/> <b>A graphic of the organizational structure is available in Appendix A.</b></p> <p><b>2.7 <u>Equal Employment and Non-Discrimination</u></b></p> <p><b>2.7.1 <u>Equal Employment and Non-Discrimination</u></b><br/> <b>NSERVE and all member districts shall comply with all applicable laws including those pertaining to non-discrimination in employment. NSERVE shall not discriminate against any employee or any student on the basis of color, race, national origin, sex, disability or age, or other legally protected categories in its programs or activities.</b></p> | <p>NEW Required per Section 256.210.3:<br/> <i>"A graphic of the organization structure."</i></p> <p>NEW Required per Section 256.210.b.6:<br/> <i>"articulated and evidence-based narrative of procedures to ensure equitable access for all students."</i></p> |
| <p><b>ARTICLE III – SERVICES</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p><b>ARTICLE III – SERVICES</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                  |
| <p>Section 3.1 <u>Services and Activities</u></p> <p>3.1.1 <u>Determined by Board of Control</u> – 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.</p> <p>3.1.2 <u>Regional Services</u> – Programs may be delivered to all students via regional programs operated by member districts, or by other contracted agencies beginning July 1, 1988.</p> | <p>Section 3.1 <u>Services and Activities</u></p> <p>3.1.1 <u>Determined by Board of Control</u> – 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.</p> <p>3.1.2 <u>Regional Services</u> – Programs may be delivered to all students via regional programs operated by member districts, or by other contracted agencies beginning July 1, 1988.</p>                                                                                                                                                                    |                                                                                                                                                                                                                                                                  |

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| <p>3.1.3 <u>Programs Based on Needs</u> – 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.</p> <p>3.1.4 <u>Local Determination to Offer Programs</u> – 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.</p> <p>3.1.5 <u>Local Determination to Access Services</u> – Each member district may determine annually which regional services shall be offered to that member’s students and/or staff.</p> | <p>3.1.3 <u>Programs Based on Needs</u> – 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.</p> <p>3.1.4 <u>Local Determination to Offer Programs</u> – 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.</p> <p>3.1.5 <u>Local Determination to Access Services</u> – Each member district may determine annually which regional services shall be offered to that member’s students and/or staff.</p> |                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p><b>3.1.6 <u>Comprehensive Needs Analysis – Based on ISBE requirements local assessment and comprehensive local needs assessment will be updated including local labor market data and stakeholder input.</u></b></p> <p><b>3.1.7 <u>Performance Indicators – NSERVE will share all verifiable performance data from ISBE with the BOC and Admin Council. Meetings may be held for specific discussion of remediation initiatives, actions and implementations, with focus on reducing disparities and gaps in performance data. All initiatives will conform to Perkins allowable expenditures.</u></b></p>                                                                                                                                                                          | <p>NEW Required per Section 256.210.b.6: <i>“articulated and evidence-based narrative of procedures to ensure equitable access for all students.”</i></p> <p>NEW Required per Section 256.210.b.4: <i>“comprehensive plan of action for completion of the applicable needs assessment necessary to</i></p> |

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|                                                                                                                                                                                                                                                             | <p><b>3.1.8 <u>Equitable Access</u> – NSERVE recognizes the importance of equity, diversity, and inclusion throughout all aspects of a student’s educational experience.</b></p> <ul style="list-style-type: none"> <li><b>a. NSERVE 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.</b></li> <li><b>b. NSERVE will provide targeted support services, informed by evidence-based practices, for special populations.</b></li> <li><b>c. NSERVE will provide evidence-based professional learning and resources to support Member District programs in collecting and using data to improve activities and services for all those who are members of special populations which will benefit all students.</b></li> <li><b>d. NSERVE 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 support, create opportunities for work-based learning and ensure access to high-quality programming.</b></li> </ul> | <p><i>meet the requirements of this Part and Perkins V.”</i></p> <p>NEW Required Section 256.210.b.6: Regarding Equitable Access. Language for these points came from ISBE and ICCB Perkins V state plan.</p> |
| <p>Section 3.2 <u>Eligibility of Students for Programs</u></p> <p>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</p> | <p>Section 3.2 <u>Eligibility of Students for Programs</u></p> <p>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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                               |

