

**GLENBROOK HIGH SCHOOLS**  
**Office of the Assistant Superintendent for Business Affairs**  
**Regular Meeting Monday, July 12, 2010**

**TO: Dr. Michael Riggle**

**FROM: Hillarie Siena**

**DATE: July 12, 2010**

**RE: Intergovernmental Agreement for Federal Impact Aid**

In April 2006, the federal government, under the leadership of Congressman Mark Kirk, implemented law providing for the sharing of impact aid for federally connected children under Section 8003 of the *Elementary and Secondary Education Act*, (“Super Impact Aid”). Federally connected children are defined as those children residing in districts whose parents are stationed at Naval Station Great Lakes (Great Lakes, Fort Sheridan, Glenview Naval Air Station), and certain children in attendance in said districts who have a parent on active duty in the uniformed services, who have a parent employed on federal property situated in whole or in part within said districts, who reside on federal property or in federal low-rent housing, or who reside with a parent who is employed on federal property. The impacted school districts entered into an Intergovernmental Agreement for Super Impact Aid, this agreement approved by the Glenbrook Board of Education on April 17, 2006.

The following districts are partners in the Intergovernmental Agreement:

- Glenview Community Consolidated School District 34
- North Shore School District 112
- Township High School District 113
- North Chicago Consolidated Unit School District 187
- Northfield Township High School District 225

The original Intergovernmental Agreement contained provisions for North Chicago Consolidated Unit School District 187 to act as fiscal agent and to receive a certain percentage of distributed funds for acting in this capacity. Due to recent administrative and financial challenges facing North Chicago District 187, the Intergovernmental Agreement has been revised to designate the Lake County Regional Office of Education as fiscal agent and reallocate the percentage of distribution amongst the districts. These changes are the result of a meeting held with the Mayors of Highland Park and North Chicago, and the North Chicago District 187 School Board President. There are three significant changes to the agreement:

- 1) The Lake County ROE, rather than North Chicago District 187 will act as fiscal agent. The impact aid funds must be immediately turned over to the ROE for disbursement. Currently, North Chicago disburses the funds.
- 2) Since the Lake County ROE will now act as fiscal agent, the percentage of funding is changed. Currently, the funding breakdown is 40% North Chicago and 60% receiving districts. Under the revised agreement, the funding breakdown is 35% North Chicago and 65% receiving districts.
- 3) Any district, at its own expense, may request an audit of any participating school district’s enrollment count.

Please note that currently, District 225 does not receive any Super Impact Aid however, in the event that this program is extended, we are recommending the Board approve this revised Intergovernmental Agreement.

**INTERGOVERNMENTAL AGREEMENT  
FOR  
THE SHARING OF IMPACT AID FOR FEDERALLY CONNECTED CHILDREN  
UNDER SECTION 8003 OF THE  
ELEMENTARY AND SECONDARY EDUCATION ACT**

**BETWEEN  
THE BOARD OF EDUCATION  
OF NORTH SHORE SCHOOL DISTRICT NO. 112  
THE BOARD OF EDUCATION  
OF GLENVIEW COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 34  
THE BOARD OF EDUCATION  
OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113  
THE BOARD OF EDUCATION  
OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225  
THE BOARD OF EDUCATION  
OF NORTH CHICAGO CONSOLIDATED UNIT SCHOOL DISTRICT NO. 187  
AND  
LAKE COUNTY REGIONAL OFFICE OF EDUCATION**

HLEK 5/18/10 11:29 AM  
Deleted: AND

THIS AGREEMENT is made by and among the Board of Education of North Shore School District No. 112, Lake County, Illinois ("District 112"), the Board of Education of Glenview Community Consolidated School District No. 34, Cook County, Illinois ("District 34"), the Board of Education of Township High School District No. 113, Lake County, Illinois ("District 113"), the Board of Education of Northfield Township High School District No. 225, Cook County, Illinois ("District 225"), and the Board of Education of North Chicago Consolidated Unit School District No. 187, Lake County, Illinois ("District 187") (collectively referred to herein as "Great Lakes Base Impacted School Districts"), and Lake County Regional Office of Education (collectively referred to herein as "the Parties").

