

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF OAK PARK ELEMENTARY SCHOOL
DISTRICT NO. 97 AND OAK PARK TOWNSHIP REGARDING THE
PROVISION OF YOUTH SERVICES AND CARGO CIRCLES**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into on _____, 2018 by and between the Board of Education of Oak Park Elementary School District No. 97, a school district organized under the Illinois School Code, 105 ILCS 5/1-1 *et seq.* (hereinafter "District 97") and Oak Park Township ("Township").

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Township and District 97 (collectively referred to as "the Parties") are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and the Parties have agreed to the intergovernmental cooperation as set forth in this Agreement; and

WHEREAS, the Township provides youth services through Oak Park Township Youth Services ("OPTYS") which supports programs and services that work for the prevention of juvenile delinquency and which address youth who are at risk of becoming involved or are already engaged in inappropriate and/or illegal activities, and also advocates for programs and services which enhance the social and emotional development of youth and their families; and

WHEREAS, references in this Agreement to "OPTYS" and the "Township" shall be used interchangeably, as the OPTYS operates as part of the Township and the Township is ultimately responsible for all OPTYS responsibilities and duties under this Agreement; and

WHEREAS, the Parties seek to enter into this Agreement to have OPTYS provide collaboration, support, and training to District 97 employees in order to facilitate restorative practices known as "Cargo Circles" for District 97 fifth grade students.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the Township and District 97 agree as follows:

1. **RECITALS.** The above recitals are incorporated herein as though fully set forth.
2. **SCOPE OF SERVICES:** OPTYS will provide support to District 97 teachers as they learn how to incorporate and facilitate Cargo Circles, a Tier 1 restorative practice, into their classroom practices. OPTYS will provide Facilitators, as defined in Paragraph 5, who will provide the in-classroom support of Cargo Circle sessions, which will be held once a week in 45 minutes to 1 hour periods, for each District 97 fifth grade teacher. OPTYS shall also provide all curriculum for the Cargo Circle sessions and shall provide training opportunities for District 97's teachers. The Cargo Circle sessions will be held during the District 97 teachers' cohort training/support period.
3. **TERM.** TBD / OPTYS's training and support shall not exceed ten (10) sessions for each teacher.

4. **TERMINATION.** Either Party may terminate this Agreement for any reason by providing written notice of termination to the other Party which shall be effective immediately after the delivery of the notice. If either Party breaches this Agreement, the non-breaching Party may terminate this Agreement immediately by providing written notice of termination to the other Party which shall be effective upon delivery of the notice.

5. **OPTYS FACILITATORS.** OPTYS shall provide facilitators ("Facilitators") for the Cargo Circle sessions.

- a. OPTYS is responsible for recruiting, training, and managing the Facilitators. The Facilitators shall be deemed employees or independent contractors of OPTYS, and OPTYS shall be responsible for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. OPTYS shall prepare a standardized agreement for its Facilitators
- b. OPTYS shall provide a criminal background check in compliance with the Illinois School Code (105 ILCS 5/10-21.9(f)) for each Facilitator before the Facilitator is allowed to provide services under this Agreement. District 97 and OPTYS shall jointly agree on each Facilitator, and no Facilitator shall provide services under this Agreement if either Party objects to that Facilitator.
- c. Facilitators shall abide by District 97 policies at all times present on District 97 property. District 97 shall have the right to require a Facilitator to leave District 97 property at any time if the Facilitator is in violation of any District 97 policy or if District 97 determines that it is in the best interest of its students.
- d. OPTYS shall create continuing education opportunities for Facilitators to improve their skills in conducting Cargo Circle sessions.

6. **COLLABORATION FOR CARGO CIRCLE PROGRAM.** The Parties shall collaborate to facilitate the Cargo Circle sessions and program by taking the following actions:

- a. During the 2018-2019 school year, OPTYS and District 97's Director of Equity, Dr. Carrie Kamm, will collaborate to make resources about the Cargo Circle program and other restorative practices available for District 97's teachers on District 97's website.
- b. OPTYS and District 97 will collaborate on the design and questions for surveys to teachers and students that participate in the Cargo Circles.
- c. District 97 shall provide appropriate classroom space for the Cargo Circle sessions. District 97 teaching staff or other District 97 certified staff will be present in the classroom during all OPTYS Cargo Circle sessions.
- d. District 97 will provide standard messaging to parents/guardians of participants (will include Cargo Circles explanation, explanation of facilitators, contact information for OPTYS and District 97) including opting out.

- e. District 97 and OPTYS shall have joint liability for District 97's students, *in loco parentis*, during Cargo Circle sessions.

