

## **INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES**

**THIS AGREEMENT** made and entered into this day, 1 of September, 2025, by and between the Board of Education of Antioch School District 34 of Lake County, Illinois, a body politic, hereinafter referred to as the "SCHOOL DISTRICT," and the Lake Villa District Library, a body politic, hereinafter referred to as the "LIBRARY" or "LIBRARY DISTRICT."

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

**WHEREAS**, the LIBRARY or LIBRARY DISTRICT listed above is either a local library established pursuant to the Local Library Act, 75 ILCS 5/1-1, et seq. or a library district established pursuant to the Public Library District Act of 1991, 75 ILCS 16/1-1 et seq., and is hereby contracting with an Illinois public entity or private corporation established pursuant to state statute; and

**WHEREAS**, pursuant to Article VII, Sec. 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and pursuant to the Illinois Compiled Statutes pertaining to libraries, specifically, 75 ILCS 5/4-7(8) for public libraries and 75 ILCS 16/30-55.40 for public library districts, the Governing Body of each of the said entities is empowered and authorized to enter into intergovernmental contracts and agreements for library services with other entities in order to contract for library services outside the political boundaries of said LIBRARY; and

**WHEREAS**, the LIBRARY or LIBRARY DISTRICT is willing to cooperate with the SCHOOL DISTRICT to furnish economical, efficient, and comprehensive library services for the residents and staff of the SCHOOL DISTRICT as described herein.

**NOW, THEREFORE**, in consideration of the mutual undertaking and covenants of the parties hereto as herein set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

### **1. Library Services**

The LIBRARY agrees to provide library services using its facilities, equipment, and materials at its library(ies) to all of the SCHOOL DISTRICT pursuant to the library's usual policies and practices. Provided, however, that the LIBRARY reserves the right to reduce any or all general library services at the library(ies) during the term of this Intergovernmental Agreement. The LIBRARY also agrees to make such facilities, equipment, and materials available to the SCHOOL DISTRICT pursuant to the terms and conditions of this Intergovernmental Agreement and as may otherwise be mutually agreed upon between the LIBRARY and the SCHOOL DISTRICT and which is reduced to writing and incorporated as an amendment to this Intergovernmental Agreement. See Amendment A for additional library services provided to teachers.

### **2. Title to Property**

The LIBRARY shall retain title to all the personal property it owned prior to the effective date of this Intergovernmental Agreement, including but not limited to books, periodicals, furnishings, and equipment ("Property"), and to Property it purchases with its own funds after the effective date of this Intergovernmental Agreement.

### **3. Library Users**

The LIBRARY reserves the right to remove any group or individual from the LIBRARY if that group or individual violates any LIBRARY policy or practice, becomes disruptive to the educational process or in any manner poses a danger or disruption to him/herself, other patrons, students, property, or staff. Provided,

however, that if the individual or group to be removed is under the jurisdiction or custody of the SCHOOL DISTRICT, the removal decision shall be communicated to any supervisory personnel of the SCHOOL DISTRICT then present at the LIBRARY.

#### **4. Financial**

For the LIBRARY, the Operation Cost shall recognize the principle of equity of cost of services to non-residents expressed in the Library District Act of 1991. (75 ILCS 16/30-55.40) See Amendment B for Equity of Cost requirements.

The SCHOOL DISTRICT shall also pay the LIBRARY for the loss or damage to any library materials provided to non-residents under this contract pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) upon receipt of any invoice submitted by the library, subject to Amendment C (Responsibilities for Lost/Damaged Materials).

#### **5. Amendments to the Intergovernmental Agreement**

This Intergovernmental Agreement may be amended by mutual consent, providing that the party desiring the amendment shall give the other party written notice of such proposed amendment. This Intergovernmental Agreement may only be amended in writing and after formal approval at a public meeting has been given by both Parties' Boards and signed by authorized representatives of each Board. Any amendment to this Intergovernmental Agreement must be reduced to writing, signed by authorized representatives of each Board, and attached to this Intergovernmental Agreement.