HLEK 5/18/10 11:30 AM  
Deleted: "the Parties" or

**WITNESSETH:**

WHEREAS, each of the Great Lakes Base Impacted School Districts is a school district obligated under Illinois law to provide free public education to children who are residents in said districts; and

HLEK 5/18/10 1:05 PM  
Deleted: Parties

WHEREAS, each of the Great Lakes Base Impacted School Districts currently provides free public education to certain children residing in said districts whose parents are stationed at Naval Station Great Lakes, and to certain children residing in said districts who are otherwise federally connected because of Naval Station Great Lakes; and

HLEK 5/18/10 1:06 PM  
Deleted: Parties

WHEREAS, each of the Great Lakes Base Impacted School Districts is entitled to claim federal impact aid under 20 U.S.C. § 7703 for certain children in attendance at schools in said districts who have a parent on active duty in the uniformed services, who have a parent employed on federal property situated in whole or in part within said districts, who reside on

federal property or in federal low-rent housing, or who reside with a parent who is employed on federal property; and

~~WHEREAS, the Lake County Regional Office of Education wishes to assist the Great Lakes Base Impacted School Districts in supporting their students and facilitating the District's application for and receipt of federal impact aid; and~~

HLERK 5/18/10 11:31 AM  
Deleted: WHEREAS, the parties to this Agreement authorize and the Lake County Illinois Regional Office of Education agrees to accept responsibility to audit signatories student counts, complete all required filings in a timely fashion with the U.S. Department of Education and disbursement of all funds collected.

WHEREAS, the Parties are further authorized to enter into this Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Illinois Intergovernmental Cooperation Act*, 5 ILCS § 220/5; and

~~WHEREAS, each of the Great Lakes Base Impacted School Districts finds that entering into this Agreement is requisite and proper for the maintenance, operation, and development of schools within the jurisdiction of the board of each district and is therefore authorized to enter into this agreement pursuant to the *Illinois School Code*, 105 ILCS § 10-20; and~~

HLERK 5/18/10 11:31 AM  
Deleted: WHEREAS, the construction and renovation of military housing in the Great Lakes Base Impacted School Districts is expected to take approximately three (3) years to complete; and

~~WHEREAS, it is anticipated that the terms of this Agreement shall be further authorized and/or contemplated by federal law containing substantially the same provisions as H.R. 4972 and S 2445 introduced in the 109<sup>th</sup> Congress.~~

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part hereof as if fully stated herein.

2. **Effective Date and Term.** This Agreement shall be effective as of the date on which it has been executed and adopted by District 187 and by at least one other Party, and the Agreement shall first apply to the ~~2006-2007~~ **2010-2011** school year, ~~provided that authorizing federal legislation has been enacted.~~ This Agreement shall remain in effect either indefinitely following the effective date among all Parties which have executed and adopted it and have not withdrawn under paragraph 10 (the "Participating Districts") or until termination of this Agreement pursuant to paragraph 10.

HLERK 5/24/10 10:04 AM  
Formatted: Not Highlight

3. **Reporting of Students.** ~~District 187 hereby irrevocably delegates to Lake County Illinois Regional Office of Education District 187 full authority to report to the U.S. Department of Education all of the federally connected children in attendance at schools within the Participating Districts solely for purposes of claiming and collecting impact aid for such children, in accordance with the provisions of authorizing federal legislation, Lake County Illinois Regional Office of Education District agrees to submit all required reports and applications to the federal government in a timely manner so as to collect said impact aid, including the Application for Impact Aid as published annually by the~~

HLERK 5/18/10 11:32 AM  
Deleted: shall

HLERK 5/18/10 1:08 PM  
Deleted:

HLERK 5/18/10 11:32 AM  
Deleted: ~~187~~ shall

U.S. Department of Education. District 187 shall cooperate fully to assist in the completion and filing of any required reports and/or applications.

