

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made by and between the Board of Education of New Lenox School District 122 ("District 122") and Joliet Township High School District 204 ("Receiving District"). The parties will be collectively referred to herein as "School Districts."

WHEREAS, the Illinois Constitution and statutes, including without limitation the *Intergovernmental Cooperation Act of the State of Illinois*, 5 ILCS 220/1 *et. seq.*, encourage and permit cooperation between units of local government;

WHEREAS, the Orientation and Mobility Itinerant has been employed by District 122 and may provide services to both School Districts; and

WHEREAS, the School Districts believe it is in their best and mutual interests to provide the Receiving District with access to the services of an Orientation and Mobility Itinerant employed by District 122;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed as follows:

1. **Authorization.** The respective superintendents of the School Districts are hereby authorized and directed to establish mutually agreeable terms as to the schedule and work responsibilities of the Orientation and Mobility Itinerant for each District, subject to the availability of the District 122 employee as determined by District 122.
2. **Assignment of Orientation and Mobility Itinerant.** District 122 shall assign to the Receiving District the service provider chosen by District 122.
3. **Obligations and Responsibilities of Receiving District.** The Receiving District shall reimburse District 122 for services based on the per capita costs consistent with the requirements set forth in Section 14- 7.01 of the Illinois School Code and 23 Illinois Administrative Code, Part 130. Payment shall be due in accordance with the Illinois Local Government Prompt Payment Act, 50ILCS505/1et.seq.after District 204 receipt of an invoice as invoiced by District 122.
4. **Student Record Information.** The School Districts agree to keep the student record information exchanged pursuant to this Agreement confidential and to not disclose such information to any third party, except pursuant to applicable laws or regulations. The School Districts shall adhere to the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, and the Illinois Mental Health and Developmental Disabilities Confidentiality Act.
5. **Indemnification.** To the fullest extent permitted by law, the Receiving District shall indemnify, defend and hold harmless District 122, its Board of Education and its members, officers, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (collectively "District 122 Indemnitees"), from and against all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation or enforcement costs, incurred by any of the School Indemnitees for any harm, including without limitation death,

or for damage, destruction or theft of property, arising out of any activity of the Receiving District or any act or omission of the Receiving District or any employee, agent, subcontractor, independent contractor, volunteer, or invitee of the Receiving District, in whole or in part.

6. **Term.** This Agreement shall terminate on the last day of school attendance of the 2025-2026 school year unless extended in writing by the School Districts. Either party may terminate this Agreement by providing the other with written notice of the termination 30 calendar days in advance of the termination date directed to the following:

New Lenox School District 122
Director of Special Education
Amanda Novotny
102 South Cedar Road
New Lenox, IL 60451

Joliet Township High School District 204
Director of Special Services
Jamila Cage
300 Caterpillar Drive
Joliet, IL 60436

7. **Amendments.** This Agreement may be modified or amended only by a written agreement executed by the School Districts.
8. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.
9. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the School Districts relative to the subject matter hereof, and there are not promises, agreements, or undertakings, either oral or written, express or implied, between them other than as herein set forth.

IN WITNESS WHEREOF, the School Districts have caused this Agreement to be executed as of the date below. In the event the dates differ, the latter shall be the effective date of this Agreement.

BOARD OF EDUCATION
NEW LENOX SCHOOL DISTRICT 122,

President Date

Attest: _____
Secretary Date

BOARD OF EDUCATION
JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204,

President Date

Attest: _____
Secretary Date