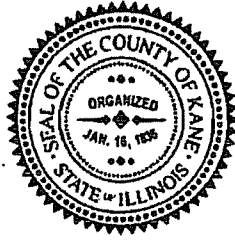


COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

RECEIVED

JUL 19 2013

KANE COUNTY BOARD

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Approving An Agreement to Provide Educational Services At The Kane County Juvenile Justice Center Resolution No.: 13-184

Submitted by: Rick Anselme Dept. Head Signature: [Signature]
Date Submitted: 7/5/13 Dept. Head Sign-off Date: 7/8/13 7/11/2013

Examined by: Joseph Lulves
(Print/name)
[Signature]
(Signature)
7-30-13
(Date)

Post on the Web: YES NO Atty. Initials: [Signature]

Comments:

Chairman signed: YES NO 8/2/2013
(Date)

Document returned to: R. Anselme
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 184

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

WHEREAS, the Kane County Regional Superintendent of Schools ("Regional Superintendent"), the Chief Judge of the Sixteenth Judicial Circuit ("Chief Judge"), St. Charles School District No. 303 ("School District"), and the County of Kane (together "Participants"), have all expressed a desire to provide educational services for residents of the Kane County Juvenile Justice Center ("JJC") pursuant to the provisions of the Agreement to Provide Educational Services at the Kane County Juvenile Justice Center ("Agreement"); and

WHEREAS, the County of Kane must provide educational services at the JJC pursuant to 55 ILCS 75/2.1; and

WHEREAS, educational services at the JJC have been provided by the Regional Superintendent in cooperation with the Chief Judge and Court Services since the opening of the JJC; and

WHEREAS, the Participants agree the Regional Superintendent should continue to be responsible for the educational services at the JJC; and

WHEREAS, School District desires the Regional Superintendent continue to provide educational services at the JJC; and

WHEREAS, the Regional Superintendent, School District, and the Chief Judge shall agree to be responsible for certain duties with respect to said educational services pursuant to the terms and provisions of the Agreement; and

WHEREAS, it is anticipated the costs of operating said educational program shall be covered by reimbursements from the State; and

WHEREAS, the Participants have determined it is in their respective best interests to enter into the Agreement to provide said educational services to the residents of the JJC.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Regional Superintendent is hereby authorized to operate said educational services at the JJC, including, but not limited to, hiring necessary teaching personnel.

Passed by the Kane County Board on June 11, 2013.

[Handwritten Signature]

John A. Cunningham
Clerk, County Board
Kane County, Illinois

[Handwritten Signature]

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



Vote:
Yes 24
No 0
Voice 0
Abstentions 0

5JC-ROE

STATE OF ILLINOIS COUNTY OF KANE	DATE <u>JULY 1, 2013</u>
I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois	
<i>[Handwritten Signature]</i> John A. Cunningham, Kane County Clerk	

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

THIS AGREEMENT is entered into as of the 22nd day of July, 2013 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 State 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 OR DESIGNEE

Regional Superintendent or Designee 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/select 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 resident's 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 1st and April 1st to the Regional Superintendent for the education of the residents of the JJC in the 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 July 22, 2013 and ending July 22, 2016, provided the Participants reserve the right to terminate this Agreement at any time and for any reason or no reason upon ninety (90) days prior written notice to the other parties. This Agreement shall be reviewed to determine continuance at the end of three (3) years.

(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 Judge Judith M. Brawka
37W777 Route 38
St. Charles, IL 60175

To Regional Superintendent:

Kane County Regional Superintendent of Schools
The Honorable Patricia Dal Santo
210 South Sixth Street
Geneva, IL 60134

To St. Charles School District 303:

Dr. Donald Schlomann
School District 303
201 South Seventh Street
St. Charles, IL 60174

To County of Kane:

County Board Chairman, Chris Lauzen
County of Kane
719 South Batavia Avenue
Geneva, IL 60134

with a copy to:

Kane County State's Attorney's Office
Civil Division
Assistant State's Attorney
100 South Third Street, 4th Floor
Geneva, IL 60134

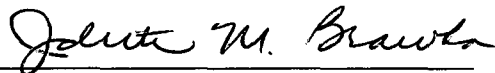
(4) This Agreement shall be governed, interpreted, and construed according to the laws of the State of Illinois.

(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 of understandings.

(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 16TH JUDICIAL CIRCUIT



Judge Judith M. Brawka
Chief Judge of the 16th Judicial Circuit

07/11/2013

Date

KANE COUNTY REGIONAL SUPERINTENDENT

Patricia Dal Santo
Kane County Regional Superintendent

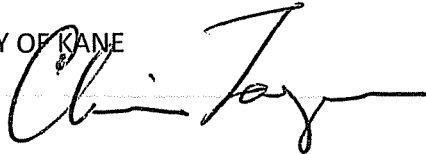
Date

SCHOOL DISTRICT NO. 303

Dr. Donald Schlomann
District Superintendent

Date

COUNTY OF KANE

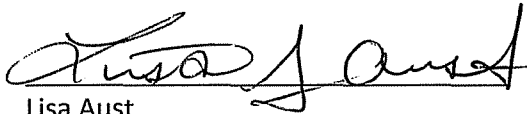


8-2-13

Chris Lauzen
Kane County Board Chairman

Date

COURT SERVICES

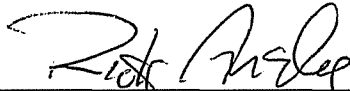


Lisa Aust
Executive Director

7/9/13

Date

JUVENILE JUSTICE CENTER



Rick Anselme
Superintendent

7/9/13

Date