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| <p>eligibility of students for programs provided as approved by the Board of Control.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>eligibility of students for programs provided as approved by the Board of Control.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <p>Section 3.3 <u>Program Management</u></p> <p>3.3.1 <u>Responsibilities of Managing Districts</u> – The Board of Control may delegate all management responsibility for NSERVE programs to specific member districts. Responsibilities of the managing districts may include:</p> <ul style="list-style-type: none"> <li>a. Staffing</li> <li>b. Curriculum development</li> <li>c. Program coordination</li> <li>d. Instructional evaluation</li> <li>e. Management of facilities, equipment and supplies</li> </ul> <p>3.3.2. <u>Responsibilities of Director</u> – 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.</p> | <p>Section 3.3 <u>Program Management</u></p> <p>3.3.2 <u>Responsibilities of Managing Districts</u> – The Board of Control may delegate all management responsibility for NSERVE programs to specific member districts. Responsibilities of the managing districts may include:</p> <ul style="list-style-type: none"> <li>f. Staffing</li> <li>g. Curriculum development</li> <li>h. Program coordination</li> <li>i. Instructional evaluation</li> <li>j. Management of facilities, equipment and supplies</li> </ul> <p>3.3.3. <u>Responsibilities of Director</u> – 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.</p> |  |
| <p>Section 3.4 <u>Staffing</u></p> <p>3.4.1 <u>Two Types of Staffing</u> – NSERVE will be staffed under the following provisions:</p> <ul style="list-style-type: none"> <li>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.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                           | <p>Section 3.4 <u>Staffing</u></p> <p>3.4.1 <u>Two Types of Staffing</u> – NSERVE will be staffed under the following provisions:</p> <ul style="list-style-type: none"> <li>c. 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.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                           |  |

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| <p>b. Program staff who are employees of member districts shall perform services assigned to them by the employing districts.</p> <p>3.4.2 <u>Removal of Staff</u> – 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.</p> | <p>d. Program staff who are employees of member districts shall perform services assigned to them by the employing districts.</p> <p>3.4.2 <u>Removal of Staff</u> – 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.</p> |  |
| <p align="center"><b>ARTICLE IV – HOUSING</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p align="center"><b>ARTICLE IV – HOUSING</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <p>Section 4.1 <u>Program Sites</u></p> <p><u>Determination of Locations</u> – 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.</p>                                                                                                                                                                                                                                                                       | <p>Section 4.1 <u>Program Sites</u></p> <p><u>Determination of Locations</u> – 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.</p>                                                                                                                                                                                                                                                                       |  |
| <p>Section 4.2 <u>Independent Programs</u></p> <p>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.</p>                                                 | <p>Section 4.2 <u>Independent Programs</u></p> <p>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.</p>                                                 |  |



| ARTICLE V – FINANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ARTICLE V – FINANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Required Section 256.210.b.5                                                                                                             |
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| <p>Section 5.1 <u>Administrative Costs</u></p> <p>5.1.1 <u>Administrative Costs Defined</u> – 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.</p> <p>5.1.2 <u>Funding</u> – 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.</p> <p>5.1.3 <u>Shortfalls and Deficits</u> – 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.</p> | <p>Section 5.1 <u>Administrative Costs</u></p> <p>5.1.4 <u>Administrative Costs Defined</u> – 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.</p> <p>5.1.5 <u>Funding</u> – 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.</p> <p>5.1.6 <u>Shortfalls and Deficits</u> – 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.</p> | <p>Required 256.210b.7<br/><i>“description and process for how the CTE funds will be distributed.”</i></p> <p>No new language needed</p> |
| <p>Section 5.2 <u>Equipment Costs Assessment</u></p> <p>5.2.1 <u>Equipment Guidelines</u> - NSERVE shall abide by the equipment guidelines outlined in the State and Federal Grant Administration Policy of ISBE’s Funding and Disbursement Services Division.</p> <p>5.2.2 <u>Equipment Contributions</u> - 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</p>                                                                                                                                                                                                                                                                                                             | <p>Section 5.2 <u>Equipment Costs Assessment</u></p> <p>5.2.3 <u>Equipment Guidelines</u> - NSERVE shall abide by the equipment guidelines outlined in the State and Federal Grant Administration Policy of ISBE’s Funding and Disbursement Services Division.</p> <p>5.2.4 <u>Equipment Contributions</u> - 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</p>                                                                                                                                                                                                                                                                                                             |                                                                                                                                          |

