

**INTERGOVERNMENTAL AGREEMENT
BETWEEN ELC AND ANTIOCH SCHOOL DISTRICT 34**

THIS AGREEMENT by and between the Governing Board of the Exceptional Learners' Collaborative, Lake County, Illinois (hereinafter "ELC") and the Board of Education of Antioch School District 34, Lake County, Illinois (hereinafter "District") (collectively, the "Parties") is made and entered into this 31st day of July, 2025.

WHEREAS, the Illinois Constitution and the *Illinois Intergovernmental Cooperation Act* encourage and permit cooperation between units of local government; and

WHEREAS, both ELC and the District are units of local government as defined in the *Illinois Intergovernmental Cooperation Act*; and

WHEREAS, ELC and the District have determined that it is in the best interests of the Parties to contract with each other for ELC to provide special education and related services to the District's students;

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, the Parties agree as follows:

1. Purchase and Provision of Services

The District shall purchase services from ELC during the 2025-2026 school year. The ELC will provide a .3 FTE Teacher of the Deaf and Hard of Hearing. In exchange for the services provided by ELC under this Agreement, the District shall pay an annual cost of approximately \$47,680.75. Services will be billed to the District on a monthly basis and shall be paid within thirty (30) days of receipt of the monthly invoice.

2. Implementation of IEPs

ELC shall provide special education and related services to the District's students in accordance with each particular student's IEP. If, at any time, ELC is unable to implement a District student's IEP, ELC shall promptly notify the District, and may initiate a termination of this Agreement in accordance with Paragraph 3.

3. Termination/Renewal of Agreement

This Agreement may be terminated by either Party upon the provision of thirty (30) days prior written notice to the other Party. Unless terminated earlier by either Party, this Agreement shall terminate by June 30, 2026. The District shall pay ELC for all services provided hereunder prior to the effective date of any such termination. The term of this Agreement may be renewed or extended by written agreement signed by the Superintendent or designee for ELC and the Superintendent or designee for the District.

4. Student Records and Confidentiality

ELC shall maintain records and reports utilized hereunder in accordance with the policies of ELC and shall furnish such documents that may be reasonably required by the District relating to any District students. ELC and the District both acknowledge and agree that their officers, employees, agents, contractors, licensees, volunteers, or invitees shall also comply with any

applicable policies regarding the confidentiality of such information, as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, et seq.; 34 CFR Part 99 ("FERPA"); the Illinois Personal Information Protection Act, 815 ILCS 530, et seq., the Illinois School Student Records Act, 105 ILCS 10/1, et seq., the Illinois Student Online Personal Protection Act, 105 ILCS 85/1, et seq.

5. Relationship of the Parties

ELC and the District acknowledge and agree that they are independent contractors, and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.

6. Good Faith and Dispute Resolution

In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise their best efforts to resolve the dispute as soon as possible. The Parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. In the event of a dispute arising under this Agreement which cannot be resolved informally by the Parties' Superintendents, the Parties may later agree to mediate and/or arbitrate the dispute on terms that are mutually agreeable to the Parties.

7. Amendments

This Agreement may be modified or amended only by a written agreement executed by the Parties.

8. Applicable Law

This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any action arising hereunder shall vest exclusively within the Circuit Court of Lake County, Illinois.

9. Complete Understanding

This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, express or implied, between them other than as herein set forth.

10. Indemnification

Each Party shall indemnify, defend, and hold the other harmless against any and all liabilities, claims, causes of action, damages, costs, expenses and fees, including attorney fees, that a Party incurs arising out of or occurring in connection with the negligent, reckless, or intentional misconduct of the other in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date below.

**BOARD OF EDUCATION
EXCEPTIONAL LEARNERS' COLLABORATIVE
LAKE COUNTY, ILLINOIS**

By: _____
President

Date: _____

ATTEST:

By: _____
Secretary

Date: _____

**BOARD OF EDUCATION,
ANTIOCH SCHOOL DISTRICT 34
LAKE COUNTY, ILLINOIS**

By: _____
President

Date: _____

ATTEST:

By: _____
Secretary

Date: _____