

**INTERGOVERNMENTAL AGREEMENT  
FOR DEAF AND HARD OF HEARING SERVICES**

This intergovernmental Agreement by and between the ANTIOCH CONSOLIDATED SCHOOL DISTRICT 34 BOARD OF EDUCATION, Lake County, Illinois, (hereinafter "District 34) and the BOARD OF EDUCATION OF FOX LAKE DISTRICT 114, Lake County, Illinois (hereinafter "Fox Lake") is made and entered into this 16<sup>th</sup> day of \_\_\_\_\_, 2020.

**WITNESSETH:**

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract or otherwise associate among themselves to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Illinois Local Government Cooperation Act, 5 ILCS 220/1 et. Seq., provides that "... Any power or powers, privileges or authority exercised or which may be exercised and enjoyed jointly with any other public agency of this State ...", and

**WHEREAS**, District 34 and Fox Lake are each separately governed, independent duly formed public agencies; and

**WHEREAS**, District 34 and Fox Lake desire to realize the educational and cost benefits of shared deaf and hard of hearing related services; and

**WHEREAS**, District 34 and Fox Lake have determined that sharing deaf and hard of hearing related services is in the best interest of both of their respective Districts.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Employment of Deaf and Hard of Hearing Teacher**, District 34 shall employ a certified deaf and hard of hearing teacher who is registered and licensed to teach in the State of Illinois and whose license is in good standing. District 34 shall have the sole responsibility for all hiring activities related to the employment of the deaf and hard of hearing teacher, including verifying the teacher's license being issued and in good standing and conducting criminal background checks as required by Section 5/10-21.9 of the *Illinois School Code*. District 34 shall be solely responsible for establishing the deaf and hard of hearing teacher's terms of employment, including the teacher's hours of employment, holidays, employment schedule and salary and benefits. District 34 shall evaluate the teacher and shall seek input and comments from the Antioch Director of Special Education and/or Building Principal as part of the evaluation process.

2. **School Calendar**, The District 34 teacher shall work the scheduled work days as established by the district 34 school year calendar, provided however, that if the District 34 calendar provides for a teacher institute on a day that the teacher is assigned to Fox Lake as provided below, the teacher shall report to Fox Lake and not attend the District 34 teacher institute.
3. **Assignment of the Deaf and Hard of Hearing Teacher to Fox Lake**, District 34 shall assign a District 34 Deaf and Hard of Hearing teacher to provide deaf and hard of hearing services in Antioch for three and one-half (3.5) days per each week that school is in session in accordance with the District 34 school calendar.
  - a. On the days the District 34 Deaf and Hard of Hearing teacher is assigned to provide services in Antioch, the Deaf and Hard of Hearing teacher shall report to work consistent with the District 34 standard work day hours at the location determined by Fox Lake; provided, however, that the work hours of the District 34 Deaf and Hard of Hearing teacher working in Fox Lake shall also include the District 34 standard duty free lunch period and planning period. The Deaf and Hard of Hearing teacher's time spent traveling from her home to Antioch shall not be included in the Deaf and Hard of Hearing teacher's work hours.
  - b. If the Deaf and Hard of Hearing teacher is sick and cannot report to work in Fox Lake, the Deaf and Hard of Hearing teacher shall notify Fox Lake of her absence by calling the Fox Lake Substitute line in accordance with the practices of Fox Lake.
  - c. The Deaf and Hard of Hearing teacher shall provide deaf and hard of hearing services in accordance with all applicable federal, state and local laws, rules and regulations and Fox Lake's educational practices; together with all applicable rules and regulations of Fox Lake's third-party reimbursement payors. Fox Lake shall notify the Deaf and Hard of Hearing teacher of all applicable rules and regulations and local practices regarding the delivery of deaf and hard of hearing related services and its third-party reimbursement payors and any changes thereto.
  - d. The Deaf and Hard of Hearing teacher shall provide deaf and hard of hearing services in accordance with the Individual Education Programs of the students with whom the Deaf and Hard of Hearing teacher shall be assigned to work. The Deaf and Hard of Hearing teacher agrees to consult with the student's case manager/staffing team regarding the deaf and hard of hearing services to be provided.

- e. Fox Lake and the Hard of Hearing teacher acknowledge and agree that all of the individual student records of the students to whom the Deaf and Hard of Hearing teacher provides services or support shall be and remain the property of Fox Lake. The Deaf and Hard of Hearing teacher shall have the right to use these records for the provision of special education and related services and agrees to maintain the records and all information contained therein a confidential manner in compliance with the *Illinois School Student Records Act* and the *Family Educational Rights and Privacy Act*.
4. **Payment for Deaf and Hard of Hearing Services.** Fox Lake agrees to pay District 34 a total of \$45,879.00 for three and one-half (3.5) days per week of deaf and hard of hearing services described herein for the 2020-2021 school year. Billing and payment obligations are set forth below.
- a. **Billing.** District 34 shall invoice Fox Lake \$4,561.91 starting September 1, 2020, and each month thereafter, for the deaf and hard of hearing services on or before the 15<sup>th</sup> day of the month. District 34 will send the final invoice for payment for the deaf and hard of hearing services in May 2021.
  - b. **Payment.** Fox Lake shall pay District 34 the full amount of each invoice on or before thirty (30) days from the date of District 34's invoice (the "Due Date"). All amounts not paid within 30 days of the Due Date shall bear interest at the rate of eighteen percent (18%) per annum until paid in full.
5. **Indemnification.** District 34 and Fox Lake agree to indemnify and hold harmless the other party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such party, or such party's employees, agents, or contractors, duties hereunder, except for negligent or willful acts or omissions of the other party.
6. **Term.** This agreement shall commence in August 2020 as determined by the parties and expire on the last day of school for the 2020-2021 school year as determined by the Antioch 34 calendar.
7. **Good Faith Dispute and 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 the dispute arising under this Agreement which cannot be resolved informally by the District 34 Superintendent and the Fox Lake

Superintendent, the parties may later agree to mediate and/or arbitrate the dispute on terms that are mutually agreeable to the parties.

8. **Agreement Modifications.** Any proposed modification to this Agreement shall be submitted in writing by the District 34 Superintendent or Fox Lake Superintendent for approval. The Modification shall not become effective until it is formally approved by the Board of Education of District 34 and the Board of Education of Fox Lake.
9. **Severability.** If for any reason any provision of this Agreement is determined to be invalid or unenforceable by an arbitrator or court of law, that provision shall be deemed severed and the balance of the Agreement shall otherwise remain in full force and effect.
10. **Governing Law.** This Agreement shall be governed by and interpreted according to the law of the State of Illinois.

**IN WITNESS WHEREOF,** the parties hereto, having been first duly authorized by appropriate action of their respective governing bodies, executed this Agreement on the dates indicated below.

Dated: _____	<b>District 34</b>	By: _____
		Board President or Superintendent
Dated: _____	<b>District 114</b>	By: _____
		Board President or Superintendent