#### **6. Term and Renewal of Intergovernmental Agreement**

This Intergovernmental Agreement shall be in full force and effect from 1 September 2025, the date the last of the two below-named parties first approved this Intergovernmental Agreement ("Effective Date") and shall continue for the period of 5 years ("Term") and terminated upon 1 September 2030, unless terminated earlier pursuant to the terms of this Paragraph 9.

Either undersigned party may terminate this Intergovernmental Agreement during the Term without cause provided written notice has been given to the other undersigned party, at least ninety (90) days prior to the effective date of the termination. Any such notice must be by U.S. Postal Service first-class mail, postage paid return receipt requested, addressed to the President of the Board of Trustees at their official address.

Either the LIBRARY or SCHOOL DISTRICT may terminate this Intergovernmental Agreement during its Term for cause, which shall include any material breach of this Intergovernmental Agreement by the other party. Before either party may terminate this Intergovernmental Agreement for cause, it must first give the other party notice of the breach and thirty (30) days to cure the breach. The LIBRARY shall have the right to terminate this Agreement for cause if the SCHOOL DISTRICT'S residents or teachers who are non-residents of the LIBRARY DISTRICT but who are entitled to use the LIBRARY under this Agreement no longer use the LIBRARY.

#### **7. Notice**

Any notice required to be given under this Agreement shall be sufficient if it is in writing and sent by mail, to the LIBRARY Board of Trustees at 140 N. Munn Rd, Lindenhurst, IL 60046, and to the SCHOOL BOARD's address at 964 Spafford St, Antioch, IL 60002.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their respective Presidents and Secretaries pursuant to Resolutions duly adopted by the Boards of the LIBRARY and SCHOOL DISTRICT 34 as of the day and year first above written.

For: Board of Education of  
Antioch School District 34

For: Lake Villa District Library Board of Trustees

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Mary Beth Hulting, President) (Paul Schreck, President)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Aron Borowiak, Superintendent) (Mikael Jacobsen, Director)

ATTEST:

ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Angela Baronello, Secretary) (David Swan, Secretary)

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## **AMENDMENT A**

### **Teacher Card Terms**

Teachers at Oakland Elementary School can get a full library card, patron code LVK Educational and statistical class Teacher. This includes database access as well as material checkout privileges. To obtain a library card, each individual school must submit a list of all teachers to the Lake Villa District Library (see Amendment B). Teachers that would like to check out materials need to contact the LVDL School Liaison to obtain a card.

There is a limit of 75 items total checked out per teacher at any one time. If a teacher has a team bag checked out, it must be returned before further checkouts.

Teachers need to present the Teacher Card to check out. They may not show school ID or driver's license in its place.

~~Only LVDL materials may be checked out on this card. Materials must be currently available, as holds are not allowable.~~

Teacher cards are not eligible for check outs of the telescopes or Launchpads.

Late fees will be waived. See Amendment C for lost/damaged materials. See Amendment D for Interlibrary Loans/Class Sets.

Materials check out for **3 weeks** (including DVDs and magazines).

## **AMENDMENT B**

### **In-Kind Services**

The SCHOOL DISTRICT will schedule LIBRARY staff to have an all-staff meeting in August or September of each year to present schools services available to school staff.

The SCHOOL DISTRICT will schedule LIBRARY staff to have a Summer Reading Program Assembly each year at the elementary schools, and have a Summer Reading Program announcement at the middle school.

The SCHOOL DISTRICT will include a Lake Villa District Library Card and/or Antioch Library Card on their school supplies list.

The SCHOOL DISTRICT will provide LIBRARY (staff use only) use of makerspace materials that the SCHOOL DISTRICT owns (ex: Breakout EDU kits, STEM manipulatives, early literacy kits).

The SCHOOL DISTRICT will install and update the OverDrive app and the LVDL app on student 1:1 technology.

The SCHOOL DISTRICT will send an electronic document to the LIBRARY with their staff list each year in August, including each teacher's full name, teacher's email address, grade/class taught.

