

INTERGOVERNMENTAL AGREEMENT SHARING OF PHYSICAL THERAPIST

THIS AGREEMENT is made by and between the Board of Education of Libertyville School District 70, Lake County, Illinois (“School District 70”), the Board of Education of Community High School District 128, Lake County, Illinois (“School District 128”), and the Board of Education of Mundelein High School District 120, Lake County, Illinois (“School District 120”) (collectively School District 70, School District 128, and School District 120 are referred to herein as the “School Districts”).

WHEREAS, the School Districts are public school districts in Lake County, organized and existing under the laws of the State of Illinois; and

WHEREAS, the School Districts are governmental taxing bodies serving residents of their respective geographic areas; and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, *Local Government*, Section 10, provides for intergovernmental cooperation in and authorizes units of local government to obtain or share services, to exercise, combine or transfer powers or functions in any manner not prescribed by law or ordinance, and authorizes units of local government to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the School Districts are authorized and empowered to contract with one another pursuant to the provisions of Section 3 of the *Intergovernmental Cooperation Act* (5 ILCS 220/3); and

WHEREAS, the School Districts have a need for the part time services of a physical therapist (“Physical Therapist”) to provide physical therapy services (the “Physical Therapy Services”) to students of the respective School Districts; and

WHEREAS, the School Districts have determined that sharing the Physical Therapy Services of one Physical Therapist, who is hired and is an employee of School District 70, is in the collective best interests of the School Districts.

NOW, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is acknowledged, the School Districts agree as follows:

Section 1: Employee of School District 70:

- A. Hiring/Termination of Physical Therapist. School District 70 shall be responsible for, and shall have sole discretion regarding, interviewing and hiring the Physical Therapist. The Physical Therapist hired by School District 70 shall possess all required credentials and/or licensure under Illinois law. In addition, School District 70 shall have the authority in its sole discretion to terminate and replace the Physical Therapist. Neither School District 128 nor School District 120 shall have

authority to terminate the employment of the Physical Therapist other than to terminate this Agreement in accordance with Section 3.B of the Agreement; provided that School District 70 will consider any concerns School District 128 or School District 120 have regarding the Physical Therapist.

- B. Document Maintenance. School District 70 shall maintain copies of the Physical Therapist's credentials and/or licensure, criminal background check information, and other documentation establishing that the Physical Therapist may provide the Physical Therapy Services to students in accordance with Illinois law. School District 70 shall be responsible for initiating and reviewing the Physical Therapist's criminal background check report and confirming that the Physical Therapist is not prohibited from performing work in the School Districts pursuant to the Illinois School Code. School District 70 is not permitted to share the criminal background check report with School District 128 or School District 120. However, School District 70 shall verify to School District 128 and School District 120 that the Physical Therapist is not prohibited from employment, upon request. School District 70 shall provide any other records maintained to School District 128 and School District 120 upon request.
- C. Continued Employment. School District 70 shall be the Physical Therapist's employer for purposes of complying with all federal and State laws relating to employment, including, but not limited to, income tax withholding, unemployment compensation benefits, workers compensation coverage, group insurance benefits, and payroll taxes.

Section 2: Physical Therapist Services and Compensation:

The Parties agree to the following provisions for the allocation of shared services costs/fees:

- A. The Physical Therapist shall provide the Physical Therapy Services in accordance with the Illinois School Code, Illinois State Board of Education regulations, and State and federal law.
- B. The Physical Therapist shall work a standard 40-hour week during the school terms of the School Districts. Over the course of the school term, the Physical Therapist's time for providing the Physical Therapy services shall be allocated as follows: three (3) weekdays at District 70 (60% of time), one (1) weekday to District 128 (20% of time), and one (1) weekday to District 120 (20% of time).
- C. Compensation costs shall be allocated 60% to District 70, 20% to District 128, and 20% to District 120 (the "Allocation Basis").
- D. Included as part of the allocated compensation cost provisions of this Agreement are the following items:

- i. The base salary compensation and related employer and employee IMRF contributions.
- ii. All fringe benefits including but not limited to medical, disability and dental insurance benefits, related leave benefits, and life insurance.

To the extent the above compensation implicates employer taxes or other obligations, each School District shall pay their corresponding share. All other compensation cost obligations shall be the sole responsibility of School District 70.

- E. School District 70 shall provide written invoices to School District 128 and School District 120 on a monthly basis based on the cost allocations set forth in Section 2.C of this Agreement. School District 128 and School District 120 shall pay School District 70 for the Physical Therapy Services within 30 days after receiving the written invoice from School District 70.
- F. District 70 shall be deemed the Physical Therapist's employer for purposes of complying with all federal and state laws relating to employment, including, but not limited to, income tax withholding, FICA, IMRF contributions, unemployment compensation benefits, workers compensation coverage, group insurance benefits and payroll taxes, as authorized by law.

Section 3: General Provisions.

- A. Term. The term of this Agreement shall be from July 1, 2025 to June 30, 2026.
- B. Termination. Any Party may unilaterally terminate this Agreement for any reason by notifying the other Parties, in writing. The termination shall become effective as agreed to by the Parties, or 60 days thereafter. The terminating party, however, shall remain responsible for its portion of payments to the Physical Therapist incurred until June 30 of the year that the terminating party's termination is effective. If District 70 is the terminating party and terminates the Physical Therapist pursuant to the terms of this Agreement and District 128 or District 120 does not agree to replace District 70 as the employer, then this Agreement shall terminate and the Parties shall undertake an accounting to determine the amounts owed by each Party up to the date of Physical Therapist's termination. Prior to a Party terminating its involvement in the Agreement, the terminating Party shall make good faith efforts to discuss its intentions with the other Parties.
- C. Warranty of Services. The Physical Therapist will provide only the services as identified in Section 2.A of this Agreement. School District 70 makes no representations or warranties regarding the extent or quality of services that will be provided under this Agreement and School District 128 and School District 120 warrant not to assert a claim or action based upon the performance, non-performance, or competence of the Physical Therapist. The Physical Therapist shall be indemnified by School District 70 as required by law. Each Party shall

indemnify, hold harmless, and defend the other Parties, their Board, Board members, employees, agents, volunteers, and successors against all claims, losses, liability, costs, and expenses (including attorneys' fees) related to damages to property or person (including death) that may arise out of or in connection with the Physical Therapist's actions or omissions related to services provided to the indemnifying School District.

- D. Relationship of the Parties. Nothing in or done pursuant to this Agreement shall be construed to create an educational joint agreement or cooperative as those terms are used in the Illinois School Code.
- E. Amendment. The terms and conditions of this Agreement may be modified at any time by written mutual consent of the School Districts.
- F. Notices. Any notice, request, demand, or other communication provided for by this Agreement must be in writing and will be deemed to have been duly received upon (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, or (c) three calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. All notices required hereunder shall be served in writing to the other School Districts at the respective School District administrative offices addressed to the Superintendent.
- F. Assignment. No Party may assign, transfer, or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other Parties.
- G. Construction. The School Districts acknowledge that this Agreement has been drafted for their mutual benefit. No provision may be construed against one School District because its attorney drafted all or part of this Agreement.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the School Districts hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose.

[Signature Page to Follow]

**Board of Education of Libertyville
School District 70,
Lake County, Illinois**

By: _____
President

Attest: _____
Secretary

Date: _____

**Board of Education of Community
School District 128,
Lake County, Illinois**

By: _____
President

Attest: _____
Secretary

Date: _____

**Board of Education of Mundelein
High School District 120,
Lake County, Illinois**

By: _____
President

Attest: _____
Secretary

Date: _____