

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
REGIONAL OFFICE OF EDUCATION 53 AND  
A MEMBER DISTRICT FOR  
PARTICIPATION IN THE  
ROE 53 REGIONAL SAFE SCHOOL PROGRAM

This Agreement is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of \_\_\_\_\_ School District No. \_\_\_\_, \_\_\_\_\_ County, Illinois ("MEMBER DISTRICT") and the Regional Superintendent of Schools for Mason, Tazewell, & Woodford Counties, Illinois ("REGIONAL SUPERINTENDENT").

WHEREAS, the Illinois Legislature has found and declared that alternative school programs are beneficial and appropriate to the education of disruptive students and, to this end, has established a process for the implementation and administration of such programs under Article 13A of the School Code (105 ILCS 5/13A-1 et seq.); and

WHEREAS, the Regional Superintendent of Schools for the Counties of Mason, Tazewell, & Woodford, State of Illinois, ("REGIONAL SUPERINTENDENT") pursuant to his/her power and authority under Article 13A of the School Code, has determined that an alternative school program is necessary and appropriate to serve the educational needs of students enrolled in grades six (6) through twelve (12) in ROE #53 region public schools; and

WHEREAS, the Board of Education of \_\_\_\_\_ School District No. \_\_\_\_, \_\_\_\_\_ County, Illinois, ("MEMBER DISTRICT") has determined that it is in the best interests of its educational program and the students it serves to participate in such an alternative school program; and

WHEREAS, the Regional Superintendent of Schools, as a representative of the Regional Office of Education 53 for the Counties of Mason, Tazewell, & Woodford, State of Illinois, and the Member District have the power to contract with one another pursuant to Article VII, Section 10, of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.);

NOW THEREFORE, the Regional Superintendent and the Member District each agree with the other as follows:

I. ORGANIZATION

A. Establishment

There shall be established the ROE 53 Regional Safe School Program (the "PROGRAM"), which shall provide an alternative school program in accordance with Article 13A of the School Code for the eligible students.

B. Purpose

The Program shall serve students in grades six (6) through twelve (12) who have been determined to be subject to suspension or expulsion from a Member District in the manner provided by Section 10-22.6 of the School Code and who are otherwise eligible for the Program pursuant to the Program and the Placement Policies referenced in Article III, paragraphs A.5 and A.6 below.

II. MEMBERSHIP

Membership will be open to the boards of education of public school districts in Mason, Tazewell, & Woodford Counties, Illinois, that adopt the Resolution attached to this Intergovernmental Agreement ("Attachment A") and execute a copy of this Intergovernmental Agreement. All copies of this Intergovernmental Agreement executed by school districts in Mason, Tazewell, & Woodford Counties, Illinois, and all copies of any amendments to this Intergovernmental Agreement shall be identical.

III. ADMINISTRATION AND GOVERNANCE

A. Administration

1. The Regional Superintendent shall implement and administer the Program in accordance with applicable laws and regulations, and shall be responsible for the administrative and fiscal structure of the Program.
2. The Regional Superintendent may contract with one or more school districts to implement or administer part or all of the Program.
3. The Regional Superintendent shall hold and exercise all powers necessary and appropriate for the implementation and administration of the Program, including, but not limited to, the power to enter into contracts, employ personnel, and apply for and receive public and private funding for the Program.
4. The Regional Superintendent shall establish Program curricula.

5. The Regional Superintendent shall establish, and may amend from time to time, Program and Placement Policies (the “POLICIES”) for student eligibility, conduct and participation in the Program and general administration of the Program, including, but not limited to, guidelines for student admission, discipline, attendance, evaluation, and return transfer to the member districts upon dismissal or successful completion, and personnel qualification and criteria as delineated in the Policies and the Student-Parent Handbook. The Regional Superintendent shall provide a copy of the current Policies to each member district prior to August 15 of each year. The Student Handbook is posted on the RSSP Program website (which is linked to the ROE 53 website <http://www.roe53.net>) [ROE 53 Student-Parent Handbook](#).
6. The Regional Superintendent, in cooperation with the Advisory Board and representatives from the member districts, shall seek input regarding Policies and procedures to assist each district in inquiry about and placement of students in the Program. The Placement Policy may be amended as may be necessary from time to time. The Program and Placement Policies (the “Policies”), attached to this Intergovernmental Agreement as Attachment B, and as may be amended from time to time, is hereby incorporated into and made a part of this Intergovernmental Agreement. The Regional Superintendent shall provide a copy of the current Program and Placement Policies to each member district prior to August 15 of each year.

