

INTERGOVERNMENTAL AGREEMENT FOR DUAL SUPERINTENDENT

This Intergovernmental Agreement is made on the 16th day of February 2022, by and between the Board of Education of Gardner South Wilmington High School District 73, Counties of Grundy and Kankakee (the “HIGH SCHOOL”), and the Board of Education of Braceville School District 75, County of Grundy (the “ELEMENTARY SCHOOL”), collectively referred to as the “DISTRICTS” and/or the “PARTIES.”

WITNESSETH

WHEREAS, the DISTRICTS are authorized by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to jointly exercise any of the powers, privileges, functions and/or authority that may be exercised by them individually, and to perform any service, activity or undertaking that may be performed by the any of the DISTRICTS individually; and

WHEREAS, the DISTRICTS are authorized and required by the Illinois School Code to retain a superintendent of their respective schools (105 ILCS 5/10-16.7 and 105 ILCS 5/10-21.4); and

WHEREAS, the DISTRICTS desire to retain one superintendent to serve both DISTRICTS in order to more economically and efficiently administer the schools of the DISTRICTS; and

WHEREAS, the DISTRICTS desire to cooperate with each other in order to hire one individual to serve as the dual superintendent for the DISTRICTS; and

WHEREAS, the DISTRICTS desire to enter into this Intergovernmental Agreement pursuant to 5 ILCS 220/5 subject to and conditioned upon approval by their respective Boards of Education.

NOW, THEREFORE, the PARTIES hereby enter into the following Intergovernmental Agreement effective as of the date written above.

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into this Agreement and shall have the same force and effect as though fully set forth herein.

2. **Objective/Purpose.** The DISTRICTS desire to establish a dual superintendency for the benefit of the respective schools of the DISTRICTS in order to achieve cost savings, efficient management practices and services, and to promote coordination of planning and actions in connection with issues affecting both DISTRICTS. The DISTRICTS desire to establish the dual superintendency on such terms and conditions as will protect, advance and promote the interests of both DISTRICTS.

3. **Structure of Dual Superintendency.**

3.1. **Establishment of Dual Superintendent.** By this Agreement, the DISTRICTS establish a dual superintendency for the period commencing on July 1, 2022 and ending on June 30, 2025. The terms and conditions of this Agreement shall control the terms and conditions of employment by each DISTRICT of the Dual Superintendent. The DISTRICTS reserve the right to review the status of the dual superintendency at the conclusion of this period in order to determine if they desire to continue this model. Neither DISTRICT is obligated beyond the initial term and any extension or renewal of

that term shall only be effective if mutually agreed in writing by both DISTRICTS. The DISTRICTS expressly reserve the right to revert to a single district/single superintendent model at the conclusion of the term of this Agreement, or upon the earlier termination of this Agreement as provided herein.

3.2. Limitations of Agreement. This Agreement provides only for the rights and obligations of the DISTRICTS to each other during the term of the dual superintendency. Neither DISTRICT has the authority to act as agent for or enter into any contract that would bind the other DISTRICT. Nothing in this Agreement is intended to create any third party beneficiary rights or relationship with any party other than the Dual Superintendent.

3.3 Creation of Council. In order to implement this Agreement, there is hereby created a Council which shall consist of two (2) Board of Education members from each DISTRICT appointed by the respective Boards of Education. The Council shall be subject to the Illinois Open Meetings Act, 5 ILCS 120/1 et seq.

3.4 Council Responsibilities. The Council shall have the following responsibilities under this Agreement:

- a. Conduct monthly meetings with the Dual Superintendent to ensure an effective transition to the dual superintendency and to address implementation issues as they may arise during the course of this Agreement. The Council and Dual Superintendent may agree to cancel any monthly meeting if they determine that no meeting is necessary at that time.

- b. Review costs and allocations thereof between the DISTRICTS as contemplated by this Agreement.
- c. Recommend necessary actions to their respective Boards of Education in order to carry out the intent of this Agreement.
- d. In consultation with the Dual Superintendent, develop and recommend to their respective Boards of Education performance goals to be included in the contracts between the Dual Superintendent and each DISTRICT.
- e. Such other matters expressly referred to the Council by the DISTRICTS' Boards of Education.

3.5 Joint Meetings of the Boards of Education. The Boards of Education of the DISTRICTS may have joint meetings to review and discuss the dual superintendency. The Boards of Education shall have at least one joint meeting annually unless additional meetings are requested by the Dual Superintendent.

4. Superintendent Contract

4.1 Form of Contract. Each DISTRICT shall utilize substantially the same form of contract, copies of which are attached hereto as Exhibits A and B. This contract, with necessary revisions for each DISTRICT, shall serve as the contract between each DISTRICT and the Dual Superintendent and it shall be subject to the terms and conditions of this Agreement.

4.2 Duration. The contracts with each DISTRICT shall be for the term stated in each contract respectively. If one contract is terminated pursuant to its terms, the

contract with the other DISTRICT shall remain in full force and effect with the modified salary set forth in Section 5.2 unless:

- a. the Dual Superintendent exercises his right to terminate the other DISTRICT'S contract pursuant to Section 4.3 of this Agreement;

or

- b. the Dual Superintendent and the other DISTRICT mutually agree to new terms and conditions of employment.

4.3 Termination by Election of Dual Superintendent. The Dual Superintendent shall have the right to terminate either or both Superintendent Contracts with the DISTRICTS without cause provided that the effective date of termination shall be at the end of the school year following at least 90 days advance written notice from the Dual Superintendent to the affected Board of Education.

5. Compensation and Benefits

5.1 Salary. The ELEMENTARY SCHOOL shall pay to the HIGH SCHOOL an amount equal to 30% of the Dual Superintendent's annual salary as set forth in paragraph A.1 of his contract with the HIGH SCHOOL.

5.2 Adjustments to Salary/Reporting. Any adjustments to the salary shall be made by the mutual agreement of the DISTRICTS. Each DISTRICT shall pay its TRS obligations under the contract between the DISTRICT and the Dual Superintendent, and each DISTRICT shall report such payments and contributions on behalf of the Dual Superintendent for tax, retirement, and all other governmental reporting purposes. In the event the ELEMENTARY SCHOOL contract with the Dual Superintendent is terminated

and the HIGH SCHOOL contract remains in effect, the salary and all other terms and conditions in the HIGH SCHOOL contract shall remain in full force and effect. In the event the HIGH SCHOOL contract is terminated and the ELEMENTARY SCHOOL contract remains in effect, the superintendent and the ELEMENTARY SCHOOL shall meet and mutually determine the salary, benefits and other terms and conditions of said contract to be effective following termination of the HIGH SCHOOL contract.

5.3 Insurance. To coordinate and simplify the provision of insurance pursuant to the Dual Superintendent's contract, the DISTRICTS agree that the HIGH SCHOOL shall procure and maintain the contractually required insurance policies and the ELEMENTARY SCHOOL shall pay to the HIGH SCHOOL an amount equal to 30% of the costs of the insurance benefit. In addition, the Dual Superintendent shall be covered under the workers compensation policies maintained by the DISTRICTS. Each DISTRICT shall bear its own costs associated with such workers compensation coverage for the Dual Superintendent. Any contributions or awards required arising from a covered injury under such insurance shall be split by the DISTRICTS as follows: HIGH SCHOOL – 70%/ELEMENTARY SCHOOL – 30%.

5.4 Other Benefits. The Dual Superintendent shall receive a total of 20 vacation leave days and 14 sick leave days annually. Reimbursements shall be as set forth in the contract between each DISTRICT and the Dual Superintendent. The ELEMENTARY SCHOOL shall pay to the HIGH SCHOOL an amount equal to 30% of the total costs, if any, of such benefits.

6. Duties and Responsibilities

6.1 Regular and Extraordinary Duties. The regular duties of the Dual Superintendent shall be as set forth in the contract with each DISTRICT. The DISTRICTS acknowledge that from time to time one DISTRICT may have extraordinary duties requiring increased attention such as, but not necessarily limited to, collective bargaining, referenda, or school construction projects. The DISTRICTS shall notify each other as soon as either anticipates any such extraordinary responsibilities in order to avoid disruption of any services.

6.2 Meeting and Event Attendance. Schedules for Board of Education, Board committee and other official meetings or events of the DISTRICTS at which the Dual Superintendent's attendance is required shall be presented to the Council. Any scheduling conflicts shall be resolved by the Council and the Dual Superintendent.

