

**INTERGOVERNMENTAL AGREEMENT BETWEEN
OREGON COMMUNITY UNIT SCHOOL DISTRICT NO. 220
AND
CRESTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT #161
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into by and between the Board of Education of Oregon Community Unit School District No. 220, Ogle County, Illinois (“OCUSD #220”) and CRESTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT #161 (CRESTON #161) (collectively, the “Parties” or individually a “Party”).

WITNESSETH

WHEREAS, OCUSD #220 and CRESTON #161 are “public agencies” as defined under Paragraph 2 of the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) and as such, are authorized to enter into this Intergovernmental Agreement pursuant to that Act; and

WHEREAS, OCUSD #220 and CRESTON #161, in conjunction with their respective governmental and proprietary functional and authority, intend to utilize certain professional services for the benefit of both entities; and

WHEREAS, CRESTON #161 recognizes that OCUSD #220, through its employment of a **COORDINATOR OF SHARED SERVICES** has the ability to provide CRESTON #161 with services and assistance; and

WHEREAS, it is in the best interests of both CRESTON #161 and OCUSD #220 to enter into this Agreement; and

WHEREAS, this Agreement provides the framework for the collaboration between CRESTON #161 and OCUSD #220 and defines the role of OCUSD #220 in its support of CRESTON #161.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The Parties have relied upon the recitals written above, and they are hereby incorporated into this Agreement by reference.
2. **Services.** It is the intention for both OCUSD #220 and CRESTON #161 to enter into a mutually beneficial agreement for professional services as set forth in the job description (EXHIBIT A) (“Services”).
3. **Cost of Services.** Five Thousand and 00/100 (\$5,000.00) Dollars.
4. **Payment.** Payment will be due annually prior to May 1st, 2022.

5. **Indemnification.** To the extent permitted by law, OCUSD #220 agrees to indemnify, defend, and hold harmless CRESTON #161, including its individual Board members, officers, employees, representatives, insurers, and successors from any charges, claims, loss, liability, costs (including payment of reasonable attorney's, accountant's and expert's fees and disbursements), or damages of any kind arising from any alleged acts or omissions within the scope of COORDINATOR OF SHARED SERVICES's employment. To the extent permitted by law, CRESTON #161 agrees to indemnify, defend, and hold harmless OCUSD #220, including its individual Board members, officers, employees, representatives, insurers, and successors from any charges, claims, loss, liability, costs (including payment of reasonable attorney's, accountant's and expert's fees and disbursements), or damages of any kind arising from CRESTON #161's alleged acts or omissions or COORDINATOR OF SHARED SERVICES 's injury on CRESTON #161's premises caused by acts or omissions of CRESTON #161. This Section will survive termination or expiration of this Agreement.
6. **Insurance.** CRESTON #161 and OCUSD #220 shall carry the appropriate insurance, as required by law and in accordance with their Board policies to cover the services and terms set forth in this Agreement.
7. **Term and Termination.** This Agreement shall become effective upon execution by both Parties, and will remain in effect until terminated. This Agreement will automatically renew/extend on a yearly basis (fiscal year). CRESTON #161 is required to provide OCUSD #220 ninety (90) days' notice to terminate this agreement. Notice to terminate, must be sent, in writing/email, to the OCUSD #220 Superintendent.
8. **Notice.** All notices required herein shall be sent to the Parties as listed below:

To OCUSD #220:

Oregon CUSD No. 220
206 S. 10th Street
Oregon, IL 61061

To CRESTON #161:

CRESTON #161
202 West South Street
P.O. Box 37
Creston, IL 60113

9. **Miscellaneous.**
 - a. **Contractual Capacity.** The Parties agree that each signatory hereto has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so.
 - b. **Effect of Agreement.** This Agreement shall inure to the benefit of and bind CRESTON #161 and OCUSD #220, as well as each of their assigns and successors.
 - c. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the

subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

- d. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.
- e. **Severability Clause.** Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining provisions shall remain in full force and effect, provided the Parties' initial intent can still be effectuated by the remaining terms.
- f. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties hereto, and nothing in this Agreement, specifically including, but not limited to, the compensation and benefits referenced in Section 3 and 4, 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. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against CRESTON #161, OCUSD #220, their Boards, or any of their Board members, employees, agents, representatives, successors, or assigns.
- g. **Applicable Law.** This Agreement shall be governed by the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Illinois 15th Judicial Circuit Court.
- h. **Effective Date of Agreement.** This Agreement shall become effective as of the date both Parties have signed.

IN WITNESS WHEREOF, the undersigned entities have caused this Agreement to be duly executed on the date set forth hereafter.

**Board of Oregon Community Unit School
District No. 220**

**CRESTON COMMUNITY
CONSOLIDATED SCHOOL DISTRICT
#161**

By: _____
Its President

By: _____
Its President

Date: _____

Date: _____

Attest: _____

Attest: _____

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

COORDINATOR OF SHARED SERVICES Oregon Community Unit School District No. 220

General Purpose: Focus on successful support for educational services, materials, and operations for member districts and available on an “as requested” basis.