B. The Advisory Board

1. Composition

The Advisory Board shall be composed of a minimum of fifteen (15) members and a maximum of thirty (30) members, to be appointed by the Regional Superintendent from time to time (the "Advisory Board"). The members shall include school district representatives, and may include community members, including, but not limited to, parents, businesses, and representatives of the criminal justice system, social service agencies, or community groups with an educational interest in the outcome of the program.

2. Responsibilities

- a. The Advisory Board shall provide input to the Regional Superintendent regarding the implementation and administration of the Program, including annual budgets, curricula, and Policies and procedures for the Program.
- b. The Regional Superintendent shall present to the Advisory Board the annual budgets and other operating information of the Program.
- c. The actions of the Advisory Board are advisory in nature only, and the Regional Superintendent shall retain the final authority regarding all decisions in the implementation and administration of the Program.

3. Meetings
  - a. The Advisory Board shall hold meetings at least annually and at such additional times as the Regional Superintendent shall schedule.
  - b. The meetings of the Advisory Board shall be held in accordance with procedures as may be established by the Regional Superintendent.

#### IV. THE PROGRAM

##### A. Curriculum

1. The Program shall provide a multidisciplinary curriculum designed to address the individualized needs of eligible students.
2. Each student shall be educated in accordance with an alternative educational plan developed pursuant to the Policies.

##### B. Student Eligibility and Conduct

1. The Program shall accept by administrative transfer all eligible students in accordance with the Program and Placement Policies (Attachment B).
2. Each student shall comply with the expectations of the Program as stated in the Student-Parent Handbook.
3. A student who engages in disruptive or other unacceptable conduct, or who does not attend or demonstrate success in the Program, may be administratively transferred back to the Member District for re-enrollment, disciplinary proceedings or other action, as appropriate. Program administrators shall not have the authority to expel a student from the Member District.
4. If a parent or guardian of a student who is scheduled to be returned to the regular education program of the Member District pursuant to his or her alternative education plan files a written objection to the return with the principal of the Program, a hearing shall be held in accordance with 105 ILCS 5/13A-4 and Policies.

#### V. MEMBER DISTRICT OBLIGATIONS

##### A. Program and Placement Policies

The Member District agrees to adopt and comply with the Program and Placement Policies described in Article III, paragraph A.6 above, as may be amended from time to time, establishing procedures for the identification and placement of students in the Program, and to comply with all policies established by the Regional Superintendent.

B. Program Responsibilities

1. The Member District agrees to make a determination of eligibility for suspension or expulsion of students prior to referral to the Programs and to provide students eligible for the Program with all due process and statutory rights afforded by state and federal law and regulations, including, but not limited to, special education laws and regulations, and Section 10-22.6 of the School Code (105 ILCS 5/10-22.6).
2. The Member District agrees to participate, through one or more Member District representatives, in the development of alternative educational plans for students. The Member District retains the responsibility for ensuring appropriate revisions to any student individual education plan (IEP) required by state or federal special education laws or regulations.
3. The Member District agrees to accept satisfactory course work completed in the Program for credit toward graduation requirements in the Member District, to assist students who have successfully completed their period of enrollment in the Program in re-entering the Member District's educational program, and to award a diploma to any student from the Member District who successfully completes all requirements for graduation while enrolled in the Program.
4. As required by law, subject to the requirements of Article 29 of the School Code and except as otherwise agreed to by the parents, Member District and the Regional Superintendent, the Member District from which a student is transferred shall provide for any transportation that the transfer necessitates. The Regional Superintendent or designee shall coordinate all transportation arrangements with transferring Member Districts. The Regional Superintendent may also arrange for cooperation between school districts in the ROE 53 region regarding the transportation needs of transferred students in order to reduce the costs of that transportation and to provide greater convenience for the students involved.
5. The Member District agrees that the Regional Superintendent or designee, in his/her sole discretion as administrator of the Program, may dismiss a student from the Program due to disruptive or other unacceptable conduct, or failure to attend or otherwise succeed in the Program, and may transfer the student back to the Member District. The Member District agrees to accept such a dismissed student for re-enrollment, pursuit of disciplinary proceedings, or other action as deemed appropriate by the Member District.
6. The Member District agrees to make any payments required by law or assessed pursuant to Article VI below.

VI. FUNDING

A. Use of Funds

All State funds remitted to the Regional Office of Education 53 for the Program will be used to support the Program and associated expenses and obligations.

