



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is between the West 40 Intermediate Service Center #2 (“West 40”), 4413 West Roosevelt Road, Suite 104, Hillside, IL 60162, and the Board of Education of Oak Park Elementary School District No. 97 (“the District”), Cook County, Illinois, collectively referred to herein as “the Parties.”

RECITALS

WHEREAS, West 40 is an Intermediate Service Center, organized, existing, and operating in accordance with 105 ILCS 5/2-3.62 and 23 Ill. Admin.Code 525.30; and

WHEREAS, the District is a public school district organized, existing, and operating in accordance with the Illinois School Code, 105 ILCS 5/1-1, et seq.; and

WHEREAS, the Parties are authorized to enter into intergovernmental agreements for cooperative projects and to use agreements in any manner not prohibited by law or by ordinance, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and the Illinois School Code (105 ILCS 5/1-1 et seq.); and

WHEREAS, the Parties desire to enter into this Agreement for purposes of establishing a Safety and Restorative Response Partnership between West 40 and the District; and

WHEREAS, to support the establishment of a Safety and Restorative Response Partnership, the Parties are entering into this Agreement for the provision of an Interim Safety and Security Manager, to be provided by West 40 to the District; and

NOW, therefore, in exchange for the mutual promises and agreements between the Parties, WEST 40 and the District agree as follows:

Section 1. Incorporation of Recitals

The Recitals set forth herein above are incorporated herein.

Section 2. Scope of Services Provided

West 40 will assign staff, with adequate training and skill, to serve the role of the Interim Safety and Security Manager, who will provide the District with incident response and safety support at all 10 campuses, in accordance with the schedule detailed in Exhibit A of this Agreement. West 40 has identified a main point of contact to serve as the Interim Safety and Security Manager. However, in the event the main point of contact is unavailable or unable to serve this role, an alternative individual will be assigned. The Interim Safety and Security Manager will be responsible for carrying out the following duties and responsibilities:

Incident Response Support/Threat Assessment:

1. Schedule regular visits to school sites for purposes of connecting with building leaders, to support effective and efficient incident response.
2. Serve as a member of the District’s threat assessment team, which shall include the following

duties and responsibilities.

- a. Participate in the District's threat assessment team meetings;
 - b. Participate in any mandatory threat assessment team training or workshops;
 - c. Assist the District's threat assessment team with updating policies and procedures, as needed; and
 - d. Comply with the District's threat assessment policies and procedures when working with the District's threat assessment team to respond to threats of targeted school violence.
3. Serve as the first point of contact for school safety incidents and crisis response, via phone or text.
 4. In partnership with District and Building Administrators, coordinate safety and crisis response at 10 campuses, in accordance with the District's threat assessment procedures and crisis response protocols.
 5. Serve as a liaison between the District and Oak Park Police Department and ensure compliance with the District's intergovernmental agreement with Oak Park Police Department.
 6. Attend monthly meetings with the Oak Park Police Department to support the District's compliance with the intergovernmental agreement.
 7. Ensure compliance with the District's Clear and Present Danger Reporting obligations, in accordance with State law.

Training Review/Planning/ Recommendations:

1. Review existing threat assessment procedures, safety and crisis protocols, and provide recommendations to Superintendent regarding updates to protocols, procedures and training for District staff.

The District agrees that the services provided by West 40 are for the purpose of enabling the District to ensure the safety and security of District students, staff and the school community. The District acknowledges that West 40 may make various recommendations as part of the services provided to the District and that decisions whether and how to implement such recommendations are solely those of the District. West 40 makes no representations or warranties regarding any recommendations provided to the District as part of the services, including but not limited to feasibility, effectiveness, or suitability.

Section 3. Agreement Exhibits

Exhibit "A" includes additional terms and conditions, which are incorporated herein and made a part of this Agreement.

Section 4. Business Relationship

In the performance of this Agreement, the Parties are at all times acting as independent contractors and neither of them nor their respective employees shall claim to be employees, partners, joint venturers, or agents of the other.

Section 5. Employment Status.

The Parties agree that neither West 40 nor any of its employees or agents performing services under this Agreement, shall in any way be considered an employee or agent of the District, nor shall West 40 or any of its employees or agents be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the District. It is expressly understood and agreed that this Agreement does not intend to create the relationship of agent, servant, employee, partnership, joint venture, or association between West 40 or any of its employees or agents and the District, but rather is an Agreement by and between independent contractors.

Section 6. Assignment of Interim Safety and Security Manager

West 40 shall have discretion to assign the Interim Safety and Security Manager to carry out the roles and responsibilities detailed in Paragraph 1 of this Agreement. The District reserves the right to require the removal of any individual assigned to serve as the Interim Safety and Security Manager, as determined solely by the District, when such individual violates any provision of this Agreement, District policy, and/or conducts themselves in a manner which is detrimental to the physical, mental or moral well-being of students or the District. West 40 shall immediately replace the removed individual with an alternative staff or agent of similar skill and training.

Section 7. Non Discrimination

The Parties agree that in compliance with the law, the Parties shall administer the partnership established under this Agreement without discrimination against any person on the basis of color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, order of protection status, actual or potential marital or parental status, including pregnancy. In particular, under no circumstances will any representative of the Parties engage in any conduct in violation of state or federal anti-discrimination laws in their interactions with students, including but not limited to any type of retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

Section 8. Term, Termination, and Non-Assignability

The term of this Agreement shall commence on May 2, 2023 and end on June 30, 2023, unless terminated earlier in accordance with the terms of this Agreement. This Agreement is not transferable or assignable by the Parties. The Parties may extend the term of this Agreement, by mutual written agreement of the Parties.

Either Party may terminate this Agreement, with or without cause, upon not less than thirty (30) days advanced written notice. The District will pay West 40 all undisputed costs incurred through the effective date of termination.

Either Party may terminate this Agreement due to the material breach of the other Party by providing notice and giving the Party in breach five (5) days to cure said breach. If the Party in breach has not cured the breach, the Party that provided notice of termination may terminate the Agreement.

The failure of a Party to this Agreement to insist upon strict and prompt performance of the terms and conditions shall not constitute or be construed as a waiver or relinquishment of that Party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.

Section 9. Payment

Unless otherwise set forth in Exhibit "A," West 40 will submit invoices monthly to the District, for services provided to the District. The District will pay the invoices in accordance with the provisions of the Illinois

Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

Section 10. Indemnification.

It is understood and agreed that neither Party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agree shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. The Parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either Party incurs arising out of or occurring in connection with the other Party's negligent, reckless or intentional misconduct.

Section 11. Insurance.

West 40 shall maintain: (a) professional liability insurance, which may be self-insured. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of its employees and agents; (b) Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate; and, (c) workers' compensation as required by statute and employer's liability insurance.

West 40 shall add the District, its individual Board members, agents, volunteers, and employees as additional insureds on all insurance required under this agreement, on a primary and non-contributory basis, with exception of worker's compensation insurance. West 40 shall provide proof of coverage to the District by providing certificates of insurance evidencing coverage prior to commencement of its services under this Agreement.

Section 12. Compliance with Board Policies and Procedures

The Parties agree that the Interim Safety and Security Manager will adhere to any and all applicable Board policies and procedures in carrying out their duties and responsibilities with respect to this Agreement including, but not limited to: 4:170 Safety, 4:172 Video Surveillance and Electronic Monitoring, 5:120 Employee Ethics, Conduct, and Conflict of Interest, 5:90 Abused and Neglected Child Reporting, 7:10 Equal Educational Opportunities; 7:190 Student Behavior, 7:340 Student Records.

Section 13. Criminal Background Checks

Prior to commencing Services under this Agreement, West 40 shall submit any employee or individual assigned to serve as the Interim Safety and Security Manager to a criminal background check pursuant to Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) and shall provide the results to the District. Any individual convicted of any offenses identified in Section 10-21.(c) of the School Code shall be ineligible to serve as Interim Safety and Security Manager.

Section 14. Student Discipline.

The Interim Safety and Security Manager may be asked to assist District and Building Administrators with investigating student disciplinary matters. However, the Parties agree that District staff and administrators shall be solely responsible for issuing disciplinary consequences to students, in accordance with District policies and procedures.

Section 15. Confidentiality and Student Records.

To the extent permitted or required by law, the Parties will not disclose the other Party's confidential information to third persons, unless in response to the written authorization of the Party which owns the information, or pursuant to the terms of a subpoena or court order. The Interim School Safety Manager shall comply with all applicable laws, regulations and District policies relating to the confidentiality of

student records, including but not limited to: Illinois School Student Records Act (“ISSRA”) and its implementing regulations (105 ILCS 10/1 et seq.; 23 Ill. Admin Code Part 375), Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 et seq.), and Board Policy 7:340, Student Records. With regard to any student records and information to which the Interim Safety and Security Manager may be granted access under this Agreement, the Interim Safety and Security Manager shall be deemed a “school official” with legitimate educational interest in such records and information. The Interim Safety and Security manager shall have the right to access and use such records and information solely for purposes of performing services under this Agreement. The Interim Safety and Security Manager shall not re-disclose personally identifiable student information that is received under this Agreement to any third party, except as directed or permitted by the District, or as required by law.

Section 16: Notices.

Any notice required to be delivered pursuant to this Agreement will be delivered by U.S. Certified Mail or other commercial carrier which tracks and verifies delivery, and/or by electronic mail (if an email address is provided below) as follows:

If to West 40: Attn: Steve Bogren
 4413 Roosevelt Rd
 Hillside, IL 60162
 Email:sbogren@west40.org

If to the District: Attn: Dr. Ushma Shah
 Oak Park Elementary School District 97
 260 Madison Street
 Oak Park, IL 60302
 Email: ushsah@op97.org

Section 17. Governing Law and Venue

This Agreement will be construed in accordance with the laws of the State of Illinois without regard to choice of law principles. Venue for any litigation between the Parties will be in the state and federal courts located in Cook County, Illinois.

Section 18. Severability. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be deemed severed and the balance of the Agreement shall otherwise remain in full force and effect.

Section 19. Amendments

No change, modification or amendment to this Agreement shall be valid unless reduced to writing and approved by the Parties’ authorized representatives.

WHEREFORE, the Parties caused their duly authorized representatives to execute the Agreement on the dates set forth below.

By: _____
Steven Bogren
Senior Director of Comprehensive Educational
Services

Date: _____

Superintendent,
Oak Park Elementary School District
No. 97

By: _____
Dr. Ushma Shah
Superintendent

Date: _____

Exhibit "A"

1. Work Hours.

Interim Safety and Security Manager will follow the hourly schedule as outlined below.

May 5 8:00-3:30
May 8 8:00-3:30
May 12 12:30-3:30
May 15 8:00-3:30
May 19 8:00-3:30
May 22 8:00-3:30
May 24 11:00-noon
May 26 8:00-3:30
May 30 8:00-3:30
May 31 8:00-3:30
June 2 8:00-3:30
June 5 8:00-1:00
June 8 4:00-8:00
June 9 12:30-8:00
88 hours @ \$200/hour

*“on call” status in high level Threat Assessment situations.
As needed @ \$300/hour

*Scheduled meetings as needed.
As needed @ \$300/hour

*On call high level communication that includes but not limited to phone calls and Zoom meetings.
As needed @ \$300/hour

2. Price and Payment Terms.
See above