

INTERGOVERNMENTAL COVID-19 TESTING AGREEMENT

This Intergovernmental COVID-19 Testing Agreement, made and entered into this 21st day of December, 2020, by and between the Board of Education of Pana Community Unit School District No. 8 (hereinafter “Board of Education”, “School District” or “District”) and the Christian County Health Department (“Health Department”);

WITNESSETH :

WHEREAS, Article VII, §10, of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, 5 ILCS 220/1, *et seq.*, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges, or authority exercised or that may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, 5 ILCS 220/5 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking that any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each Party to the contract;

WHEREAS, the purpose of this agreement is to jointly provide for an increase in the safety, health, and attendance of the students, faculty and staff of the School District;

WHEREAS, the Parties believe that one way to accomplish the purpose of this agreement is for the Health Department to provide Abbott BinaxNOW COVID-19 rapid antigen tests to the District where personnel at the District with CLIA licensure may test students and employees;

WHEREAS, there is no legal prohibition against the parties contracting in this manner;

WHEREAS, the Parties have the authority to enter into this agreement; and

WHEREAS, the Parties hereto have determined that it is in their best interests to enter into this Agreement to increase the safety and well-being of the students, faculty, and staff of the District and therefore to benefit the citizens of the Christian County.

ARTICLE 1- DUTIES AND RESPONSIBILITIES OF THE HEALTH DEPARTMENT

A. Equipment

The Christian County Health Department shall provide the Abbott BinaxNOW COVID-19 rapid antigen tests at no cost to the Pana Community Unit School District No. 8 for the

District to test its employees and students. If the Christian County Health Department is unable to procure a sufficient amount of Abbott BinaxNOW COVID-19 rapid antigen tests for the District to test employees and students, the Health Department will promptly give notice to the District of the insufficient amount and will provide information on locations available for employees and students to seek COVID-19 testing.

B. Training

The Christian County Health Department will train District personnel on the use of the COVID-19 tests and any reporting requirements to the Christian County Health Department.

C. Transportation of Tests

The Christian County Health Department will provide the Abbott BinaxNOW COVID-19 rapid antigen tests to the District to pick up and transfer in a manner approved by the manufacturer of the test.

D. Disposal of Tests

The Christian County Health Department will provide biohazard storage for used testing materials to be disposed in on District premises with all other biohazard materials.

ARTICLE 2 - DUTIES AND RESPONSIBILITIES OF DISTRICT

The District will provide the test results to the Christian County Health Department and provide any contact tracing information required to the extent allowed by the Illinois School Student Records Act, 105 ILCS 10/1 et seq., and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. Any District personnel administering COVID-19 tests will acquire the appropriate CLIA licensure prior to administering the tests.

ARTICLE 3 - TERM OF AGREEMENT

This Agreement shall continue in effect from the above date and will expire on June 30, 2021, unless terminated by either party as provided below. This Agreement does not extend unless the parties enter a new agreement.

ARTICLE 4 - LIASONS

The District hereby designates the Superintendent Jason Bauer and the Health Department hereby designates the Administrator Greg Seiders to serve as liaisons for the program. The Superintendent and Administrator shall confer periodically to evaluate the program and address any concerns.

ARTICLE 5 - SCHOOL RECORDS AND NON-DISCLOSURE

The Health Department and the District recognize that the Family Educational Rights Privacy Act, 20 U.S.C. §1232g, et. seq., ("FERPA") and the Illinois School Student Records Act, 105 ILCS 10/1 et. seq., ("ISSRA") impose substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the District. This Agreement shall be construed only so as to permit lawful disclosure by the District of student record information to the Christian County Health Department. The Health Department shall abide by all applicable laws, regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and District shall not violate nor direct the Health Department to violate ISSRA, FERPA, or District rules regarding disclosures and re-disclosure.

ARTICLE 6 - INDEMNIFICATION

The Christian County Health Department agrees to indemnify, defend and hold harmless the District and any of its officers, employees or agents (collectively, "Released Parties") from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising either directly or indirectly from or related to any and all claims made by or against the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to administration of Abbott BinaxNOW COVID-19 rapid antigen tests.

ARTICLE 7 - TERMINATION

Either party may terminate this Agreement by serving written notice upon the other party.

ARTICLE 8—INVALID PROVISION

If any part of this Agreement is declared invalid by a court of competent jurisdiction, such invalidity of the provision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement. If the severance of any part of this Agreement materially affects any other rights or obligations of the parties here under, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties. If the parties fail to agree on such amendment, either party may, by notice in writing, terminate this Agreement forthwith subject to the provisions of this Agreement relating to termination.

ARTICLE 9 - ASSIGNMENT

Neither party to this Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

ARTICLE 10 - NO WAIVER

The failure of either party to enforce at any time any of the provisions, rights, or to exercise any elections provided, shall in no way be considered to be a waiver of such provisions, rights, or elections or in any way affect the validity of this Agreement. The failure to exercise by either party any of its rights herein or any of its elections under the terms or conditions herein contained shall not preclude nor prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

ARTICLE 11 - COMPLETE AGREEMENT

This Agreement is the complete Agreement of the parties and may be amended or modified only in writing signed by representatives of both Parties. This Agreement supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

ARTICLE 12 - CHOICE OF LAW

This Agreement shall be governed by, construed, and interpreted according to the laws of the State of Illinois. It shall be binding upon and inure to the benefit of the successors of the Health Department and the District.

ARTICLE 13 - NOTICES

All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered if mailed by first class mail or delivered personally to the following person and addresses unless otherwise specified herein:

On behalf of Christian County Health Department:

Administrator Greg Seiders
Christian County Health Department
902 W. Springfield Rd.
Taylorville, Illinois 62568

On behalf of Pana Community Unit School District No. 8:

Superintendent Mr. Jason Bauer
14 E. Main Street
Pana, Illinois 62557

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHRISTIAN COUNTY HEALTH DEPARTMENT,
A MUNICIPAL CORPORATION

By: _____
Administrator

BOARD OF EDUCATION
PANA COMMUNITY UNIT SCHOOL
DISTRICT NO. 8

By: _____
Board President

ATTEST:

Board Secretary