Agenda Item # 30

DISTRIBUTION
County Board
County Administrator
Finance & Admin Services
Court Administrator
Regional Office of Education
District 125
District 103

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D., 2007 SESSION

MAY 13, A.D., 2008

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Law and Judicial and Financial and Administrative Committees present herewith a Joint Resolution approving an intergovernmental agreement for the provision of educational services at the Depke Juvenile Justice Center; and request its adoption.

Respectfully submitted,

	Aye	Nay		Aye	Nay
Chairman	✓		Chairman	X	
Vice-Chairman	✓		Vice-Chairman		
	✓			X	
	✓			✓	
	✓			✓	
	✓				
Law & Judicial Committee			Financial & Administrative Committee	X	

RESOLUTION

WHEREAS, the educational services program at the Depke Juvenile Justice Center is provided pursuant to an intergovernmental agreement between the Lake County Regional Superintendent of Schools, the County of Lake, the Chief Judge of the Nineteenth Judicial Circuit, Adlai E. Stevenson High School District #125 and Lincolnshire-Prairie View District #103; and

WHEREAS, the current agreement, which was approved by the Lake County Board on May 13, 2003 for a period of five years, expires this year; and

WHEREAS, the Regional Superintendent of Schools, the Chief Judge, Adlai E. Stevenson High School District #125 and Lincolnshire-Prairie View District #103 recommend that the attached agreement, which has been updated to reflect current policies and procedures, be approved.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the attached Joint Agreement for the Provision of Educational Services at the Robert W. Depke Juvenile Justice Center is hereby approved.

DATED, at Waukegan, Lake County, Illinois, on this 13th day of May, A.D., 2008.

JOINT AGREEMENT FOR THE PROVISION OF EDUCATIONAL SERVICES AT THE ROBERT W. DEPKE JUVENILE JUSTICE CENTER

WHEREAS THIS AGREEMENT is between the Lake County Regional Superintendent of Schools, Roycealee J. Wood, (hereinafter "Regional Superintendent") the County of Lake (hereinafter "County"), the Chief Judge of the Nineteenth Judicial Circuit, David M. Hall, (hereinafter "Chief Judge"), Adlai E. Stevenson High School District #125 and Lincolnshire-Prairie View District #103 (hereinafter "School Districts") in the exercise of their powers under the laws of the State of Illinois, including but not limited to pertinent provisions of the Illinois School Code, 5/10-22.31a, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et.seq.*, including 5 ILCS 220/9 and Article VII, Section 10 of the Illinois Constitution, and

WHEREAS, the purpose of this Agreement is to insure that an educational program is provided for residents at the Lake County Hulse Juvenile Detention Center (hereinafter "Center") which is located within the boundaries of the School Districts; and

WHEREAS, Sections 10-20.12 and 14-4.01 of the School Code (105 ILCS 5/10-20.12 and 5/14-4.01) create a duty on the part of the School Districts to provide educational services for all school age children residing in the Center; and,

WHEREAS, pursuant to 105 ILCS 5/14-7.03 and 55 ILCS 75/2.1, the Regional Superintendent also is empowered to operate educational programs for residents of the Center; and

WHEREAS, the Chief Judge pursuant to 55 ILCS 75/3 is responsible for the administration of the Center; and

WHEREAS, the Boards of Education of the School Districts agree that the Regional Superintendent and the County will, in cooperation with the Chief Judge and the School Districts, operate the educational program at the Center; and

WHEREAS, the parties hereto have determined that it is in the best interests of the residents of the Center to enter into this Agreement to provide educational services.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION ONE: REGIONAL SUPERINTENDENT RESPONSIBILITIES

The Regional Superintendent shall:

1.1 Make recommendations to the Chief Judge and the County as to the educational budget at the Center.

1.2 Assist the Chief Judge in developing criteria for the hiring, firing and discipline of teachers at the Center.

1.3 Review evaluations of teachers at the Center in regard to their instructional performance when requested by the Chief Judge.

1.4 Act as the "fiscal and legal agent" pursuant to 105 ILCS 5/14-7.03 and 105 ILCS 5/10-22.31 of the other parties to this Agreement in matters pertaining to the finance and operations of the educational program at the Center.

1.5 Provide ongoing assistance and consultation in the areas of in-service training opportunities, curriculum support and instruction, designing educational

programs, selection of educational materials, and administrative matters pertaining to the educational program of the Center.

SECTION TWO: CHIEF JUDGE

The Chief Judge shall:

2.1 Jointly with the County create an annual budget for the educational requirements of the students at the Center.

2.2 Employ all teachers for the Center and have ultimate and sole responsibility for the hiring, firing, discipline and daily supervision of the teachers employed at the center, including, but not limited to, the scheduling of their work hours.

2.3 Receive and consider the recommendations of the Regional Superintendent and the County as to the hiring, firing and discipline of the teachers.

