

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, made and entered into this ____ day of _____, 2019, by and between the Board of Education of Hillsboro Community Unit School District No. 3 (hereinafter, "Hillsboro"); the Board of Education of Litchfield Community Unit School District No. 12 (hereinafter, "Litchfield"); the Board of Education of Nokomis Community Unit School District No. 22 (hereinafter, "Nokomis"); the Board of Education of Panhandle Community Unit School District No. 2 (hereinafter, "Panhandle"); collectively referred to as, "The Parties."

WITNESSETH:

WHEREAS, Hillsboro, Litchfield, Nokomis and Panhandle are Illinois public school districts organized and existing pursuant to and subject to the provisions of the Illinois School Code, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Hillsboro, Litchfield, Nokomis and Panhandle are all desirous of exploring the offering of various vocational services to their students and wish to share the services and costs of such services; and

WHEREAS, Hillsboro, Litchfield, Nokomis and Panhandle are authorized to enter into intergovernmental agreements pursuant to Article VII, §10 of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The parties hereby find that all of the recitals contained in the preambles to this Intergovernmental Agreement are complete, true and correct and do incorporate them into this Intergovernmental Agreement by this reference.

2. Creation of Consortium. It is hereby created by this Agreement, the Montgomery County Consortium for Innovation and Career Pathways (hereinafter "Consortium"). The Consortium will serve as the parties' cooperative entity for exploring the provision and expansion of CTE/Vocational programming.

3. Purpose of Consortium. The Consortium shall exist in order to cooperatively plan and implement career and vocational training options benefiting the students of the parties. The Consortium will explore what equipment, personnel and materials will be required to implement career and vocation training options, and

whether future capital improvements or additions may be required of the parties' existing buildings, as well as the possibility of constructing new facilities.

4. Administrative and Fiscal Agent. Litchfield Community Unit School District #12 shall serve as the Consortium's administrative and fiscal agent during the initial planning phase.

5. Review and Extension of Agreement. On or before May 1, 2021, Hillsboro, Litchfield, Nokomis and Panhandle shall notify all other districts whether it wishes to extend this Agreement for one (1) additional year or to terminate it at the expiration of the term hereof. If no party serves notice of termination on the other parties as provided herein, this Agreement shall be extended for one (1) additional year.

6. Voluntary Agreement. Each of the parties hereto has entered into this Agreement voluntarily. Each of the parties hereto has had the advice and benefit of counsel in making this Agreement and knows and fully understands the terms of this Agreement.

7. Entire Agreement. This Agreement constitutes the whole and entire agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Agreement.

8. Successors. This Agreement shall inure to the benefit of and shall bind the Hillsboro, Litchfield, Nokomis and Panhandle school districts and their agents, representatives, officers, assigns and successors.

9. Duplicate Originals. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties have signed a single document.

10. Savings Clause. If any provision of this Agreement or any application of this Agreement to any entity, school district or employee is held to be contrary to law by a body of competent jurisdiction and pursuant to final order or judgment, then such provision or application shall not be valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed on the date first written above.

BOARD OF EDUCATION OF
HILLSBORO COMMUNITY UNIT
SCHOOL DISTRICT NO. 3

By: _____
Its President

ATTEST:
BOARD OF EDUCATION OF
HILLSBORO COMMUNITY UNIT
SCHOOL DISTRICT NO. 3

By: _____
Its Secretary

BOARD OF EDUCATION OF
LITCHFIELD COMMUNITY UNIT
SCHOOL DISTRICT NO. 12

By: _____
Its President

ATTEST:
BOARD OF EDUCATION OF
LITCHFIELD COMMUNITY UNIT
SCHOOL DISTRICT NO. 12

By: _____
Its Secretary

BOARD OF EDUCATION OF
NOKOMIS COMMUNITY UNIT
SCHOOL DISTRICT NO. 22

By: _____
Its President

ATTEST:
BOARD OF EDUCATION OF
NOKOMIS COMMUNITY UNIT
SCHOOL DISTRICT NO. 22

By: _____
Its Secretary

BOARD OF EDUCATION OF
PANHANDLE COMMUNITY UNIT
SCHOOL DISTRICT NO. 2

By: _____
Its President

ATTEST:
BOARD OF EDUCATION OF
PANHANDLE COMMUNITY UNIT
SCHOOL DISTRICT NO. 2

By: _____
Its Secretary