

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF LIBRARY
ACCOUNTS/CARDS PURSUANT TO THE ILLINOIS CARDS FOR KIDS ACT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement” or “IGA”) is made this ____ day of _____, 2025 by and between the Board of Education of Geneva Community Unit School District 304 (“School Board”) and The Board of Library Trustees of the Geneva Public Library District (“Library Board”) (collectively, the “Parties” or individually a “Party”).

RECITALS

WHEREAS, the Geneva Public Library District (“Library”), is a public library established under the laws of the State of Illinois, dedicated to providing educational resources, services, and programs to residents of Geneva and surrounding areas; and

WHEREAS, the School Board is responsible for providing educational services to students within its jurisdiction, including those residing in Geneva; and

WHEREAS, the Illinois Cards for Kids Act authorizes public libraries to enter into agreements with school districts for the provision of library accounts/cards to students enrolled in schools within the district; and

WHEREAS, pursuant to Article VII, Sec. 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, the Illinois School Code and the Illinois Public Library District Act of 1991, the Library Board and the School Board are authorized to enter into intergovernmental agreements for library services; and

WHEREAS, the purpose of this Agreement is to establish a cooperative relationship between the Library Board and the School Board to facilitate access to library resources and services for students enrolled in schools within the Geneva Community Unit School District 304 (“School District”); and

WHEREAS, the Library Board wishes to cooperate with the School Board to furnish Library accounts/cards to those students enrolled in the various schools of the School District so that such students may utilize the services of the Library.

NOW, THEREFORE, in exchange for the mutual promises and conditions contained in this Agreement and such other good and valuable consideration acknowledged by the Parties, it is agreed as follows:

1. **Library Services.** The Library shall make available to all students of the School District Library accounts/cards, at no cost to the students or their parents/guardians. The Library shall be responsible for all costs associated with the issuance of the Library accounts/cards. The students residing within the boundaries of the Library shall be entitled to use the Library on such terms and conditions as are all other minor residents of the Library. The Students that do not reside within the boundaries of the Library shall be entitled to use the Library on such terms and conditions as are all other minor non-residents of the Library. The School Board and the Library shall work cooperatively to develop and disseminate information related to

the Library account/card program to parents/guardians of students; however, no materials shall be distributed in any school building without the prior approval of the School Board or its designee. Additionally, upon the request of the School Board or the Library, the Parties shall work jointly to provide information and training, free of charge, related to the Library account/card program to the teachers and administrators of the School District.

2. **Term and Renewal of IGA.** This Agreement shall commence on the date of the last Party's signature hereto and shall end June 30, 2030, unless terminated sooner as provided in this Agreement. Unless terminated as provided below, this Agreement shall automatically renew for one-year terms on the same terms and conditions provided herein.
3. **Termination.** Either the Library or the Board may terminate this Agreement at any time without cause or penalty on June 30 of any given year by providing written notice to the other party at least thirty (30) days prior to June 30. Either the Library or the Board may terminate this Agreement for cause, which cause shall include any material breach of this Agreement. Before either Party may terminate this Agreement for cause, the non-breaching Party must first give the breaching Party written notice of the alleged breach and thirty (30) days to cure the breach.
4. **Data Sharing.** Starting from fall 2026 new student registration and continuing with each subsequent registration, the School Board will include a consent form in its registration materials. This form, designed by the School Board, will ask parents or guardians if they agree to enroll their child in the Library account/card program and grant permission for the School Board to share certain information with the Library. (This consent form will not apply to students who have reached 18 years of age at the time of registration). This information includes the student's name, address, date of birth, school district ID number, parent or guardian's contact details, student's school, and grade level. The sole purpose of sharing this information is to enroll the student in the Library account/card program and facilitate communication with parents or guardians, as necessary. Data shared with the Library will remain with the Library or the designee, subject to all Library policies and procedures.
5. **Student Library Accounts.** The School Board will receive the library account information from the Library and distribute that information to the students who have enrolled in the Library account/card program, but the Library is prohibited by the Library Records Confidentiality Act to share with the School Board any specific information the Library requires a person to provide in order for that person to become eligible to borrow books and other materials. The Library Board is prohibited from using the shared information for any purpose other than those outlined in this Agreement or as required by law. Users wishing to cancel a Library account will need to contact the Library directly and follow all Library policies and procedures for account cancellation.
6. **Staff Library Accounts.** To support students in the classroom, all staff within D304 are eligible to receive an educator library account/card. This account/card allows educators to check out physical materials and use online resources in the classroom. To obtain an account/card, educators must present a school issued photo ID and abide by all other Library policies and procedures. Educator accounts/cards are good for one year. To support the principle of equity of cost of services, D304 agrees to support the Library's student literacy

