

## INTERGOVERNMENTAL AGREEMENT

**This Intergovernmental Agreement**, made and entered into on December, 2020, by and between the Board of Education of Harlem School District 122 (hereinafter “Board of Education”, “School District”, or “the District”) and the Boone Winnebago County Regional Office of Education (“the ROE”);

### W I T N E S S E T H :

**WHEREAS**, the District requires Truancy Intervention Support Services for Harlem High School;

**WHEREAS**, the ROE is willing to hire and provide the District with a Truancy Interventionist with the requisite support; and

**WHEREAS**, both the ROE and the District are units of local government or school districts within the meaning of Article VII of the Constitution of the State of Illinois and are authorized to enter into intergovernmental agreements pursuant to Article VII, §10 of said Constitution and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

**NOW, THEREFORE**, for and in consideration of valuable consideration, the receipt, and sufficiency of which is hereby acknowledged by the Parties, and in further consideration of the promises and covenants set forth herein, it is agreed by and between the Parties as follows:

**1. Recitals.** The Parties hereby find that all of the recitals contained in the preambles to this Intergovernmental Agreement are full, true, and correct and do incorporate them into this Intergovernmental Agreement by this reference.

**2. Duties of the ROE.** The interventionist from the ROE will provide the District truancy intervention support and services. The District shall work with the ROE to determine a

set schedule to provide said services TWENTY (20) hours per week during Districts normal hours of operation.

**3. Duties of the District.** The district agrees to assign appropriate staff to work with the ROE counselor. The District also agrees to provide, at no charge to the ROE, an office, access to a phone, a locked file cabinet, and access to any other technology to conduct the professional responsibilities.

**4. Agreement Term.** The initial term of this Agreement shall be for a period of one (1) year, commencing on the 1st day of July, 2020 and expiring on the 30th day of June, 2021. This Agreement may be renewed for additional one (1) year terms, commencing on the date of termination set forth hereinabove, upon completion of a joint evaluation regarding the scope and performance of the duties outlined above. During the initial term, or any renewal or extension thereof, this Agreement may be terminated upon sixty (60) days written notice.

**5. Consideration.** As consideration for the services performed during the initial term of this Agreement, the District agrees to pay the ROE for hours worked (including hourly rate and benefits) within 30 days of receipt of invoice. The parties agree that this fee shall be evaluated at the end of the initial term and that the parties may participate in a cost adjustment discussion during said evaluation.

**6. Loss and Indemnity.** To the fullest extent permitted by law, each party shall defend indemnify and hold harmless the other party, including its respective officers, employees, and agents from and against any and all losses, damages, costs, and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of any of its employees or any breach of its respective obligations under this Agreement.

7. **Notices.** Notices hereunder shall be in writing and, except as otherwise herein provided, shall be effective upon hand delivery thereof, or by the mailing thereof by Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows, or by faxing a copy to the fax numbers listed below, to-wit:

**DISTRICT:**

Harlem School District 122  
  
c/o Julie Morris  
8605 N 2<sup>nd</sup> Street  
Machesney Park, Illinois 61115

**ROE:**

Boone Winnebago Regional  
Office of Education  
c/o Scott Bloomquist  
300 Heart Blvd  
Loves Park, IL 61111

or at such other address as may from time to time be designated by either party by like notice to the other party. Notices that are mailed shall be deemed to be served on the addressee on the date they are mailed as provided above, and notices that are faxed shall be deemed served on the date and hour they are faxed.

8. **Time of the Essence.** The time for performance of the obligations of the parties is of the essence of this Agreement.

9. **Additional Requirements.** The District agrees to provide the names and sufficient background check information for the employees authorized by the Cooperative to be present upon school grounds prior to any such individual accessing the premises. The District agrees to fully comply with any Cooperative requests or directives regarding the timing and/or manner of access to its classrooms and/or the use thereof.

10. **Binding Effect.** This Agreement, when fully executed and approved, shall be binding upon and inure to the benefit of the parties hereto, their heirs, administrators, executors, successors, and assigns, as the case may be.

**11. Entirety of Agreement.** This Agreement constitutes the whole and entire agreement by and between the parties. No prior agreement, understanding, or course of dealing between the parties constitutes a part of this Agreement unless specifically set forth herein.

**12. Authority.** Each party hereby acknowledges and warrants that it has the full power and authority necessary to execute this agreement.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Intergovernmental Agreement as of the date and year first above written.

**Boone Winnebago Regional Office of Education**

**By:** \_\_\_\_\_  
**Regional Superintendent**

**ATTEST:**

\_\_\_\_\_  
**Assistant Regional Superintendent**

**BOARD OF EDUCATION  
HARLEM SCHOOL DISTRICT 122**

**By:** \_\_\_\_\_  
**Board President**

**ATTEST:**

\_\_\_\_\_  
**Board Secretary**