

AGREEMENT TO PROVIDE EDUCATIONAL SERVICES AT THE  
KANE COUNTY JUVENILE JUSTICE CENTER

THIS AGREEMENT is entered into as of the \_\_\_ day of \_\_\_\_\_, 2010 by the County of Kane ("Kane County"), St. Charles School District No. 303 ("School District"), the Chief Judge of the Sixteenth Judicial Circuit ("Chief Judge") and the Kane County Regional Superintendent of Schools ("Regional Superintendent") (together "Participants") to provide educational services for the residents of the Kane County Juvenile Justice Center ("JJC"), a juvenile detention center; and

WHEREAS, Kane County and School District enter into this Agreement in the exercise of their powers under the laws of the State of Illinois, including but not limited to the Illinois School Code ("School Code"), 105 ILCS 5/1-1, et seq., the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq., and Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, the Chief Judge enters into this Agreement in the exercise of the Chief Judge's power to appoint an Administrator of the JJC to act at the Chief Judge's behest in administration of the JJC, 55 ILCS 75/3; and

WHEREAS, the Regional Superintendent enters into this Agreement to provide and oversee quality educational services for residents of the JJC; and

WHEREAS, Kane County operates the JJC pursuant to the County Shelter Care and Detention Home Act (the "Act"), 55 ILCS 75/1, et. seq.; and

WHEREAS, the Act provides that educational services shall be provided in a juvenile detention center in accordance with Sections 14-7.03 or 18-3 of the School Code, 55 ILCS 75/2.1; and

WHEREAS, pursuant to the Act, the Chief Judge has appointed an employee of Kane County Court Services ("Court Services") to act as Administrator for the JJC, 55 ILCS 75/3; and

WHEREAS, the Participants agree that the purpose of this Agreement is to provide educational services for the residents of the JJC, which is located within the boundaries of School District.

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

(1) To provide educational services to residents of the JJC through a cooperative effort between the Participants, and to do so, the Participants agree the Participants' responsibilities will be as follows:

A. REGIONAL SUPERINTENDENT

Regional Superintendent shall:

- A.1 Create an annual budget for the educational requirements of the residents at the JJC, taking into consideration input from School District and/or Chief Judge and Court Services.
- A.2 Develop educational curriculum of the JJC.
- A.3 Hire teachers to provide educational services at the JJC.
- A.4 Supervise teachers with respect to their duties in providing classroom instruction; cooperate with Court Services in evaluating teachers' performance and administer appropriate discipline, if warranted.
- A.5 Provide all necessary documentation to School District to facilitate School District's filing for reimbursement from the Illinois State Board of Education.
- A.6 Coordinate transfer of educational credit or other information regarding the educational performance of JJC residents to the JJC residents' home school district, if applicable.
- A.7 Upon request, provide a copy of the Regional Office of Education's completed Financial Audit to all Participants for each fiscal year this Agreement is in effect.

B. CHIEF JUDGE AND COURT SERVICES

Chief Judge and Court Services shall:

- B.1 Have responsibility for the daily supervision of teachers employed at the JJC, including, but not limited to, scheduling of their work hours, and monitoring their instruction and performance.
- B.2 Provide to the Regional Superintendent information regarding teachers instruction and performance, including, but not limited to, recommendations regarding hiring, firing or other discipline of teachers at the JJC.
- B.3 Provide input regarding the JJC educational budget during the Regional Superintendent's budgeting process, if necessary.

C. SCHOOL DISTRICT

School District shall:

C.1 File appropriate claims for reimbursement of the educational costs in accordance with the Illinois State Board of Education Rules and Regulations on behalf of the Regional Superintendent.

C.2 Provide assistance and consultation in the areas of curriculum support and instruction, the design of educational programs, selection of educational materials, and other administrative matters pertaining to the educational program of the JJC as requested by the Regional Superintendent.

C.3 Provide financial assistance for supplies, materials, and other costs of the program which assistance shall be distributed twice a year on October 1<sup>st</sup> and April 1<sup>st</sup> to the Regional Superintendent for the education of the residents of the JJC in an amount not to exceed the Illinois State Board of Education reimbursement rate. Any remaining monies shall be put in a separate account to be used by the Regional Superintendent to provide services to the students at the JJC and/or to provide support to school districts.

