

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT 113A AND LEMONT
TOWNSHIP HIGH SCHOOL DISTRICT 210 REGARDING IN-CLASSROOM HIGH
SCHOOL STUDENT VOLUNTEERS**

THIS AGREEMENT by and between the Board of Education of LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT 113A, COOK COUNTY, ILLINOIS, a public school district of the State of Illinois (“District 113A”) and the Board of Education of LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210, COOK COUNTY, ILLINOIS, a public school district of the State of Illinois (“District 210”). Collectively, District 113A and District 210 shall be referred to as the “Parties” and individually as a “Party”.

WHEREAS, the Parties are vested with certain authority pursuant to their intergovernmental cooperation powers under Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois *Intergovernmental Cooperation Act* (the “Act”) [5 ILCS 220/1, *et seq.*]; and

WHEREAS, the Act permits that “Any 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 and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law.” 5 ILCS 220/3.; and

WHEREAS, District 113A operates, owns and controls Oakwood School, River Valley School, Central School, and Old Quarry Middle School (“District 113A Schools”) which are located in Lemont, Illinois; and

WHEREAS, District 210 desires to utilize District 113A Schools for purposes of providing District 210 high school students (“Interns”) enrolled in certain courses with practical teacher- shadowing opportunities as part of their high school curriculum;

NOW, THEREFORE, in consideration of the mutual promises and consideration set forth herein, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. The preambles set forth above are incorporated in this Agreement as though set forth in this Section 1.

2. District 113A shall permit District 210 Interns to shadow District 113A teachers within the classroom settings of District 113A Schools during the school day. The Interns serve on a voluntary basis and there is no employment relationship established between the Interns and District 113A.

3. Prior to the beginning of the Interns’ placement at District 113A for a school year, the Parties shall agree upon the number of Interns to be placed at District 113A Schools and the duration of each placement.

4. District 210 Interns shall adhere to all applicable policies, procedures, and standards established by District 113A.

5. District 113A may immediately remove and not invite back any District 210 Intern whose conduct is contrary to District 113A’s standards of conduct as set forth in its policies and procedures.

6. District 210 acknowledges that in the course of adhering to this agreement, the records District 210 Interns encounter or create concerning a pupil of District 113A are confidential student records pursuant to the Family Educational Rights and Privacy Act, 20

U.S.C. § 1232g, (FERPA) and the Illinois School Student Records Act (ISSRA), 105 ILCS 10/1 et seq. and/or confidential records covered by the Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/1 et seq. District 210 warrants that its Interns will not misuse, misappropriate, maintain personally or disclose any confidential student records to any non-authorized District 113A personnel or authorized third party.

7. District 210 shall indemnify, defend and hold harmless District 113A, its board of education, board members individually, administrators, employees, agents, representatives, and volunteers, and their successors and assigns, and each of them (collectively “Indemnitees”) from any and all claims, demands, causes of action, losses, liabilities, costs, expenses, penalties, and damages, including reasonable attorneys’ fees and court costs, whether in contract or tort, statutory or otherwise, which one or more of the Indemnitees have incurred, to the extent arising from:

(a) any damage to any personal property or any injury to District 113A or any person occurring in, on or about District 113A Schools or otherwise arising due to the actual neglect, intentional or willful act, fault, or omission by District 210, its Interns, agents, servants, or employees in providing services or otherwise to any person; and

(b) District 210’s obligation to indemnify the Indemnitees shall survive the termination of this Agreement.

8. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

9. All students completing observation hours will be required to check in the main office using our Visitor Aware system with the license or state ID.

10. District 113A may suspend or terminate this Agreement at any time and for any reason whatsoever by providing District 210 at least thirty (30) days written notice.

11. This Agreement expresses the complete and final understanding of the Parties with respect to its subject matter and may not be amended or modified except by a written agreement executed by the Parties. This Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.

12. The effective date of this Agreement shall be the date that the last of the Parties executes this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officials as of the dates set forth below.

BOARD OF EDUCATION,
LEMONT-BROMBEREK
COMBINED SCHOOL DISTRICT
113A, COOK COUNTY, ILLINOIS

BOARD OF EDUCATION,
LEMONT TOWNSHIP
HIGH SCHOOL DISTRICT
210, COOK COUNTY, ILLINOIS

President

President

Attest:_____
Secretary

Attest:_____
Secretary

Date:_____

Date:_____