

**INTERGOVERNMENTAL AGREEMENT BETWEEN:  
SOUTH MACOUPIN ASSOCIATION FOR SPECIAL EDUCATION AND HIGHLAND  
COMMUNITY UNIT SCHOOL DISTRICT NO. 5  
FOR THE EMPLOYMENT OF A TEACHER FOR VISUALLY IMPAIRED STUDENTS**

This Agreement is entered into this ~~1st~~ of June, 2021, by and between the South Macoupin Association for Special Education (hereinafter, "SMASE") and the Highland Community Unit School District No. 5 (hereinafter, "Highland").

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes SMASE and Highland 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 Highland 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**, Highland has several visually impaired students who require specialized services from a certificated 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 Highland to enter into an agreement that would allow SMASE to provide teaching personnel to appropriately serve the visually impaired student population of Highland.

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

**EMPLOYMENT OF A CERTIFIED TEACHER SERVING VISUALLY IMPAIRED STUDENTS**

SMASE shall employ a teacher properly licensed and endorsed to provide appropriate services to visually impaired students. 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 teacher; the approval of time off from work; and the granting of any leave of absence. As the teacher's sole employer, SMASE will determine the teacher's salary, benefits and other terms and conditions of employment.

**QUALIFICATIONS AND SERVICES TO BE PROVIDED**

The teacher must be licensed in the State of Illinois and be properly endorsed to serve students with visual impairments.

The teacher's duties shall include, but are not limited to, providing the following services to Highland:

1. Hours on site will be determined by the Highland and SMASE directors.
2. Direct service to students with visual impairments, including blindness.
3. Attends IEP meetings, writes IEPs, completes quarterly progress reports, conducts evaluations/assessments, manages assistive technology for blind and visually impaired students, consults with Highland Director of Special Services, collaborates and consults with Highland teachers and staff.
4. Other duties as assigned.

### **REPORTS AND RECORDS**

The teacher shall maintain records and reports in accordance with the policies of Highland, including, but not limited to, progress reports, observations and IEP reports.

All such records including information and notes prepared or provided by the teacher shall be the property of Highland.

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 Highland, and/or the parents of the student.

### **FACILITIES, MATERIALS AND EQUIPMENT**

Highland shall provide during the term of this agreement:

1. An appropriate service room;
2. All forms, including test forms, and supplies necessary to provide services to the students;
3. Access to the student's educational records, including IEPs;
4. Shared use of a locked storage closet for supplies and records prepared or used by the teacher;
5. Copies of all pertinent Highland policies.

### **INSURANCE AND LIABILITY**

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.

No party to this Agreement shall be responsible for any liabilities arising from the fault or negligence of the other party, or their employees or agents. It is understood and agreed that no party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other party unless such liability is imposed by law. This Agreement shall not be constructed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other parties or against third parties.

### **INDEMNIFICATION**

Highland 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.

SMASE shall defend, indemnify and hold harmless Highland, 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.

### **COST OF SERVICES**

Highland will agree to purchase the teacher's services, inclusive of all time spent on premises, travel time from the teacher's last site, and to the teacher's next site (if the next site is a SMASE district), at the rate of \$17.50 per 15 minute unit, or \$70/hour. If the teacher is travelling from Highland to another district that is not a SMASE district, Highland will not be charged for that travel time. Highland will pay mileage to Highland from any other district, including SMASE districts. Highland will pay mileage from Highland to SMASE. SMASE shall on a quarterly school year basis send Highland an invoice for services which shall be payable upon thirty (30) days of receipt.

### **TERM OF THE AGREEMENT**

This Agreement shall be effective upon the execution by all parties thereto and shall continue on a year-to-year basis. 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. Highland may terminate this agreement in the event the student(s) requiring the visually impaired services are not longer enrolled in the district upon 20 days notice. If the agreement is not

terminated, it shall continue under the same terms and conditions unless otherwise modified in writing by all parties.

**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. Highland 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, Highland is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which Highland would otherwise use employees, under the direct control of the Highland, 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 Highland or pursuant to court order.
- b. *Deletion or Transfer of Covered Information.* SMASE must delete or transfer to Highland 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 Highland 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 Highland of any breach of the Highland 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 Highland as a result of the security breach. Highland 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 Highland a list of any third parties or affiliates to whom SMASE is currently disclosing the covered information provided to the teacher by Highland or has disclosed the covered information provided to the teacher by Highland. This list must, at a minimum,

be updated and provided to Highland 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 has no website at any time during the pendency of this Agreement, then the Agreement will be made available for public inspection at its administrative office.

*Categories of Information to be Provided to the SMASE teacher:* In order for SMASE to effectively perform the services outlined in this Agreement, Highland 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 Highland or at its direction or by an employee of Highland, 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

**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.

**AUTHORIZED SIGNATURES**

The undersigned parties are authorized on behalf of SMASE and Highland Community Unit School District No. 5 to enter into this agreement.

SOUTH MACOUPIN ASSOCIATION  
FOR SPECIAL EDUCATION

HIGHLAND COMMUNITY UNIT  
SCHOOL DISTRICT NO. 5

By Shane Owsley

By [Handwritten Signature]

ATTEST:

ATTEST:

[Handwritten Signature]  
Its Secretary

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Its Secretary

