

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PROSPECT HEIGHTS SCHOOL DISTRICT 23
AND
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 21**

This Intergovernmental Agreement (“IGA”) is made by and between the Boards of Education of Prospect Heights School District 23, Cook County, Illinois (“D23”), and Community Consolidated School District 21, Cook County, Illinois (“D21”), subject to the following terms and conditions:

I. Rationale and Background Information.

1. Article VII, Section 10 of the *Illinois Constitution* and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation.
2. Both D23 and D21 offer curricular programming for their students and work collaboratively to address shared service opportunities, assist in facilitating program needs for related programs in times of need.
3. D21 is performing construction, renovation and other projects during the 2019 summer in order to remodel and upgrade its buildings to enhance the education and safety of its students.
4. D23 has space available for use by D21 in order to accommodate the needs of the District, its students and staff in providing the D21 summer school program.

II. Program Details.

1. Effective June __, 2019, a shared co-curricular facility will be created at D23’s Douglas MacArthur Middle School located at 700 N Schoenbeck Road, Prospect Heights, Illinois for use by D21 students for the purpose of 2019 Summer School Program. Appendix A contains a list of rooms/areas (“D21 summer curricular facilities”) and proposed usages, which may be amended by written agreement of the Superintendents of D23 and D21 at any time without amending this Agreement.
2. The term of this Agreement shall last up to and include July __, 2019.
3. The D21 summer curricular facilities will be used by D21 staff and students during the school day including immediately before and after school. Hours of access shall be from 7:00 am to 4:00 pm Monday through Friday during the term of this Agreement

4. Any signage to be utilized shall be agreed to by the parties and shall conform to standards established by D23. Costs for signage, if any, shall be paid by D21.
5. D21 shall provide a D21 custodian at the sole expense of D21 at all times during which D21 is using the D21 summer curricular facilities in Douglas MacArthur Middle School during the term of this Agreement and for which time is required to clean and maintain the facilities in accordance with the standards and expectations of D23.
6. D21 shall have access to any and all D23 furniture in the identified D21 summer curricular facilities. If D21 wishes to utilize other furniture in the D21 summer curricular facilities, D21 is solely responsible for providing such furniture, moving the existing AND other furniture.
7. D23 will provide access to the internet via a secure network for D21 and access to copiers.
8. D21 will provide access and use of identified printers and copiers. D21 shall pay for the supplies and paper used while utilizing D23 copiers. D21 may provide its own paper for the use of the copiers if it so chooses at no additional expense to D21.

III. Use of Facilities.

1. D23 agrees to assume all costs associated with cleaning, supervision, normal and customary repair, maintenance, life safety work, internet access, etc., of the facilities in the normal course of usage outside of the normal school day EXCEPT that D21 will provide custodial services for the D21 summer curricular facilities. No rent or other fee shall be paid by D21 to D23. Any necessary repairs resulting from damage from the D21 summer curricular facilities program or event that does not result from normal wear and tear shall be paid for by D21. The D21 Program staff and participants shall have a non-exclusive right to use, and to permit others to use, the common areas at Douglas MacArthur Middle School, including, but not limited to, exterior walkways, interior hallways, restrooms, green space, and parking areas not included in Appendix A, provided that any such use by D21 Program staff, its licensees and invitees shall be solely for the permitted purposes specified in this Agreement. The Superintendents of D23 and D21, or their respective designees shall agree on any portion(s) of the building that are NOT permitted for use and guidelines as to ingress and egress for purposes of maximizing the security of the students and staff.
2. D23 will provide identification cards/access codes for D21 employees to access D21 summer curricular facilities. D23 will similarly provide identification cards for D21 students to access summer curricular facilities, if necessary. D21 employees will comply with all D23 security procedures,

including locking the building and arming security systems, if necessary, after D21 activities, if necessary. All D21 employees, agents, mentors and volunteers permitted access to D21 summer curricular facilities shall be subject to a criminal background check at D21's expense.

3. The Parties agree that parking spaces at MacArthur Middle School are sufficient for purposes of this Agreement and no parking spaces or areas will otherwise be designated for use by D21 Program staff or students, unless otherwise agreed to by the parties.
4. The parties agree to mutually indemnify, defend and hold harmless the other party and their respective board members, employees, volunteers and agents from all claims, causes of action, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees), and losses (collectively "Loss") to the extent the Loss arises out of the negligent acts or omissions or willful misconduct of the indemnifying party, or its respective employees, agents, mentors, program participants, or volunteers.
5. During the term of this Agreement, D21, at its sole cost and expense shall carry and maintain comprehensive general liability insurance, insuring against all liability of D23 arising out of the activities occurring pursuant to this Agreement and related to its indemnification obligations to D23, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. In addition, D21 shall carry umbrella liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) general aggregate. D21 shall cause its insurers to issue a Certificate of Insurance to D23 listing the Board of Education of Prospect Heights School District 23, its Board Members, agents and employees, as additional party insureds on such policy(ies), and said Certificate shall further state that written notice shall be provided to D23 not less than thirty (30) days prior to cancellation of such policy(ies).
6. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the defenses available to either party under the *Illinois Local Governmental and Governmental Employees Tort Immunity Act*, with respect to claims by third parties.
7. All D21 employees, students, contracted staff, and volunteers will comply with all D23 policies and rules while on D23 property.

IV. General Terms.

1. Neither party may assign any rights or duties under this Agreement without the prior express written consent of the other party.

2. This Agreement shall constitute the entire agreement of the parties with respect to the matters contained in this Agreement and this Agreement supersedes any and all prior agreements and understandings, whether written or oral, formal or informal.
3. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid or by a national overnight courier, addressed to the administrative offices of the other party.
4. This Agreement may be amended in writing by agreement of the parties. The parties shall reasonably cooperate with each other and shall provide reasonable assistance to the other party to aid the other party in fulfilling its obligations under this Agreement.
5. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois. The parties shall comply with all applicable local, county, State and federal laws and regulations.
6. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
7. This Agreement may be signed in counterparts and it shall be effective on the date listed below. If the dates differ, the latter date shall be considered the effective date of this Agreement.

**BOARD OF EDUCATION,
ELEMENTARY SCHOOL DISTRICT 23,
Cook County, Illinois,**

**BOARD OF EDUCATION,
Community Consolidated School District 21,
Cook County, Illinois,**

President

President

Date. _____

Date. _____

ATTEST:

ATTEST:

Secretary

Secretary

Date. _____

Date. _____

APPENDIX A

<u>Purpose</u>	<u>Location</u>	<u>Proposed use and description</u>	<u>Changes/needs</u>
	Room		
	Room		