

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, "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 Summit Academy 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 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 organized through the district but functions as a cooperative program through the Boone Winnebago Regional Office of Education #4 (04000000009501). Summit Academy's Alternative Learning Opportunity Program (ALOP) serves students 9-12th grades. Membership in Summit Academy as a Participating District shall be extended to all public school districts within the Boone-Winnebago Regional Office of Education. Member 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:

- (a) The school district's board of education shall file a petition with the Board asking for membership in Summit Academy 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.

1.3.2. Membership in Summit Academy 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:

Summit Academy 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 and a President-Elect. President-Elect spans a 4 year term, 2 years as President-Elect and 2 years as President. 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 1st and ending after four years on August 31st.

(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 President and President-Elect, the members of the Board may elect a President 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 administrative agent 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 all meetings shall be in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 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 Summit Academy.

(b) Approve appointment of an Administrative Agent for Summit Academy, subject to the provisions of Section 2.2 of this Agreement.

(c) Approve the annual Alternative Learning Opportunity Program operating budget for Summit Academy.

(d) Enter into contracts to provide goods and services needed to operate Summit Academy.

(e) Approve or authorize all financial transactions of Summit Academy's Alternative Learning Opportunity Program based on the approved annual operating budget.

(f) Recommend changes in any part of Summit Academy's operations that requires approval by the Participating Districts.

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

(h) 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 fiscal agent of Summit Academy 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 the Administrative Agent to furnish designated services needed for the Administration of Summit Academy including, but not limited to, the services of a Executive Director and other central staff

members contracted through the Alternative Learning Opportunity Program, 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 1st 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 1 of any year, with the effective date of such resignation to be July 1st 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, the Administrative Agent shall be responsible for:

(a) Payment of all costs incurred by Summit Academy that are approved and authorized by the Board.

(b) Reimbursement of all income received by Summit Academy to the appropriate Participating Districts.

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

(d) Annually furnishing the Board an audit of Summit Academy accounts prepared by an independent audit firm. Summit Academy 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 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 Board and the Executive Director.

2.3.1 The duties of the Executive Director shall include:

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

(b) Attending and participating in all meetings of the Board.

- (c) Preparing the Summit Academy budget and other administrative reports and documents as required by the Board and the State of Illinois.
- (d) Preparing for review of any and all grants, claims, reports, budgets, and other documents relative to the operations of Summit Academy.
- (e) Maintaining appropriate student and personnel records as directed by the Board.
- (f) Recommending, supervising, and evaluating Summit Academy activities and personnel.
- (g) Organizing and facilitating the activities of Summit Academy's various advisory committees.
- (h) Performing other duties as directed by the Board.

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

2.4 Advisory Committees: Committees shall be utilized by Summit Academy 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 Summit Academy shall be established by the Board upon the recommendation of the Executive Director. Ad Hoc committees may be utilized as deemed necessary by the board and administrative agent.

3.1.1 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.

3.2 Students: The administrative agent and Executive Director determine enrollment procedures as explained annually in the board approved code of conduct.

3.2.1 To assist with effective administration of programs offered by Summit Academy, each Participating District will advise the Executive Director 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 Alternative Learning Opportunity Program 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 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 Administration 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. 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.

3.3 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 Board through the Executive Director 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 Board 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 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 30th of each fiscal year (July 1st to June 30th) a Summit Academy's Alternative Learning Opportunity Program 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 Board.

(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 by the Executive Director of Summit Academy and the Administrative Agent. Summit Academy's Board 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 approved by the Board.

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) 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) All Participating Districts enrolling students in Summit Academy through the Alternative Learning Opportunity Program shall pay a monthly tuition. Tuition rates shall be approved by the Board of Directors annually. The board approved code of conduct shall include a decision-making rubric for tuition costs and enrollment decisions.

(d) The Regional Office of Education may, with the Approval of the Board, establish a reserve in the fund for the operation of the Summit Academy's Alternative Learning Opportunity Program, 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 15th of each month, the Administrative Agent, with the approval of the Executive Director and the Administrative Agent, shall prepare an itemized statement listing applicable charges from the previous month.

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 Summit Academy 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 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 or the administrative agent and will be distributed to the appropriate programs.

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. As directed by the Board, the Administrative Agent shall report to the Participating District regarding the financial operation of the Summit Academy, 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 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 30th of the current fiscal year.

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

(a) Summit Academy's identified Alternative Learning Opportunity 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 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 Summit Academy. Additionally, any Participating District who does not refer students to the Alternative Learning Opportunity Program for 3 consecutive school years accepts their passive withdrawal from the program and shall adhere by the procedures set forth in 5.1.2 (b) of this document for reinstatement in the program.

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 30th 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 Removal: Removal of a Participating District from Summit Academy may occur only for failing to abide by the provisions of the Agreement.

7.3.1 Action to remove a Participating District from Summit Academy shall be taken by a majority vote of the voting members of the Board.

7.3.2 In the event a removal of a 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 Summit Academy pursuant to the provision of this Section shall be obligated to pay all approved applicable costs, as specified in Article 5 of this Agreement, through June 30th of the fiscal year such removal occurs.

7.3.4 If a Participating District is removed 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 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 1st, 2023 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 September 18, 2019.

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 Administrative Agent 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


3/22/23