

## **INTERGOVERNMENTAL AGREEMENT FOR PHYSICAL THERAPIST SHARED SERVICES**

THIS AGREEMENT is made as of this 20th day of May, 2026 by and between the Boards of Education of Lake Villa School District No. 41, Lake County, Illinois (or "School District 41") and Gavin School District 37, Lake County, Illinois (or "School District 37"). The parties will be collectively referred to herein as "School Districts."

### **WITNESSETH:**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution and Illinois statutes, including without limitation the Intergovernmental Cooperation Act of the State of Illinois, 5 ILCS 220/1 et seq., encourage and permit cooperation between units of local government; and

**WHEREAS**, School District 41 employs a Physical Therapist as a full-time licensed professional employee and both School Districts believe that it is in their best and mutual interests to share this Physical Therapist's services going forward.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed as follows:

- **Shared Services.** Beginning with the commencement of the 2026-2027 school year, the Physical Therapist will spend approximately ten percent (10%) of their time (1/2 of one day per week) providing services to School District 37, and ninety percent (90%) of their time providing services to School District 41. A schedule or calendar shall be created and agreed to by the Districts' Superintendents. School District 41 will be the Physical Therapist's official employer and will pay their salary and benefits. School District 41 shall be the Physical Therapist's official employer for all purposes, including, without limitation, compensation, employment taxes, health insurance, worker's compensation, reduction in force and recall rights, pension reporting, collective bargaining unit eligibility, and termination, and shall assume all responsibility for compliance with all legal requirements and standards related to such employment. School District 41, as employer, will provide the formal evaluation of the Physical Therapist; School District 37 may choose to provide input into the Physical Therapist's formal evaluation.
- **Reimbursement for Services.** School District 37 shall reimburse School District 41 the following amounts under this Agreement:
  - an amount equal to ten percent (10%) of the amount expended by School District 41 as employer for the Physical Therapist's salary and benefits, including, but not limited to, payroll taxes, bonuses, pension and insurance costs. In the event the Physical Therapist is absent from scheduled services to School District 37 on more than five (5) occasions, and such missed services are not made up, at the end of the school year the calculated reimbursement of salary and benefits will be prorated to reflect the percentage of scheduled services actually performed during the school year and such proration shall be reflected in the final invoice. This information will be provided by School District 37 and communicated to the School District 41 Business Office by June 15; and

- an amount equal to ten percent (10%) of all costs for the Physical Therapist's professional development paid by School District 41 (e.g., registration fees for conferences/workshops, mileage/travel, lodging, etc.);
- an amount equal to ten percent (10%) of the costs incurred by School District 41 for any new technology or products subscriptions or licenses or equipment costs that will be used by the Physical Therapist in providing services to both School Districts as needed, to the extent such costs are attributable to the availability of such technology, products, subscriptions, licenses or equipment during term of this Agreement; and
- an amount equal to fifty percent (50%) of the expense reimbursement for mileage paid by School District 41 to the Physical Therapist for travel between the school districts.

The above reimbursements shall be paid by School District 37 twice per year, based on itemized invoices provided by School District 41. The first invoice shall be for services provided during the first half of the school year and shall be issued no later than December 30 of each school year, with payment due no later than January 30 of the same school year. The second invoice shall be issued no later than June 5 of each year, with payment due no later than June 30. School District 41 will provide School District 37 with an itemized estimate of the annual reimbursement amount by August 1 each year.

- **Term of Agreement.** This Agreement will be effective on the date it has been signed by both Parties and shall continue on a year-to-year basis (i.e. July 1-June 30) unless and until one of the School Districts gives written notice of its intent to terminate the Agreement at the end of a school year. This written notice must be received by the nonterminating School District by February 1st of the last school year in which the Agreement will be in effect.
- **Notice.** Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To School District 41:  
 Lake Villa School District 41  
 131 McKinley Avenue  
 Lake Villa, IL 60046  
 Attn: Superintendent

To School District 37:  
 Gavin School District 37  
 25775 W. Highway 134  
 Ingleside, IL 60041  
 Attn: Superintendent

- **Insurance and Indemnification.** Both School Districts agree to maintain their own liability insurance coverage for the Physical Therapist which shall apply to cover all claims arising from the Physical Therapist's provision of or failure to provide services on behalf of that District (e.g. at that District or with respect to that District's students). To the extent either District has exposure for a claim not covered by insurance, or in the

event either District ceases to have liability coverage, School District 37 agrees to indemnify School District 41 for any claims arising from allegations of action or inaction by School District 37, its board members, employees or agents, with respect to services provided pursuant to this Agreement, and School District 41 agrees to indemnify School District 37 for any claims arising from allegations of action or inaction by School District 41, its board members, employees or agents, with respect to services provided pursuant to this Agreement.

- **Worker's Compensation Insurance.** School District 41 shall be responsible for maintaining the worker's compensation insurance coverage for the Physical Therapist. School District 41 agrees to cooperate with School District 37 with respect to any worker's compensation claim arising out of or in the course of the Physical Therapist providing services at School District 37. Such cooperation shall include, but not be limited to, providing information and copies of all necessary documentation, completing paperwork and providing witness testimony or cost for benefits granted to the Physical Therapist resulting from the claim
- **Amendments.** This Agreement may be modified or amended only by written agreement executed by the School Districts.
- **Applicable Law.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois.
- **Binding Effect.** 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.
- **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions and understandings between School Districts relative to this subject, and there are no promises, agreements or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

**IN WITNESS WHEREOF,** the School Districts have caused this Agreement to be executed on the dates set forth below.

**BOARD OF EDUCATION  
GAVIN SCHOOL DISTRICT 37  
LAKE COUNTY, ILLINOIS**

**BOARD OF EDUCATION  
LAKE VILLA SCHOOL DISTRICT 41  
LAKE COUNTY, ILLINOIS**

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

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

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary