

ATTACHMENT NO. IX-C

ATTACHMENT NO. IX-C: Intergovernmental Agreement Establishing Cooperative Robotics Club

Potential motion: Move to approve the Intergovernmental Agreement to Establish a Cooperative Robotics Club

Recommended action: Approve the Intergovernmental Agreement.

This intergovernmental agreement would establish a program with Hononegah High School to form a cooperative robotics club to enhance education. Hononegah will provide and compensate a sponsor, if deemed necessary. North Boone will pay Hononegah \$200.00 per participating student.

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING COOPERATIVE ROBOTICS CLUB**

This Intergovernmental Agreement made and entered into this nineteenth day of November, 2014, by and between the Board of Education of Hononegah Community High School District No. 207, Rockton, Illinois (“Hononegah”), the Board of Education of the North Boone School District, Poplar Grove, Illinois (“North Boone”);

WHEREAS, Section 10-22.31a of the Illinois School Code, 105 ILCS 5/10-22.31a, authorizes boards of education to enter into joint agreements with other school boards to establish any type of educational program which any district may establish individually and to provide facilities and professional workers for such program; and

WHEREAS, the Constitution of the State of Illinois, Article VII Section 10, specifically authorizes boards of education to enter into intergovernmental agreements with other school boards, including school boards in other states; and

WHEREAS, the respective schools are in the same geographic area; and

WHEREAS, Hononegah, North Boone each wish to form a Robotics Club; and

WHEREAS, Hononegah, North Boone each, individually and collectively, finds and determines that a cooperative Robotics Club will enhance and improve its co-curricular program by increasing efficiency and improving the overall quality of the program; and

WHEREAS, Hononegah, North Boone each have arrived at mutually agreeable terms for the establishment of a cooperative Robotics Club to offer said Robotics Club to the high school students of their districts and wish to memorialize the same herein;

NOW THEREFORE, in consideration of the foregoing, and the promises and covenants set forth hereinafter, it is agreed by the parties as follows:

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

2. **Establishment of Program.** There is hereby established a cooperative Robotics Club. Hononegah, North Boone each expressly agree that participation opportunities for students in each of the cooperating schools will not be limited.

3. **Regulations.** Each of the School Districts and the participants from the respective schools shall adhere to all applicable organizational regulations of any governing body which regulates any particular activity or event while participating in the cooperative Robotics Club, if any.

4. **Sponsor.** Hononegah shall provide a sponsor and such additional assistant or associate sponsors or volunteers as it deems necessary, if any; Hononegah shall be solely responsible for the payment of the salaries therefor, if any. For purposes of the Agreement, all employees shall be deemed employees of Hononegah and subject to any applicable provisions of any collective bargaining agreement between Hononegah and the exclusive representative(s) of its employees.

5. **Equipment.** Hononegah shall provide equipment to all participants and shall, by administrative action, have the right to adopt rules and regulations for participants' care and return of equipment. Such rules may include, without limitation, report of damage or loss of equipment to the staff, return of equipment at the conclusion of the school year or prior thereto if the student no longer participates, and reimbursement to Hononegah by the participants of all equipment not

returned. North Boone agree to assist Hononegah in enforcing such rules, including resorting to student disciplinary procedures if necessary.

6. **Facilities.** All meetings and other sessions related to the Robotics Club shall be held on the Hononegah campus unless otherwise agreed jointly by the Superintendents or designees.

7. **Finance.** North Boone shall pay to Hononegah the total cost of two hundred and 00/100 Dollars (\$200.00) per student participating in the cooperative Robotics Club. The number of participants shall be determined as of the first day of October each school year; by November 30 of the 2014-2015 school year. North Boone shall pay the amount due to Hononegah no later than November 30 each school year.

8. **Maintenance of Discipline.** Teachers and other employees of Hononegah shall have the right to maintain order and to discipline, as may be necessary, students from North Boone who may attend meetings or events. North Boone shall, by administrative action or otherwise, adopt rules and regulations, and shall notify students they shall be subject to discipline while at Hononegah or while traveling to and from Hononegah according to their Student Disciplinary Policy. Appropriate discipline may include removal from attendance at events and referral to their school administration for action as deemed appropriate by their school district.

9. **Transportation.** North Boone shall each develop and enforce its own policy regarding the transportation of student participants to and from Hononegah for meetings and events. All participants shall be required to ride the school-approved transportation to each event. Hononegah shall not be responsible for the transportation of athletes to and from Hononegah for events and meetings. Such transportation shall not be deemed part of the cooperative program.

10. **Insurance.** All participants shall be required to purchase school activity insurance offered Hononegah or complete the Hononegah standard Waiver of School Insurance form prior to any participation in any event and distribution of equipment. Each School District shall provide to the other written proof of liability insurance from their respective insurance carriers with respect to students who may participate in the cooperative program. Each District shall notify their respective carriers in writing of such program, and ascertain that no carrier will deny coverage on the basis of the cooperative nature of the program. For purposes of liability, the Districts shall be deemed to jointly operate the cooperative Robotics Club and share equally in any liability that results from operation of the Robotics Club by Hononegah, including transportation provided by Hononegah.

11. **Liability.** The Districts shall be deemed to jointly operate the cooperative Robotics Club, and shall share equally with regard to any liability resulting from the operation of the cooperative program.

12. **Fiscal and Legal Agent.** Hononegah shall be deemed the fiscal and legal agent for the Districts for the purpose of this Agreement.

13. **Communications.** The Superintendents, or their designees, shall communicate on a regular and timely basis in respect to administration of this Agreement and the cooperative program. Such communications, in addition to matters set forth under “Eligibility,” shall be intended to eliminate or alleviate problems related to the program.

14. **Eligibility.** Each School District shall establish eligibility requirements for participants from its own school. However, each District shall, at a minimum, comply with the

Illinois School Code and any applicable organizational bylaws concerning eligibility. Participation shall not be allowed by students who are academically ineligible.

15. **Rules.** All student participants shall be subject to and comply with any and all rules adopted by Hononegah and the club sponsor(s). Hononegah shall notify North Boone of all applicable rules, and North Boone shall cooperate in the enforcement thereof.

16. **Term of Agreement.** This Agreement shall remain in full force and effect for a period commencing November 19, 2014 through June 30, 2016, and shall include the 2014-2015 and 2015-2016 academic years.

17. **Modification.** Except as to term, this Agreement may be modified at any time by mutual written agreement of the parties.

18. **Counterparts.** This Agreement, for the convenience of the parties, may be executed in counterparts; and this Agreement shall be deemed fully adopted by both Boards of Education when each Board of Education has signed one (1) counterpart of this Agreement. All counterparts shall be deemed originals for all purposes.

19. **Governing Law.** This Agreement is executed pursuant to and shall be subject to the law of the State of Illinois. The parties agree that the sole jurisdiction for any dispute regarding this Agreement shall be exclusively in the State of Illinois.

Dated this 19th day of November, 2014.

**BOARD OF EDUCATION
HONONEGAH COMMUNITY HIGH
SCHOOL DISTRICT NO. 207**

By: 
Its President

ATTEST:


Its Secretary

**BOARD OF EDUCATION
SCHOOL DISTRICT OF NORTH BOONE**

By: _____
Its President

ATTEST:

Its Secretary