

INTERGOVERNMENTAL AGREEMENT
BETWEEN
Community High School District 117 and Antioch Community Consolidated School District 34
Regarding the Teaching Education Pathway Program

THIS AGREEMENT is entered into by and between the BOARD OF EDUCATION OF Community High School District 117 (hereafter "CHSD 117") and the BOARD OF EDUCATION OF Antioch Community Consolidated School District 34 (hereafter "CCSD 34"), and collectively referred to as the "Parties," on the dates hereafter set forth below.

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides that public agencies, including school districts, may contract to perform any governmental service, activity or undertaking or to combine, transfer or exercise any powers, functions, privileges or authority not prohibited by law; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution provides that units of local government and school districts may contract or otherwise associate among themselves; and

WHEREAS, CHSD 117 offers a Teacher Education Pathway Program, which enables students to explore the field of education; and

WHEREAS, CHSD 117 and CCSD 34 wish to create a partnership that enables CHSD 117 students To participate in work-based learning opportunities at the primary level in CCSD 34; and

WHEREAS, CHSD 117 and CCSD 34 hereby determine that entering into this Agreement is in the best interests of their respective school districts, students, and communities.

NOW, THEREFORE, in exchange for the promises, covenants, and agreements set forth herein, the Parties agree as follows.

1. Recitals.

1.1 The recitals in the foregoing Preamble are hereby incorporated by this reference.

2. Term & Renewal.

2.1 This Agreement will be in effect from the Effective Date through June 30, 2026. The Parties may renew this Agreement for subsequent one-year periods (July 1 – June 30) upon mutual written agreement, provided notice of intent to renew is given by one of the Parties by no later than May 1st of the year this Agreement expires.

3. Selection of Students for the Program.

3.1 CHSD 117 shall be solely responsible for selecting which students are eligible to participate in the Pathways Program.

4. Supervision of Students in the Program.

4.1 Students in the Pathways Program (hereinafter referred to as "Students") will at all times be subject to the policies and handbooks in place at both CCSD 34 and CHSD 117. While on-site at the internship location in CCSD 34, they will be expected to adhere to the rules and policies of the internship location, including but not limited to those of the school and/or District. The internship location is responsible for providing Students with information related to rules and policies applicable to them while on-site.

4.2 Students will be assigned a supervising teacher from CHSD 117 ("Supervising Teacher") who shall be responsible for supervising Students and their progress in the Pathways Program.

4.3 While on-site at the internship location, Students will be assigned an internship location teacher ("Placement Teacher"). At all times while Students are on-site at their internship location, the Placement Teacher will be responsible for their supervision.

4.4 Both the Placement Teacher and the Supervising Teacher will collaborate regularly to check in on Students and their progress.

4.5 CHSD 117 has the right to remove a Student from any CCSD 34 premise at any time, provided they give the Supervising Teacher advanced notice of the action. While participating in the Pathways Program and present in a CCSD 34 building, Students will be subject to CCSD 34's policies, rules, and student record confidentiality requirements.

5. Access to Students Participating in the Pathways Program.

5.1 The Supervising Teacher will visit each classroom of each CHSD 117 Student each time they visit CCSD 34.

6. Transportation of Students to and from the Placement.

6.1 CHSD 117 will provide transportation for CHSD 117 Students to and from their assigned internship location at CCSD 34.

7. Control over the Student Experience.

7.1 CHSD 117 shall be responsible for outlining the specific details and expectations for Students participating in the Pathway Program. The Supervising Teacher will coordinate with the Placement Teacher to ensure that Students are given the opportunities agreed upon in the Teacher Responsibilities Agreement.

7.2 CCSD 34 will allow CHSD 117 students the opportunity to experience first-hand a work-based learning program where the students will gain skills from an experienced educator.

8. Assignment of Students.

8.1 Students will be expected to be at the Internship site each school day, consistent with the CCSD 34 school calendar adopted and approved by its Board of Education. In the event CCSD 34 does not have school on a day when CHSD 117 does, Students report to CHSD 117 and their Supervising Teacher.

9. Selection of Placement Teacher.

9.1 CHSD 117 and CCSD 34 will collaborate to determine which teacher will be assigned as the Placement Teacher. In the event a Placement Teacher fails to adhere to the Teacher Responsibility Agreement or the terms of this Agreement, CHSD 117 may request that a replacement teacher be assigned, and CCSD 34 will act in good faith to provide a new teacher promptly.

