

## INTERGOVERNMENTAL AGREEMENT FOR INSTRUCTIONAL PLACEMENT SERVICES

This Intergovernmental Agreement by and between Gavin School District 37, Lake County, Illinois (hereinafter "Gavin") and Grant Community High School District 124, Lake County, Illinois (hereinafter "GCHS") is made and entered into this 16th day of April 2026.

### 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 power, privileges or authority exercised or which may be exercised by a public agency of the State may be exercised and enjoyed jointly with any other public agency of this State . . ."; and

**WHEREAS**, GCHS and Gavin are each separately governed, independent duly formed public school districts organized and operating in accordance with the Illinois School Code, 105 ILCS 5/; and

**WHEREAS**, GCHS and Gavin desire to realize the educational and cost benefits of shared part-time Vision Itinerant services; and

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

1. **Shared employee costs of the part-time Vision Itinerant position:** It is agreed that GCHS will hire a part-time Vision Itinerant service employee who will be assigned to provide vision itinerant services to students in both Gavin and GCHS, as required per student Individualized Education Plans (IEPs). GCHS will be responsible for payment of all salary and benefits to the employee. Gavin will reimburse GCHS for its share of all associated costs, including but not limited to salary, benefits, pension contributions, and reimbursement of employee business expenses, for this employee based on its proportionate share of the hours of services performed on behalf of Gavin students. GCHS will submit quarterly invoices for said services to Gavin. Gavin will pay the invoices in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

Quarterly invoice dates are noted below:

- a. September 30, 2026
- b. December 31, 2026
- c. March 31, 2026
- d. June 30, 2026

2026/2027 rate is \$100 per hour.

2. **Term.** This agreement shall commence on August 10, 2026 and expire on last day of student attendance at GCHS for the 2026-2027 school year.

3. **Evaluation.** GCHS will be responsible for conducting any performance evaluation of the employee.
4. **Coordination.** The Superintendents of each Party, or their designees, will meet periodically to confer regarding implementation of this Agreement and provision of the services, including but not limited to the employee's schedule, attendance at IEP meetings, Party-specific training or in-service requirements, and other matters affecting the provision of services.
5. **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.
6. **Termination.** Either Party may terminate this Agreement prior to expiration without cause, upon 60 days advanced written notice to the other Party. Each Party will remain responsible for paying its share of the costs of the services provided by the employee through the date of termination.
7. **Notices.** Notices required by this Agreement will be delivered by U.S. Certified Mail, Return Receipt Requested, or by electronic mail with confirmation of delivery as follows:  
  
If to GCHS:       Dr. Jeremy Schmidt  
                          25700 W. Old Grand Ave.  
                          Ingleside, IL 60041  
                          [jschmidt@grantbulldogs.org](mailto:jschmidt@grantbulldogs.org)  
  
If to Gavin:       Dr. Scott Schwartz  
                          25775 W. Highway 134  
                          Ingleside, IL 60041  
                          [sschwartz@gavin37.org](mailto:sschwartz@gavin37.org)
8. **Agreement Modifications.** This Agreement may be modified or amended only in writing signed by the Superintendents of each Party.
9. **Severability.** If for any reason any provision of this Agreement is determined to be invalid or unenforceable by the 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.

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**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.

Date: \_\_\_\_\_, 2026

**Gavin School District #37**

By:

\_\_\_\_\_  
Superintendent, Gavin

Date: \_\_\_\_\_, 2026

**Grant Community High School #124**

By:

\_\_\_\_\_  
Superintendent, Grant