

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE
BOONE-WINNEBAGO REGIONAL ALTERNATIVE SCHOOL**

This First Amendment to the Intergovernmental Agreement for the Boone-Winnebago Regional Alternative School (hereinafter the "First Amendment"), pursuant to the provisions of the Intergovernmental Cooperation Clause of the Illinois Constitution (Ill.Const., 1970, Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*).

W I T N E S S E T H

WHEREAS, the Intergovernmental Agreement for the Boone-Winnebago Regional Alternative School (hereinafter the "Original Agreement") was entered into on July 21, 2014 for the purpose of establishing and operating the Regional Alternative School through a Regional Alternative School Board (hereinafter the "Board") for the benefit of the Participating Districts and their students; and

WHEREAS, Section 8.1 of the Original Agreement provides that the Original Agreement may be amended by a two-thirds (2/3) majority of the boards of education of the Participating Districts within sixty (60) days of approval by the Board of the Regional Alternative School; and

WHEREAS, the Board and the Participating Districts desire to amend the Original Agreement; and

WHEREAS, it is in the best interests of the Board and the Participating Districts to enter into this First Amendment;

NOW, THEREFORE, in consideration of the foregoing and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Original Agreement is hereby amended, subject to ratification of two-thirds (2/3s) of the boards of education of the Participating Districts, as follows:

1. Section 2.2 of the Original Agreement is hereby amended to read in its entirety as follows:

Administrative Agent. The Boone-Winnebago Regional Superintendent of Schools shall serve as the Administrative Agent and shall be the fiscal agent of the Regional Alternative School in accordance with the terms and conditions of this Agreement."

2. Section 2.3 of the Original Agreement is hereby amended to read in its entirety as follows:

“Personnel Structure: All full-time and part-time Employees of the Regional Alternative School shall be employed by and under the sole control and authority of the Board and the Director.”

3. Section 2.3.1(c) of the Original Agreement shall be amended to read in its entirety as follows:

“Preparing the Regional Alternative School budget and other administrative reports and documents as required by the Board and the State of Illinois.”

4. Section 2.3.2 of the Original Agreement is hereby amended to read in its entirety as follows:

“The duties, job descriptions, evaluations, scheduling and related personnel procedures for certified and non-certified employees will be managed by the Director of the Regional Alternative School.”

5. Section 3.2.2 of the Original Agreement is hereby amended to read in its entirety as follows:

“Student discipline will be the responsibility of the Regional Alternative School administration while students are being supervised in their alternative education programs. If the students are severely disruptive, they will be subject to arrest, suspension, or other appropriate immediate action. If the Regional Alternative School administration deems it necessary, students can be referred back to the Participating District of origin. Severe discipline problems will be documented to enable the Participating District of origin to consider the suspension or expulsion of the student. Notwithstanding, the Regional Alternative School shall comply with federal and state law due process requirements when disciplining students and will notify the participating district should expulsion or suspension deem warranted. The Regional Alternative School will fully cooperate with any required manifestation hearing or placement meetings as required by state or federal law.

6. Section 3.3 of the Original Agreement is hereby amended to read in its entirety as follows:

“Program Management: The Board may delegate to specific Participating Districts part or all of the management responsibility for programs offered by the Regional Alternative School. Such responsibilities shall include, but not be limited to: staffing; curriculum development; program coordination; instructional evaluation, and management of facilities, equipment, and supplies.”

7. Section 3.4.1 of the Original Agreement is hereby amended to read in its entirety as follows:

“Staff may be employed by the Board through the Director in accordance with the provisions of Section 2.3.1 of this Agreement.”

8. Section 3.4.2 of the Original Agreement is hereby amended to read in its entirety as follows:

“Staff may be contracted with one or more of the Participating Districts.”

9. Section 5.1.1(b) of the Original Agreement is hereby amended to read in its entirety as follows:

“Instructional program costs including expenses for staff salary, benefits, purchased services, supplies, equipment and other purchases needed to operate the Regional Alternative School shall be recommended in an annual budget by the Director of the Regional Alternative School. The Regional Alternative School Board of Control shall approve an appropriate budget following the legal guidelines established by the Illinois State Board of Education and the generally accepted accounting standards.”

