

**INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF RELATED SERVICES PERSONNEL
BETWEEN LAKE FOREST SCHOOL DISTRICT NO. 67,
LAKE FOREST HIGH SCHOOL DISTRICT NO. 115, AND
LAKE BLUFF SCHOOL DISTRICT NO. 65**

This Agreement is made and entered into on the last date written below by and between the **Board of Education of Lake Forest School District No. 67, Lake County, Illinois** (“Lake Forest 67”), the **Board of Education of Lake Forest High School District No. 115, Lake County, Illinois** (“Lake Forest High School”), and the **Board of Education of Lake Bluff School District No. 65, Lake County, Illinois** (Lake Bluff 65”), (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes school districts to contract to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by an Illinois public agency may be exercised, combined, transferred, and enjoyed jointly with any other Illinois public agency; and

WHEREAS, Lake Forest 67, Lake Forest High School, and Lake Bluff 65 are each separately-governed, independent, duly formed, and existing school districts under the laws of the State of Illinois and wish to maintain that independence and do not seek to surrender their separate governance pursuant to Article 7, Article 7a, Article 11a, Article 11b, or any other article or provision of the Illinois School Code; and

WHEREAS, School Code Section 17-1.1 (105 ILCS 5/17-1.1) outlines Illinois school districts’ obligations for reporting on shared services; and

WHEREAS, the Parties have determined that it is in their and their respective constituencies’ best interests to enter into this Agreement to ensure an adequate level of available personnel for related services delivery to students and the efficiencies associated with sharing such personnel on an as-needed basis.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and conditions set forth herein, including the recitals, the Parties hereby agree as follows:

1. Term and Termination

- a. This Agreement shall commence on the date that all Parties have executed this Agreement and shall continue:

- (i) Unless terminated by written agreement of all Parties; or
 - (ii) Until any Party elects to withdraw at the end (i.e., June 30) of a school year and provides written notice of termination to the other Parties at least 120 days prior to the end of that school year.
- b. This Agreement may be terminated by any Party for cause (which shall include, but is not limited to, failure to comply with the terms and conditions of this Agreement), provided that the Party proposing to terminate supplies the offending Party(ies) with prior written notice identifying the cause and providing 30 days to remedy the cause. A copy of the notice shall simultaneously be sent to the third Party, where applicable. If the cause is not remedied by the offending Party within the 30-day period, the notifying Party may terminate this Agreement effective immediately.
- c. Upon termination of this Agreement by a Party, the position(s), duties, and responsibilities of any shared related services personnel employed by Lake Forest 67 pursuant to this Agreement shall cease with respect to Lake Forest High School and Lake Bluff 65.
- d. Unless otherwise provided herein, upon termination of this Agreement the Parties' obligations under this Agreement shall cease.
- e. This Agreement supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written, concerning such subject matter.

2. Shared Services

- (i) The Parties agree that the services of any related services personnel (including, but not limited to, speech/language pathologists, occupational therapists, physical therapists, social worker, and school psychologists) employed in accordance with this Agreement will be shared between Lake Forest 67, Lake Forest High School, and Lake Bluff 65. Such related services personnel shall perform the professional duties for which they hold all required licensure/certification and as are customarily performed for and/or on behalf of students by such related services personnel, as from time to time may be assigned by Lake Forest 67, Lake Forest High School, and Lake Bluff 65. The related services personnel employed in accordance with this Agreement shall perform such duties and responsibilities in Lake Forest 67, Lake Forest High School, and/or Lake Bluff 65 as directed by the Parties.
- b. As a related service provider for each Party, the shared related service provider shall:
- (i) Report to the designated special education administrator for each Party on matters pertaining to such Party;
 - (ii) Be available to any Party as circumstances typically require for related services personnel;
 - (iii) Devote such time, skill, labor, and attention to their duties as necessary to competently perform such duties; and

- (iv) Limit disclosure of personally identifiable information (“PII”) of students to appropriate personnel within the school district/Party in which the student resides, in accordance with federal and State law and the Parties’ respective policies and procedures on student/education records.