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| <p>close of the fiscal year with the appraised amount of such equipment. Where necessary, appraisals shall be conducted in conformance with Section 7.1.4 below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>close of the fiscal year with the appraised amount of such equipment. Where necessary, appraisals shall be conducted in conformance with Section 7.1.4 below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                             |
| <p>Section 5.3 <u>Tuition and Program Costs for Credit-Bearing Classes</u></p> <p>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 a program.</p>                                                                                                                                                                                                                                                                                                                | <p>Section 5.3 <u>Tuition and Program Costs for Credit-Bearing Classes</u></p> <p>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 a program.</p>                                                                                                                                                                                                                                                                                                                |                                                                                                                             |
| <p>Section 5.4 <u>Charges to Non-Members</u></p> <p>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.</p>                                                                                                                                                                                                    | <p>Section 5.4 <u>Charges to Non-Members</u></p> <p>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.</p>                                                                                                                                                                                                    |                                                                                                                             |
| <p>Section 5.5 <u>Distribution of Income</u></p> <p><u>Income</u> – Reimbursement received by NSERVE will be distributed as follows:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> | <p>Section 5.5 <u>Distribution of Income</u></p> <p><u>Income</u> – Reimbursement received by NSERVE will be distributed as follows:</p> <ol style="list-style-type: none"> <li>d. 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.</li> <li>e. The balance of reimbursement funds shall be distributed to member districts in accordance with the formulas determined by each grant and the responsible agencies.</li> </ol> | <p>Required 256.210b.7 description and process for how the CTE funds will be distributed.</p> <p>No new language needed</p> |

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| <p>c. Other special revenue may be distributed to member districts subject to approval of the Board of Control.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>f. Other special revenue may be distributed to member districts subject to approval of the Board of Control.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <p>Section 5.6 <u>Accounting Procedures</u></p> <p>5.6.1 <u>Financial Obligation</u> – All member boards shall fully assume their respective financial obligations and meet them in a timely manner.</p> <p>5.6.2 <u>Contributions</u> – 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.</p> <p>5.6.3 <u>Accounting Procedures</u> – Accounting procedures shall conform to all applicable rules and regulations of the Illinois State Board of Education.</p> <p>5.6.4 <u>Reports</u> – The Administrative/Fiscal Agent shall maintain accounts of NSERVE’s operations and shall make quarterly reports to the Board of Control.</p> <p>5.6.5 <u>Annual Audit</u> – A minimum of one audit per year shall be conducted in accordance with applicable rules and regulations of the Illinois State Board of Education.</p> | <p>Section 5.6 <u>Accounting Procedures</u></p> <p>5.6.1 <u>Financial Obligation</u> – All member boards shall fully assume their respective financial obligations and meet them in a timely manner.</p> <p>5.6.6 <u>Contributions</u> – 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.</p> <p>5.6.7 <u>Accounting Procedures</u> – Accounting procedures shall conform to all applicable rules and regulations of the Illinois State Board of Education.</p> <p>5.6.8 <u>Reports</u> – The Administrative/Fiscal Agent shall maintain accounts of NSERVE’s operations and shall make quarterly reports to the Board of Control.</p> <p>5.6.9 <u>Annual Audit</u> – A minimum of one audit per year shall be conducted in accordance with applicable rules and regulations of the Illinois State Board of Education.</p> |  |
| <p><b>ARTICLE VI – TRANSPORTATION</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p><b>ARTICLE VI – TRANSPORTATION</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <p>Section 6.1 <u>Transportation</u></p> <p>6.1.1 <u>Transportation Responsibility</u> – Transportation of individual students will be the responsibility</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>Section 6.1 <u>Transportation</u></p> <p>6.1.3 <u>Transportation Responsibility</u> – Transportation of individual students will be the responsibility</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |

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| <p>of the student’s district of residence and not the responsibility of NSERVE or this Agreement, unless determined by the Board of Control.</p> <p>6.1.2 <u>Transportation Coordination</u> – 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>of the student’s district of residence and not the responsibility of NSERVE or this Agreement, unless determined by the Board of Control.</p> <p>6.1.4 <u>Transportation Coordination</u> – 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <p align="center"><b>ARTICLE VII – WITHDRAWAL, REMOVAL AND TERMINATION</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p align="center"><b>ARTICLE VII – WITHDRAWAL, REMOVAL AND TERMINATION</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <p>Section 7.1 <u>Withdrawal</u></p> <p>7.1.1 <u>Four Months Notice Required</u> – 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.</p> <p>7.1.2 <u>Effective Date</u> – 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.</p> <p>7.1.3 <u>Distribution of Assets</u> – 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</p> | <p>Section 7.1 <u>Withdrawal</u></p> <p>7.1.5 <u>Four Months Notice Required</u> – 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.</p> <p>7.1.6 <u>Effective Date</u> – 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.</p> <p>7.1.7 <u>Distribution of Assets</u> – 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</p> |  |

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| <p>districts as recommended by the Board of Control.</p> <p>7.1.4 <u>Appraisals</u> – 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.</p> | <p>districts as recommended by the Board of Control.</p> <p>7.1.8 <u>Appraisals</u> – 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                        |
| <p>Section 7.2 <u>Removal</u></p> <p>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.</p>                                                                                      | <p>Section 7.2 <u>Removal</u></p> <p>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.</p> <p><b>Within 30 days of the date that a district is notified of proposed removal, the district may appeal by creating and implementing a plan demonstrating compliance with the provisions of this agreement. In the event that an appeal plan is created, the remaining members of NSERVE will make a final decision about the removal by the January 1 date following the date of the notification of proposed removal, giving the district a minimum of six (6) months to demonstrate compliance with the agreement.</b></p> | <p>NEW.<br/>ISBE guidance required a section on an appeals process</p> |

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| <p>Section 7.3 <u>Termination</u></p> <p>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.</p> | <p>Section 7.3 <u>Termination</u></p> <p>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.</p> <p><b>At the termination of the agreement any remaining fund balance held with the NSERVE fiscal agent shall be shared among the member districts according to their funding percentage.</b></p> <p><b>All NSERVE tangible assets and equipment provided to NSERVE by the host district shall be returned to the host district. All tangible assets purchased by NSERVE shall be shared among the districts with consideration for each member districts' funding percentage</b></p> | <p>NEW<br/>Revised language is clearer and more accurate</p> |
| <p><b>ARTICLE VIII – AMENDMENTS</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p><b>ARTICLE VIII – AMENDMENTS</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                              |
| <p>Section 8.1 <u>Amendments</u></p> <p>8.1.1 <u>Amendment Approval</u> - 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.</p>                                                                                                                                                                                                                                          | <p>Section 8.1 <u>Amendments</u></p> <p>8.1.3 <u>Amendment Approval</u> - 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                              |