B. Fiscal Year

The Program shall have a fiscal year of July 1 to June 30.

C. Funding Sources

1. Member District Participation

A Member District executing this Agreement will have no obligation to transfer students into the Program. A Member District executing this Agreement will have no financial obligation to the Program unless it transfers a student into the Program.

2. Member District State Aid Funding

A Member School District transferring a student to this Program shall comply with Section 13A-8(b) of the School Code as follows:

“(b) An alternative school program shall be entitled to receive general State aid as calculated in subsection (K) of Section 18-8.05 upon filing a claim as provided therein. Any time that a student who is enrolled in an alternative school program spends in work-based learning, community service, or a similar alternative educational setting shall be included in determining the student's minimum number of clock hours of daily school work that constitute a day of attendance for purposes of calculating general State aid.

(c) An alternative school program may receive additional funding from its school districts in such amount as may be agreed upon by the parties and necessary to support the program. “

3. Additional State Funding

It is anticipated that the State will provide funding in accordance with Section 13A-8(a) of the School Code (105 ILCS 5/13A-8(a)) as follows:

”The State of Illinois shall provide new and additional funding for the alternative school programs within each educational service region by line item appropriation made to the State Board of Education for that purpose. This money, when appropriated, shall be provided to the regional superintendent, who shall establish a budget, including salaries, for all alternative schools in that region.” 105 ILCS 5/13A-8(b).

4. Additional Member District Funding

In the event that State funding is insufficient to operate the Program in any fiscal year, each Member District shall be required to make a tuition

payment to the Regional Office of Education for each student from that Member District attending the Program in that fiscal year. The tuition payment will be prorated for the number of days each student is in attendance. The tuition payment will be due each semester and payable in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). A Member District that has not sent a student to the Program during that fiscal year, will not be assessed a tuition payment.

5. In the event that the combination of State funding and Member District tuition payments is insufficient to operate the Program, the Regional Superintendent may terminate the Program.
6. Member districts will be billed each semester to recover salary and benefits of special education staff for special education services based on enrolled students requiring special education services.

## VII. SUSPENSION OR TERMINATION OF PARTICIPATION

### A. Termination by Member District

The Member District may terminate this Agreement, and its participation in the Program thereunder, as of June 30 any year upon resolution of its Board of Education and notice to the Regional Superintendent prior to February 1 of that year. A Member District may also terminate this Agreement and its participation thereunder at any time upon the Regional Superintendent's material breach of this Agreement, provided that the Member District provides the Regional Superintendent with sixty (60) days notice of such breach and pending termination and the Regional Superintendent fails to cure the breach within sixty (60) days. If the Member District terminates this Agreement and later wishes to participate again in the Program, it may do so by following the Program procedures for entering into a new Agreement.

### B. Termination by Regional Superintendent

The Regional Superintendent may terminate this Agreement at any time 1) upon termination of participation by two-thirds (2/3) of the Member Districts participating in the Program, or 2) when the number of students enrolled in the Program falls below a minimum level established by the Regional Superintendent, or 3) in the event of insufficient funding as described in Article VI, paragraph C.5. The Regional Superintendent may terminate this Agreement upon Member District's breach of any provisions of this Agreement.

### C. Tuition Payments

Upon termination of a Member District's participation, or termination of the Program, the Member District will be assessed for its pro rata share of any tuition payments required pursuant to Article VI for the period of time the Member District was participating in the Program.

VIII. AMENDMENT OF THIS AGREEMENT

A. Amendments Necessitated by Law

The Regional Superintendent unilaterally may amend this Intergovernmental Agreement as necessitated to comport with any changes in the applicable state or federal law or regulations. The Superintendent will notify the Member District of the substance and effective date of any such unilateral amendments at least sixty (60) days prior to the proposed effective date of such amendments, unless a shorter time period is required by law. Each Member District agrees to be bound by such amendments.

B. Other Amendments

1. The Regional Superintendent, in consultation with the Advisory Board, may also make amendments to this Intergovernmental Agreement other than those necessitated by law or regulations. The Regional Superintendent will notify the Member Districts of the nature and substance of such amendments by January 1. Such amendments shall be automatically effective on July 1 of that year with respect to each Member District that does not terminate this Agreement, and each Member District continuing to participate in the Program agrees to be bound by such amendments.
2. This Intergovernmental Agreement may also be amended at any time by mutual agreement of the Regional Superintendent and the Member District.