10. This First Amendment shall not become effective until it is approved by the Board and ratified by two-thirds (2/3s) of the boards of education of the Participating Districts.
11. The First Amendment may be executed in multiple counter-parts by the Participating Districts and the Board, each of which, taken together, shall constitute one and the same instrument.
12. That all portions of the Original Agreement, not amended hereby, shall remain in full force and effect.
13. The persons executing this First Amendment on behalf of the Board and the Participating Districts warrant that said persons have been lawfully authorized on behalf of the Board and the Participating Districts.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the dates set forth below, and the date of the last Participating District signatory below of shall be the Effective Date of this First Amendment.

Regional Alternative School Board,
an Illinois intergovernmental entity

By: _____

Date: _____

Ratified by the Board of Education of _____,

By: _____
Board President

Date: _____

ATTEST:

Board Secretary

Date: _____

INTERGOVERNMENTAL AGREEMENT FOR THE BOONE-WINNEBAGO REGIONAL ALTERNATIVE SCHOOL

THIS INTERGOVERNMENTAL AGREEMENT is executed pursuant to the provisions of the Intergovernmental Cooperation Clause of the Illinois Constitution (Ill. Const., 1970, Art. VII, Sec. 10) as well as the provisions of the Intergovernmental Cooperation Act of 1973 (ILCS 1994, Chapter 5, Section 220/1, et seq.).

ARTICLE 1: GENERAL

1.1 Name - The name of the Alternative School formed under this Agreement shall be known as the Boone-Winnebago Regional Alternative School ("Regional Alternative School").

1.2 Purpose - The purpose of the Regional Alternative School is to provide the framework for offering alternative education programs and services approved by the Regional Alternative School Board ("Board") for students who are enrolled in participating school districts ("Participating Districts"); to provide the resources needed to operate such programs and services; and to provide, or to contract with the Regional Office of Education to provide, for the delivery of alternative education by the Regional Alternative School in accordance with applicable provisions of the Illinois Revised Statutes, federal laws and regulations, and the rules and regulations of the Illinois State Board of Education.

1.3 Membership - Membership in the Regional Alternative School as a Participating District shall be extended to all public school districts and public schools (laboratory schools) in, or adjacent to, the Boone-Winnebago Regional Office of Education. Member districts must abide by the terms of the Intergovernmental Agreement.

1.3.1 School Districts expressing a desire to participate in the Regional Alternative School (RAS):

Boone

Belvidere CUSD #100
North Boone CUSD #200

Winnebago

Harlem CUSD #122
Rockford Dist. #205
Hononegah CHSD #207
South Beloit CUSD #320
Pecatonica CUSD #321
Winnebago CUSD #323

1.3.2 A school district desiring to join the Regional Alternative School after the initial enrollment period shall be admitted as a Participating District only in accordance with the following provisions:

- (a) The school district's board of education shall file a petition with the Board asking for membership in the Regional Alternative School and agreeing;
 - i) Payment of an assessment established by said Board including, but not limited to, a fair and equitable dollar amount for previous program expenses.
 - ii) Satisfy similar conditions which were met by other Participating Districts as established by said Board.
 - iii) An affirmative vote of the member districts.

1.3.3 Membership in the Regional Alternative School Program shall continue on a year-to-year basis, subject to the procedures set forth in Article 7 of this Agreement.

ARTICLE 2: ORGANIZATION AND OPERATION

2.1 Executive Board:

The Regional Alternative School will be governed by the Board composed of the Superintendent or designee of each Participating District. The Board may establish rules and regulations regarding a person serving as a designee for a voting member on the Board. The Regional Superintendent of Schools for Boone-Winnebago Counties or designee shall be a non-voting member of the governing Board.