3. Employment of Shared Related Services Personnel

Lake Forest 67 shall be deemed the employer of related services personnel in accordance with this Agreement for purposes of complying with all federal and State laws and, where applicable, the *Agreement Between the City of Lake Forest Board of Education of School District 67 and Lake Forest Education Association, IEA/NEA* (“Lake Forest 67 CBA”), relating to employment, including but not limited to salary, income tax withholding, FICA, TRS or IMRF contributions, unemployment compensation benefits, workers compensation coverage, group insurance benefits, and payroll taxes.

4. Acknowledgement and Consideration

The Parties agree that the consideration provided for herein and via the shared related services personnel’s employment relationship with Lake Forest 67 constitute adequate and valid consideration for the services to be performed by the related services personnel shared by the Parties pursuant to this Agreement.

5. Allocation and Payment of Costs

- a. The following costs shall be allocated Lake Forest 67, Lake Forest High School, and Lake Bluff 65 on the basis of the percentage of the service provider’s full-time equivalency (“FTE”) status as determined by the Parties (e.g., a given related service provider employed pursuant to this Agreement could be assigned by the Parties on a .25 FTE basis for Lake Forest 67, .5 FTE basis for Lake Forest High School, and .25 FTE basis for Lake Bluff 65 and the costs would be allocated accordingly):
 - (i) Each shared related service provider’s salary as set forth (or determined in accordance with) the Lake Forest 67 CBA, where applicable, or, where not applicable, as otherwise mutually agreed by the Parties, including base salary and related employer and employee TRS or IMRF contributions for the applicable school year;
 - (ii) All other compensation and fringe benefits as may be set forth in the Lake Forest 67 CBA, where applicable, or Lake Forest 67 Board of Education policy, including but not limited to sick leave, hospitalization/major medical insurance, term life insurance, reimbursement of business expenses, and employer taxes or other obligations; and
 - (iii) Employer contributions or accelerated payments assessed by the Teachers’ Retirement System (TRS) or the Illinois Municipal Retirement Fund (IMRF), where applicable.
- b. Payments to be made by Lake Forest High School and Lake Bluff 65 to Lake Forest 67 pursuant to this Agreement shall be paid as follows: No later than ten (10) days after the employment of a shared related service provider pursuant to this Agreement, Lake Forest 67 will determine and provide to Lake Forest High School and Lake Bluff 65 an itemization of the costs to be shared

pursuant to this Agreement. Lake Forest High School and Lake Bluff 65 shall pay their share of said costs to Lake Forest 67 in four equal installments paid quarterly – i.e., ¼ paid on September 15th, and ¼ paid on December 15th, ¼ paid on March 15th, and ¼ paid on June 15th.

c. The requirements set forth in this Section 5 shall survive the termination of this Agreement.

6. Evaluation

Lake Forest 67 will complete performance evaluations of related services personnel shared by the Parties pursuant to this Agreement as provided in the Lake Forest 67 CBA, where applicable, or Lake Forest 67 Board of Education policies or procedures.

7. PII of Students Served by Shared Related Services Personnel

The Parties will not use the PII generated or disclosed in connection with related services delivery to students pursuant to this Agreement in a manner that permits such PII to any third parties, except as may be specifically authorized by federal and State law, including but not limited to FERPA and ISSRA. PII disclosed under this Agreement will be treated as confidential and will be protected by the receiving Party in the same manner and to the same extent as its own current students' school/education records.

8. Indemnification

For purposes of this Section 8, the “Lake Forest 67 Parties” are defined as Lake Forest Elementary School District No. 67, the Board of Education of Lake Forest Elementary School District No. 67, and the Board’s members, successors, employees, volunteers, and agents.

For purposes of this Section 8, the “Lake Forest High School Parties” are defined as Lake Forest Community High School District No. 115, the Board of Education of Lake Forest Community High School District No. 115, and the Board’s members, successors, employees, volunteers, and agents.

