

INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL ACCESS TO ACADEMIC PROGRAMS

This Intergovernmental Agreement is made and entered into by and between the Board of Education of Oregon Community Unit School District No. 220, Ogle County, Illinois (“Oregon 220”), the Board of Education of Meridian Community Unit School District No. 223, Ogle and Winnebago Counties, Illinois (“Meridian 223”) and the Board of Education of Byron Community Unit School District No. 226, Ogle County, Illinois (“Byron 226”) (collectively, “the Parties” or individually, a “Party”).

WHEREAS, this Agreement is authorized by and entered into in compliance with Article VII, Section 10 of the Illinois Constitution and the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Oregon 220, Meridian 223 and Byron 226 offer unique programs of academic instructions for their students in Grades 9-12; and

WHEREAS, each school district offers certain academic programs not available at the other school district; and

WHEREAS, the Parties believe it is in their best and mutual interests to permit students from the other school district reciprocal access to certain academic programs not available in the student’s home district pursuant to the terms outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the Parties agree as follows:

1. Definitions.

- a. Home District. The Home District is defined as a Participating Student’s district of residence.
 - b. Serving District. The Serving District is defined as the district at which the Participating Student is accessing the academic programming, which is not his/her Home District.
 - c. Participating Student. A Participating Student is a student of the Home District who is or who applies to participate in an academic program offered by the Serving District pursuant to this Agreement.
2. **Term.** This Agreement shall be effective as of July 1, 2020 and shall automatically renew annually. Either Party may terminate this Agreement, effective June 30, by providing written notice thereof no later than April 1 of the then-current term.
3. **Access to Programs.** Contingent upon space availability in the Serving District and on review and approval of individual student applications by the Serving District, a Home

District student shall be permitted to enroll in one or more courses in the Serving District pursuant to the terms and conditions outlined herein. The Parties agree to meet and confer by March 30th of the preceding school year to discuss course availability, number of openings, and participation criteria. The Serving District retains the sole discretion to accept or deny enrollment of Home District students and to control the content and implementation of the courses that it offers to such students.

4. **Transportation.** The Serving District shall not be responsible for providing transportation to Participating Students who are enrolled in its academic program pursuant to this Agreement.
5. **Information Sharing.** The Home District agrees to provide the Serving District, upon request, all information related to a Participating Student that is reasonably necessary to provide a Participating Student with the academic programming contemplated under this Agreement. This may include, but is not limited to, prior grades, prior testing results, and biographical information. Because the Home District is the records custodian for all student records of its own students, the Serving District agrees to provide the Home District with all records that it creates relating to a Participating Student, including grades.
6. **Course Materials.** The Serving District is responsible for providing all necessary instructional materials for each class taken pursuant to this Agreement and may impose a reasonable student fee for such materials in accordance with the Serving District's policies. Each Participating Student is responsible for paying material fees directly to the Serving District, if applicable. Fee waivers shall be made available consistent with the Serving District's policies. All other fees, including registration fees, shall not be charged by the Serving District.
7. **Student Conduct.** While attending the Serving District's academic program, Participating Students are subject to all policies and procedures related to student rights, conduct, and responsibilities applicable to Serving District students. The Serving District will notify the Home District of any gross disobedience or misconduct committed by the Participating Student. All authority for discipline rests with the Home District.
8. **Termination of Student Placement.** Either Party may terminate a Participating Student's placement in the Serving District's academic program for any reason upon at least ten (10) calendar days' prior written notice, unless the health or safety of any student or staff is endangered, in which case this prior written notice is not required.
9. **Student Records.** The Home District is responsible for obtaining written consent from each Participating Student's parent/guardian, and/or the Participating Student if applicable, to enable the Home District and the Serving District to share student record information about the Participating Student with each other. Both Parties shall comply with all applicable laws, rules, and regulations concerning student records, including but not limited to the *Illinois School Student Records Act* and the *Family Educational Rights and Privacy Act*. Upon request or upon termination of this Agreement, the Serving District shall return or destroy all student records of Participating Students to the Home District.

10. **Legal Responsibility Remains with the Home District.** The terms of this Agreement notwithstanding, the responsibility for providing any Participating Student's education and for any disciplinary action related to any Participating Student rests solely with the Home District. The Home District is solely responsible for defending against and paying any and all fees, costs, and damages arising from disputes or litigation related to a Participating Student's placement at or removal from the Serving District's academic program. The Serving District's employees will reasonably cooperate in the Home District's defense of such disputes or litigation by providing necessary information or testimony, provided that the Home District pays any related costs associated with such cooperation.
11. **Indemnification.** Each Party shall indemnify and hold the other Party and its officers, employees, and agents harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of any of negligent or willful acts or omissions of the indemnifying Party and its officers, employees, and agents related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.
12. **Amendments.** This Agreement may be modified or amended only by a written agreement executed by Oregon 220, Meridian 223 and Byron 226.
13. **Contractual Capacity.** Each Party agrees that it has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so.
14. **Effect of Agreement.** This Agreement inures to the benefit of and binds each of the Parties, as well as their respective successors and assigns.
15. **Applicable Law and Venue.** This Agreement is to be construed in accordance with the laws of the State of Illinois. Venue for any dispute between the Parties under this Agreement is proper only in the Circuit Court of the 15th Judicial Circuit, Ogle County, Illinois, the Circuit Court of the 17th Judicial Circuit, Winnebago County, Illinois, or the United States District Court for the Northern District of Illinois.
16. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties related to the Parties' access to each other's academic programs. No other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties related to this subject matter.

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

Signature Page to Follow

**BOARD OF EDUCATION OF
OREGON COMMUNITY UNIT
SCHOOL DISTRICT NO. 220, OGLE
COUNTY, ILLINOIS**

By: _____

Board President

Date: _____

ATTEST

By: _____

Board Secretary

Date: _____

**BOARD OF EDUCATION OF
MERIDIAN COMMUNITY UNIT
SCHOOL DISTRICT NO. 223,
OGLE AND WINNEBAGO
COUNTIES, ILLINOIS**

By: _____

Board President

Date: _____

ATTEST

By: _____

Board Secretary

Date: _____

**BOARD OF EDUCATION OF
BYRON COMMUNITY UNIT
SCHOOL DISTRICT NO. 226, OGLE
COUNTY, ILLINOIS**

By: _____

Board President

Date: _____

ATTEST

By: _____

Board Secretary

Date: _____