Reports to: Superintendent

Work Year: 200 Days Allocated Over 12 Months / Three Year Commitment. Begins July 1st, 2021 or Earlier, with Board approval

Salary: First year, \$50,000 + standard District Coordinator Benefits. Salary after first year will be determined by the Board.

Equipment: Mobile Hot Spot, Laptop

Qualifications:

- 1) Valid Illinois driver's license
- 2) Evidence of physical fitness and freedom from communicable disease
- 3) Successful completion of criminal background check
- 4) Professional Educator License issued by the Illinois State Educator Preparation and Licensure Board qualifying him/her to act as an Administrator in the School District (i.e., PEL with Administrator, Principal and Director of Special Education licensure endorsements) .

Required Knowledge, Skills, and Abilities:

- Possess effective oral and written communication skills
- Possess effective organizational skills
- Possess knowledge regarding special education documents and IEPs
- Able to exercise discretion and independent judgment
- Able to comprehend and follow written and verbal instructions
- Able to foster a cooperative work environment
- Able to work with students and adults in a positive manner
- Physically and emotionally able to perform job responsibilities
- Able to attend work regularly and punctually and complete duties in a timely manner
- Of good moral character and possessing temperate, ethical, and industrious habits
- Skilled in the use of office computer equipment, related software applications, and other standard office machines
- Knowledge of basic management and supervisory skills
- Able to make independent, administrative/procedural decisions and judgments
- Able to work effectively with a wide range of constituencies in a diverse community
- Able to perform multiple concurrent tasks and attend to detail
- Able to set goals and establish methods for achieving these goals
- Skilled in problem solving and resolving issues
- Able to interview, train, and orient staff
- Able to motivate staff

Responsibilities and Essential Job Duties:

General

- Upon request, completes district specific needs assessment in consultation with Superintendent
- Confidential support structure for Superintendent, including providing feedback to Superintendent regarding the performance of special education teachers and support staff
- Other duties as assigned by Superintendent

Operational

- Generate uniform “business contacts” from school district operations, communicate a “directory” to the member-participant Superintendents
- Design “Lend-Lease” pool of district resources (financial to material) and present coordinated options to member-participants including but not limited to health insurance, fuel, electric, property/liability insurance, food service, custodial supplies, equipment purchases, instructional materials, etc.
- Collaboratively design, implement, and oversee a fundraising program designed to secure financial resources from parents and alumni to support each district’s goals.
- Review and report on potential pooled investments of member-participants with a focus on increasing ROI through larger principal aggregates
- Generate uniform “business office timeline” for school district operations schedule, communicate an annual template to the member-participant Superintendents
- Organize, conduct, and present security and safety assessments providing reports / action plans suitable for publishing from qualified personnel
- Coordinate architectural services and projects

Educational

- Provide grant writing resource (IDEA+) and participate in competitive granting opportunities on behalf of member-participant districts
- Perform tasks as a Director of Special Education Program, which include but are not limited to:
 - Review and revise IEP documents
 - Provide Superintendent with feedback regarding IEP program and teachers/educational support personnel
 - Provide input for teachers and educational support personnel evaluations
 - Oversee all IEP documents and provide guidance regarding any potential due process issues
 - Function as a Special Education case manager
 - Provide input regarding staffing decisions
 - Provide hearing officer services with respect to due process issues
 - Provide guidance /support on finance, personnel, and operations
- Serve as legislative contact / reporter and develop professional communications suitable for “sign and send” by Superintendents
- Organize pooled training opportunities for state compliance activities and coordinate on-line certifications
- Create and/or provide professional development curriculum to licensed teachers of the District
- Assist in instructional reviews and articulation studies, providing summative report regarding curriculum
- Review local policy manuals, report on potential improvements through uniform / shared policy and subscriptions

- Serve as shared liaison for DCFS investigations reporting local outcomes and defense directly to Superintendent(s)
- Survey instructional materials providing comprehensive regional template and recommendations for uniform adoptions (facilitates uniform remote instruction / instructor use)
- Develop a renewing pipeline for recruitment of qualified candidates from high schools, universities, and other districts.

Physical Demands and Work Environment:

The physical demands and work environment described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of the job, the employee is required to sit approximately 50% of the day; use hands to manipulate, handle, or feel; and talk or hear 75-100% of the day. The employee regularly is required to reach with hands and arms 29-50% of the day. The employee is regularly required to stand and walk 50% of the day. Specific vision abilities required by this job include: close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

In the work environment, the employee is regularly exposed to video display and regularly works in typical interior/office environmental conditions. The employee is expected to work on nights and weekends, if necessary to accomplish the goals of the position. The noise level in the work environment is usually moderate.

FLSA Status: Exempt

Evaluation: ***Annually, by the Superintendent***

The statements in this job description are intended to describe the general nature and level of the work to be performed.