

## Summary of IGA Amendment

### General and Purpose

- **New branding:** Official name established as *Summit Academy*.
- **Mission and core values added:** Focus on resetting, connecting, restoring, and returning students with individualized plans.
- **Clarified purpose:** Emphasizes compliance with state/federal laws and collaboration with stakeholders.

### Membership

- **Expansion of eligibility:** Open to all public school districts in the Boone-Winnebago ROE.
- **New districts joining:** Must pay daily assessment and meet ROE-established conditions.

### Governance & Operation

- **ROE sole governance authority:** Clearly establishes the Regional Superintendent's full oversight.
- **Expanded ROE duties:** Includes policy approval, budget oversight, staff evaluation, financial authorization, and annual program evaluation.

### Personnel

- **Clarification:** All employees are under the ROE's authority.
- **Personnel duties:** Defined responsibilities for hiring, evaluating, scheduling, and supervising staff.

### Programs

- **Defined programming:** ALOP, Regional Safe School, and Truant programs for grades 6–12 instead of an IGA only for ALOP.
- **Program enhancements:** Includes competency-based instruction and ISBE-compliant licensed staff.
- **Increased transparency:** Quarterly program updates and monthly principal meetings.

## Students

- **Referral/enrollment timelines:** Districts must notify ROE annually of projected student numbers.
- **Discipline protocol clarified:** ROE oversees discipline; severe cases may be referred back to the home district.
- **ROE responsibilities added:** Communicate with district counselors and maintain Student Support Plans.

## Locations

- **Site approval:** Program locations must be approved by ROE.
- **Official office location:** Set as the ROE office.

## Finance

- **Budget process refined:** Includes clear deadlines and itemized expenditures/revenue sources.
- **Monthly tuition billing:** Tuition rates set by ROE; districts notified of changes by May 30 annually.
- **Reserve fund allowed:** May hold funds equal to one year's operation for cash flow needs.

## Transportation

- **District responsibility:** Each Participating District must provide student transportation.

- **Shared transportation allowed:** Districts may arrange shared routes independently.

## **Termination, Withdrawal, and Removal**

- **Clear timelines:** 12-month notice required for termination or withdrawal.
- **Asset handling:** Liquidation and distribution based on proportional enrollment over up to five years.
- **Notification duties:** ROE must inform ISBE and districts of termination/withdrawal.

## **Amendments**

- **Two-thirds majority required:** For any amendments to take effect.
- **60-day action window:** For boards to approve/reject amendments.

## **Legal Provisions**

- **Updated effective date:** Supersedes the July 1, 2023, agreement.
- **Clarification of roles:** Participating districts are not agents of one another.
- **Hold harmless clause:** Each party not liable for another's negligence or misconduct.

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

THIS AMENDMENT TO 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, “Summit Academy.”

**1.2 Purpose** – The purpose of Summit Academy is to provide the framework for offering alternative education programs and services approved by the Regional Office of Education (hereinafter referred to as ROE) for students who are enrolled in participating school districts (“Participating Districts”); to provide the resources needed to operate such programs and services; and for Participating Districts to provide, or to contract with the Regional Office of Education to provide, for the delivery of alternative education by Summit Academy 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. The mission of Summit Academy is to reset, connect, restore and return students to their sending school or into the community focused on graduation and matriculation. Its core value is to embrace the life cycle of students by collaborating with stakeholders on Individualized Learning and Growth Plans.

**1.3 Membership** – The Hononegah #207 Alternative Learning Opportunity Program was originally organized through the district but has since functioned as a cooperative program through the Boone Winnebago Regional Office of Education #4 (040000000009501). Summit Academy’s Alternative Learning Opportunity Program (ALOP), as well as a Regional Safe School Program and Truant Alternative and Option Education Program, serves students in grades 6-12. Participation in Summit Academy as a Participating District shall be extended to all public school districts within the Boone-Winnebago Regional Office of Education. Participating districts must abide by the terms of the Intergovernmental Agreement.

