

Intergovernmental Agreement Between the Will County
Regional Office of Education and the Grundy Kendall
County Regional Office of Education for the Delivery of
Professional Development Services: ROE Professional
Development Alliance

PARTICIPANTS:

The Will County Regional Office of Education and the Grundy Kendall Regional Office of Education, legal entities as established by 105 ILCS 5/3-15.15, enter into an intergovernmental agreement to provide professional development services for the local school districts of Will, Grundy and Kendall Counties. In keeping with the spirit of cooperation among Regional Offices of Education and local school districts, this intergovernmental agreement shall be known as the ROE Professional Development Alliance (PDA).

PURPOSE:

The purpose of this Intergovernmental Agreement shall be the cooperative combination of resources from the Will County Regional office of Education and the Grundy Kendall County Regional Office of Education for the planning and delivery of professional development services under Section 2-3.62 of the *School Code*, 105 ILCS 5/2-3.62 to the local school districts under their respective jurisdictions. This shall be achieved through the cooperative administration, financing, planning, and monitoring of the PDA.

The intent of this Intergovernmental Agreement is the maintenance and improvement of services and continued employment of staff provided by the former Educational Service Center

#10. Services and staff assignments shall be performed under this Intergovernmental Agreement by the PDA.

SERVICES TO BE PERFORMED:

The services provided by the PDA for the school districts of Will, Grundy and Kendall Counties shall include:

1. Education for gifted children through professional staff development, experimental projects and institutes as provided in Section 14A-6 of the *Illinois School Code*.
2. Computer technology education including the evaluation, use and application of technology and computer software as provided in Section 2-3.42 of the *Illinois School Code*.
3. Mathematics, science and reading resources for teachers including continuing education, in-service training, and staff development.

4. The participating Regional Offices of Education may provide training, technical assistance, coordination and planning in other program areas such as school improvement, school accountability, career guidance, early childhood education, alcohol/drug education and prevention, family life-sex education, electronic transmission of data from school districts to the State, alternative education and regional special education, and telecommunications systems that provide distance learning obtained through the Department of Central Management Services pursuant to Section 67.18 of the Civil Administrative Code of Illinois through the PDA. the programs and services of the participating Regional Offices of Education may be offered to private school teachers and private school students within the participating Regional Office of Education provided public schools have already been afforded adequate access to these programs and services.

5. In addition to services enumerated in Section 2-3.62 of the *School Code*, other services may be offered upon the request and support of school districts within the participating ROEs or upon agreement of the participating ROEs.

ADMINISTRATION:

With the advice of their respective ROES, the Will Regional Superintendent and the Grundy/Kendall Regional Superintendent shall administer the PDA in the following manner:

There shall be a Governing Board. The BOARD of GOVERNORS shall be composed of the Regional Superintendent from each of the member Regional Offices of Education.

The PRESIDENT will be the Grundy/Kendall Regional Superintendent and the Secretary will be the Will County Regional Superintendent. They will each serve a term of four years, or until their respective successors have been elected and have assumed their office. The Secretary shall serve as PRESIDENT in the absence of the PRESIDENT.

The BOARD shall also consist of two additional superintendents and/or designees, two from Will County, one from Grundy County and one from Kendall County. The respective Regional Superintendents will appoint these board members, and each will serve a term of 2 years starting July 1, 2023. If a board position becomes vacant during the 2-year period, the respective Regional Superintendent will appoint a new board member. Board Members' appointees may attend in their place if they are not able to attend.

The BOARD shall approve the employment of all staff hired by the PDA under this agreement.

The BOARD will conduct its meeting in accordance with the *Illinois Open Meetings Act*.

Each member of the BOARD of GOVERNORS shall have one vote.

A quorum being present, the action of the BOARD shall be determined by a majority of the members voting on the issue, except as provided elsewhere in this agreement.

The BOARD of GOVERNORS will develop and approve general policies necessary for the efficient operation of the agreement.

The PDA Administration will prepare a budget for approval by the BOARD and will make such other reports and perform such other duties as may be required by law.

The BOARD will be responsible for the adoption of an annual budget and provision for sound fiscal management for the PDA and will carry out the policies of the BOARD.

The BOARD of GOVERNORS will meet at least once each year and at other times as needed. Regular meeting dates shall be fixed by the PRESIDENT and special meetings shall be called by the PRESIDENT. Notice of all meetings shall be in accordance with the *Open Meetings Act*.

The Will County Regional Office shall act as the administrative agent for PDA. Daily administrative responsibility shall rest with the PDA Administration, under the supervision of the Will Regional Office.

The PDA shall be insured as the employer of record for unemployment and workers' compensation claims from PDA funds. The PDA shall be insured for general liability and errors and omissions from PDA funds.

The Grundy Kendall Regional Office shall provide fiscal validation for budgets, vouchers and bills payable.

Each Regional Office of Education shall dedicate professional development funds as determined by State Board of Education formula and other appropriate and available funds as allocated by the State Board of Education or other sources to the PDA for achieving its mission.

When determined appropriate by participating ROE Superintendents of PDA, contracts or cooperative agreements may be established with other ROE, government entities or private enterprises to provide professional development services.

Whenever feasible and appropriate, programs/presentations/services will be offered at satellite facilities so designated by the participating ROE Superintendents.

Programs and services provided by PDA shall be offered at reasonable costs to school districts and professional educators in the participating ROE.

Individuals directly involved in program planning, recommendations, advisory groups, and/or cadres shall not be paid consultation or presentation fees by PDA for services rendered during their regular contracted time. Normal and customary expenses associated with consultation or presentation may be reimbursed upon submission of expense vouchers.

