

2.5 APPROVAL OF A REVISED 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 a revised Intergovernmental Cooperation Agreement for Mutual Assistance in Response to Crises in the Public Schools of McHenry County, Illinois.

B. INFORMATION

This agreement was originally approved by the Board of Education at the October 14, 2025 Board meeting but has since been revised by State's Attorney's Office. The agreement enables 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 a revised Intergovernmental Cooperation Agreement for Mutual Assistance in Response to Crises in the Public Schools of McHenry County, Illinois.

D. SUGGESTED MOTION

This item will be included as part of the Consent Agenda Motion.

**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** (“McAid”).

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 (or hereafter accepted as a New Party pursuant to paragraph 6) and have approved this Agreement in accordance with paragraph 6 below; and
- c. 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 below. Collectively the foregoing are the “Parties” to, or the “Participants” in, this Agreement.
- d. For clarification purposes of this Agreement, the McHenry County State’s Attorney’s Office (“State Attorney” or “SAO”) shall not be considered a “Party” under this Agreement. Rather, the SAO shall be considered a “Cooperating Agency.”

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.

c. The Parties expressly agree that this Agreement does not create a separate legal entity within the meaning of the applicable provisions of the Intergovernmental Cooperative Act (5 ILCS 220/1, et seq.). The cooperative body or Advisory Panel established under this Agreement exists solely as a joint advisory and coordinating mechanism to carry out the purposes of this Agreement and shall not constitute a separate public body.

3. Administration.

a. This Agreement shall be managed by the ROE, by its Regional Superintendent of Schools (the “RSS”) acting as chair of an Advisory Panel (the “Advisory Panel”). The Advisory Panel shall consist of the following members:

- 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 County Fire Chiefs' Associations; and one representative of the McHenry County Police Chiefs' Association. The members identified in this subparagraph 7 are not parties to the Agreement or subject to dues. If one of the members identified in this subparagraph 7 are unable or unwilling to participate in the Advisory Panel, the Advisory Panel shall operate without that member.

b. For the purposes of this Agreement, management of this Agreement by the ROE includes the following duties: holding of funds, materials, and/or equipment received pursuant to the undertakings of this Agreement pursuant to paragraph 4 herein; creation and publication of meeting agenda(s), where required by Illinois law; designation of location, date, and time of meetings of the Advisory Panel or other members at large, where applicable; and any other duties provided by the rules, procedures, and/or bylaws established by the Advisory Panel not inconsistent with applicable Illinois law.

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

d. 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.

e. The Advisory Panel shall establish the rules, procedures, and/or bylaws, not inconsistent with Illinois law or the purposes of this Agreement, for the operation of activities undertaken pursuant to this Agreement and meet at the call of the RSS or any four members with all members being notified, in writing, within a reasonable time prior to the call for a meeting.

f. 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 may, consistent with, and without exceeding, its statutory duties, assist in interagency cooperation with law enforcement and may present information on applicable laws and regulations as a Cooperating Agency. Each school district and cooperative shall remain responsible for securing and relying upon its own legal counsel for representation and legal advice specific to its operations, including those operations pursuant to this Agreement.

e. The programs shall be made available to the School Districts and Cooperatives without cost other than the annual cost determined by the ROE, pursuant to this paragraph 4.

f. Each School District, Cooperative, Cooperating Agency, or other member is responsible for any benefits, compensation, liability insurance and worker's compensation insurance for its personnel that are providing authorized mutual aid to another Party pursuant to this Agreement.

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, Liability, and Indemnification.

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.

c. To the extent permitted by law and without waiving any immunities or defenses available under the Local Governmental and Governmental Tort Immunity Act (745 ILCS 10/1-101, et seq.), each Party agrees to indemnify, defend, and hold harmless the other Parties, and their respective boards of education, officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent or wrongful acts or omissions of

that Party, or of its officers, employees, or agents, in connection with activities undertaken pursuant to this Agreement.

6. New Parties and Withdrawal of a Party.

a. After the effective date provided in paragraph 11 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. Annual dues already paid would remain in McAid Alliance account if withdrawal takes place mid year.

c. The State's Attorney may withdraw as a Cooperating Agency from this Agreement upon 30 days' written notice to the RSS as chair of the Advisory Committee.

d. The dissolution of McAid Alliance created by ROE withdrawal would result in return of funds, less itemized expenses, to contributing Party members not to exceed the amount that the contributing Party member paid for dues for the corresponding year. Payment of a contributing Party member's dues, less any itemized expenses, shall be within a reasonable time after dissolution of McAid.

7. Amendment and Termination.

a. This Agreement may be amended or terminated by the affirmative vote of a majority of the Parties through an Advisory Panel meeting. Upon an affirmative vote by the Advisory Panel to terminate this Agreement, the Advisory Panel may determine the effective date of the termination to a future date and time; however, the effective date of termination upon an affirmative vote by the Advisory Panel shall not exceed 120 days from the date of the

affirmative vote. If, after an affirmative vote, the Advisory Panel does not provide an effective date for the termination of this Agreement, this Agreement shall be considered terminated effective the same day as the affirmative vote to terminate this Agreement.

b. This Agreement shall terminate without a vote of the Parties within 120 days after the number of School Districts or Cooperatives falls below 10 or the ROE withdraws from this Agreement as provided in Section 6 of this Agreement. During such 120-day period, the Advisory Panel shall wrap up the business under this Agreement and the Programs.

8. No Authority to Sue or Be Sued. McAid, the Advisory Panel or any cooperating group formed under this Agreement shall not have the authority to sue or be sued, to enter into contracts on its own behalf, or to hold or transfer property in its own name. All activities undertaken pursuant to this Agreement shall be carried out by the parties individually or jointly, through their respective governing boards, officers, or employees, consistent with their legal power and authorities.

9. Entire Agreement. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. This Agreement may be amended by mutual consent of all of the parties, which shall be in writing and signed and executed with the same formality with which this instrument was executed.

10. Governing Law and Venue. The Parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue

for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

11. Effective Date. 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: _____

McHenry Regional Office of Education

By: _____

Dated: _____

Board of Education of

_____,
McHenry County, Illinois

By: _____
President

Attest:

Secretary

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) | |