

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE ILLINOIS STATE BOARD OF EDUCATION  
AND  
\_\_\_\_\_SCHOOL DISTRICT NO. \_\_\_\_\_**

This Intergovernmental Agreement (the “Intergovernmental Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois State Board of Education (hereafter “ISBE”), an agency of the State of Illinois, and the \_\_\_\_\_ School District (hereafter the “School District”), a political subdivision of the government of the State of Illinois.

WHEREAS, ISBE is the administrative agency of the State of Illinois responsible for the educational policies and guidelines for public schools, pre-school through grade 12 and Vocational Education in the State of Illinois (105 ILCS 5/1A-4(c));

WHEREAS, School District is a body politic serving the educational needs of the students attending its school(s); and

WHEREAS, ISBE and School District recognize that ISBE has entered into a Memorandum of Understanding (hereafter “MOU”) with the Ministry of Education, Culture and Sport of Spain (hereafter “Ministry”) to improve and expand the teaching of Spanish language and culture in Illinois; and

WHEREAS, pursuant to the MOU, a U.S. Department of State Exchange Visitor Program (hereafter “EVP”) is established that will bring to Illinois teachers from Spain;

WHEREAS, ISBE and School District wish to use the EVP to allow international visiting teachers from Spain (hereafter “IVT”) to hold J-1 nonimmigrant visas to work in Illinois public schools;

WHEREAS, pursuant to the MOU, ISBE contracts with a Ministry of Education, Culture and Sport employee (hereafter “program coordinator”), who serves as program coordinator of the IVT program.

WHEREAS, ISBE and School District agree that the EVP is not to be regarded as a permanent solution to overcome the problem of a shortage of bilingual teachers or to fill staff vacancies in Illinois; and

WHEREAS, School District is desirous of improving its bilingual education program and learning opportunities for Spanish as a Second Language; and

WHEREAS, School District wishes to voluntarily participate in the EVP by employing IVT to teach bilingual education or Spanish as a Second Language; and

WHEREAS, ISBE and School District are empowered under the Illinois Constitution (Ill. Const., Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### **Article I. ISBE Responsibilities**

1. ISBE will comply with the Mutual Educational and Cultural Exchange Act of 1961 and all applicable provisions of 22 CFR Part 62, U.S. Department of State regulations for the administration of an EVP (22 CFR Part 62 et seq.).
2. ISBE shall in its sole discretion appoint a responsible officer and, if necessary, alternative responsible officers, (as such terms are defined in 22 CFR 62.2) to execute the duties set forth in 22 CFR 62.11, including without limitation acting as custodian for the control, issuance, and distribution of Forms DS-2019 (utilized by teachers to obtain a J-1 nonimmigrant visa) as set forth in 22 CFR 62.12.
3. Upon consultation with the Ministry, ISBE shall determine the number of those teachers pre-selected by the Ministry who will participate in the EVP. ISBE shall determine in its sole discretion which teachers may teach in Illinois schools and shall issue to such teachers the appropriate Certificate/License for the field and grade levels the individual is qualified to teach in accordance with 23 Illinois Administrative Code 25.92 and Article 21 of the Illinois School Code (105 ILCS 5/21-0.01 et seq.)
4. ISBE (and not School District) shall conduct any and all official and/or public communications relating to the EVP with the U.S. Department of State, Ministry and participating school districts.

### **Article II. School District Responsibilities**

1. School District, as a third party to the EVP, shall know and comply with all applicable provisions of 22 CFR Part 62.
2. School District shall be responsible for interviewing, selecting, and hiring the IVT who ISBE has determined are eligible for Illinois certification in accordance with 23 Illinois Administrative Code 25.92 and Article 21 of the Illinois School Code (105 ILCS 5/21 et seq.).
3. School District shall comply with the requirements of Section 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9) and ensure that the teachers comply with the criminal background checks.

4. School District, as ISBE's designee, shall be solely responsible for compensating the School District IVTs, which shall include any and all relevant benefits, health care and insurance per 22 CFR 62.14 (ISBE shall have no obligation to compensate or provide benefits to School District IVTs).
5. In consultation with any union representing teachers in School District, School District will address how union matters, if any, relate to School District IVTs.
6. Upon the first arrival of each School District IVT in Illinois, School District shall arrange (and cover the reasonable costs of) transportation from the airport to the place at which such School District IVT will first reside.
7. School District shall provide and/or fund temporary housing for the IVT, which may include but is not limited to housing with a host family, in a hotel, or in corporate housing, for School District IVTs upon their arrival. Temporary housing under this paragraph means housing that is provided for a minimum of seven days.
8. By August 1, School District shall provide a description of the School District IVT's anticipated teaching assignment to the ISBE. The assignment of the School District IVTs must be primarily in bilingual education, dual language programs or the teaching of Spanish as a World or Heritage Language.
9. School District shall advise and assist School District IVTs through mentoring and coaching as necessary to ensure success of the EVP, as well as provide adequate staffing and sufficient support services to the IVTs to administer the EVP program, including matters relating to the IVTs employment (22 CFR 62.9(f)(1)).
10. School District shall provide professional development materials and/or in-service training for School District IVTs.
11. School District shall offer appropriate orientation for all School District IVTs in accordance with 22 CFR 62.10(c), monitor School District IVTs in accordance with 22 CFR 62.10(e) and offer, make available and encourage cross-cultural activities to School District IVTs in accordance with 22 CFR 62.8(d).
12. School District shall evaluate School District IVTs' performance in accordance with applicable procedures for teacher evaluations set forth in the Illinois School Code (105 ILCS 5/24A et seq.).
13. School District shall be responsible for notifying ISBE regarding any change in a School District IVT's or the EVP status [62.13(c)]. School District shall: require School District IVTs to keep School District informed of their current addresses and telephone numbers; maintain such information; and, make such information available to ISBE, upon request. School District shall notify ISBE within five days of any formal action taken in relation to the IVT which may impact their employment status. School District

shall inform ISBE of concerns with IVT which may lead to formal action prior to initiation of formal action, where feasible.

