

**LMP ROE Student Support ALOP COOPERATIVE AGREEMENT
BETWEEN THE**

Putnam County CUSD #535
(LaSalle, Marshall, Putnam School District)

AND

LASALLE, MARSHALL, PUTNAM REGIONAL OFFICE OF EDUCATION 35

THIS AGREEMENT is made and entered into this 18th day of June, 2024 By and between LaSalle, Marshall, Putnam ROE 35 (hereinafter referred to as "ROE") and the Putnam County CUSD #535 (hereinafter referred to as the "DISTRICT") for Delivery of ROE Alternative Educational PROGRAM (hereinafter referred to as the "PROGRAM"), including but not limited to:

LaSalle, Marshall, Putnam Alternative Learning Opportunities Program ALOP (LMP ROE Student Support ALOP)

WHEREAS, the ROE, is authorized to collaborate with one or more school districts within LaSalle, Marshall, and Putnam counties to administer the ROE Alternative Educational PROGRAM; and

WHEREAS, the District is a duly constituted legal entity in LaSalle, Marshall, or Putnam 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:

TERM

This agreement shall commence on the day and year first above written and shall be in effect during the 2024-2025 school term, unless otherwise terminated as provided in this Agreement.

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 Agreement.

Early Termination

Funding Contingency: The parties recognize that the ability of the ROE to implement this Agreement is contingent upon the approval and funding of the PROGRAM 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 PROGRAM or the funding is insufficient to fund the PROGRAM.

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 PROGRAM by the school districts in LaSalle, Marshall, and Putnam counties. Accordingly, the ROE reserves the right to terminate this Agreement in the event that the number of school districts participating in the PROGRAM or the number of students served by the PROGRAM fall below a minimum level as determined by the ROE. However, the PROGRAM may not be terminated during a school semester.

PROGRAM SERVICES

ROE's Representations for PROGRAM

The ROE shall prepare an annual program plan and budget for the ROE Alternative PROGRAM. The program plan and budget shall include information such as the description of the curriculum, staffing needs, support services, administrative coverage, and the costs thereof. 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 the transferer school district due to dismissal from or completion of the program; (2) staffing the PROGRAM, 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 students to counseling services; (6) administrative supervision for the staff and students; and (7) access to secretarial support. The ROE shall write individual student plans (called Individual Optional Educational Plan, Alternative Educational Plan, or Student Support Plan) in cooperation with the student, parent, and DISTRICT representative that shall address the following services: academic, behavioral, attendance, and social/emotional interventions.

The ROE shall make application to the Illinois State Board of Education for funds to operate the PROGRAM and shall collect funds from participating school districts as stated below.

District Representations for PROGRAM

Maintain enrollment: All students in the PROGRAM must remain fully enrolled in DISTRICT as recorded in the Student Information System. DISTRICT is the "home school" for student and PROGRAM is "serving school". **Individual Student Plan:** A DISTRICT representative with the authority to represent the DISTRICT must participate in writing and then approve the student individual plan which describes the alternative educational program for each student. This plan must also describe the 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. **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.

PERSONNEL

Employment of Personnel in PROGRAM: The ROE shall hire and employ all staff necessary for the PROGRAM. 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 PROGRAM. 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 PROGRAM.

PROGRAM PAYMENTS

Payments in PROGRAM: Putnam County CUSD #535 will report students enrolled in ALOP Support Program in the Fall ISBE Enrollment Count. Putnam County CUSD #535 will report ROE #35 Support ALOP as the Serving School for the Spring ISBE Enrollment Count for all students enrolled in the Support ALOP program. State EBF payment for ROE #35 Support ALOP will fund this program with no additional funding being required of Putnam County CUSD #535.

FACILITIES

Putnam County CUSD #535 students identified by their district will participate in the LMP ROE Student Support ALOP Program, Regional Support Program, Putnam County CUSD #535, 13183 N. 350th Avenue, McNabb, IL 61335, unless an alternate facility is agreed to by the ROE and DISTRICT.

MISCELLANEOUS PROVISIONS

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:

LaSalle, Marshall, Putnam Regional Office of Education 35 Address:

Christopher B. Dvorak, Regional Superintendent of Schools Regional Superintendent of Schools, **ROE 35**, Courthouse - Room 102 119 W. Madison Street Ottawa, IL 61350

School District Address:

Dr. Clayton Theisinger, Superintendent Putnam County CUSD #535, 400 E. Silverspoon Avenue, Granville, IL, 61326-0607.

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

Validity and Savings Clause In the event any provision of this Agreement shall be declared by a final judgment of a court or 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 the Agreement shall not be affected thereby

Governing Law

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

Amendments

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

No Assignment

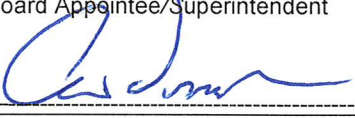
The DISTRICT or ROE shall not assign, transfer, or otherwise convey this Agreement or its rights or obligations hereunder.

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.

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 provision of this Agreement.

Christopher B. Dvorak LaSalle, Marshall, Putnam ROE 35 Superintendent of Schools
Dr. Clayton Theisinger, Superintendent Putnam County CUSD #535

Regional Superintendent
Board Appointee/Superintendent

 _____, DATE 6/18/24

Putnam CUSD #535

_____, DATE _____



FY 25 APPLICATION FOR ALTERNATIVE LEARNING PROGRAMS (ALOPS)
(NEW AND CONTINUATION)

Please enter the district's name, RCDT code, and signature below.

If this is a joint application, please have each participating entity sign below indicating their approval of the attached application. Along with the submission of the application and this supplemental page, please also submit an IGA signed by participating parties.

| District/ROE/ISC/Other Entity | RCDT Code | Signature & Title of Authorized Representative |
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