TOWNSHIP 38 NORTH, RANGE 12 EAST www.lyonstto.net

BOARD OF SCHOOL TRUSTEES Shakana L. Kirksey, President Carol A. McGowan, Trustee William G. Channell, Trustee Dr. David Negron, Trustee

Joseph M. Bonomo, Trustee Ryan M. Leonard, Trustee Dr. Joseph R. Rojek, Trustee 6438 Joliet Road, Unit 103 Countryside, IL 60525 Phone 708-352-4480 Fax 708-888-5651

NOTICE

NOTICE OF A MEETING OF THE BOARD OF TRUSTEES OF THE LYONS TOWNSHIP SCHOOL TREASURER'S OFFICE

July 15, 2025 – 4:00 p.m.

The Board of Township Trustees of Schools, Range 38 North, Range 12 East, Illinois (Lyons Township) has called a meeting on July 15, 2025, at 4:00 p.m., at the Lyons Township School Treasurer's Office, 6438 Joliet Road, Unit 103, Countryside, IL 60525.

AGENDA

- 1. <u>Call to Order & Roll Call</u>
- 2. Pledge of Allegiance
- 3. Public Comments
- 4. Review/Approval of Minutes (Action Item)

Board of School Trustees review and approval of the Lyons Township School Treasurer's minutes of:

- June 17, 2025 LTTO Open Meeting
- June 17, 2025 LTTO Closed Meeting
- June 30, 2025 LTTO Open Meeting
- 5. Treasurer's Report
- 6. Review the Lyons Township Treasurer's Financial Reports

Board of School Trustees discussion and review of the Lyons Township school Treasurer's financial statements for the following months as presented:

7. NEW BUSINESS:

- FY2024 Pro Rata Receivables
- West 40 FY2025 Pro Rata Billing
- FY2026 Board of School Trustees Meeting Dates (Action Item)
- School District 104 board approved resolution appointing Dr. David Negron to Lyons Township Trustees of Schools

TOWNSHIP 38 NORTH, RANGE 12 EAST www.lyonstto.net

BOARD OF SCHOOL TRUSTEES Shakana L. Kirksey, President Carol A. McGowan, Trustee William G. Channell, Trustee Dr. David Negron, Trustee

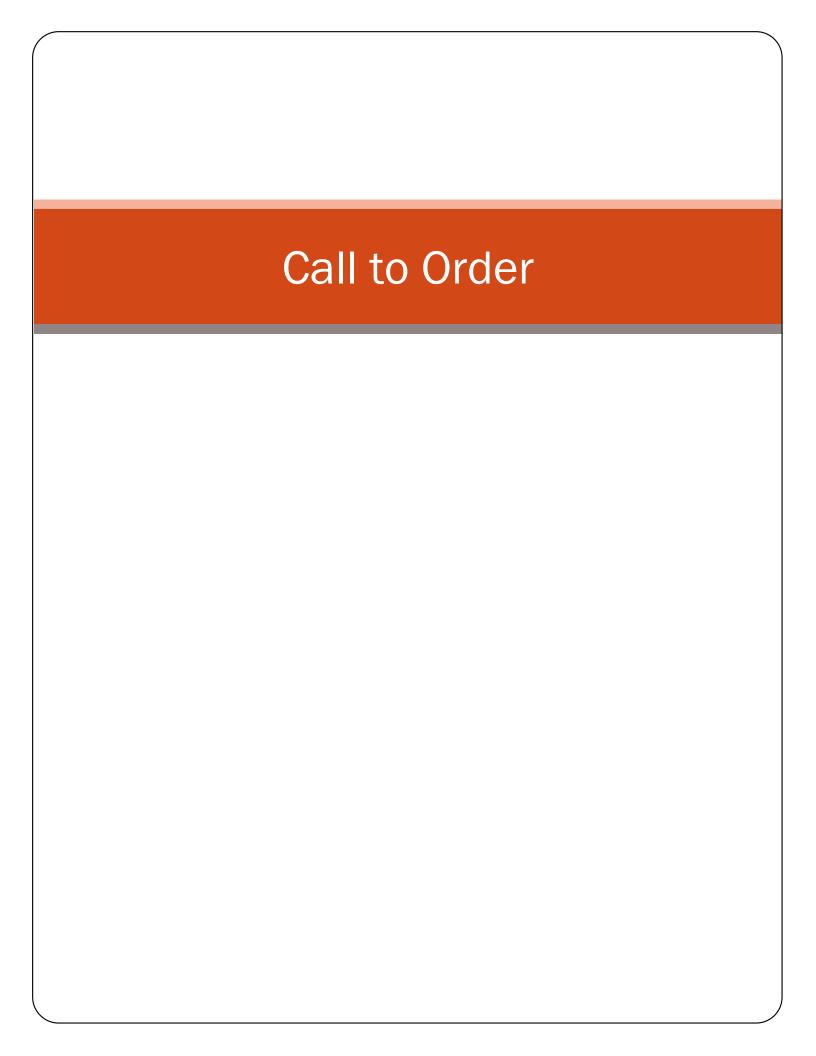
Joseph M. Bonomo, Trustee Ryan M. Leonard, Trustee Dr. Joseph R. Rojek, Trustee 6438 Joliet Road, Unit 103 Countryside, IL 60525 Phone 708-352-4480 Fax 708-888-5651