For purposes of this Section 8, the “Lake Bluff 65 Parties” are defined as Lake Bluff Elementary School District No. 65, the Board of Education of Lake Bluff Elementary School District No. 65, and the Board’s members, successors, employees, volunteers, and agents.

For purposes of this Section 8, “Liabilities” means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys’ fees.

Lake Forest 67 agrees to indemnify, hold harmless and defend the Lake Forest High School Parties and the Lake Bluff 65 Parties against any and all Liabilities to the extent said Liabilities arise out of the acts or omissions of any of the Lake Forest 67 Parties or the acts or omissions of shared related services personnel while performing services for Lake Forest 67.

Lake Forest High School agrees to indemnify, hold harmless and defend the Lake Forest 67 Parties and the Lake Bluff 65 Parties against any and all Liabilities to the extent said Liabilities arise out of

the acts or omissions of any of the Lake Forest High School Parties or the acts or omissions of shared related services personnel while performing services for Lake Forest High School.

Lake Bluff 65 agrees to indemnify, hold harmless and defend the Lake Forest 67 Parties and the Lake Forest High School Parties against any and all Liabilities to the extent said Liabilities arise out of the acts or omissions of any of the Lake Bluff 65 Parties or the acts or omissions of shared related services personnel while performing services for Lake Bluff 65.

Each Party shall maintain general liability insurance policies necessary to address the representations made in this Section.

The requirements set forth in this Section 8 shall survive the termination of this Agreement.

9. Additional Provisions

- a. **Effect of Agreement.** This Agreement inures to the benefit of and binds Lake Forest 67, Lake Forest High School, and Lake Bluff 65, as well as each of their successors.
- b. **Amendments.** This Agreement may be modified at any time by mutual consent of all Parties. No subsequent amendment or modification to this Agreement is binding upon the Parties unless reduced to writing and duly authorized and signed by all Parties.
- c. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish, or impose any legal duty toward any third party.
- d. **Applicable Law.** This Agreement is to be governed by and construed in accordance with the laws of the State of Illinois.
- e. **Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the Parties' signatures on this Agreement shall be deemed originals.
- f. **Severability.** Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions will not be affected, and the illegal, unenforceable or invalid part, term or provision will be deemed to be amended to the minimum extent necessary to render it legal, valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.
- g. **Notices.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and served by personal delivery with receipt, or sent via certified mail with return receipt requested, or delivered by an overnight delivery service, directed as follows:

To Lake Forest 67 and/or Lake Forest High School.

Directed to the then-current Superintendent of Lake Forest 67 and/or Lake Forest High School at the following address:
300 S. Waukegan Road
Lake Forest, Illinois 60045

To Lake Bluff 65

Directed to the then-current Superintendent of Lake Bluff 65 at the following address:
121 E. Sheridan Place
Lake Bluff, Illinois 60044

Any Party may change their address for notices by providing notice as set forth above.

- h. Joint Meetings of the Boards of Education.** During the term of this Agreement, the Parties' respective Boards of Education may conduct joint meetings to review and discuss the shared services of related services providers.

IN WITNESS WHEREOF, the Parties have approved and executed this Agreement on the date(s) indicated below.

**Board of Education of
Lake Forest School District No. 67,
Lake County, Illinois**

**Board of Education of
Lake Forest High School District No.
115, Lake County, Illinois**

By: _____
Board President

By: _____
Board President

Date: _____

Date: _____

Attest

Attest

By: _____
Board Secretary

By: _____
Board Secretary

Date: _____

Date: _____

**Board of Education of
Lake Bluff School District No. 65,
Lake County, Illinois**

By: _____
Board President

Date: _____

Intergovernmental Agreement for Sharing Special Education Related Services Personnel
between Lake Forest 67, Lake Forest High School, and Lake Bluff 65

Attest

By: _____
Board Secretary

Date: _____