



Anquette S. Parham, JD, MPH
Executive Director
Human Services Department

Date: May 11, 2026

To: Kevin Frost, Chair Finance and Personnel Committee

From: Faniqua Hughes, Head Start Director

Re: IGA Between City of Rockford and Board of Education

Staff recommends City Council approval of the Intergovernmental Agreement for the 2026-2027 school year.

Services/Project: IGA Between City of Rockford and Board of Education
Contract Duration: 7/1/2026-6/30/2027
Funding Source: Head Start grant funds

Background

- Define the coordination and collaboration roles and responsibilities of the Parties and enhance linkages and relationships to achieve a coordinated service system
- To improve availability and quality of services for children ages three through five and their families by ensuring that all children in the service area have access to quality care and education and that the Parties are planning and coordinating this access
- To support children's optimal development and school readiness and success
- To address the unique strengths and needs of the local population
- To reduce duplication and enhance efficiency of services
- To collaborate in the areas of staff, transportation, facilities, and other resources, as appropriate, and ensure information exchange regarding education and non-educational services

pc: Todd Cagnoni, City Administrator
Angela Hammer, Deputy Director of Legal
Carrie Hagerty, Finance Director
Anquette Parham, Executive Director Health and Human Services

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending **approval** of the Intergovernmental Agreement between the City of Rockford and the Board of Education of the Rockford Public Schools, District No. 205 for Summerdale Early Childhood Center services for the 2026-2027 school year. The funding source is Head Start Grant Funds. The Legal Director shall prepare the appropriate ordinance.

Kevin Frost (Chair)

Jonathan Logemann (Vice chair)

Frank Beach

Dawn Granath

Chad Tuneberg

Committee Action Taken:

Frost:	Ayes:___	Nays:___	Absent:___
Logemann:	Ayes:___	Nays:___	Absent:___
Beach:	Ayes:___	Nays:___	Absent:___
Granath:	Ayes:___	Nays:___	Absent:___
Tuneberg:	Ayes:___	Nays:___	Absent:___

INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF ROCKFORD AND BOARD OF EDUCATION, ROCKFORD PUBLIC
SCHOOLS DISTRICT NO. 205 WINNEBAGO-BOONE COUNTIES, ILLINOIS

This Intergovernmental Agreement (“Agreement”) is made this 1st day of July, 2026, by and between the City of Rockford, Illinois (the “City”) and the Board of Education of the Rockford Public Schools, District No. 205, Winnebago and Boone Counties, Illinois (the “District”), and with such entities collectively referred to in this Agreement as the “Parties”.

WHEREAS, the collaboration and coordination of services for children ages three and four years of age and their families to promote children’s development and education is in the public interest; and

WHEREAS the community will be benefited by the cooperation evidenced by the Agreement between the public bodies who are parties hereto; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements contained herein, the Parties agree as follows:

I. AUTHORITY

- A. The DISTRICT is a duly organized and existing school district and body politic of the State of Illinois. The District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 et seq. (the "Illinois School Code") and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq. (the "Intergovernmental Cooperation Act").
- B. The City is a duly organized body politic created under the provisions of the laws of the State of Illinois. The City is now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended (65 ILCS 5/1-1-1 et seq.; the "Municipal Code"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act.
- C. Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other sources to pay costs and to service debt related to intergovernmental activities.
- D. Section 3 of the Intergovernmental Cooperation Act provides that "[a]ny power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State . . ."
- E. Section 5 of the Intergovernmental Cooperation Act provides that "[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized

by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.

- F. The Illinois State Board of Education (ISBE) Early Childhood Block Grant (ECBG), including PreK/Preschool for All, is authorized by Section IC-2 of the Illinois School Code. PreK/Preschool for All's general responsibility for coordination with other programs in the same service area is covered under several sections of Title 23, Part 235 of the Illinois Administrative Code [Subtitle A, Subchapter f; 235.20(c)(8), 235.50(a)(2)(B), and 235.70(a)(2)]. Specific rule about collaborating with Head Start is in Sections 235.120(b)(3)(B) and 235.140(a).
- G. Section 642(e) in the Head Start Act, 42 U.S.C. §9837, provides the authority to coordinate and collaborate with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the Head Start grantee.

II. PURPOSE

The purposes of this Agreement in which the City provides the services outlined herein in the Summerdale Early Childhood Center, 3320 Glenwood Avenue, Rockford, Illinois, are:

- A. To define the coordination and collaboration roles and responsibilities of the Parties and enhance linkages and relationships to achieve a coordinated service system;
- B. To improve availability and quality of services for children ages three through five and their families by ensuring that all children in the service area have access to quality care and education and that the Parties are planning and coordinating this access;
- C. To support children's optimal development, school readiness, and success;
- D. To address the unique strengths and needs of the local population;
- E. To reduce duplication and enhance efficiency of services;
- F. To collaborate in the areas of staff, transportation, facilities, and other resources, as appropriate, and ensure information exchange regarding education and non-educational services;
- G. To establish and achieve performance standards consistent with Section 641A in the Head Start Act, 42 U.S.C. §9836

III. PROGRAM DESCRIPTIONS AND SERVICE AREA

- A. **PreK/Preschool for All.** State PreK/Preschool for All is a preschool education program funded by the ISBE Early Childhood Block Grant Program and serves children ages three and four and is designed to improve school readiness through education and parent education services.

- B. **Head Start.** Head Start is a comprehensive child development program funded by the U.S. Department of Health & Human Services and serves families with young children. Services include the areas of education, social service, health and family involvement.
- C. The service area defined by this Agreement is the Board of Education's district boundaries.
- D. The Parties agree to collaboratively serve eligible children ages three and four within the service area.

IV. JOINT ROLES IN SYSTEM COLLABORATION, ALIGNMENT, AND IMPLEMENTATION

- A. The Parties agree to review and develop a plan of activities for the coordination, collaboration, and implementation of each of the following areas aligned to the Illinois State Board of Education Early Childhood Block Grants and the Head Start Performance Standards.
 - 1. Educational activities, curricular objectives, and instruction.
 - a. Research based curriculum and instruction aligned with the Illinois Early Learning Standards and the Head Start Child Outcomes Framework.
 - b. Implementation of comprehensive family services aligned to the Illinois State Board of Education Family Engagement Framework and the Head Start Parent, Family, and Community Engagement Framework.
 - c. Ongoing communication between the Parties for continuity of curricular objectives and shared expectations for children's learning and development as the children transition to school.
 - d. Data sharing regarding children's progress based on standardized measures through third grade.
 - 2. Public information dissemination and access to programs for families contacting the Head Start Program or any of the preschool programs.
 - a. Community/public information dissemination and resource development to support and improve school readiness.
 - b. Ongoing communication channels between Head Start and their counterparts in the schools, including teachers, social workers, McKinney-Vento coordinators and health staff that facilitate program coordination.
 - 3. Selection priorities for eligible children to be served by programs.
 - a. Child selection, enrollment, and notification practices that ensure all eligible children will be served by the appropriate program and there will be no competition for children.
 - b. Program participation of underserved populations of eligible children.
 - c. Identifying limited English proficient children and informing their parents of instructional services to help children acquire English proficiency.
 - d. Coordination and collaboration with other programs, as applicable, such as Early Reading First, Even Start, Title I Preschool, Early Intervention, Early Childhood Special Education, libraries, etc.

4. Definition of service area.
 - a. Child recruitment and referral practices that ensure all children will be served by the appropriate program in the service area and there will be no competition for children.
 - b. Collaboration to reduce duplication and enhance service efficiency in the service area.
 - c. Coordinated service delivery and strategies to overcome collaboration barriers.
 5. Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, transition, and social and emotional development.
 6. Joint program technical assistance and/or shared technical assistance resources, where feasible.
 7. Provision of additional services to meet the needs of working parents, as applicable.
 8. Communications and parent outreach for smooth transitions to kindergarten as required in paragraphs (3) and (6) of section 642A(a) in the Head Start Act, 42 U.S.C. §9837.
 - a. Joint support of children's transition to elementary school, including appropriate records transfers, outreach to parents, and specific activities to address limited English proficient children and their families.
 - b. Joint parent education about their roles in the public schools related to their children's learning and development.
 9. Provision and use of facilities, transportation, and other program elements; and
 10. Other elements mutually agreed to by the Parties.
- B. The Parties further agree to collaborate on enrollment and the placement of children to ensure adherence to the classroom age ratios outlined in the Head Start Performance Standards §1302.21.
- C. The Parties agree to provide representatives from the Office of Head Start, or their designees, with access to the RPS205 building without prior consent or notification for any unannounced, onsite monitoring visits.
- D. The Parties agree to Individualized Education Program (IEP) Data sharing, and communication with the classroom teachers, site coordinator, and the Partner Services Team Lead, throughout the IEP evaluation process.
- E. In order to ensure the allowability of particular costs, the Parties shall include Head Start Administration in the planning of joint building activities when there is a desire to expend Head Start grant funds.
- F. The Parties agree that the City will provide all District staff working with Head Start enrolled children with a copy of the Head Start Standards of Conduct as delineated in the Head Start Performance Standards §1302.90. The District staff will be expected to comply with Head Start Standards of Conduct.