- 2.1.1 Each Participating District shall have one (1) vote on all matters coming before the Executive Board.
- 2.1.2 The Board, from its membership, will elect a President, Vice-President and Secretary, each to serve a two-year term. Except as provided by paragraph 2.1.2 (a), elections shall be held in March of even numbered years, with terms of office commencing on September 1 and ending after two years on August 31.
 - (a) In the event of a permanent officer vacancy, the Board shall elect a new officer from its membership at its next regular meeting.
 - (b) In the absence of both the chairperson and vice-chairperson, the members of the Board may elect a chairperson pro tem.
- 2.1.3 The Board shall hold regular meetings on dates established by it. A special meeting may be called by the President or voting members of any two Participating Districts by requesting the Secretary to notify the Participating Districts of the special meeting. Notice of a special meeting must be given at least forty-eight hours before the meeting by mailing (electronic mail is an option) a copy of the notice to each Participating District. Notice of a special meeting also must contain an agenda for the meeting. Meetings must also be called in accordance with the provisions of the Illinois Open Meetings Act (Ill. Rev. Stat. 1985, Ch. 102, Par. 42, et seq.).
- 2.1.4 The Board may take action only when a majority of voting representatives of the Participating Districts is present.
- 2.1.5 All meetings of the Board shall be conducted in accordance with Robert's Rules of Order and the Illinois Open Meetings Act.
- 2.1.6 The functions of the Board shall be to:
 - (a) Establish and approve bylaws, policies, and procedure for the operation of the Regional Alternative School.
 - (b) Approve appointment of an Administrative Agent for the Regional Alternative School, subject to the provisions of Section 2.3 of this Agreement.
 - (c) Approve the annual operating budget for Regional Alternative School.
 - (d) Enter into contracts to provide goods and services needed to operate the Regional Alternative School.
 - (e) Approve or authorize all financial transactions of the Regional Alternative School based on the approved annual operating budget.
 - (f) Recommend changes in any part of the Regional Alternative School operations that requires approval by the Participating Districts.
 - (g) Designate all site locations where classes approved by the Regional Alternative School will be offered.
 - (h) Direct an annual evaluation of approved programs, costs, and procedures of the Regional Alternative School and require appropriate staff reports to that end.

- (i) Perform any and all other functions designated elsewhere in this Agreement.

2.2 Administrative Agent: The Boone-Winnebago Regional Superintendent of Schools shall serve as the Administrative Agent and shall be the legal and fiscal entity of the Regional Alternative School in accordance with the terms and conditions of this Agreement.

2.2.1 Subject to the provisions of paragraph 2.3.2 of this Agreement, The Board may contract with a Participating District or the Regional Office of Education to furnish designated services needed for the administration of the Regional Alternative School including, but not limited to, the services of a Director and other central staff members, supplies, and other administrative costs established by the Board.

2.2.2 The Administrative Agent under this Agreement may be changed or the conditions altered in accordance with the provisions of this paragraph.

- (a) The Board may change the Administrative Agent by a majority vote of the members of said Board.
 - (i) A vote to change the Administrative Agent shall occur on or before February 15 of any year, with the effective date of such change to be July 1 of the next fiscal year.
 - (ii) Following a vote to change the Administrative Agent, the Board, the Administrative Agent, and the new Administrative Agent by mutual written agreement may agree on the effective date of such change if different from that set forth in 2.2.2 (a)(1) above.
- (b) The Administrative Agent may resign its position by:
 - (i) Providing written notice to the Board on or before February 15 of any year, with the effective date of such resignation to be July 1 of the next fiscal year.
 - (ii) Following notification of such resignation, the Board, the then current Administrative Agent, and the new Administrative Agent by mutual written agreement may agree on the effective date of such resignation if different from that set forth in 2.2.2 (b)(1) above.
- (c) Changing the Administrative Agent shall not be considered as an amendment to this Agreement and will be subject only to the provisions of this paragraph.
- (d) The Board may contract with the Participating Districts of the Boone-Winnebago Regional Superintendent of Schools to perform any or all of the above responsibilities of the Administrative Agent.

2.2.3 Subject to the provisions of 2.3.3(f), the Administrative Agent shall be responsible for:

- (a) Payment of all costs incurred by the Regional Alternative School that are approved and authorized by the Board.
- (b) Reimbursement of all income received by the Regional Alternative School to the appropriate Participating Districts.
- (c) Maintaining an accounting system to document receipts and disbursements of the Regional Alternative School.
- (d) Annually furnishing the Board an audit of the Regional Alternative School accounts prepared by an independent audit firm. The Regional Alternative School shall pay the cost of the said annual audit.

