

INTERGOVERNMENTAL AGREEMENT BETWEEN LAGRANGE SCHOOL DISTRICT NO. 102 AND PLEASANTDALE SCHOOL DISTRICT NO. 107 FOR THE EMPLOYMENT OF A COMMUNICATIONS COORDINATOR

This Agreement for the Employment of a Communications Coordinator (this "Agreement") is entered into as of October 21, 2015 by and between Boards of Education of LaGrange School District No. 102, an Illinois School District ("LaGrange SD") and Pleasantdale School District 107, an Illinois School District ("Pleasantdale SD"). LaGrange SD and Pleasantdale SD are hereinafter sometimes referred to individually as a "Party" or "District," or together as the "Parties."

WHEREAS, each Party to this Agreement is a unit of local government authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970, by the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and by its enabling statute (105 ILCS 5/10-20 *et seq.*, being the School Code) to enter into this Agreement and to enjoy and carry out or cause to be carried out its rights and obligations under this Agreement; and

WHEREAS, the Board of Education of each Party has determined that it is in need of the services of a Communications Coordinator for the 2015-2016 school year; and,

WHEREAS, the Board of Education of each Party has determined that it is in its best interests and the citizens thereof to use jointly the services of a Communications Coordinator, sharing her time equally (50/50),

NOW THEREFORE, in consideration of the promises hereof and the mutual covenants and agreements contained herein, the Parties to this Agreement agree as follows:

FUNCTIONS OF THE ADMINISTRATIVE DISTRICT

The Parties shall jointly employ and utilize the services of a Communications Coordinator. The Communications Coordinator shall be employed only for the duration of the remainder of the 2015-2016 school year. LaGrange SD shall serve as the Administrative District. The Administrative District shall constitute the "home" district for the Communications Coordinator. The Administrative District shall, in collaboration with Pleasantdale SD, be responsible for all employment-related decisions concerning the Communications Coordinator, including, but not limited to, the right to discipline and/or discharge and the granting of any leave of absence.

QUALIFICATIONS AND SERVICES TO BE PROVIDED

The Communications Coordinator's duties shall include, but are not limited to, providing the following services to the Parties:

The Communications Coordinator envisions, implements, and manages communication strategies to create a world-class level of communication across the district and its many stakeholder groups. He or she seeks out and reports on district events; and also acts as liaison across the district, its stakeholders (students, staff, administration, school board, and community), local school districts, and the media, ensuring completeness, accuracy and consistency in communications.

REPORTS AND RECORDS

The Communications Coordinator shall maintain records and reports in accordance with the policies of each District, and in accordance with applicable law. All such records, including information and notes prepared or provided by the Communications Coordinator shall be the property of the District for which services are provided.

The Communications Coordinator shall comply with the provisions of the Illinois School Student Records Act (105 ILCS 10/1 et. seq.) and the Federal Educational and Privacy Rights Act (20 USCS 1232g et. seq.) which governs the release and disclosure of student records. No student records shall be disclosed by the Communications Coordinator without the prior written consent of the District, and/or the parents of the student.

FACILITIES, MATERIALS AND EQUIPMENT

Each District shall provide during the term of this Agreement:

1. All forms and supplies necessary to support the job responsibilities;
2. Access to buildings and events;
3. Use of a locked area for supplies and records prepared and/or used by the Communications Coordinator
4. Copies of all pertinent District policies.

INSURANCE AND LIABILITY

Each District shall be responsible for insuring the Communications Coordinator for services provided to its District. Services provided shall include the transportation from and to the Administrative District's main office. Each District shall provide general and professional liability insurance covering the Communications Coordinator and provisions of services under this Agreement in the maximum amount of \$2,000,000.00 per occurrence. Pleasantdale SD shall furnish to the Administrative District a valid Certificate of Insurance evidencing that it has adequate professional liability insurance coverage. The Certificate shall be delivered to the Administrative District before the Communications Coordinator is to provide services. The Administrative District shall maintain general and professional liability insurance covering the Communications Coordinator when she is not performing services for Pleasantdale SD.

Neither Party shall be responsible for any liabilities arising from the fault or negligence of the other Party, or their employees or agents. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other Party unless such liability is imposed by law. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party to the other.

COST OF SERVICES

The Cost of Services will be based upon the total cost and expense of employing the Communications Coordinator at the Administrative District. Primarily, this cost will be derived from the annual salary of \$55,000, at the prorated amount of \$40,500 and the benefits customarily provided to Educational Support Personnel at the Administrative District, including,

but not limited to health insurance, dental insurance, long-term life and disability insurance and the contributions due IMRF and by the Administrative District. The Communications Coordinator will be a 220-day employee.

Each party shall be responsible for one-half (1/2) of the total cost and expense of employing the Communication Coordinator at the Administrative District. LaGrange SD shall invoice Pleasantdale SD for its share of the cost in two installments. The first installment will be invoiced at the beginning of employment; the second installment will be invoiced at the end of the school year. At the end of the 2015-2016 school year, LaGrange SD shall invoice Pleasantdale SD for one-half (1/2) of any remaining expense costs that have been agreed upon ahead of time.

TERM OF THE AGREEMENT

This Agreement shall be effective upon the execution by the Parties and shall continue through June 30, 2016.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the Parties. Any subsequent modifications to this Agreement must be in writing and signed by both Parties to be binding.

AUTHORIZED SIGNATURES

The undersigned parties are authorized on behalf of LaGrange School District No. 102 and Pleasantdale School District No. 107.

LAGRANGE SCHOOL
DISTRICT NO. 102

PLEASANTDALE SCHOOL
DISTRICT NO. 107

By: _____
President, Board of Education

By: _____
President, Board of Education

ATTEST:

ATTEST: