

**INTERGOVERNMENTAL AGREEMENT BETWEEN:
SOUTH MACOUPIN ASSOCIATION FOR SPECIAL EDUCATION AND MID-STATE
SPECIAL EDUCATION FOR THE EMPLOYMENT OF A TEACHER FOR STUDENTS
WHO ARE VISUALLY IMPAIRED**

This Agreement is entered into this 19th day of April, 2023, between the South Macoupin Association for Special Education (hereinafter, "SMASE") and Mid-State Special Education Cooperative (hereinafter, "Mid-State").

WITNESSETH:

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes SMASE and Mid-State to enter into intergovernmental agreements in order to jointly exercise, combine, transfer or enjoy any power, privilege, function or authority which they may possess;

WHEREAS, Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes SMASE and Mid-State to contract in any manner not prohibited by law and to use their credit, revenues and other resources to pay costs related to intergovernmental activities;

WHEREAS, Mid-State has several students who are visually impaired who require specialized services from a certified teacher;

WHEREAS, SMASE employs a licensed teacher that can provide appropriate services to students with visual impairments;

WHEREAS, it is the desire of SMASE and Mid-State to enter into an agreement that would allow Mid-State to provide teaching personnel to appropriately serve the student population with visual impairments of Mid-State.

NOW THEREFORE, in consideration of the promises hereof and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Incorporation of Preambles.** The parties find that all of the preambles contained

herein are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Term of the Agreement.** This initial term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2023 and terminating on June 30, 2024 (“Initial Term”). Thereafter, this Agreement shall automatically renew for successive one (1) year terms, unless otherwise terminated as set forth in this Agreement. The term of this Agreement shall include the Initial Term and any successive one (1) year terms unless otherwise terminated as set forth herein.

3. **Early Termination.** The agreement may be terminated by any party upon written notification to the other party at least sixty (60) days prior to the last day of the school year.

4. **Modification.** In the event either party deems it appropriate to consider an amendment to the Agreement, that party shall notify the other party in writing. This Agreement may only be amended by an instrument in writing signed by the parties hereto.

5. **Services to be Performed by SMASE.** SMASE shall, during the period of this Agreement, employ a teacher properly licensed and endorsed to provide appropriate services to students who have visual impairments. Consistent with that service, SMASE shall perform the following undersigned services:

- a. *Responsibility for Employment-Related Services.* SMASE shall be responsible for all employment-related decisions concerning the teacher, including, but not limited to, the right to discipline, dismiss and discharge the transition specialist; the approval of time off from work; and the granting of any leave of absence.
- b. *Determination of Salary, Benefits, and Other Terms and Conditions of Employment.* As the teacher’s sole employer, SMASE will determine the teacher’s salary, benefits and other terms and conditions of employment.

6. Services to be Performed by Mid-State. Mid-State shall provide the following undersigned services during the term of this agreement:

- a. *Access to teachers and students.* Mid-State will provide the teacher with all necessary and appropriate access to teachers and staff serving students of transition age, those responsible for executing the contract with the Illinois Department of Human Services, Division of Rehabilitation Services Contract, and referred students of transition age.
- b. *Provision of Materials and Supplies.* SMASE will provide the teacher with all materials and supplies necessary to ensure timely and appropriate services to students and training to staff.
- c. *Access to Student Educational Records.* SMASE will provide the teacher with access to the referred students' educational records, including IEPs.
- d. *Access to Contracts and Policies.* SMASE will provide the teacher with access to the Illinois Department of Human Services, Division of Rehabilitation Services Contract and copies of all pertinent SMASE policies.

7. Qualifications and Services of the Teacher.

- a. *Licensure and Endorsements:* The teacher must be licensed in the State of Illinois and be properly endorsed to serve students with visual impairments.
- b. *Duties:* The teacher's duties shall include, but are not limited to, providing the following services to Mid-State:
 - i. Meeting the hours on site as jointly determined by the Mid-State and SMASE directors;
 - ii. Providing direct service to students with visual impairments, including

blindness;

- iii. Attending IEP meetings, writing IEPs, completing quarterly progress reports, conducting evaluations/assessments, managing assistive technology for students who are blind and visually impaired, consulting with Mid-State administrators, collaborating and consulting with Mid-State and Member Districts' teachers and staff; and
- iv. Performing all other duties as jointly determined by the SMASE and Mid-State directors.

8. **Records and Reports.** The teacher shall maintain records and reports in accordance with the policies of Mid-State. All such records including information and notes prepared or provided by the teacher shall be the property of Mid-State. The teacher shall comply with the provisions of the Illinois School Student Records Act (105 ILCS 10/1 et. seq.) and the Federal Educational and Privacy Rights Act (20 USCS 1232g et. seq.), which governs the release, and disclosure of student records. No student records shall be disclosed by the teacher without the prior written consent of Mid-State, and/or the parents of the student.

9. **Insurance.** SMASE shall provide general and professional liability insurance covering the teacher and provisions of services under this agreement in the maximum amount of \$1,000,000.00 per occurrence. SMASE shall provide workers compensation for the teacher.

10. **Indemnification.**

- a. Mid-State shall defend, indemnify and hold harmless SMASE, its officers, agents, servants and employees from and against any and all suits, actions or causes of action, legal proceedings, claims, demands, damages, costs, expenses and attorney fees resulting from injury to persons or damage to property arising

directly or indirectly from its negligent acts or omissions pursuant to this Agreement.

- b. SMASE shall defend, indemnify and hold harmless Mid-State, its officers, agents, servants and employees from and against any and all suits, actions or causes of action, legal proceedings, claims, demands, damages, costs, expenses and attorney fees resulting from injury to persons or damage to property arising directly or indirectly from its negligent acts or omissions pursuant to this Agreement.

11. **Cost of Services.** Mid-State shall reimburse the cost of the teacher's services, inclusive of travel time and all time spent on premises, at a rate of \$504.00 per day (\$72.00 per hour). Mid-State will pay mileage to and from Mid-State districts at the IRS standard mileage rate. SMASE shall on a quarterly school year basis send Mid-State an invoice for services and mileage reimbursement, which shall be payable upon thirty (30) days of receipt.

12. **Background Check.** Prior to the provision of any services pursuant to this Agreement, SMASE shall provide Mid-State a copy of the teacher's Illinois criminal history background check that indicates that the teacher may have contact with school children.

13. **Child Abuse.** If a child shares information with the teacher that may indicate the child is abused or in danger, the teacher shall report it immediately to the Illinois Department of Children and Family Services.

14. **SOPPA.** During the term of this Agreement, both parties agree to comply with the Student Online Personal Protection Act, 105 ILCS 85 ("SOPPA"). SMASE agrees to not knowingly commit any of the prohibitions outlined in Section 10 of SOPPA, 105 ILCS 85/10 and to abide by the duties outlined in Section 15 of SOPPA, 105 ILCS 85/15. Mid-State also agrees to

implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect covered information – as that term is defined in Section 5 of SOPPA, 105 ILCS 85/5 – from unauthorized access, destruction, use, modification, or disclosure.

- a. *SMASE Acting as a School Official.* Pursuant to the federal Family and Educational Rights and Privacy Act of 1974, Mid-State is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which Mid-State would otherwise use employees, under the direct control of the Mid-State, with respect to the use and maintenance of the covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates unless otherwise permitted under the Student Online Personal Protection Act, without permission from Mid-State or pursuant to court order.
- b. *Deletion or Transfer of Covered Information.* SMASE must delete or transfer to Mid-State all of the students' covered information generated by or provided pursuant to the Agreement if the information is no longer needed for the purposes of the Agreement. SMASE must delete or transfer the students' covered information to Mid-State within sixty (60) days after being made aware that the information is no longer needed for the purposes of the Agreement.
- c. *Breach.* If the case of any breach, within the most expedient time possible and without unreasonable delay, but no later than thirty (30) calendar days after the determination that a breach has occurred, SMASE must notify Mid-State of any breach of the Mid-State students' covered information. If the breach is

attributed to SMASE, then SMASE will provide credit monitoring to those students whose covered information was exposed in a manner during the breach that a reasonable person would believe that it could impact his or her credit or financial security; and cover all reasonable legal fees, audit costs, fines, and any other fees or damages imposed against Mid-State as a result of the security breach. Mid-State will provide notifications to those students whose covered information was compromised and to regulatory agencies or other entities as required by law or contract, and provide any other notifications or fulfill any other requirements adopted by the State Board or of any other State or federal laws.

- d. *Third Parties or Affiliates.* SMASE must provide to Mid-State a list of any third parties or affiliates to whom SMASE is currently disclosing the covered information provided to the teacher by Mid-State or has disclosed the covered information provided to the teacher by Mid-State. This list must, at a minimum, be updated and provided to Mid-State by the beginning of each fiscal year and at the beginning of each calendar year.
- e. *Availability of Agreement.* The parties understand and agree that both parties must publish this Agreement on its website. If one of the parties does not have a website at any time during the pendency of this Agreement, then the Agreement will be made available for public inspection at its administrative office.
- f. *Categories of Information to be Provided to the SMASE teacher:* In order for SMASE to effectively perform the services outlined in this Agreement, Mid-

State will provide to the teacher the relevant covered information for those students referred to the teacher for services. The covered information provided to teacher shall include the writings or other recorded information concerning specific students and by which the students may be individually identified, maintained by Mid-State or at its direction or by an employee of Mid-State, such as, but not limited to: information in the student's educational record, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, test results, special education data, evaluations, medical records, health records, and disabilities.

15. **ENTIRE AGREEMENT.** This agreement contains the entire agreement and understanding of the parties. Any subsequent modifications to this agreement must be in writing and signed by all parties to be binding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date written after its signature by an authorized agent below.

SOUTH MACOUPIN ASSOCIATION
FOR SPECIAL EDUCATION

By *Alison Starn*

ATTEST:

Its Secretary

MID-STATE SPECIAL EDUCATION

By *Angela Korman*

ATTEST:

Rickie Thorne
Its Secretary