G. The Parties shall fully cooperate with providing information, including video footage and photos, to each other for the purpose of investigating allegations of health and safety incidents, or at the request of each Party.

V. CONFIDENTIALITY

All Parties acknowledge confidentiality requirements that each must follow regarding informed parental consent and the sharing and release of personally identifiable information regarding children and families. Each Party to this Agreement will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this Agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records and that applicable state and federal laws for exercise of these rights be strictly followed. The Family Educational Rights and Privacy Act (FERPA) will be followed. 34 C.F.R. §303.460.

VI. RESOLUTION OF DIFFERENCES

The Parties will create a process to resolve disputes or differences and to solve problems, working first to resolve disputes between them. The process will include timelines for regular meetings to review this Agreement, plan collaborative activities, update each other on the plan achievement, and resolve issues. Each Party will identify a liaison to be responsible for communications pursuant to this Agreement and plan implementation.

VII. NOTICES

Notices as provided for in this Agreement shall be addressed to:

Legal Director
City of Rockford
425 E. State Street
Rockford, IL 61104

Executive Director
Department of Health & Human Services
City of Rockford
425 E. State Street
Rockford, IL 61104

Superintendent of Schools
501 7th Street
Rockford, IL 61104

All notices shall be sent at a minimum by First Class Mail, postage prepaid.

VIII. WAIVERS

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the District and the City of Rockford, as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City of Rockford and the District shall not operate or be construed as a way of preventing rights, claims or actions they may have against each other,

including, but not limited to any claims resulting from providing officers to the District prior to the execution of the Agreement.

IX. HOLD HARMLESS

Each party of this Agreement shall indemnify and hold harmless the other Party against all claims, suits, costs, expenses, judgments, and attorney's fees caused or occasioned by the actions or omissions of the other Party or its employees.

X. TERMS AND EXTENSIONS

This Agreement shall expire June 30, 2027. In no event can this Agreement be extended without written consent of the parties.

XI. TERMINATION

Notwithstanding any other provision hereof, each Party may terminate this Agreement without penalty at any time for convenience or any other reason upon sixty (60) days prior written notice to the other Party.

XII. SUFFICIENCY OF GRANT FUNDS

This Agreement is contingent upon and subject to the availability of sufficient grant funds. The City may terminate this Agreement without penalty if sufficient funds for operations have not been made available to the City by the State or the federal funding source. The City must provide written notice to the District of any funding insufficiency and its election to terminate this Agreement as soon as practicable. Any termination pursuant to this provision will be effective upon the date of the written notice.

XIII. AUTHORITY

The City and the District each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective Party in affixing their signatures to the Agreement. The City and the District hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

XIV. REVIEW AND AMENDMENTS

The Parties will jointly review this Agreement annually and more frequently when: laws or regulations are amended that significantly impact this Agreement or when a Party requests a modification. No changes, amendments, modifications or revisions of this Agreement, or to any Part hereof, shall be valid unless in writing and signed by the authorized agent of the City and by the President of the District or his/her respective designee.

XV. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois. Venue for resolution of any dispute or the enforcement of any right shall be in the Circuit Court of the 17th Judicial Circuit, Winnebago County.

XVI. SEVERABILITY

The terms of this Agreement shall be severable. In the event that any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

XVII. COMMITMENT

The Parties agree to collaborate to enhance the educational and developmental services provided to eligible children in the service area and to ensure compliance with the Head Start Performance Standards.

IN WITNESS WHEREOF, the parties have executed this Agreement of this _____ day of _____, 2026.

CITY OF ROCKFORD, a Municipal Corporation

By _____
Thomas P. McNamara, Mayor

ATTEST:

By _____
Angela L. Hammer, Legal Director

BOARD OF EDUCATION OF THE ROCKFORD PUBLIC SCHOOLS,
DISTRICT NO. 205, WINNEBAGO AND BOONE COUNTIES,
ILLINOIS

By _____

ATTEST:

By _____
Secretary