

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, made and entered this 25 day of March, 2026, by and between the Board of Education of Geneseo Community Unit School District No. 228 (hereafter "Geneseo") and Annawan Community Unit School District No. 226 (hereafter "Annawan"), and collectively referred to as "Parties" or "Districts."

WHEREAS, Geneseo and Annawan are Boards of Education operating public school districts organized and existing pursuant and subject to Article VII, Section 8 of the Constitution of the State of Illinois and the Illinois School Code; and

WHEREAS, Boards of Education have authority to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Geneseo has established a Vocational Center (hereafter "Vocational Center") for the benefit of students residing in the Geneseo School District; and

WHEREAS, Geneseo and Annawan desire to allow students residing in Annawan School District to utilize the services and benefits of the Vocational Center; and

WHEREAS, the parties have reached mutually acceptable terms for Annawan students attending the Vocational Center.

NOW, THEREFORE, for and in considerations of the mutual promises, covenants, and agreements contained herein, the parties agree:

1. GENERAL PROVISIONS

- a. The parties hereby incorporate all recitals contained herein and incorporate the same into this Intergovernmental Agreement by reference.
- b. Eligible students from Annawan shall be allowed to attend the Vocational Center, subject to enrollment capacity and available space as determined by Geneseo. Geneseo students shall have first priority for available space, and shall not be displaced by Annawan students. Annawan students who begin a program of study shall be allowed to enroll in the next course in the program the following year.
- c. Geneseo shall have exclusive authority and responsibility for providing instructors for and running the Vocational Center.
- d. Neither Geneseo nor Annawan is obligated to the other to provide transportation services for students who participate in and/or attend Vocational Center courses. Each district remains responsible for transportation of its own students.
- e. Nothing in this Agreement binds Geneseo or Annawan to offer programs beyond the duration of this Agreement, or beyond participation and/or attendance at the Vocational Center as further set forth herein.

2. COSTS

- a. Annawan shall pay the tuition cost of \$700 for each eligible student who participates in and / or attends the Vocational Center.
- b. Geneseo shall submit an invoice setting forth the cost of each Annawan student to Annawan, which shall be paid within sixty (60) days of mailing.

3. STUDENT CONDUCT / DISCIPLINE

- a. All students participating in and/or attending the Vocational Center will be subject to the Geneseo Student Handbook in connection with student misconduct and discipline matters occurring on or in connection with the Vocational Center. The students' home school districts shall retain authority over student misconduct and disciplinary matters occurring outside of the Vocational Center. The parties agree that the Vocational Center, and by extension Geneseo, will provide student information as requested by Annawan in connection with student misconduct and discipline matters arising on or in connection with the Vocational Center.

4. STUDENT RECORDS

- a. The parties agree that Geneseo will provide student record information of Annawan students as authorized by the Illinois School Student Records Act and the Family Educational Rights and Privacy Act, and that participation of Annawan students in the Vocational Center program will require consent of a parent authorizing Geneseo to provide grades, disciplinary records, and other temporary and permanent student records to Annawan. Notwithstanding the above, each District shall be responsible for being the records custodian of its own students as further set forth in the Illinois School Student Records Act.

5. INDEMNIFICATION

- a. Geneseo and Annawan agree to hold each other harmless from and indemnify each other against, any and all liability, damages, costs, and/or expenses, including reasonable attorneys' fees, arising from or relating to any and all claims made by, on behalf of, or against any of the students of either district attending and/or participating in the Vocational Center under this Agreement.


6. DURATION

- a. This Agreement shall commence August 1, 2026 and shall terminate at the conclusion of the 2026-2027 school term. This Agreement may be extended

for additional one-year periods upon the mutual written consent of Geneseo and Annawan.


6. MISCELLANEOUS

- a. 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 participating Parties and duly executed in writing by the authorized representatives of all participating Districts.
- b. Each District has taken all actions and obtained all necessary approvals from its Board in order to enter into this Agreement.
- c. This Agreement shall be governed by and interpreted and enforced pursuant to the laws of the State of Illinois.
- d. This Agreement shall be binding on and inure to the benefit of the successors of the Parties. No assignment of this Agreement or the rights and obligations hereunder shall be permitted.
- e. Nothing in this Agreement is intended, nor shall it be construed, to provide any rights to any third parties, and specifically is not intended nor to be construed as providing any promise or guarantee to any students of the availability of particular classes or programs. The Districts reserve all rights to determine the scope of the classes and/or programs to be offered.
- f. This Agreement may be executed in counterparts, each of which shall be treated as an original signature page, and shall have the same force and effect as though all parties executed the same signature page.



Superintendent, Geneseo CUSD 228

3-25-26
Date



Superintendent, Annawan CUSD 226

5/5/26
Date