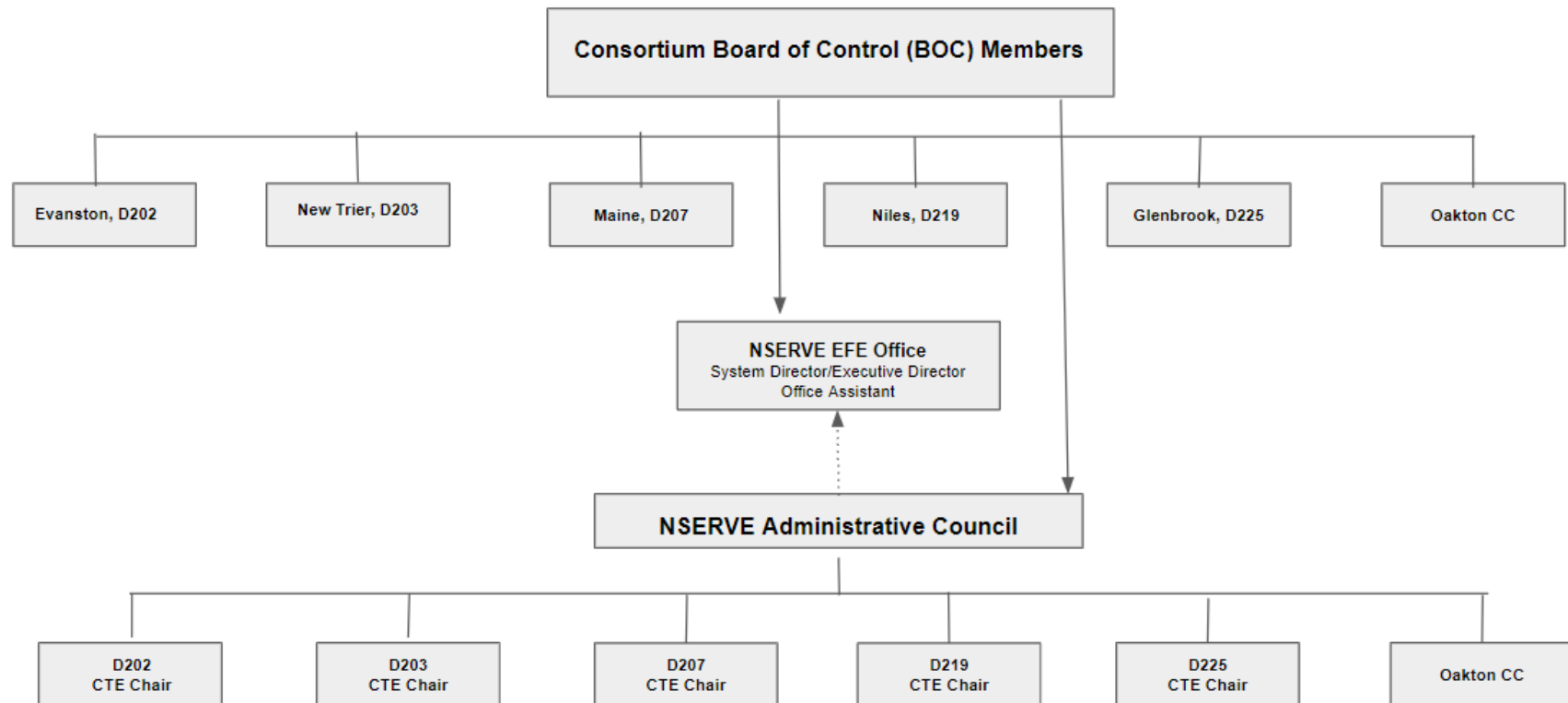


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| <p>8.1.2 <u>Amendment Ratification</u> - Member Boards of Education shall act on proposed amendments within ninety (90) days. Ratification of the amendment will be deemed to take place when two-thirds (2/3) of the districts have voted for passage. 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.</p> | <p>8.1.4 <u>Amendment Ratification</u> - 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 for 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.</p> |  |
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See next page for Appendix A

## Appendix A

### North Suburban Educational Region for Vocational Education (NSERVE) — EFE 020 Consortium Organizational Chart



**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. This Agreement was revised in 2022/23 to comply with Illinois State Board of Education and Perkins V requirements.

**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  
Glenbrook High School District 225  
Elementary District Representative

- 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 of the year this agreement is ratified. 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 current school 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 the 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 Board of Control shall designate an Administrative/Fiscal Agent. The Administrative/Fiscal Agent shall be a member district of NSERVE.
- 2.3.2 Legal and Fiscal Agent – The Administrative/Fiscal agent will provide physical space/facilities, fiscal services, technology support and HR support to the Agreement.
- 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 location 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 the 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.
- 2.6 Organizational Chart  
A graphic of the organizational structure is available in Appendix A.
- 2.7 Equal Employment and Non-Discrimination
- 2.7.1 Equal Employment and Non-Discrimination NSERVE and all member districts shall comply with all applicable laws including those pertaining to non-discrimination in employment. NSERVE shall not discriminate against any employee or any student on the basis of color, race, national origin, sex, disability or age, or other legally protected categories in its programs or activities.

