

8.1 APPROVAL OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR MUTUAL ASSISTANCE IN RESPONSE TO CRISES IN THE PUBLIC SCHOOLS OF MCHENRY COUNTY, ILLINOIS

A. SUBJECT

The Board is asked to review and approve an Intergovernmental Cooperation Agreement for Mutual Assistance in Response to Crises in the Public Schools of McHenry County, Illinois.

B. INFORMATION

The program will be called the McAid Alliance. It will enable participating school districts making good faith efforts to provide assistance during catastrophic events pursuant to the terms of the Agreement.

C. RECOMMENDATION

The Superintendent recommends approval of an Intergovernmental Cooperation Agreement for Mutual Assistance in Response to Crises in the Public Schools of McHenry County, Illinois.

D. SUGGESTED MOTION

Move to approve an Intergovernmental Cooperation Agreement for Mutual Assistance in Response to Crises in the Public Schools of McHenry County, Illinois.

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR MUTUAL ASSISTANCE IN RESPONSE TO CRISES
IN THE PUBLIC SCHOOLS OF MCHENRY COUNTY, ILLINOIS**

Recitals

WHEREAS, natural and human-made catastrophic events are occurring with increasing frequency in schools throughout the United States;

WHEREAS, McHenry County School Districts have not been subject to such occurrences, but recognize it is in the best interests of their students, staff and communities that they join together to plan for such occurrences and be prepared to assist each other during catastrophic events which exceed the capacity of an individual school district or cooperative to respond effectively on its own;

WHEREAS, the assistance to be provided under this Intergovernmental Cooperation Agreement ("Agreement") includes personnel, equipment and staging facilities appropriate to the nature of the catastrophic event;

WHEREAS, the foregoing purposes are best accomplished through this Agreement, with participating school districts making good faith efforts to provide assistance during catastrophic events pursuant to the terms of this Agreement, but without incurring liability if, in their sole discretion, they are unable or unwilling to do so;

WHEREAS, many school districts and cooperatives have, or will develop, emergency assistance agreements with local law enforcement, fire departments and other governmental entities and nothing in this Agreement is intended to replace, supersede or take precedence over such agreements; and

WHEREAS, the program to accomplish the foregoing will be called the **McAid Alliance**.

NOW THEREFORE, the undersigned public agency does hereby enter into this

Agreement with each and every other public agency which signs a counterpart copy of this Agreement and contracts as follows:

1. Parties. The parties to this Agreement are:

- a. the McHenry Regional Office of Education (the "ROE");
- b. the Boards of Education of school districts in McHenry County, Illinois ("School Boards", "School Board", "School District" or "School Districts") which are listed on the attached Exhibit 1 and have approved this Agreement in accordance with paragraph 6 or 8 below; and
- d. the governing entities of McHenry County special education and other cooperatives ("Cooperative" or "Cooperatives") which are listed on the attached Exhibit 1 and have approved this Agreement in accordance with paragraph 6 or 8 below.

Collectively the foregoing are the "Parties" to, or the "Participants" in, this Agreement.

2. Legal Authority and Purpose.

a. This Agreement is made in the exercise of the Parties' rights and powers granted under Article VII, Section 10 of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 and all other rights and powers vested in the Parties by their respective governing statutes.

b. The purpose of this Agreement is to develop and implement programs (the "Programs") designed to provide mutual aid in crises, primarily arising out of disaster or violence in McHenry County School Districts and Cooperatives. The programs are also designed to provide training and professional development to prepare member personnel for response and recovery activities. Under no circumstances will an employee of a Party act under this Agreement in a capacity as a first responder by performing emergency

rescue or response services ordinarily performed by police, fire or other governmental emergency service providers.

3. Administration.

a. This Agreement shall be administered by the ROE, by its Regional Superintendent of Schools (the "RSS") acting as chair of an Advisory Panel (the "Advisory Panel") consisting of:

- 1) the RSS or designee;
- 2) one superintendent selected by the superintendents of participating School Districts with a student enrollment of 1000 or less
- 3) one superintendent selected by the superintendents of participating School Districts with a student enrollment of more than 1000 but less than 3000;
- 5) one superintendent selected by the superintendents of participating School Districts with a student enrollment of more than 3000
- 6) not more than one superintendent selected by the RSS to ensure the Advisory Panel has members from an elementary district, a high school district and a unit district.
- 7) one administrator from the McHenry County Office of Emergency Management Agency; one representative of the McHenry Fire Chiefs' Associations; and one representative of the McHenry Police Chiefs' Association. These members are not parties to the Agreement or subject to dues.

b. Attendance at meetings of the Advisory Panel shall be by the superintendent or director, or their designees.

c. The term of a superintendent and a director shall be one year beginning July 1 and ending June 30, except that the initial term shall extend from the date of selection through June 30, 2026.

d. The Advisory Panel shall establish its own rules of procedure and meet at the call of the RSS or any four members with all members being notified.

e. The primary duty and authority of the Advisory Panel shall be to advise the RSS regarding implementation of this Agreement and to develop and implement the programs designed to achieve the purposes of this Agreement.