4. **Calculation of Federally Connected Children.** No later than thirty (30) days prior to the annual deadline for filing the Application for Impact Aid each year, each Participating District shall complete a survey or source check with respect to the federally connected children in attendance at schools within the jurisdiction of each respective district and report sufficient information to **Lake County Illinois Regional Office of Education District 187** so as to enable **Lake County Illinois Regional Office of Education District 187 to file the appropriate forms in order** to claim impact aid under 20 U.S.C. § 7703 for federally connected children in attendance at all Participating Districts. Such information shall include any and all information required by **Lake County Illinois Regional Office of Education District 187** to accurately complete the Application for Impact Aid as published annually by the U.S. Department of Education. **Lake County Illinois Regional Office of Education District 187** shall provide annually to each Participating District a copy of the completed and filed Application for Impact Aid.

5. Right to Audit. Any party, at its own expense, may audit the federally connected children count of any participating school district. The requesting party may conduct these audits with its own internal resources or by securing the services of a third party.

HLERK 5/21/10 11:45 AM  
Formatted: Font:Bold, Underline

6. **Distribution of Funds.** If permitted by federal law, District 187 shall execute any required paperwork to allow Lake County Regional Office of Education to receive directly its federal impact aid funds. If such funds cannot be received directly by Lake County Regional Office of Education, District 187 shall notify Lake County Regional Office of Education within 24 hours of receiving any such funds, and shall transmit the full amount of such funds to Lake County Regional Office of Education for disbursement. District 187 shall not retain or deposit any such funds directly into its own accounts. After receiving impact aid funds from the United States Government or from District 187 each year, Lake County Illinois Regional Office of Education District 187 shall distribute to each of the other Participating Districts and to each other district entitled to a distribution under paragraph 10 of this Agreement:

HLERK 5/21/10 11:48 AM  
Deleted: 5

- (a) **So long as this agreement remains in full force and effect impact aid will be distributed by the Lake County Illinois Regional Office of Education as follows:**

- (1) **Sixty-five per cent (65%) of the amounts received under 20 U.S.C. 7703(b) shall be distributed to North Shore School District No. 112, Glenview Community Consolidated School District No. 34, Township High School District No. 113, Township High School District No. 225 and North Chicago**

Consolidated Unit School District No. 187 based upon the number of federally connected children in attendance at each of said districts.

(2) For and in consideration of North Chicago Consolidated Unit School District No. 187's assistance and cooperation in the counting of students, preparation of required forms and the filing of same, together with the acknowledgment that the other parties to this agreement would not be entitled to enhanced impact aid without the participation of District 187 the remaining thirty-five per cent (35%) minus any expenses or costs incurred by the Lake County Illinois Regional Office of Education will be distributed to district 187.

~~(3) one hundred percent (100%) of the amounts received under 20 U.S.C. § 7703(d) based on federally-connected children with disabilities in attendance at that district.~~

~~(b) For the next five (5) seven (7) years for which impact aid is distributed under this Agreement:~~

~~(1) sixty percent (60%) of the amounts received under 20 U.S.C. § 7703(b) based on federally-connected children in attendance at that district, retaining forty percent (40%) for administrative costs; and~~

~~(2) one hundred percent (100%) of the amounts received under 20 U.S.C. § 7703(d) based on federally-connected children with disabilities in attendance at that district.~~

~~(e) For all years this Agreement remains in force after the period set forth in paragraph 5(a) above, the parties shall work cooperatively to agree upon an appropriate percentage distribution of the amounts received. The percentage distribution shall be agreed upon before any claims for impact aid are filed for that year under this Agreement.~~

Additionally, Lake County Illinois Regional Office of Education District 187 shall distribute copies to each Participating District and to each district entitled to a distribution under paragraph 10 of this Agreement of any and all documents or reports received by District 187 from the United States Government accompanying, explaining, or documenting impact aid funds granted for that year based upon federally connected children. Lake County Illinois Regional Office of Education District 187 shall make its best efforts to distribute all funds and documents required under this paragraph 5 within thirty (30) days after receiving such funds or documents from the United States Government, and shall make all distributions no later than forty-five (45) days after said receipt. Lake County Illinois Regional Office of Education District 187 shall segregate hold the funds

HLERK 5/18/10 11:39 AM  
Deleted: (a) For the first three (3) years for which impact aid is distributed under this Agreement.  
(1) sixty-five percent (65%) of the amounts received under 20 U.S.C. § 7703(b) based on federally-connected children in attendance at that district, retaining thirty-five percent (35%) for administrative costs; and