1.3.1 A school district desiring to join Summit Academy after the initial enrollment period shall be admitted as a Participating District only in accordance with the following provisions:

- i) Payment of a daily assessment established by the ROE.; and
- ii) Satisfy similar conditions which were met by other Participating Districts as established by the ROE.

### **ARTICLE 2: ORGANIZATION AND OPERATION**

**2.1 Governance:**

Summit Academy will be governed by the Regional Superintendent of Schools for Boone-Winnebago Counties.

2.1.2 The ROE shall hold meetings on dates established by it.

2.1.3 The functions of the ROE shall be to:

- (a) Establish and approve policies, and procedure for the operation of Summit Academy.
- (b) Approve the annual operating budget for Summit Academy.
- (c) Enter into contracts to provide goods and services needed to operate Summit

Academy.

(d) Approve or authorize all financial transactions of Summit Academy's based on the approved annual operating budget.

(e) Direct an annual evaluation of approved programs, costs, and procedures of Summit Academy and require appropriate staff reports to that end.

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

2.2 Subject to the provisions of 2.3.3, the ROE shall be responsible for:

(a) Payment of all costs incurred by Summit Academy.

(b) Maintaining an accounting system to document receipts and disbursements of Summit Academy.

(c) Completing and filing of all required Illinois State Board of Education reports, grants, claims, budgets, and other documents will be done by Summit Academy.

2.3 Personnel Structure: All full-time and part-time Employees of Summit Academy shall be employed by and under the sole control and authority of the Regional Superintendent.

2.3.1 The duties of the Regional Superintendent shall also include:

(a) Coordinating and directing arrangements for establishing, scheduling, conducting, and evaluating the Summit Academy programs and services.

(b) Preparing the Summit Academy budget and other administrative reports and documents as required by the State of Illinois.

(c) Preparing for review of any and all grants, claims, reports, budgets, and other documents relative to the operations of Summit Academy.

(d) Maintaining appropriate student and personnel records as directed by the Board.

(e) Recommending, supervising, and evaluating Summit Academy activities and personnel.

(f) Organizing and facilitating the activities of Summit Academy's various advisory committees.

2.3.2 The duties, job descriptions, evaluations, scheduling and related personnel procedures for certified and non-certified employees will be managed by the Regional Superintendent of Summit Academy

2.4 Advisory Committees: Committees shall be utilized by Summit Academy in accordance with the provisions of this Section.

### **ARTICLE 3: PROGRAMS**

3.1 Types of Programs: The types and locations of programs offered by Summit Academy shall be established by the ROE upon the recommendations and input by participating districts.

3.1.1 All programs shall support the social, emotional and academic needs of the students. Programs offered by Summit Academy 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.

(e) Personnel compliance to the Illinois State Board of Education's licensing requirements for high school credit-bearing courses

3.1.2 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.

3.1.3 Quarterly updates on the status of the program to member districts, including enrollment, discipline, credits, graduation status, and other goals.

3.1.4 Monthly principal meetings to inform principals of status of students and programs as well as answer questions.

3.2 Students: The ROE shall determine referral and enrollment procedures.

3.2.1 To assist with effective administration of programs offered by Summit Academy, each Participating District will advise the ROE on or before the 14th day after the last day of the spring semester of each year of the estimated number of students the Participating District plans to enroll through the programs 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 ROE and Summit Academy's administration while students are being supervised in the alternative education programs. If the students are severely disruptive, they will be subject to arrest, temporary-homebound status, or other appropriate immediate action. If the Summit Academy administration and the ROE 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. Notwithstanding, Summit Academy shall comply with federal and state law due process requirements when disciplining students and will notify the participating district should a student be in violation of their agreement to participate in on-campus learning at Summit Academy. Summit Academy will fully cooperate with any required manifestation hearing or placement meetings as required by the state or federal law.