6.3 Shared Information. The DISTRICTS acknowledge that the Dual Superintendent, while acting for one DISTRICT, may become aware of information affecting the interests of the other DISTRICT. The DISTRICTS agree that the Dual Superintendent shall share such information with the other DISTRICT. Neither DISTRICT may require the Dual Superintendent to keep such information confidential from the other DISTRICT.

6.4 Solicitations. Neither DISTRICT shall request, encourage or require that the Dual Superintendent solicit employees at one DISTRICT to work for the other DISTRICT. In addition, the Dual Superintendent shall not solicit any employees of one DISTRICT to work or seek employment at the other DISTRICT.

6.5 Limitations on Duties. The Dual Superintendent shall have no duties in any of the following circumstances:

- a. Resolution of any dispute or conflict arising between the DISTRICTS, except for an obligation by the Dual Superintendent to notify as promptly as possible the Boards of Education of the DISTRICTS as to the occurrence or anticipation of such dispute or conflict.
- b. In the event of competition between the DISTRICTS for fixed-amount programs or resources, except for an obligation by the Dual Superintendent to notify as promptly as possible the Boards of Education of the DISTRICTS as to the occurrence or anticipation of such competition.

7. Work Location/Time

7.1 Location of Services. The Dual Superintendent may perform the services required under this Agreement and the contracts with each DISTRICT at the administrative offices of either DISTRICT. The Dual Superintendent shall visit the schools and programs of each DISTRICT at such times as he deems necessary or appropriate.

7.2 Time. The Dual Superintendent shall not be expected or required to keep records of time spent working for either DISTRICT. The Dual Superintendent shall be available to either DISTRICT as circumstances typically require for a superintendent of schools. However, in order to gauge the effectiveness of the dual superintendency, the

Board of a DISTRICT may request, for a stated reason and for a defined period of time, that the Dual Superintendent report the time and/or activities in which he is involved at the DISTRICTS, the amount of such time at each DISTRICT, and the general nature of the assignments for each DISTRICT.

8. Hold Harmless and Indemnification

8.1 Hold Harmless. The DISTRICTS hereby agree to hold each other harmless and waive any claims against each other arising from or relating to the employment of the Dual Superintendent, the actions or omissions of the Dual Superintendent, or the implementation of this Agreement.

8.2 Indemnification. The DISTRICTS shall explore the possibility of utilizing the same liability insurer in order to avoid indemnification disputes. The DISTRICTS hereby agree to indemnify each other from and against any and all claims, liability, damages (regardless of the type or amount), costs, or expenses, including attorney's fees, arising out of or relating to the employment of the Dual Superintendent, the actions or omissions of the Dual Superintendent, or the implementation of this Agreement. The costs to defend any such claims made against or by the Dual Superintendent, including attorney's fees and any determination of liability or award of damages, shall be split by the DISTRICTS on an 70/30 basis as set forth in Section 5.1 above.

9. Miscellaneous

9.1 Entire Agreement. This Agreement constitutes the entire understanding between the DISTRICTS concerning the subject matter hereof, and any prior or contemporaneous agreements, understandings, or promises are hereby superseded by this

Agreement. The terms of this Agreement may only be modified if approved by the DISTRICTS and duly executed in writing by the authorized representatives of the DISTRICTS.

9.2 Board Approval. Each DISTRICT has taken all actions and obtained all necessary approvals from its Board of Education in order to enter into this Agreement.

9.3 Governing Law. This Agreement shall be governed by and interpreted and enforced pursuant to the laws of the State of Illinois.

9.4 Binding Effect. This Agreement shall be binding on and inure to the benefit of the successors of the DISTRICTS. No assignment of this Agreement or the rights and obligations hereunder shall be permitted.

9.5 Notices. All notices required or allowed under this Agreement shall be in writing and addressed to the President of the respective Board of Education of the DISTRICT to which the notice is being sent. Such notices shall be made by personal delivery, regular mail, or certified mail, return receipt requested.

9.6 Severability. Should a court of competent jurisdiction determine any provision in this Agreement to be unenforceable, the remainder of the Agreement shall continue in full force and effect unless removal of the provision deemed unenforceable materially frustrates the intent of the DISTRICTS. In that case, the DISTRICTS shall mutually agree upon supplemental language to effectuate their intent.