4. Fiscal Matters.

a. Within 30 days after becoming a Party to this Agreement, each School Board and Cooperative shall contribute \$250 toward the administration of this Agreement for the remainder of the 2025-26 school year. This fee will be used primarily to provide materials and equipment including, but not limited to, “call out” technology, reunification training and/or materials. Thereafter, at least 90 days before the start of the next school year, the ROE in collaboration with the Advisory Panel shall establish and administer a budget for the next school year and the contribution amount for the participating School Districts and Cooperatives not to exceed \$400.00.

b. The ROE and Advisory Panel shall seek funding through grants and similar sources of revenue as the primary sources of funds to develop and implement the programs and administer this Agreement.

c. At no cost to the School Districts and Cooperatives, the ROE shall perform its administrative duties under this Agreement.

d. At no cost to the School Districts and Cooperatives, the State's Attorney shall provide the services of its personnel and resources and assist in obtaining the cooperation of law enforcement agencies, to the extent appropriate for development and implementation of the programs.

e. The programs shall be made available to the School Districts and Cooperatives without cost other than the annual cost determined by the ROE.

f. Each School District is responsible for any benefits, compensation, liability insurance and worker's compensation insurance for its personnel that are providing authorized mutual aid to another School District._

g. Each School District providing facilities, materials and/or equipment to another School District under the auspices of this agreement shall not charge for such facilities, materials or equipment and for the cost of loss or damage to the facilities, materials and/or equipment.

h. Nothing in this agreement shall operate to bar any recovery of funds from any third party, state, or federal agency under existing statutes, or other authority.

5. Insurance and Liability.

a. Each Party is responsible for obtaining insurance coverage for its participation under this Agreement, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the Programs.

b. A Party shall not be liable to another Party:

1) for the acts or omissions of its employees providing assistance to another Party when requested under this Agreement;

2) for a Party's declination to provide assistance when requested by another Party under this Agreement.

For purposes of this paragraph 5.b., "liability" means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys' fees. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this Agreement, the actions of the ROE, the Advisory Panel or the development and implementation of the Programs shall create a duty or liability to any person or entity which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded any Party's insurance coverage.

6. New Parties and Withdrawal of a Party.

a. After the effective date provided in paragraph 8 below, a School District or Cooperative shall become a Party to this Agreement when the RSS receives this Agreement in counterpart, signed by its President and Secretary.

b. A Party may withdraw from this Agreement effective at the close of the day on June 30 of any year by giving at least 60 days' written notice of withdrawal to the RSS.

7. Amendment and Termination.

a. This Agreement may be amended or terminated by the affirmative vote of a majority of the Parties.

b. This Agreement shall terminate without a vote of the Parties within 120 days after the number of Participants falls below 10 or the State's Attorney or the ROE withdraws from this Agreement. During such 120-day period, the Advisory Panel shall wrap up the business under this Agreement and the Programs.

8. Effective Date and Dissolution. This Agreement shall become effective when the State's Attorney and the ROE approve and sign this Agreement and the RSS receives this Agreement, in counterparts, signed by the President and Secretary of the Boards of Education of the participating School Districts and governing entities of the Cooperatives listed on the attached

Exhibit 1.

McHenry County State's Attorney

By: _____

Dated: _____

Board of Education of

_____,
McHenry County, Illinois

By: _____
President

Attest:

Secretary

Dated: _____

McHenry Regional Office of Education

By: _____

Dated: _____

Cooperative Governing Board of

By: _____
President

Dated; _____

Exhibit 1 - List of Agency & Cooperatives

Each McHenry County area public school district may participate in the McAid Alliance program. The primary staff member will be the member of the McHenry County ROE School Safety Task Force.

Participating districts are as follows:

<i>District #</i>	<i>District name</i>	<i>Member</i>
2	Nippersink School District	
3	Fox River Grove School District	
12	Johnsburg School District	
15	McHenry School District	
18	Riley Community Consolidated School District	
19	Alden-Hebron School District	
26	Cary Community Consolidated School District	
36	Harrison School District	
46	Prairie Grove School District	
47	Crystal Lake Consolidated School District	
50	Harvard Community Unit School District	
154	Marengo Community High School District	
155	Community High School District	
156	McHenry High School District	
157	Richmond-Burton Community High School District	
158	Huntley Community School District	
165	Marengo-Union Elementary Community School District	
200	Woodstock Community School District 200	
SEDOM	Special Education District of McHenry County	
ROE	McHenry County Regional Office of Education (ROE #44)	