HLERK 5/18/10 11:40 AM  
Formatted: Indent: Left: 1.5"

HLERK 5/18/10 11:39 AM  
Deleted: 2

HLERK 5/18/10 11:39 AM  
Deleted: )

HLERK 5/18/10 11:38 AM  
Formatted: Font color: Auto, Not Strikethrough

HLERK 5/18/10 11:38 AM  
Formatted: Font color: Auto, Not Strikethrough

HLERK 5/18/10 11:38 AM  
Formatted: Font color: Auto, Not Strikethrough

HLERK 5/18/10 11:40 AM  
Deleted:

HLERK 5/18/10 11:38 AM  
Formatted: Font color: Auto, Not Strikethrough

HLERK 5/18/10 11:40 AM  
Deleted:

HLERK 5/24/10 10:05 AM  
Formatted: Not Highlight



to be distributed to the other districts in a separate account from other District 187 funds from the time of receipt until the time of distribution to the other districts.

7. **Default.** If Lake County Illinois Regional Office of Education District 187 should fail to distribute the funds identified in paragraph 5 within forty-five (45) days of receipt, Districts 112, 34, 113, 187, and 225 shall each individually have the right to make written demand for the payment of any such amounts due to them. If Lake County Regional Office of Education fails to distribute the funds within fourteen (14) days from said demand, Districts 112, 34, 187, 113, and 225 shall have the right, individually or collectively, to initiate an action in the Circuit Court of Lake County to collect all amounts so owed. Conversely, If any Participating District other than District 187 should fail to comply with the calculation and reporting obligations under paragraph 4, Lake County Illinois Regional Office of Education District 187 shall have the right to make written demand for such compliance. If such Participating District fails to comply or respond satisfactorily within fourteen (14) days from said demand, District 187 any Participating District shall have the right to initiate an injunctive or declaratory action in the Circuit Court of Lake County to enforce compliance with this Agreement. Failure of District 187 to make such written demand and initiate such injunctive or declaratory action by the deadline for District 187's submission of such Participating District calculation or report information to the federal government shall foreclose any recovery of damages for the failure of such Participating District to provide such calculations and reports to District 187.
8. **No Effect on Residency.** Under no circumstances will any federally connected children whose parents reside in Districts 112, 113, 34 or 225 be considered "residents" of District 187 for any purposes, and nothing in this Agreement shall be interpreted to change or affect the residency of any student.
9. **Amendments.** This Agreement may be amended only in writing with approval of all Participating Districts and Lake County Regional Office of Education.
10. **Governing Law and Severability.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidation shall not render invalid other provisions which can be given effect without the invalid provision.
11. **Termination and Withdrawal.** This Agreement shall terminate without further action of any Party at such time as the Great Lakes Base Impacted School Districts are no longer collectively eligible for aid as a heavily impacted district. Furthermore, any Participating District may withdraw from this Agreement at any time upon sixty (60) days' written notice to all Parties, said withdrawal becoming effective after the 60-day notice period has expired. Withdrawal by District 187 constitutes termination of this Agreement, said withdrawal and termination becoming effective only after the 60-day notice period has expired. However, withdrawal of any Participating District other than District 187 does not terminate