7. **CONFIDENTIALITY**. The Parties agree that as part of the Cargo Circle sessions, District 97 students may disclose personal and private information, and that it is necessary to maintain the confidential nature of these sessions.

- a. Each Party shall strictly maintain the confidentiality of all information provided by District 97's students during the Cargo Circles. Each Party shall require their employees, subcontractors, representatives, and agents maintain the confidentiality of any private information concerning the students' financial circumstances, medical conditions, student records, or any other information regarding students which may be deemed private and personal, except where permitted or required by law or where such disclosure is expressly approved by the School District or the student in writing. Further, OPTYS's employees, subcontractors, agents, and/or representatives shall comply with any School District 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.*
- b. If a student discloses information relating to the risk of harm to self or others (including but not limited to abuse/neglect, suicidal thoughts or comments, mental health crises, or threats to others, etc.), the Parties shall consult with appropriate staff at the school, including social workers, principals, administrators, and/or district-level administration to take all appropriate and required steps to address the threat or risk, including contacting the Department of Children and Family Services ("DCFS") as mandated reporters if required. OPTYS shall cooperate with District 97 with any follow-up required with the student's family, DCFS, police, or other governmental agency.

8. **INSURANCE**. OPTYS will maintain (at its sole expense) the following minimum amounts of insurance:

General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate.
Workers Compensation - in accordance with state regulations.
Professional Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate.
Automobile Liability - \$1,000,000 per occurrence.

The general liability policy shall be endorsed to reflect that coverage for the Board of Education of Oak Park School District 97 as an additional insured party and shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this

Agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to District 97 prior to any termination, cancellation or material amendment to that policy. Upon execution of this Agreement and as requested thereafter during the term of this Agreement or any extension thereof, OPTYS shall furnish to District 97 certificate(s) of insurance, policies, and endorsements reflecting the required coverages.

9. **INDEMNIFICATION.** OPTYS shall indemnify, defend, and hold District 97, including its Board, individual board members, officers, and administrators, agents, employees, representatives, and volunteers, and each of them harmless from and against any and all claims, demands, causes of action, lawsuits, loss, damage, penalties, injuries and liabilities including attorney's fees, costs, penalties, and expenses, to the extent arising from: (a) OPTYS's breach of this Agreement or (b) from any negligent act or omission of OPTYS, its employees, subcontractors, agents, and/or representative.

10. **COMPLETE UNDERSTANDING.** This Agreement contains the entire understanding and agreement between the Parties, and no statements, promises or inducements made by either Party that is not contained within the body of this written Agreement shall be valid or binding.

11. **RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement shall be deemed to create the relationship of principal and agent, joint venture, partnership, or employer-employee between the School District or OPTYS. No Party shall have the power to bind or obligate any other Party except as to the extent expressly set forth in this Agreement. Nothing in this Agreement shall be deemed to create any joint and severable liability among the Parties for each other's debts and obligations under this Agreement. Each Party shall be solely responsible for its own debts and obligations hereunder.

12. **COMPLIANCE WITH ALL LAWS.** OPTYS and District 97 shall at all times observe and comply with the laws, ordinances, regulations and codes of federal, state, county and other local governmental agencies, which may in any manner affect the performance of this Agreement.

13. **AMENDMENT.** This Agreement may only be modified by the mutual written consent of all the Parties.

14. **ASSIGNMENT.** This Agreement shall be binding upon the successors and assigns of the Parties hereto, provided, that no Party may assign this Agreement without the prior written consent of the other parties.

15. **GOVERNING LAW.** This Agreement shall be governed under the laws of the State of Illinois.

16. **SEVERABILITY.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument.

17. **NOTICE.** Any notice, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered: (a) personally, (b) via U.S. Mail, postage prepaid, or (c) via e-mail as follows:

If to OPTYS:

Oak Park Township Youth Services
c/o John Williams
105 S. Oak Park Avenue
Oak Park, IL 60302
jwilliams@oakparktownship.org

If to the School District:

Oak Park School District 97
c/o Carrie Kamm
Director of Equity
260 Madison Street
Oak Park, IL 60302
ckamm@op97.org

18. **EFFECTIVE DATE.** The Agreement shall be effective upon authorized signatures of the respective Parties.

19. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party hereto represents and warrants that it has the authority to execute this Agreement and to bind their respective entities to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed.

OAK PARK TOWNSHIP:

**BOARD OF EDUCATION OF OAK PARK
SCHOOL DISTRICT NO. 97:**

Its:

Its:

Date

Date