efforts by sharing Library promotional materials such as flyers or brochures meeting D304 standards and/or approval.

7. **Privacy.** The Parties shall comply with all applicable laws, rules and regulations related to student privacy and or library patron privacy, including, but not limited to, the Family Educational Rights and Privacy Act, the Illinois School Code, the Illinois School Student Records Act, the Illinois Records Confidentiality Act, and the Illinois Public Library District Act of 1991 to the extent such acts are applicable. Library registration and circulation records are specifically exempt from disclosure under the Illinois Freedom of Information Act.
8. **Insurance.** Each Party shall keep in force at all times during the term of this Agreement Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and excess or umbrella insurance in the amount of \$5,000,000 per occurrence and in the aggregate. Each Party shall name the other Party's indemnitees as identified in Paragraph 5 above as additional insureds on a primary and non-contributory basis. In addition, each Party shall furnish certificates of the insurance and/or coverage in place as required herein. Either Party's utilization of self-insurance or participation in a self-insured risk pool shall satisfy the insurance requirements herein so long as the coverage afforded under such program is substantially similar to that which would have been provided had that Party purchased the required insurance policy.
9. **Amendments.** Any amendment to this Agreement must be reduced to writing and approved by the Library Board and the School Board at public meetings conducted in accordance with the Open Meetings Act.
10. **Savings Clause.** In the event any provisions or terms of this Agreement are held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid provision or term were not contained herein.
11. **Publicity.** Any statements or materials regarding the provision of services under this Agreement shall be made jointly by the Library and School Board. Neither Party shall unreasonably delay its approval of any such statements or materials.
12. **Notice.** Any notice must be sent by either U.S. Postal Service first-class mail, postage prepaid, return receipt requested, or by overnight delivery by a nationally recognized delivery service with proof of delivery at the addresses below. Notice shall be deemed served upon deposit with the U.S. Postal Service or deposit with the overnight delivery service, as the case may be.

To the Library Board:

Geneva Public Library District
227 S. 7th Street
Geneva, IL 60134

With a Copy To:

Peregrine, Stime, Newman, Ritzman
& Bruckner, Ltd.
Attn: Roger R. Ritzman
221 East Illinois St. - P.O. Box 564
Wheaton, IL 60187

To the School Board:

Geneva Community Unit
School District No. 304
227 N. 4th Street
Geneva, IL 60134

With a Copy To:

Petrarca, Gleason, Boyle & Izzo, LLC
Attn: James R. Dougherty
1415 West 22nd Street, Suite 200
Oak Brook, Illinois, 60523-8407

13. **Compliance with Laws.** Each Party hereto shall comply with all applicable laws, rules, and regulations with regard the provision of the services, including, but not limited to, human rights and anti-discrimination laws.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois notwithstanding its choice of law provisions. Any action to enforce the terms and conditions of this Agreement shall be brought in the Sixteenth Judicial Circuit Court of Kane County, Illinois.
15. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
16. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties and does not confer any rights or benefits on any third party, including any employee of any Party.
17. **Paragraph Headings.** The paragraph headings and references are for the convenience of the Parties and are not intended to limit, vary, define, or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.
18. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized representatives on the dates set forth below.

[SIGNATURE PAGE TO FOLLOW]

LIBRARY BOARD:

THE BOARD OF LIBRARY TRUSTEES
GENEVA PUBLIC LIBRARY

By: _____

Its: _____

Date: _____

SCHOOL BOARD:

BOARD OF EDUCATION OF
GENEVA COMMUNITY UNIT
SCHOOL DISTRICT NO. 304

By: _____

Its: _____

Date: _____