HLERK 5/21/10 11:51 AM

Deleted: 6

HLERK 5/18/10 11:41 AM

Formatted: Font color: Auto, Not Strikethrough

HLERK 5/18/10 11:41 AM

Deleted: District 187

HLERK 5/18/10 11:41 AM

Formatted: Font color: Auto, Not Strikethrough

HLERK 5/18/10 11:41 AM

Formatted: Font color: Auto, Not Strikethrough

HLERK 5/21/10 11:51 AM

Deleted: 7

HLERK 5/24/10 10:05 AM

Formatted: Not Highlight

HLERK 5/21/10 11:51 AM

Deleted: 8

HLERK 5/21/10 11:51 AM

Deleted: 9

HLERK 5/21/10 11:51 AM

Deleted: 0

HLERK 5/18/10 11:42 AM

Formatted: Underline

HLERK 5/18/10 1:09 PM

Formatted: Font:Not Bold

HLERK 5/18/10 1:09 PM

Formatted: Font:Not Bold

HLERK 5/18/10 1:09 PM

Deleted: Parties

HLERK 5/18/10 1:09 PM

Deleted: Party

HLERK 5/18/10 1:10 PM

Deleted: Participating Districts

HLERK 5/24/10 10:05 AM

Formatted: Not Highlight

HLERK 5/18/10 1:10 PM

Deleted: Party

HLERK 5/24/10 10:05 AM

Formatted: Not Highlight

the Agreement with respect to the remaining Parties. The Participating Districts may unanimously agree to terminate this Agreement at any time. In the event of termination, Lake County Illinois Regional Office of Education District 187 retains its obligation ~~acting~~ under paragraph 5 to ~~distribute~~ **must complete the distribution of** any impact aid funds applied for prior to the effective date of termination. In the event of withdrawal by a Participating District other than District 187, the withdrawing Participating District shall be entitled under paragraph 5 to receive a distribution pursuant to any applications filed on its behalf by Lake County Illinois Regional Office of Education District 187 prior to the effective date of withdrawal. If Lake County Illinois Regional Office of Education District 187 fails to make a required distribution after termination or withdrawal, the enforcement provisions in paragraph 6 shall also apply and shall survive termination of or withdrawal from this Agreement.

HLERK 5/18/10 1:10 PM  
Deleted: Party  
HLERK 5/24/10 10:05 AM  
Formatted: Not Highlight  
HLERK 5/18/10 1:10 PM  
Deleted: Party

**12. No Attribution of Liability.** No party shall be deemed liable for any act of nonfeasance, misfeasance or malfeasance committed by any other party.

HLERK 5/21/10 11:51 AM  
Deleted: 1

**13. Notice.** Notice of withdrawal, default, or request for amendment of any term of this Agreement must be in writing and delivered by one of the Parties to all of the Participating Districts and Lake County Illinois Regional Office of Education at their administrative offices either personally or by Certified or Registered U.S. mail, postage prepaid. Notices shall be directed to the attention of the Superintendent.

HLERK 5/21/10 11:51 AM  
Deleted: 2

**14. Execution.** This Agreement shall be executed in a sufficient number of counterparts so that the Parties shall each have a copy of this Agreement containing original signatures. Each of the counterparts shall be executed by the Parties and all the counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same.

HLERK 5/21/10 11:51 AM  
Deleted: 3

**15. Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements or understanding between them with respect thereto.

HLERK 5/21/10 11:51 AM  
Deleted: 4

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the latest day and year of execution and adoption written below.

BOARD OF EDUCATION OF  
NORTH SHORE SCHOOL  
DISTRICT NO. 112  
LAKE COUNTY, ILLINOIS

ATTEST:

BY: \_\_\_\_\_  
Its President

\_\_\_\_\_  
Secretary

DATE: \_\_\_\_\_

**BOARD OF EDUCATION OF  
GLENVIEW COMMUNITY  
CONSOLIDATED SCHOOL  
DISTRICT NO. 34  
COOK COUNTY, ILLINOIS**

**ATTEST:**

BY: \_\_\_\_\_  
Its President

\_\_\_\_\_  
Secretary

DATE: \_\_\_\_\_

**BOARD OF EDUCATION OF  
TOWNSHIP HIGH SCHOOL  
DISTRICT NO. 113  
LAKE COUNTY, ILLINOIS**

**ATTEST:**

BY: \_\_\_\_\_  
Its President

\_\_\_\_\_  
Secretary

DATE: \_\_\_\_\_



**BOARD OF EDUCATION OF  
NORTHFIELD TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 225  
COOK COUNTY, ILLINOIS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**Its President**

\_\_\_\_\_  
**Secretary**

**DATE:** \_\_\_\_\_

**BOARD OF EDUCATION OF  
NORTH CHICAGO CONSOLIDATED  
UNIT SCHOOL DISTRICT NO. 187  
LAKE COUNTY, ILLINOIS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**Its President**

\_\_\_\_\_  
**Secretary**

**DATE:** \_\_\_\_\_

**LAKE COUNTY REGIONAL  
OFFICE OF EDUCATION**

**BY:** \_\_\_\_\_  
**Its Superintendent**

**DATE:** \_\_\_\_\_