

**COOPERATIVE AGREEMENT
BETWEEN**

**(Lee/Ogle/Whiteside School District)
AND
Regional Office of Education 47**

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between ROE 47 (hereinafter referred to as "ROE") and the _____ School District (hereinafter referred to as the "DISTRICT") for delivery of ROE 47 Alternative Educational Programs (hereinafter referred to as the "PROGRAMS"), including, but not limited to:

- Chana Regional Safe School Program
- C4C Regional Safe School Program
- C4C Alternative Learning Opportunities Program

WHEREAS, the ROE, is authorized to collaborate with one or more school districts within Lee, Ogle, and Whiteside counties to administer the ROE 47 Alternative Educational Programs; and

WHEREAS, the District is a duly constituted legal entity in Lee, Ogle or Whiteside County, Illinois, organized pursuant to Section 10-22.31 of The School Code; and

NOW, THEREFORE, in consideration of the premises and of the mutual considerations, promises and agreements stated herein, the parties agree as follows:

I. TERM

- A. This Agreement shall commence on the day and year first above written and shall be in effect during the 2021-2022 school term, unless otherwise terminated as provided in this Agreement.
- B. This Agreement may be extended for periods of one year thereafter, only upon written agreement of the parties involved which includes the Regional Superintendent, and the District Superintendent, and subject to termination in accordance with this Agreement.
- C. Early Termination
 1. Funding Contingency: The parties recognize that the ability of the ROE to implement this Agreement is contingent upon the approval and funding of the PROGRAMS by the Illinois State Board of Education. Therefore, the ROE reserves the right to terminate this Agreement in the event that the Illinois State Board of Education fails to approve the PROGRAMS or the funding is insufficient to fund the PROGRAMS.
 2. District Participation Contingency: The parties recognize that the need for the efficiency of the services provided pursuant to this Agreement is contingent upon the level of participation in the PROGRAMS by the school districts in Lee, Ogle, and Whiteside counties. Accordingly, the ROE reserves the right to terminate this Agreement in the event that the number of school districts participating in the PROGRAMS or the number of students served by the PROGRAMS fall below a minimum level as determined by the ROE. However,

the PROGRAMS may not be terminated during a school semester.

II. PROGRAM SERVICES

- A. ROE's Representations for PROGRAMS except Chana Regional Safe School
 - 1. The ROE shall prepare an annual program plan and budget for the ROE 47 Alternative Programs Advisory Board. The program plan and budget shall include information such as a description of the curriculum, staffing needs, support services, and administrative coverage, and the costs thereof.
 - 2. The ROE shall provide services which include, but are not limited to, the following: (1) administering student enrollment, including the administration of eligibility, admissions, and student transfers back to transferor school district due to dismissal from or completion of the program; (2) staffing the PROGRAMS, including hiring, employing, training, evaluating and terminating staff; (3) administering curriculum, including developing the curriculum, providing appropriate materials and implementing the curriculum; (4) access for the students to a physical education program and social emotional learning curriculum; (5) access for the students to counseling services; (6) administrative supervision for the staff and students; and (7) access to secretarial support.
 - 3. The ROE shall write the individual student plan (called Individual Optional Education Plan, Alternative Education Plan, or Student Success Plan) in cooperation with the student, parent and DISTRICT representative.
 - 4. The ROE shall make an application to the Illinois State Board of Education for funds to operate the PROGRAMS and shall collect funds from participating school districts as stated below.
- B. ROE Representations for Chana Regional Safe School Program
 - 1. Covered under a separate cooperative agreement with OCEC.
- C. District Representations for all PROGRAMS
 - 1. Maintain enrollment: All students in all PROGRAMS must remain fully enrolled in DISTRICT as recorded in the Student Information System. DISTRICT is "home school" for students and PROGRAMS are "serving school".
 - 2. Individual Student Plan: A DISTRICT representative with the authority to represent the DISTRICT must participate in writing and then approving the student individual plan which describes the alternative educational program for each student. This plan must also describe student's participation in extracurricular activities at the "home school " while attending the PROGRAM. This includes, but is not limited to sports teams or sporting events, dances and prom, graduation ceremonies and other senior activities.
 - 3. Earning Credits: If the student individual plan is written for credit recovery, then the DISTRICT must accept the credits from the PROGRAM as written in the plan.

III. PERSONNEL

- A. Employment of Personnel in PROGRAMS except within the Chana Regional Safe School Program:
The ROE shall hire and employ all staff necessary for the PROGRAM except within the Chana Regional Safe School. The ROE shall be solely responsible for the appointment, employment, evaluation, dismissal and determination of the terms and conditions of employment for such staff. It is the intent and understanding of the parties that such staff shall at all times remain employees of the ROE and shall not be employees of any school district participating in the PROGRAMS. It is

the further understanding and intent of the parties that such staff will not in any event accrue tenure or employment rights in any school district participating in the PROGRAMS.

B. Employment of Personnel within the Chana Regional Safe School Program:

The Ogle County Educational Coop (hereinafter referred to as "OCEC") shall hire and employ all staff necessary for the Chana Regional Safe School, and shall be solely responsible for the appointment, employment, evaluation, dismissal and determination of the terms and conditions of employment for such staff. It is the intent and understanding of the parties that such staff shall at all times remain employees of the OCEC and shall not be employees of the ROE nor any school district participating in the Chana Regional Safe School. It is the further understanding and intent of the parties that such staff will not in any event accrue tenure or employment rights in any school district participating in the Chana Regional Safe School.

IV. PROGRAM PAYMENTS

A. Payments in PROGRAMS except the Chana Regional Safe School:

A fee, to be announced later, will be charged to the home school district by the ROE for each student enrolled during the 2021-2022 school year for at least 10 days.

B. Payments within the Chana Regional Safe School:

A tuition fee per student may be charged to the home school district by OCEC for each student enrolled during the 2021-2022 school year. The fee will be prorated for students enrolled less than the full school term. The actual amount of the tuition fee will be set so as to cover any deficit remaining after applying state aid and grant funds to the operating costs of the program. The tuition fee will be paid to the OCEC. After the tuition fee is set in the OCEC FY 22 budget (approved by September 1st) it may not be increased without the approval of the ROE.

V. FACILITIES

A. Lee/Ogle/Whiteside County School Districts

Lee/Ogle/Whiteside County Districts will participate in ROE 47 Alternative Educational Programs at Chana Education Center, Chana, IL, Regional Center for Change, Rock Falls IL Regional Safe School at a location to be determined unless agreed to by ROE and DISTRICT.

VI. MISCELLANEOUS PROVISIONS

A. Notice

Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

Regional Superintendent of Schools
ROE 47
1001 West 23rd St.
Sterling, IL 61081

_____, Superintendent

_____ School District

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

B. 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 the DISTRICT or the ROE, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

C. Governing Law

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

D. Amendments

This Agreement may be amended only by written agreement of the parties.

E. No Assignment

The DISTRICT or ROE shall not assign, transfer or otherwise convey this Agreement or its rights or obligations hereunder.

F. Waiver of Breach

No waiver of any breach of this Agreement by either party shall constitute a waiver of any future breach of this Agreement.

G. Complete Agreement

The terms and conditions set forth in this Agreement 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 this Agreement.

Christopher Tennyson, ROE 47

Lee/Ogle/Whiteside School District

Regional Superintendent

Superintendent

Date: _____

Date: _____