C.4 Provide input regarding the JJC educational budget during the Regional Superintendent's budgeting process, if necessary.

(2) The term of this Agreement shall be for a period of three (3) years, commencing on January 8, 2010, and ending January 9, 2013, provided the Participants reserve the right to terminate this Agreement at anytime and for any reason or no reason upon ninety (90) days prior written notice to the other party.

(3) All notices shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the Participants at the following addresses:

To Chief Judge:

Chief Judge of the Sixteenth Judicial Circuit  
The Honorable F. Keith Brown  
37W777 Route 38  
St. Charles, IL 60175

To Regional Superintendent:

Kane County Regional Superintendent of Schools  
Mr. Doug Johnson  
210 South Sixth Street  
Geneva, IL 60134

To St. Charles School District 303:

Dr. Donald Schlomann  
School District 303  
District Superintendent  
201 South Seventh Street

St. Charles, Illinois, 60175

To County of Kane:

County Board Chairman  
County of Kane  
719 South Batavia Avenue  
Geneva, Illinois 60134

with a copy to:

Kane County State's Attorney's Office  
Civil Division  
Assistant State's Attorney Christine A. Downs  
100 South Third Street, 4<sup>th</sup> Floor  
Geneva, IL 60134

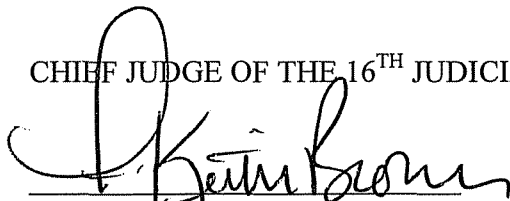
(4) This Agreement shall be governed, interpreted, and construed according to the laws of the State of Illinois.

(5) This Agreement, together with the terms set forth herein, contains the entire agreement of the Participants and shall supersede any prior written or oral agreements or understanding.

(6) This Agreement may only be altered, modified or amended upon the written consent and agreement of the Participants.

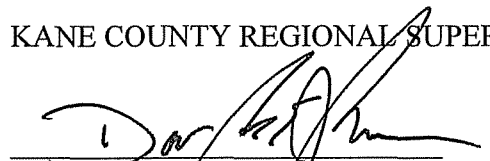
IN WITNESS WHEREOF, the undersigned Participants have executed this Agreement on the date first set forth above.

CHIEF JUDGE OF THE 16<sup>TH</sup> JUDICIAL CIRCUIT

  
Judge F. Keith Brown  
Chief Judge of the 16<sup>th</sup> Judicial Circuit

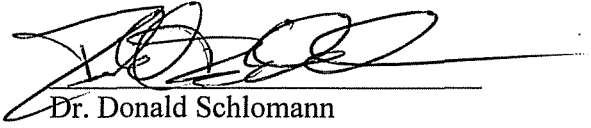
1-13-10  
Date

KANE COUNTY REGIONAL SUPERINTENDENT

  
Doug Johnson  
Kane County Regional Superintendent

1/14/10  
Date

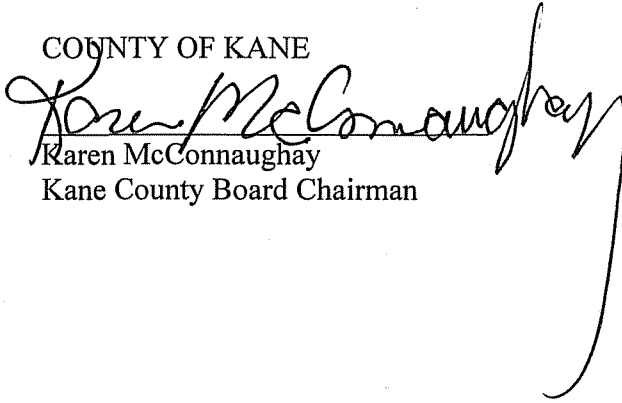
SCHOOL DISTRICT NO. 303



Dr. Donald Schломann  
District Superintendent

1/5/10  
Date

COUNTY OF KANE



Karen McConnaughay  
Kane County Board Chairman

1-14-10  
Date