IX. MISCELLANEOUS PROVISIONS

A. Notice

Any notice required by this Intergovernmental Agreement shall be in writing by email and shall be deemed to have been given when emailed. An email read-receipt requested may be utilized, as well.

Regional Superintendent of Schools for ROE 53  
414 Court Street, Suite 100  
Pekin, IL 61554

Board of Education of \_\_\_\_\_ School District No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The above addresses may be changed by written notice to the other party to the Agreement.



B. Effective Date

This Agreement shall become effective when the Board of Education has passed the authorizing Resolution, and this Agreement has been executed by the Regional Superintendent and the Member District Board of Education, and a fully executed copy had been provided to the Regional Office of Education. This Agreement shall continue in effect, as may be amended from time to time, until this Agreement, the Program, or the Member District's participation in the Program, is terminated in accordance with this Agreement.

C. Validity and Savings Clause

In the event any provision of this Agreement shall be declared by a final judgment of a court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member District or the Regional Superintendent, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

D. Counterparts

This Agreement, and any amendments thereto, may be executed in any number of counterparts which, taken together, shall constitute a single instrument.

E. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

F. Agency

In the interpretation of this Agreement and the relations between each of the participating member districts and the Regional Superintendent, this Agreement shall be construed as an independent agreement by and between the Member District executing this Agreement and the Regional Superintendent; and each respective participating member district and its employees shall not be deemed in any way to be an agent, employee, or official of any other participating member district.

G. Indemnification

The Member District agrees to indemnify and hold harmless the Regional Superintendent, the Regional Office of Education 53, and the Counties of Mason, Tazewell, & Woodford from any and all liability arising out of any actions or inactions of the Member District relating to this Program, including, but not limited to, any claims arising under state or federal special education law or regulations. Notwithstanding the foregoing, the Member District shall not be liable for nor indemnify the Regional Superintendent or Regional Office of

Education 53 for any actions of the Regional Superintendent in violation of state or federal law, excluding state and federal special education laws and regulations.

H. Complete Agreement

The terms and conditions set forth in this Agreement, and the Program and Placement Policies incorporated herein, represent the full and complete understanding and commitment between the parties hereto. Such terms and conditions may be modified by alteration, change, addition to, or deletion only in accordance with the provisions of Article VIII of this Agreement.

IN WITNESS WHEREOF, the Board of Education of the Member District and Regional Office of Education 53 have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

REGIONAL OFFICE of  
EDUCATION 53,  
Mason, Tazewell, Woodford  
Counties, Illinois

BOARD OF EDUCATION  
\_\_\_\_\_  
SCHOOL DISTRICT NO. \_\_\_\_\_  
\_\_\_\_\_ COUNTY, Illinois

\_\_\_\_\_  
Regional Superintendent

\_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

**RESOLUTION**

**AUTHORIZING PARTICIPATION IN  
THE ROE 53 REGIONAL SAFE SCHOOL PROGRAM**

**WHEREAS**, the Regional Superintendent of ROE 53, Illinois, has established the ROE 53 Regional Safe School Program pursuant to Article 13A of the School Code; and

**WHEREAS**, in accordance with its Program and Placement Policies, the ROE 53 Regional Safe School Program will provide educational services to disruptive students enrolled in grades six (6) through (12) in the Mason, Tazewell, and Woodford Counties public schools; and

**WHEREAS**, the Board of Education of \_\_\_\_\_ School District No. \_\_\_\_\_, \_\_\_\_\_ County, Illinois, finds it in the best interests of its educational program and the students it serves to participate in the ROE 53 Regional Safe School Program; and

**WHEREAS**, participation in the ROE 53 Regional Safe School Program is contingent upon execution of the attached Intergovernmental Agreement with the Regional Office of Education and adoption of the attached Program and Placement Policy.

**NOW, THEREFORE BE IT RESOLVED** that the BOARD OF EDUCATION OF \_\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_ of the County of \_\_\_\_\_, Illinois, does hereby:

1. Approve and authorize execution of the attached Intergovernmental Agreement Between the Regional Office of Education 53 and a Member District for the ROE 53 Regional Safe School Program; and
2. Adopt the Program and Placement Policies attached to the Intergovernmental Agreement as Attachment B.