3.2.3 ROE will communicate with designated district counselors.

3.2.4 Student Support Plans – ROE will create and maintain as this is a grant requirement.

3.3 Staffing: Staffing for Summit Academy shall be accomplished by using one or more of the following provisions.

3.3.1 Staff may be employed by the ROE in accordance with the provisions of Section 2.3 of this Agreement.

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

3.3.3 Program and service staff members who are employees of a Participating District and assigned Summit Academy functions by such a Participating District shall remain employees of that district.

#### **ARTICLE 4: LOCATIONS**

4.1 Program Sites: The ROE shall approve the building site agreement offered by Summit Academy and any partnering district or business.

4.2 Official Office: The official office of Summit Academy shall be that of the ROE.

#### **ARTICLE 5: FINANCE**

5.1 Budget: Except as provided by Section 5.5 of this Agreement, the ROE shall adopt prior to September 1st of each fiscal year Summit Academy's Program(s) budget for the next fiscal year, which shall include the following:

5.1.1 Expenditures:

(a) Administrative costs including salary and benefits of the Executive Director and other central staff members, purchased services to operate the administrative office, supplies, equipment, and other administrative costs established or contracted by the ROE.

(b) Instructional program costs including expenses for staff salary, benefits, purchased services, supplies, equipment and other purchases needed to operate the Summit Academy shall be recommended in an annual budget. The ROE shall approve an appropriate budget following the legal guidelines established by the Illinois Board of Education and the generally accepted accounting standards.

(c) Other program costs.

5.1.2 Revenue:

(a) ISBE reimbursement, specifically Evidence-Based Funding, designated for the Summit Academy's programs, shall be paid to the Regional Office of Education based upon the state's guidelines for such funding.

(b) All Participating Districts enrolling students in Summit Academy in one or more of the Programs shall pay a monthly tuition. Tuition rates shall be approved by the ROE annually. If there are any changes to tuition costs, they shall be communicated to participating districts no later than May 30 of each year.

(d) The Regional Office of Education may establish a reserve in the fund for the operation of Summit Academy's Programs, not to exceed the cost on 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 Summit Academy.

5.2 Method of Payment: On or before the 15<sup>th</sup> of each month, the ROE, shall prepare an itemized statement listing applicable charges from the previous month.

5.2.1 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 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 Summit Academy staff shall be established by the Regional Office of Education.

5.4 Accounting Procedures: The Administrative Agent shall maintain separate accounts for Summit Academy operation which conform with the Illinois Program Accounting Manual for Local Education Agencies and rules and regulations of the Illinois State Board of Education.

## **ARTICLE 6: TRANSPORTATION**

6.1 Responsibility for Transportation: Transportation for students to and from alternative education programs offered by Summit Academy 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) or more other Participating Districts. Such shared transportation shall be the responsibility of the Participating Districts involved and not part of the services offered by Summit Academy.

## **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 30<sup>th</sup> of the current fiscal year.

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

Summit Academy's identified Program 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 total Summit Academy enrollment of students from Participating Districts over the preceding years up to the last five consecutive years.

7.2 Withdrawal: A Participating District may withdraw from Summit Academy by giving the other members and the ROE written notice by certified mail of its desire to withdraw at least twelve (12) months, prior to June 30<sup>th</sup> of the current fiscal year from Summit Academy.

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

7.2.2 If a Participating District withdraws from Summit Academy, all equipment and other assets purchased by Summit Academy shall remain the property of Summit Academy. All equipment and other assets purchased by the Participating District and loaned or leased to Summit Academy shall remain the property of such District.

7.3 Notification: Should termination or withdrawal occur, the ROE 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 30<sup>th</sup> 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. 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 Amendment shall be \_\_\_\_\_ 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 amended Agreement dated July 1, 2023.

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. Participating Districts and the ROE agree that all parties to the intergovernmental agreement be held harmless for any claims or cause of action due to the negligence or willful wanton misconduct of any administrator or employee of Summit Academy.

Approved by the Board of Education, \_\_\_\_\_,  
School District Name

\_\_\_\_\_  
Address City State Zip Code

\_\_\_\_\_  
Board President Date Administrative Agent Date