LOCATION:

The location of the PDA shall be in the approximate geographic center of Will, Grundy and Kendall Counties: it is anticipated this will be the general Joliet, Illinois area.

LEGAL AUTHORITY:

This Intergovernmental Agreement is entered into by the Will ROE and the Grundy/Kendall ROE under, and by virtue of the provisions of Article VII, Section 10, the Illinois Constitution, Intergovernmental Cooperation Act.

FUNDING:

The primary source of funding for the PDA shall be Illinois State Board of Education funds allocated under Title 23, Chapter 1, S. Part 525. Said funds appropriated to the participating ROEs for professional development purposes shall be considered "flow through" and forwarded to PDA as received.

Any interest obtained on appropriate investments of available assets held by PDA shall be allocated to PDA programs.

FISCAL PROCEDURES AND RECORD KEEPING:

Each participating ROE shall forward appropriate professional staff development funds and other funds so designated by the Illinois State Board of Education to the ROE Professional Development Alliance; said PDA shall maintain separate funds to account for all monies received and disbursed and report same on a monthly basis to the participating ROEs. Funds appropriated for the PDA vouchered to participating ROEs by the Illinois State Board of Education shall be forwarded through the appropriate fund of participating ROEs to separate PDA accounts for management and auditing purposes. Said transfer of funds shall be in a timely manner.

All checks issued by the PDA will bear two signatures representing one official, Superintendent or Assistant Superintendent, from each Regional Office of Education.

Under the supervision of the Administrative Agent, PDA shall maintain an internal financial system for payroll, accounts receivable and bills payable.

Inspection of financial matters and all other records maintained by the PDA are inherent rights of the participating ROEs, participating school districts and the public under the Freedom of Information Act.

Audits of PDA fiscal operations shall be conducted annually by an independent auditing firm selected by the administrative agent: reports of findings shall be given to participating ROEs. Cost of said audits shall be budgeted and paid from appropriate PDA accounts.

PERSONNEL:

Personnel employed by PDA shall be employees of the PDA; said personnel are not employees of county government. To the extent allowable under law, rule and regulation governing the Illinois Teachers' Retirement System, eligible employees shall be entitled to participate in Illinois Teachers' Retirement System.

Salaries and benefits of employees shall be jointly determined by the BOARD of GOVERNORS.

Personnel policies shall be developed by the BOARD of GOVERNORS.

PROPERTY:

Purchase of property, materials and equipment and/or lease of same shall be by agreement of participating Regional Offices of Education: such agreement for property purchase or lease shall be in writing with signatures of approval by participating Regional Superintendents. Ownership of property, materials and equipment shall be allocated 70% Will ROE and 30% Grundy Kendall ROE. In the event of dissolution or withdrawal of any party to this agreement, assets shall be disbursed, and lease obligations met for their stated duration on the same 70-30% basis. Insurance on property and contents, purchased or leased, shall be paid from funds budgeted by the PDA as approved by participating Regional Superintendents.

LEGAL LIABILITY AND INSURANCE:

The Administrative Agent shall protect itself and PDA against liability and errors and omissions not to exceed \$1,000,000 from budgeted PDA funds. Said insurance shall be obtained by competitive bidding. Prior written notice must be given to the Administrative Agent by insurance providers before a policy can be canceled.

AMENDMENTS:

Upon agreement of the Board this Intergovernmental Agreement may be altered by amendment, change, deletion, or addition upon agreement of the participating ROE Superintendents.

DURATION:

This Intergovernmental Agreement shall become effective August 7, 1995. Nothing shall preclude the Regional Superintendents of the participating ROEs from making arrangements for the transition of facilities, staff and programs of the present ESC #10 to the ROE Professional Developmental Alliance upon approval of the ESC #10 Governing Board.

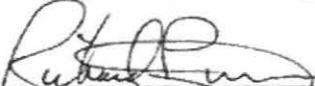
This Intergovernmental Agreement shall remain in force until such time as either Regional Superintendent determines to disband it: said decision to disband must be made in writing and delivered, registered mail, by January 1 to become effective on the first June 30 following the January 1 notification to disband. The fiscal year is July 1 to June 30. The division of all assets, cash, materials and property shall be determined on a percentage basis: 70% Will ROE, 30% Grundy Kendall ROE. Liabilities and lease obligations shall be met on the same basis.

The final audit for the division of assets will be paid from existing PDA funds; if funds are not available the Regional Offices will bear, as per percentage responsibility stated above, audit expenses from future State funds for professional staff development purposes. In the event Regional Superintendents cannot agree on the division of assets and liabilities, appeal may be taken to an ad hoc committee of the participating Oversight Board for their review and recommendation.


IMRF PARTICIPATION:

The parties **intend** that this Intergovernmental Agreement be considered a participating IMRF employer with respect to any of its employees who qualify for membership in IMRF. The PDA shall be responsible for and shall make those contributions required by the Pension Code on behalf of employees who are IMRF participants. In the event that the PDA dissolves or otherwise terminates, its IMRF contributions shall be allocated between the Will ROE and the Grundy Kendall ROE on the following percentage basis: 70% Will ROE, 30% Grundy Kendall ROE.

THIS INTERGOVERNMENTAL AGREEMENT, AS STATED ABOVE, IS HEREBY APPROVED ON THIS 23rd DAY OF May, 1996, ^{Retroactive} ~~to August 7, 1995.~~ **PK**


Will Regional Office of
Education

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Richard Kusse
Grundy Kendall Regional Office
of Education

Thomas J. Centowski - 8/24/00

Paul R. Nordstrom 6/18/07

Christopher D. Mehoach 3/6/13

Christopher D. Mehoach 5/18/23

Shane Walsh 5/18/2023

John Z. Beckett, EdD
6-18-07

Shane Walsh 2-21-13