**BE IT FURTHER RESOLVED** that the Secretary of the Board of Education is authorized and directed to forward duly executed copies of this Resolution and the Intergovernmental Agreement to the Regional Office of Education.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AYES:

NAYS:

ABSENT:

BOARD OF EDUCATION

SCHOOL DISTRICT NO. \_\_\_\_\_  
COUNTY, ILLINOIS

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

ROE 53\safesch.res

REGIONAL OFFICE OF EDUCATION 53

PROGRAM & PLACEMENT POLICIES

FOR PARTICIPATION IN THE

ROE 53 REGIONAL SAFE SCHOOL PROGRAM

Purpose

The purpose of the PROGRAM AND PLACEMENT POLICIES is to provide a framework to collaborate between ROE53 and the home school regarding policies and procedures for students accepted and enrolled in the program.

**I. POLICIES**

Obligations of the Partners

The Partners acknowledge that the Intergovernmental Agreement serves as the basis to access the ROE 53 Regional Safe School program and to work together in the true spirit of partnership to ensure that there is a united visible and responsive relationship and to demonstrate procedural and management commitments as outlined in the Program and Placement Policies.

Governing Law

The Agreement shall be construed in accordance with the laws of the State of Illinois.

Cooperation

The activities regarding accessing services of the RSSP shall include, but are not limited to:

- A. Responsibilities of home school include:
  - Referring the “disruptive student” for a duration of least one semester to accommodate the earning of transferrable credits. The “disruptive student” includes suspension or expulsion eligible students in any of grades 6 through 12. Suspension or expulsion eligible students are those students that have been found to be eligible for suspension or expulsion through the discipline process established by a school district. (105 ILCS 5/13A-2.5) Sec. 13A-2.5.

- Supplying a completed application packet, required students records, and academic course requirements for promotion,
- Acknowledging that students placed in the RSSP are subject to progressive discipline and that if a student is dropped from the RSSP, the responsibility for the student returns to the home school/district,
- Acknowledging that home districts will be billed tuition for students enrolled in the Program based on duration of enrollment,
- Acknowledging that home districts are billed for special education services each semester based on enrolled students requiring special education services to recover salary and benefits of special education ROE 53 staff.
- Acknowledging the many policies pertaining to student enrollment and expectations set forth in the Student-Parent Handbook.
- Managing required entries on ISBE’s Student Information System (SIS) regarding students in a timely manner.
- Communicating with the Safe School as requested regarding the student’s individualized plan for earning credits for promotion.

B. Responsibilities of ROE 53 include:

- Maintaining a safe and positive learning environment for students,
- Communicating with the home school regarding academic and behavioral progress as well as the transitioning process of students enrolled in the RSSP,
- Providing academic instruction and/or online courses to earn credits towards promotion from the home school,
- Creating a successful transition back to the home school with a collaboration with the student, the student's family, and home school,
- Enforcing and communicating policies regarding student eligibility, conduct and participation in the Program and general administration of the Program, including, but not limited to, guidelines for student admission, discipline, attendance, evaluation, and return transfer to the member districts upon dismissal or successful completion, and personnel qualification and criteria as contained in the Intergovernmental Agreement, Program and Placement Policies, and the Student-Parent Handbook.
- Managing required entries on ISBE’s Student Information System (SIS) regarding students in a timely manner to include student RSSP services and teacher and course entries.

## II. PLACEMENT POLICY

Inquiry about administrative transfers of students to the ROE 53 Safe School follows this protocol:

- a) Inquiry: Home school/district shall initiate communication with the Program Director as soon as possible regarding interest in a Safe School enrollment to discuss appropriate placements, timelines, needs of the student, possible program openings, and provide an opportunity for review record by the Program Director.
  - If a student has an IEP and requires special education services, placement will depend on openings available in the Program and the Program’s ability to meet the needs required by the IEP. If student needs are beyond the Program’s ability to serve, additional discussion with the Home School regarding alternative arrangements or placements will take place.

- Dates of hearings and possible MDC/change of placement meetings are required for those students that have been found to be eligible for suspension or expulsion through the discipline process established by a school district.
  - ROE 53 reserves the right to refuse enrollment of students based on but not limited to space available in the program.
- b) Application: After an inquiry process, home school/district shall complete the application packet and supply student records required and provide them to the Program Director.
- When all paperwork is in place, the Program Director schedules an intake meeting with the student and family.
  - Enrollment of the student will be scheduled. Expulsion hearings and possible MDC/change of placement meetings are required prior to placement.
- c) Administrative Transfer: After a successful intake meeting, the Program Director will communicate with the home school about the enrollment date. The Home school/district must make necessary changes on ISBE's SIS regarding ROE 53 being the service provider.