- (e) Completing and filing of all required Illinois State Board of Education reports, grants, claims, budgets, and other documents will be done by the Regional Alternative School.

2.3 Personnel Structure: All full-time or part-time Employees of the Regional Alternative School shall be employed by the Administrative Agent.

2.3.1 The duties of Director shall include:

- (a) Coordinating and directing arrangements for establishing, scheduling, conducting, and evaluating the Regional Alternative School programs and services as directed by the Board.
- (b) Attending and participating in all meetings of the Board.
- (c) Preparing the Regional Alternative School budget and other administrative reports and documents as required by the Board and the State of Illinois under the guidance and supervision the Administrative Agent.
- (d) Preparing for review of any and all grants, claims, reports, budgets, and other documents relative to the operations of the Regional Alternative School.
- (e) Maintaining appropriate student and personnel records as directed by the Board.
- (f) Recommending, supervising, and evaluating the Regional Alternative School activities and personnel.
- (g) Organizing and facilitating the activities of the Regional Alternative School's various advisory committees.
- (h) Performing other duties as directed by the Board.

2.3.2 The duties, job descriptions, evaluations, and related personnel procedures for certified and non-certified employees will be managed by the Administrative Agent and the Director of the Regional Alternative School.

2.4 Advisory Committees: Committees shall be utilized by the Regional Alternative School in accordance with the provisions of this Section.

2.4.1 Standing Special Committees: Special committees, to include but not be limited to: policy, finance, and curriculum, may be appointed by the Board for any special purpose the Board deems necessary.

ARTICLE 3: PROGRAMS

3.1 Types of Programs: The types and locations of programs offered by the Regional Alternative School shall be established by the Board upon the recommendation of the Director and the Planning and Program Committee.

- 3.1.1 Shared regional programs shall serve students from two or more Participating Districts. Such programs shall be operated by a single Participating District or by a contracting agency of the Regional Office of Education
- 3.1.2 Local programs shall serve students from Participating Districts.
- 3.1.3 Each program shall be established to meet alternative education needs of student. Selection, content, and location of the programs shall be based upon sound planning to include: local needs, student interest, employment date and appropriate governmental agency information.
- 3.1.4 Programs offered by the Regional Alternative School shall include the following:
 - (a) An outcome oriented curriculum that includes, or is moving towards, competency- based instruction.
 - (b) A well defined sequence of courses.
 - (c) Specific courses to be offered.
 - (d) Assurance of high quality instruction, equipment and facilities, making efficiency a major consideration.

- 3.1.5 Nothing in this Agreement shall prohibit or restrict the right of any Participating District from providing their own special alternative education courses to their students.

3.2 Students: Each Participating District shall determine the assignment of its students to programs offered by the Regional Alternative School.

- 3.2.1 To assist with effective administration of programs offered by the Regional Alternative School, each Participating District will advise the Director on or before February 15 of each year of the estimated number of students the Participating District plans to enroll for the next school year. This information will have a direct impact on costs and staffing.
- 3.2.2 Student discipline will be the responsibility of the Administrative Agent and the Regional Alternative School administration while students are being supervised in their alternative education programs. If the students are severely disruptive, they will be subject to arrest or other appropriate immediate action. If the Regional Alternative School administration and the Administrative Agent deem it necessary, students can be referred back to the Participating District of origin. Severe discipline problems will be documented to enable the Participating District of origin to consider the suspension or expulsion of the student. Administrative Agent and Regional Alternative School have the right to refuse to provide services for a severely disruptive student.

3.3 Program Management: The Board may delegate to specific Participating Districts or the Administrative Agent part or all of the management responsibility for programs offered by the Regional Alternative School. Such responsibilities shall include, but not be limited to: staffing; curriculum development; program coordination; instructional evaluation, and management of facilities, equipment, and supplies.

3.4 Staffing: Staffing for the Regional Alternative School shall be accomplished by using one or more of the following provisions.