10. Placement Teacher Responsibilities.

10.1 The Placement Teacher will sign an acknowledgement of participation in the Pathways Program that outlines the expectations for the course and the responsibilities placed on the Placement Teacher to ensure a successful internship experience for the Students ("Teacher Responsibilities Agreement").

10.2 The Placement Teacher shall be responsible for taking the Student's attendance each day and reporting it to the Supervising Teacher.

11. Liability.

11.1 CHSD 117 shall indemnify CCSD 34 for any damages resulting from the conduct of CHSD 117 students who are working at CCSD 34 in connection with the Pathways Program and from the conduct of the Supervising Teacher in connection with the Pathways Program and the services being provided herein. They shall also name CCSD 34 as an additional insured for this specific program.

12.2 CCSD 34 shall indemnify CHSD 117 for any damages caused by or in connection with CCSD 34 and its agents, employees, volunteers, and assigns conduct related to the Pathways Program and the services being provided herein, including but not limited to the conduct and services of the Placement Teacher. They shall also name CHSD 117 as an additional insured for this specific program.

12. Insurance.

12.1 CHSD 117 shall maintain the following insurance minimums:

12.1.1 Comprehensive general liability insurance coverage with limits of \$1,000,000 per occurrence and a \$3,000,000 general aggregate covering its employees acting within the scope of their appointments while acting in the scope of the Pathways Program.

- 12.1.2 Workers' compensation and employer liability insurance coverage provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;
- 13.1.3 Professional liability insurance coverage with limits of \$1,000,000 per occurrence and a \$3,000,000 general aggregate covering its employees acting within the scope of their appointments while acting in the scope of the Pathways Program.

12.2 CCSD 34 shall maintain the following insurance minimums:

- 12.2.1 Comprehensive general liability insurance coverage with limits of \$1,000,000 per occurrence and a \$3,000,000 general aggregate covering its employees acting within the scope of their appointments and its enrolled students acting in the scope of the Pathways Program.
- 12.2.2 Workers' compensation and employer liability insurance coverage provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;
- 12.2.3 Professional liability insurance coverage with limits of \$1,000,000 per occurrence and a \$3,000,000 general aggregate covering its employees acting within the scope of their appointments while acting in the scope of the Pathways Program.

13. **Confidentiality.**

13.1 CHSD 117 Student participants shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g, et seq. ("FERPA"), the Illinois School Student Records Act, 105 ILCS 10/1, et seq. ("ISSRA"), and their corresponding regulations. Student participants shall acknowledge that certain information about students is contained in records and that this information can be confidential by reason of FERPA, ISSRA, and related policies. Both Parties agree to protect these records in accordance with FERPA, ISSRA, and policies of the CHSD 117. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities under the IGA. Students further agree to comply with all state and federal laws, including, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/1, et seq. ("IMHDDCA"), the Illinois Student Online Personal Protection Act, 105 ILCS 85/1, et seq. ("SOPPA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all rules and regulations governing the release of student, personnel, and medical records as referenced herein.

14. **Termination.**

14.1 This Agreement may be terminated by either Party, with or without cause, upon no fewer than 30 days prior written notice.

15. **Notice.**

15.1 Any notices required under this Agreement shall be delivered in writing to the Parties as follows:

If to District: CHSD 117 Then to: _____

If to District: CCSD 34 Then to: _____

16. **Miscellaneous.**

16.1 **Full Cooperation.** The Parties agree to cooperate fully in the execution of any and all documents/forms and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

16.2 **Severability of Terms.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

16.3 **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties related to the subject matter of this Agreement, and there are no promises, agreements or undertakings, either oral or written, expressed or implied, that otherwise exist between the Parties.

16.4 **Execution in Counterparts.** This Agreement may be signed by the Parties in multiple counterparts. Facsimile and/or electronic signatures shall have the same force and effect as original signatures.

16.5 **Modification.** This Agreement may only be modified or amended in writing, executed by all Parties.

17.6 **Effective Date.** This Agreement shall be deemed fully executed and effective when it has been signed by all of the Parties on the date reflected below. If the dates differ, the latter date shall be considered the effective date of this Agreement.

WHEREFORE, the Parties have caused their authorized representatives to execute this Agreement on the dates set forth below.

D117 Board of Education

President

Secretary

Date

D34 Board of Education

President

Secretary

Date