2.4 Prepare performance evaluations of each teacher's performance per County and Court guidelines.

SECTION THREE: SCHOOL DISTRICTS

The School Districts shall:

3.1 Through their respective Superintendents, provide technical assistance to the Regional Superintendent in response to any requests to review the evaluation of teachers at the Center; however, full responsibility for teacher evaluations shall rest ultimately with the Chief Judge.

3.2 File appropriate claims for reimbursement of the educational costs in accordance with the Illinois State Board of Education Rules and Regulations with all

reimbursement funds to be paid promptly to the Regional Superintendent upon receipt by the School Districts.

3.3 Provide ongoing assistance and consultation in the areas of in-service training opportunities, curriculum support and instruction, designing educational programs, selection of educational materials, and administrative matters pertaining to the educational program of the Center.

3.4 Collect unneeded books, materials or supplies from schools within the Districts and distribute them to the Center at no charge.

3.5 Review and provide input on the educational services budget for which final approval rests with the Chief Judge and the County.

3.6 Provide specialized educational and/or counseling services, such as speech therapy, to students in the Center at the request of the Regional Superintendent if such services are available to the District. Such services shall be billed to the County based on an hourly pro rata share of the District's cost.

SECTION FOUR: COUNTY

The County shall:

4.1 Provide to the Chief Judge general support relative to hiring, firing and discipline of the teachers at the Center.

4.2 Work jointly with the Chief Judge to create an annual budget for the educational requirements of the students at the Center, and have final and sole approval authority over said budget.

SECTION FIVE: TERM OF AGREEMENT

5.1 The term of this Agreement shall be for a period of two (2) years, commencing on July 1, 2008, and continuing thereafter until June 30, 2010. By mutual agreement, the parties may renew this agreement for three (3) additional one (1) year periods. For any year beyond the initial year, this agreement is contingent upon respective funding decisions by the Illinois State Board of Education and Lake County.

5.2 Each party reserves the right to terminate this Agreement at any time and for any, or no, reason upon ninety days advance written notice to the other party.

SECTION SIX: EFFECTIVE DATE

6.1 This Agreement shall commence in full force and effect upon approval by all of the parties hereto in the manner provided by law and upon proper execution hereof or the commencement date of this Agreement stated in paragraph 5.1, whichever is later.

SECTION SEVEN: BINDING EFFECT

7.1 This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they, too, were parties to this Agreement.

7.2 None of the parties shall have the right, however, to assign this Agreement without the prior written consent of the other parties.

7.3 This Agreement may be amended at any time by agreement of all parties hereto or their duly appointed representatives.

SECTION EIGHT: SEVERABILITY OF PROVISIONS

8.1 The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.

8.2 The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any party's right hereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

8.3 The waiver by either party of a breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein.

SECTION NINE: NOTICES

9.1 All notices required hereunder shall be in writing and shall be served personally or by registered or certified mail, return receipt requested, upon the other party's legal representatives at the following addresses: Chief Judge of the Nineteenth Judicial Circuit, 18 N. County Street, Waukegan, IL 60085; Lake County Regional Superintendent of Schools, c/o Roycealee J. Wood, 800 Lancer Lane, Suite E-128, Grayslake, IL 60030; County of Lake, c/o Lake County

Administrator, 18 N. County Street, Waukegan, IL 60085; School District #125, c/o Dr. Eric Twadell, Two Stevenson Drive, Lincolnshire, IL 60060; School District #103, c/o Dr. Larry Fleming, 1370 Riverwoods Road, Lincolnshire, IL 60069.

SECTION TEN: GOVERNING LAW

10.1 This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.

SECTION ELEVEN: EXECUTION OF COUNTERPARTS

11.1 This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION TWELVE: AMENDMENT

12.1 Except as is specified herein, this Agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understanding. This Agreement may only be altered, modified or amended upon the written consent and agreement of all parties hereto duly adopted as required by law.

12.2 This Section shall not be interpreted to preclude or limit, however, the amendment or modification of regulations, procedures or policies established by each representative party hereto.

LAKE COUNTY REGIONAL SUPERINTENDENT

_____
Roycealee J. Wood
Lake County Regional Superintendent of Schools

Dated: _____

LAKE COUNTY BOARD

_____
Suzi Schmidt, Chairman

Dated: _____

ADLAI E. STEVENSON HIGH SCHOOL DISTRICT #125

_____
By: President, Board of Education

Attest: _____
Secretary

Dated: _____

LINCOLNSHIRE-PRAIRIE VIEW DISTRICT #103

_____
By: President, Board of Education

Attest: _____
Secretary

Dated: _____

CHIEF JUDGE OF THE NINETEENTH JUDICIAL CIRCUIT

_____

David M. Hall
Chief Judge

Dated:_____