- 3.4.1 Staff may be employed by the Board through the Administrative Agent or contracted with the Administrative Agent in accordance with the provisions of Section 2.3 and 2.4 of this Agreement.
- 3.4.2 Staff may be contracted with one or more of the Participating Districts or the Regional Office of Education.
- 3.4.3 Program and service staff members who are employees of a Participating District and assigned Regional Alternative School functions by such a Participating District shall remain employees of that District.

ARTICLE 4: LOCATIONS

4.1 Program Sites: The Board shall establish and approve the sites for all programs offered by Regional Alternative School, keeping maximum accessibility and efficiency as major determinants in the site selection process provided to all Participating Districts in the spring of each year as a part of the enrollment process.

4.2 Official Office: The official office of the Regional Alternative School shall be that of the Administrative Agent as designated by the Board in accordance with the provisions Section 2.3 of this Agreement.

ARTICLE 5: FINANCE

5.1 Budget: Except as provided by Section 5.5 of this Agreement, the board shall adopt on or before May 30 of each fiscal year (July 1 to June 30) a Regional Alternative School budget for the next fiscal year, which shall include the following:

5.1.1 Expenditures:

- (a) Administrative costs including salary and benefits of the Director and other central staff members, purchased services to operate the administrative office, supplies, equipment, and other administrative costs established or contracted by the Board.
- (b) Instructional program costs including expenses for staff salary, benefits, purchased services, supplies, equipment and other purchases needed to operate the Regional Alternative School shall be recommended in an annual budget by the Director of the Regional Alternative School and the Administrative Agent. The Regional Alternative School Executive Board shall approve an appropriate budget following the legal guidelines established by the Illinois State Board of Education and the generally accepted accounting standards.
- (c) Other program costs approved by the Board.

5.1.2 Revenue:

- (a) ISBE reimbursement, specifically GSA, designated for the Regional Alternative School programs, shall be paid to the Regional Office of Education based upon the state's guidelines for such funding.
- (b) Each school district desiring to join and approved by the Executive Board shall pay the first year's cost for its students enrolled in regional programs calculated by dividing the total cost of operation for each instructional site by the average number of students enrolled at each instructional site during the second semester and multiplied by the number of students it intends to enroll.
- (c) Other revenue received from sources other than those listed above.
- (d) The Regional Office of Education may, with the Approval of the Board, establish a reserve in the fund for the operations of the Regional Alternative School, not to exceed the cost of one year's operation. This fund balance accumulated over the years and maintained at that level will be used to provide for cash flow needs, especially during the summer when revenue sources may not be available to support the Regional Alternative School operations.

5.2 Method of Payment: On or before June 15th of each fiscal year, the Administrative Agent, with the approval of the Board, shall prepare an itemized statement for each new Board approved District listing applicable charges for the current fiscal year for all operations.

- 5.2.1 Initial assessment, if any, shall be paid within six (6) calendar weeks of the date of such assessment.

- 5.2.2 In addition to the charges and payments set forth in paragraph 5.2.1 and 5.2.2 of this agreement, the Board may periodically require each Participating District to pay a special assessment to cover deficits of the Regional Alternative School or to provide advance funding for administrative or other approved expenses.
- 5.2.3 The Board of Education of each newly approved Participating District shall assume its financial obligations under this Agreement without the imposition of financial responsibility of any other Participating District and shall make timely payments of all costs.

5.3 Charge to Non-Members of the System: Charges to non-member school districts, individuals and other governmental bodies for educational training services provided by the Regional Alternative Schools shall be established by the Board on a case-by-case basis. In no case shall such charges be less than the cost paid by Participating Districts.

5.4 Accounting Procedures: The Administrative Agent shall maintain separate accounts for the Regional Alternative School operation which conform with the Illinois Program Accounting Manual for Local Education Agencies and rules and regulations of the Illinois State Board of Education. As directed by the Board, the Administrative Agent shall report to the Participating District regarding the financial operation of the Regional Alternative School, including but not limited to the presentation of an annual audit prepared by an independent CPA firm.

ARTICLE 6: TRANSPORTATION

6.1 Responsibility for Transportation: Transportation for students to and from alternative education programs offered by the Regional Alternative School shall be the sole responsibility of the Participating District of the student's residence.

