

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES SHARING
BETWEEN
THE BOARDS OF EDUCATION OF LAKE PARK COMMUNITY HIGH SCHOOL
DISTRICT #108 AND BOARD OF EDUCATION OF ROSELLE SCHOOL DISTRICT 12

This intergovernmental agreement (the "Agreement") is executed on the date last written below, by and between the Board of Education of Lake Park Community High School District 108 ("Lake Park High School") and the Board of Education of Roselle School District 12 ("Roselle School District") and together with Lake Park High School, (the "Parties").

WITNESSETH

WHEREAS, the Parties are school districts existing and operating pursuant to the *Illinois School Code*, 105 ILCS 5/1 *et seq*; and

WHEREAS, the Parties have authority to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, pursuant to Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5), and pursuant to the statutory contracting power of each party;

WHEREAS, the Parties wish to realize the educational and cost benefits of shared educational services for their students; and

WHEREAS, the Parties desire to enter into an agreement for shared educational services relating to Honors Geometry for the 2022-2023 school year.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, and intending to be legally bound, the Parties agree as follows:

1. **Employment of Full-time Math Teacher.** As of the date of execution of this Agreement, Lake Park High School employs or shall employ prior to the beginning of the 2022-2023 school year, a full-time math teacher, qualified to teach honors geometry, and intends to continue employing or begin employing a full-time math teacher for the 2022-2023 school year qualified thereto. Salary and benefits shall be determined by Lake Park High School with any applicable collective bargaining agreements to which it may be subject.

2. **Shared Honors Geometry Course.** Lake Park High School shall permit Roselle School District students to enroll in Lake Park High School's honors geometry course. Lake Park High School shall not be responsible for any travel or other financial costs, including insurance, associated with Roselle School District students, beyond the shared responsibilities outlined in Section 3 of this Agreement. Lake Park High School shall retain sole control over the educational administration of the honors geometry course, including but not limited to, coursework and evaluation of student performance. In the event that the math teacher designated to carry out the teaching duties described herein is no longer employed by Lake Park High School, this Agreement shall become void.

3. **Payments.** Roselle School District shall pay one-third of the cost of the math teacher's salary, to be determined by Lake Park High School. Lake Park High School shall bill Roselle School District a one-time invoice for these costs. Roselle School District shall pay Lake Park High School in accordance with the *Illinois Local Government Prompt Payment Act*. In the event that Lake Park High School terminates the employment of its full-time math teacher during the term of this Agreement or any renewal term, Roselle School District shall be responsible for payment on a prorated basis.

4. **Term and Termination.** The term of this Agreement shall commence on August 15, 2022 and shall automatically expire on May 31, 2023, unless sooner terminated (the "Term"). The Term of this Agreement may be terminated by either Party, for any reason in its sole discretion, upon thirty (30) days written notice to the other Party.

In the event that the math teacher designated to carry out the teaching duties described herein is no longer employed by Lake Park High School, this Agreement shall terminate immediately. The refund of monies paid in excess of the math teacher's actual performance in relation to his or her teaching duties shall be the sole and exclusive remedy for such early termination.

5. **Notices.** All notices permitted or required to be given under this Agreement shall be in writing. All notices shall be deemed received when sent, and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, to the recipients listed below:

If to Lake Park High School:

Michael Wojtowicz
Lake Park High School District No. 108
509 S. Medinah Rd.
Roselle, IL 60172-1978

If to Roselle School District:

Mary Henderson
Roselle School District 12
100 E. Walnut
Roselle, IL 60172

6. **No Delegation or Assignment.** Neither Party shall assign any right or delegate any duty under this Agreement to any third party without the other Party's prior written consent. Any attempted assignment or delegation without such prior written consent shall be void.

7. **Compliance.** In carrying out their respective activities and obligations under this Agreement, the Parties will comply with all applicable laws, regulations, and rules pertaining to the confidentiality of education records and/or school student records and the information contained therein. The Parties acknowledge that those Lake Park High School officials with

administrative, supervisory, or evaluative duties relating to Roselle School District students are acting within the scope of this Agreement as officials of the school with current demonstrable educational or administrative interest in particular students, acting in furtherance of such interest, and for which Roselle School District would otherwise use its employees. The Parties shall adhere to the provisions of the Family Educational Rights and Privacy Act (“FERPA”), the Illinois School Student Records Act (“ISSRA”), the Illinois Mental Health and Developmental Disabilities Act, and their respective regulations, regarding the maintenance, use, and re-disclosure of records and the personally identifiable information contained therein of Roselle School District students.

8. **Liability.** Each Party agrees to indemnify, defend and hold harmless the other Party and its board members, administrators, employees, counsel and agents against any and all claims, suits, actions, damages, costs, charges and expenses, including court costs and attorneys’ fees, and against all liability, losses and damages of any nature whatsoever due to the actions or omissions of the indemnifying Party’s employees or agents.

9. **Insurance.** Roselle School District shall require that its students utilize school-sponsored transportation. Such transportation is to be provided and insured by Roselle School District at its own expense. The insurance shall adequately protect the liability of Lake Park High School and shall name Lake Park High School as an additional insured, on a primary and non-contributory basis. Roselle School District shall provide a certificate of insurance to Lake Park High School within 30 days of the execution of this Agreement.

10. **Miscellaneous.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. This Agreement contains the fully-integrated agreement of the Parties with respect to its subject matter, and all prior negotiations, promises and agreements are void if not contained in this Agreement. This Agreement may be modified only through a written instrument signed by both Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives on the date last written below.

BOARD OF EDUCATION OF
LAKE PARK COMMUNITY HIGH
SCHOOL DISTRICT NO. 108

BOARD OF EDUCATION OF
ROSELLE SCHOOL
DISTRICT NO. 12

By: _____
President, Board of Education

By: _____
President, Board of Education

Date: _____

Date: _____

ATTEST: _____
Secretary, Board of Education

ATTEST: _____
Secretary, Board of Education