14. School District shall conduct a District evaluation on the application of the EVP and submit to ISBE a report using ISBE Form 92-20 at the end of each school year during which School District has at least one School District IVT. Said report shall summarize the School District's evaluation and include, without limitation, a discussion of: 1) the activities in which School District IVTs were engaged, including an evaluation of program effectiveness; 2) the cross-cultural activities provided for School District IVTs during the reporting year; and 3) a numerical count of all School District IVTs participating in the EVP for the reporting year. School District's continued participation in the EVP is contingent upon conducting said evaluation and submitting the report to ISBE.

15. School District shall seek yearly renewal of this Intergovernmental Agreement from ISBE for any year in which it employs IVTs, including subsequent years of a multi-year agreement with an IVT.

16. School District shall meet with the responsible officer and/or program coordinator, upon request, to attempt to resolve issues or concerns raised by School District or IVT.

### **Article III. General Provisions and Additional Covenants**

1. Term of Agreement. Renewal. Termination. This Intergovernmental Agreement shall become effective upon the date of execution by all parties and, subject to any earlier termination as provided herein, shall remain in full force and effect through and including June 30, 2014 (the "Term"). Upon the expiration of the Term, ISBE and School District may mutually agree to renew this Intergovernmental Agreement (on the same or different terms) on an annual basis. This Intergovernmental Agreement (and any renewal thereof) may be terminated by any party upon thirty (30) days written notice to the other party. Upon termination, all obligations created by this Intergovernmental Agreement shall cease. Upon a breach of the terms or provisions of this Intergovernmental Agreement, either party may pursue any or all the rights and remedies available by law or as provided herein, including without limitation, by civil action to compel performance or enjoin breach, of all duties required by law or by this Intergovernmental Agreement.

2. Amendment. This Intergovernmental Agreement may only be amended in writing signed by both parties.

3. Record-keeping. School District shall maintain books and records relating to the EVP. Books and records, including information stored in databases or other computer systems, shall be maintained by School District for a period of five (5) years from the School District's completion of services under this Intergovernmental Agreement. School District shall, to the extent lawfully permitted, furnish to ISBE within a reasonable time all information, reports, documents, books, files and other records

requested by ISBE on all matters related to the EVP. School District shall cooperate with any inquiry related to the EVP that may be undertaken by ISBE or the United States Department of State.

4. **Governing Law.** This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Intergovernmental Agreement must first be filed with the program coordinator and the responsible officer designated by ISBE (22 CFR 62.11). The ISBE program coordinator will initiate a dispute resolution meeting. The purpose of the dispute resolution meeting is for the parties to discuss the merits of any claim and the facts that form the basis for any claim, as well as provide the parties the opportunity to resolve any claim. The dispute resolution meeting shall:

- A. Be conducted within 30 business days of the ISBE program coordinator’s receipt of the request for a dispute resolution meeting;
- B. Include a representative of both parties;
- C. Allow the parties to discuss any claim.

If a resolution is reached, the parties must execute an agreement that is signed by both parties. Any claim not resolved through the above-mentioned dispute resolution process must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1).

5. **Notices.** All notices, billings or other correspondence required to be given to either party pursuant to this Intergovernmental Agreement shall be sent by facsimile or delivered or mailed to the following addresses:

Illinois State Board of Education Division Administrator English Language Learning 100 West Randolph, Suite 14-300 Chicago, Illinois 62777 Facsimile:	School District Name:  Contact Person:  Address:  Facsimile:
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6. **Entirety.** This Intergovernmental Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either party; provided that nothing herein shall affect the MOU, which shall continue in full force and effect in accordance with its terms.

7. **Compliance With Laws.** School District shall comply with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, “Laws”) which are applicable to this Intergovernmental Agreement.

8. Indemnification. To the extent allowed by Illinois law, School District agrees to indemnify, defend and hold harmless ISBE, its officers, agents and employees, against all claims, suits, damages, causes of action, fines or judgments, arising out of School District's performance or termination of this Intergovernmental Agreement.

9. Severability. In case any provision in this Intergovernmental Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

10. Cumulative Rights. Except as otherwise provided in this Intergovernmental Agreement, rights and remedies available to ISBE and/or School District as set forth in this Intergovernmental Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE and/or School District in any provision of this Intergovernmental Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

11. Authority to Execute. Each party represents and warrants to the other that this Intergovernmental Agreement has been duly authorized, executed and delivered by and on behalf of each such party, and constitutes the legal, valid and binding agreement of said party.

12. No Waiver. No course of dealing or failure of ISBE and/or School District to enforce strictly any term, right or condition of this Intergovernmental Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Intergovernmental Agreement shall operate as a waiver of any other term, right or condition.

13. Assignment. School District may not assign this Intergovernmental Agreement in whole or in part without the prior written approval of ISBE.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of the day and year first written above.

Illinois State Board of Education

\_\_\_\_\_  
School District No. \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Christopher Koch  
State Superintendent of Education

By: \_\_\_\_\_  
School District Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved

By: \_\_\_\_\_

Legal Department