6.2 Shared Transportation : Whenever desirable, Participating Districts may wish to share student transportation to and from regional alternative education programs with one (1) of more other Participating Districts. Such shared transportation shall be the responsibility of the Participating Districts involved and not a part of the services offered by the Regional Alternative School.

ARTICLE 7: TERMINATION, WITHDRAWAL, AND REMOVAL

7.1 Termination: This agreement may be terminated by the mutual agreement of all Participating Districts.

7.1.1 A vote to terminate this Agreement shall occur twelve (12) months prior to June 30th of the current fiscal year.

7.1.2 In the event this Agreement is terminated pursuant to this Section:

- (a) The Regional Alternative Schools assets shall be liquidated and the proceeds distributed in accordance with each Participating District's interest vested in each asset based on a prorated calculation of the total Regional Alternative School enrollment of students from Participating Districts over the preceding years up to the last five consecutive years.

7.1.3 Withdrawal: A Participating District may withdraw from the Regional Alternative School by giving the Board written notice by certified mail of its desire to withdraw at least twelve (12) months, prior to June 30th of the current fiscal year from the Regional Alternative School

7.2.1 In the event written notice of withdrawal is given pursuant to this Section, the Participating District shall continue participating in the Regional Alternative School and shall pay all approved applicable costs, as specified in Article 5 of this Agreement, through June 30 of the fiscal year such withdrawal occurs.

- 7.2.2 If a Participating District withdraws from the Regional Alternative School, all equipment and other assets purchased by the Regional School shall remain the property of the Regional Alternative School. All equipment and other assets purchased by the Participating District and loaned or leased to the Regional Alternative School shall remain the property of such District.
- 7.3 Removal: Removal of a Participating District from the Regional Alternative School may occur only for failing to abide by the provisions of this agreement.
- 7.3.1 Action to remove a Participating District from the Regional Alternative School shall be taken by a majority vote of the voting members of the Board.
- 7.3.2 In the event removal of Participating District is approved, the Board shall notify the participating District in writing by certified mail of such action at least six (6) months, prior to June 30th of the current fiscal year that such removal occurs.
- 7.3.3 The Participating District removed from the Regional Alternative School pursuant to the provisions of this Section shall be obligated to pay all approved applicable costs, as specified in Article 5 of this Agreement, through June 30 of the fiscal year such removal occurs.
- 7.3.4 If a Participating District is removed from the Regional Alternative School, all equipment and other assets purchased by the Regional Alternative School shall remain the property of the Regional Alternative School. All equipment and other assets purchased by the Participating District shall remain the property of such District.
- 7.4 Notification: Should termination, withdrawal, or removal occur, the Board shall notify the Participating District and the Illinois State Board of Education of such action as soon as possible, but no later than twelve (12) months prior to June 30th of the fiscal year that such action becomes effective.

ARTICLE 8: AMENDMENTS

- 8.1 Amendments: This Agreement may be amended by a two-thirds (2/3) majority of the boards of education participating in the Agreement. If approved by the Board, the proposed amendment shall be submitted to the board of education of each Participating District for ratification. Such boards of education shall take action within sixty (60) days after being mailed a copy of the amendment. Failure of a board of education to act on the amendment to this Agreement shall be deemed to be a vote against the amendment.

ARTICLE 9: APPROVAL AND RELATED PROVISIONS

- 9.1 Effective Date: The effective date of this Agreement shall be July 1, 2014 prior to the start date of the Regional Alternative School year 2014-2015, with the passage of an Intergovernmental Agreement Resolution by the Board of Education of each Participating District which shall be attached to and made part of the Agreement. This supersedes the initial agreement dated July 1, 1998.
- 9.2 Entire Agreement: The terms and conditions set forth in this Agreement comprise the entire understanding and commitment between the parties hereto. Such terms and conditions may be modified by alteration, change, addition to, or deletion only in the accordance with the provisions of Article 8 above.
- 9.3 Not Agents: In the interpretation of this Agreement and the relations between the Participating District, this Agreement shall be construed as being an independent agreement by and between the Participating District; and each respective Participating District and its employees shall not be deemed in any way to be an agent, employee, or official of any other Participating District.

Approved by the Board of Education, _____
School District Name

Address City State Zip Code

Board President Date Board Secretary Date