**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.
- 3.1.6 Comprehensive Needs Analysis – Based on ISBE requirements local assessment and comprehensive local needs assessment will be updated including local labor market data and stakeholder input.
- 3.1.7 Performance Indicators – NSERVE will share all verifiable performance data from ISBE with the BOC and Admin Council. Meetings may be held for specific discussion of remediation initiatives, actions and implementations, with focus on reducing disparities and gaps in performance data. All initiatives will conform to Perkins allowable expenditures.
- 3.1.8 Equitable Access – NSERVE recognizes the importance of equity, diversity, and inclusion throughout all aspects of a student’s educational experience.
  - a. NSERVE 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.
  - b. NSERVE will provide targeted support services, informed by evidence-based practices, for special populations.
  - c. NSERVE will provide evidence-based professional learning and resources to support Member District programs in collecting and using data to improve activities and services for all those who are members of special populations which will benefit all students.
  - d. NSERVE 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 support, create opportunities for work-based learning and ensure access to high-quality programming.

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 districts. 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 the 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 a 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.

Within 30 days of the date that a district is notified of proposed removal, the district may appeal by creating and implementing a plan demonstrating compliance with the provisions of this agreement. In the event that an appeal plan is created, the remaining members of NSERVE will make a final decision about the removal by the January 1 date following the date of the notification of proposed removal, giving the district a minimum of six (6) months to demonstrate compliance with the agreement.

## 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.



At the termination of the agreement any remaining fund balance held with the NSERVE fiscal agent shall be shared among the member districts according to their funding percentage.

All NSERVE tangible assets and equipment provided to NSERVE by the host district shall be returned to the host district. All tangible assets purchased by NSERVE shall be shared among the districts with consideration for each member districts' funding percentage

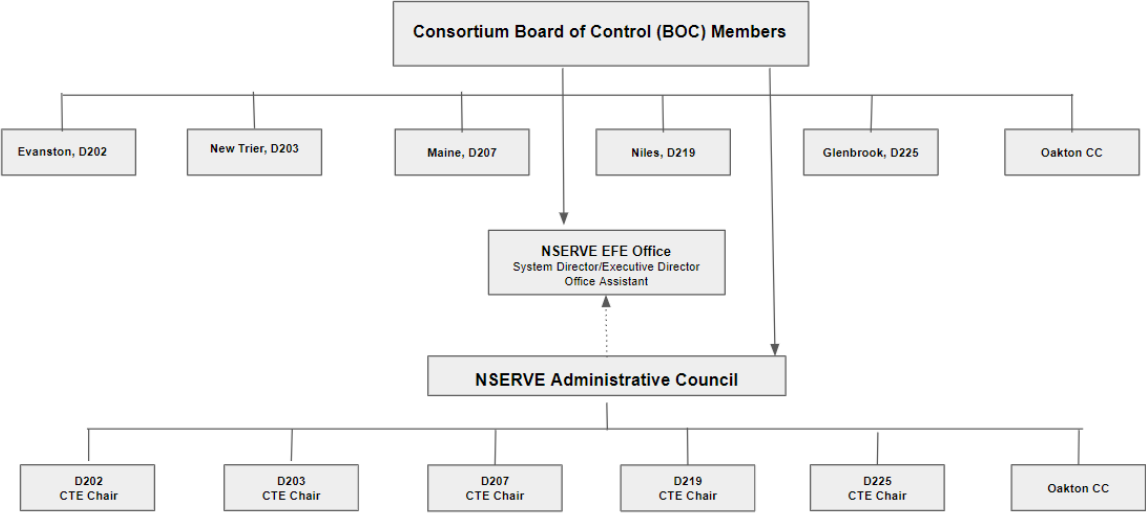
**ARTICLE VIII – AMENDMENTS**

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 for 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.

See next page for Appendix A

North Suburban Educational Region for Vocational Education (NSERVE) — EFE 020 Consortium  
Organizational Chart



**NORTH SUBURBAN EDUCATIONAL REGION FOR VOCATIONAL EDUCATION  
(NSERVE)**

**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 the \_\_\_\_\_ **Township High 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.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by a roll call vote as follows:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST: \_\_\_\_\_

President, Board of Education

Secretary, Board of Education