The SCHOOL DISTRICT will provide the LIBRARY's School Liaison with a username and password to the SCHOOL DISTRICT's curriculum websites (ex: STEMscopes). LIBRARY'S School Liaison shall keep such usernames and passwords confidential.

The SCHOOL DISTRICT will provide the LIBRARY's School Liaison with copies of the paper workbooks for Oakland classes (ex: Math grade 2) for the textbook reserve shelf.

## AMENDMENT C

### Responsibilities for Lost/Damaged Materials

Items are marked lost at 45 days past due date.

A school is charged for lost/missing items exceeding 15 items per school per school year, ~~to be determined as of June 30<sup>th</sup> of each school year~~, and the LIBRARY will submit an invoice to the SCHOOL DISTRICT for said amount.

#### Due Dates & Billing

- 45 Days After Due Date: A bill is issued for any missing item.
- 60 Days: Payment is due (15 days after billing). If the item is an LVDL item, the item will be marked on the school's account. If the school has 15 items or less billed, they will be written off. **The school is responsible for payment of items past the 15 item write-off.**
- 90 Days: Item is considered lost and is no longer eligible for a refund.

~~Schools are responsible for replacement costs.~~

Items that DO NOT count toward the 15 waived missing/lost items, and will be fined:

- Early Literacy Bundles (whole backpacks missing)
- STEAM Bundles (whole kits missing)
- See Amendment D for fines for Interlibrary Loan materials.

There is no replacement cost for a lost card. All items will transfer to the new account.

## AMENDMENT D

### Interlibrary Loan (ILL) Guidelines for Teachers

#### What is an Interlibrary Loan?

An Interlibrary Loan (ILL) allows teachers to request books **not owned** by Lake Villa District Library or currently **checked out**. These items are borrowed from other libraries in our system. WorldCat items are not in our library system, therefore are not eligible for loan.

Please note: Fines for lost or late ILL items **are not waived** and **do not count** toward the 15 waived items per school listed in the school services agreement.

#### Due Dates & Billing

- **45 Days After Due Date:** A bill is issued for any missing ILL item.
- **60 Days:** Payment is due (15 days after billing).
- **90 Days:** Item is considered **lost** and is **no longer eligible** for a refund.

Schools are responsible for replacement costs. Staff may check out what their account allows, provided the superintendent agrees to cover the cost of any lost items.

#### Self-Placed Holds (OPAC System)

Teachers may place their own ILL holds using the online catalog. Keep these points in mind:

- **3-week checkout** (standard; not extended)
- **Renewals may be possible**, but not guaranteed
- Items arrive at **different times**, each with a different due date
- You'll get an **email notification** when an item arrives
- Items are held for **5 days** on the hold shelf at the Circulation Desk
- You are responsible for picking up your holds. Delivery is not available for self-placed holds.
- You **cannot place multiple holds** for the same item. If you are interested in a class set of books, see below.
- A teacher card can have up to 75 items checked out at a time (for all types of checkouts).

#### Requesting Class Sets (Multiples of the Same Title)

For multiple copies of the same book, please submit your request to the **Youth Services Outreach Librarian**.

**Here's how it works:**

- Teachers may borrow the number of books equal to their class size **plus one**  
(*Example: 30 students + 1 teacher = 31 items*)
- Request at least **4 weeks in advance**
- We'll notify you when items are ready for pickup or arrange **Tuesday delivery**
- Checkout period: **8 weeks**
- No renewals
- Late returns or missing items are an immediate charge to the school. Payment is due after 15 days of billing, instead of on June 30<sup>th</sup> as for LVDL items.
- No new ILL requests will be processed until all books are returned
- Books are provided **based on system availability** (*e.g., 30 copies requested but only 14 available = only 14 sent*)
- Have multiple classes? Let us know! We'll help you find the best solution.

### **Weekly Request Limits**

- The library allows **up to 4 Class Set ILL requests per week** total.
- Additional requests roll over into the next week.
- Requests are fulfilled on a **first come, first served** basis.