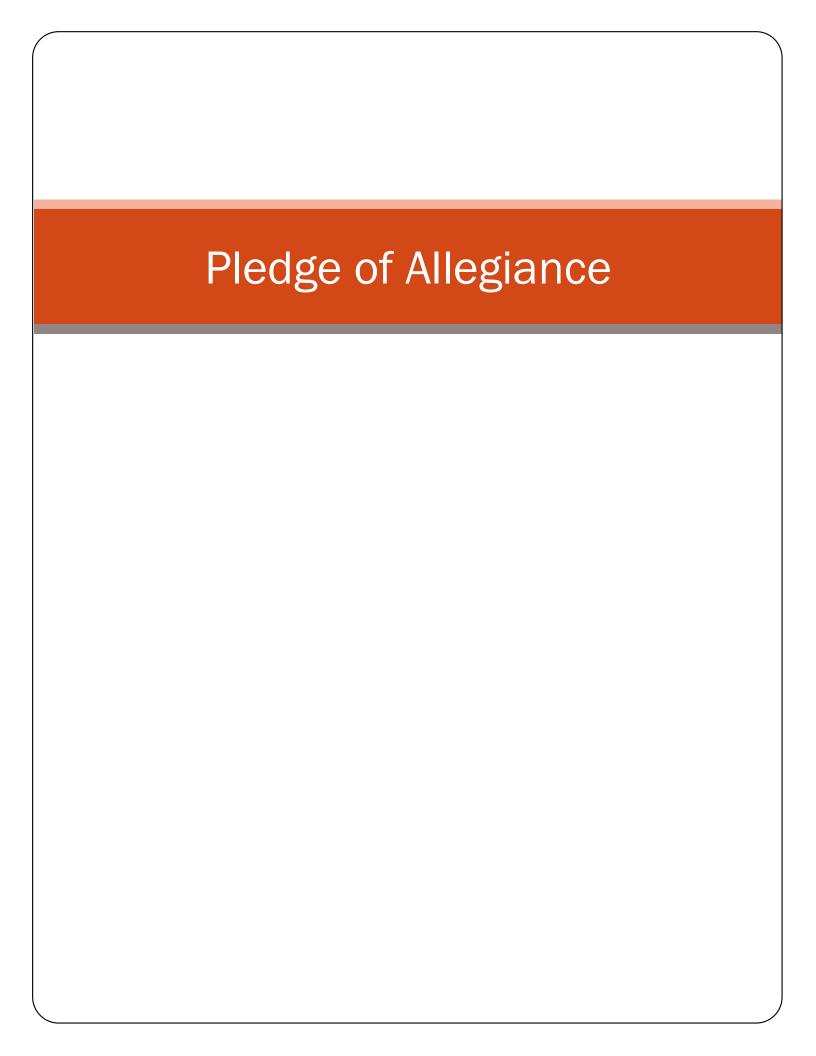
8. <u>OLD BUSINESS:</u>

• Matters related to the withdrawal of Member Districts from the Township Trustees of Schools, Township 38 North, Range 12 East, County of Cook, State of Illinois at the conclusion of FY2025

9. <u>Motion to suspend the Board Meeting for the purpose of entering Closed</u> Session – (Action Item)

- Illinois Open Meetings Act, (5 ILCS 120/2 (c)(1), "Discussion on the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body."
- 10. Motion to reconvene the Board Meeting of the Board of Trustees (Action Item)
- 11. Action as a result of Closed Session (Action Item)
 - LTTO Employment Contract
- 12. Adjournment







Review/Approval of Minutes

June 17, 2025 - Open Session

June 17, 2025 - Closed Session

June 30, 2025 - Open Session

TOWNSHIP 38 NORTH, RANGE 12 EAST www.lyonstto.net

BOARD OF SCHOOL TRUSTEES

Shakana L. Kirksey, President William G. Channell, Trustee Carol A. McGowan, Trustee Zachary T. Stokes, Trustee Tonisha Sibley, Trustee

Dr. Troy J. Whalen, Trustee Steven J. Smidl, Trustee

Griffin L. Sonntag, Trustee Joseph M. Bonomo, Trustee Ryan M. Leonard, Trustee Dr. Catherine A. Hannigan, Trustee Dr. Joseph R. Rojek II, Trustee 6438 Joliet Road, Unit 103 Countryside, IL 60525 Phone 708-352-4480 Fax 708-888-5651

Minutes of the Special Meeting of the Board of Trustees of the Lyons Township School Treasurer's Office June 17, 2025 – 6:00 p.m.

Call to Order

Trustee McGowan called the meeting to order at 6:25 p.m.

	In Attendance	Absent
Ms. Shakana L. Kirksey	<u> </u>	X
Ms. Jessica A. Doherty		X
Ms. Carol A. McGowan	X	
Mr. Zachary T. Stokes	X	
Ms. Tonisha Sibley	X	
Mr. William G. Channell		X
Dr. Troy J. Whalen		X
Mr. Steven J. Smidl	X	
Ms. Catherine A. Hannigan		X
Mr. Griffin L. Sonntag	X	
Mr. Joseph M. Bonomo	X	
Mr. Ryan M. Leonard	X	
Dr. Joseph R. Rojek II	X	

Staff Members Present

Mr. Kenneth T. Getty, Treasurer

Other Guests Present

Ms. Claudia E. Castro, Attorney for LTTO

Ms. Cynthia Schilsky, LaGrange

Ms. Kathleen Graffam, Indian Head Park

Pledge of Allegiance

Public Comments—

None.

Nomination & Election of President Pro-Tem

Trustee Sonntag motioned to appoint Trustee McGowan as President Pro-Tem for this meeting. **Trustee Sibley seconded the motion**. **Trustee McGowan** accepted the nomination.

Roll Call: Aves: McGowan, Sibley, Smidl, Sonntag, Bonomo, Leonard, Rojek

Nays: None

Absent: Kirksey, Doherty, Channell, Whalen, Hannigan,

Abstain: None

Motion carried.

Review/Approval of Meeting Minutes

Trustee Sonntag motioned to approve the April 24, 2025 Open Session, April 24, 2025 Closed Session, May 6, 2025 Open Session, May 20, 2025 Open Session, and May 20, 2025 Closed Session meeting minutes. **Trustee Smidl seconded the motion.**

Roll Call: Ayes: McGowan, Smidl, Sonntag, Bonomo, Rojek

Nays: Stokes

Absent: Kirksey, Doherty, Channell, Whalen, Hannigan

Abstain: Sibley, Leonard

Motion carried.

Treasurer's Report

Treasurer Getty Treasurer Getty provided updates on the transition to Treasurer-elect Jim Fitton, status of IT upgrades (including a full migration to a cloud-based server), and preparations for the fiscal year end.

Review the Lyons Township Treasurer's Financial Reports

The Board of School Trustees reviewed and discussed the Lyons Township School Treasurer's May 2025 financial statements.

Review/Approval of Payables Lists

Trustee Smidl motioned to approve June 17, 2025, LTTO payables in the amount of \$27,574.84, as presented. **Trustee Rojek seconded the motion.**

Roll Call: Ayes: McGowan, Sibley, Smidl, Sonntag, Bonomo, Leonard, Rojek

Nays: Stokes

Absent: Kirksey, Doherty, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

Review of Review School Districts Official Records

The Board of School Trustees reviewed and discussed the Member Districts' April 2025 financial statements.

NEW BUSINESS:

Acceptance of Trustee Doherty's Letter of Resignation effective May 5, 2025

Trustee Sibley motioned to accept Trustee Doherty's letter of resignation, as presented. **Trustee Sonntag seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Doherty, Channell, Whalen, Hannigan

Abstain: None

FY2024 Pro Rata Receivables

Treasurer Getty presented an informational chart outlining Pro Rata's outstanding receivables for FY2024.

Board of School Trustees Future Meeting Dates – Fiscal Year 2026

Trustee Rojek motioned to schedule a Special Meeting on Monday, June 30, 2025 at 1:00 p.m. and reschedule the July 7, 2025 Regular Meeting to July 15, 2025 at 4:00 p.m.. **Trustee Leonard seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

RESOLUTION NO. 2025-01 - A RESOLUTION FOR THE APPOINTMENT OF IMRE AUTHORIZED AGENT FOR THE TOWNSHIP TRUSTEES OF SCHOOLS, TOWNSHIP 38 NORTH, RANGE 12 EAST, COUNTY OF COOK, STATE OF ILLINOIS

Trustee Sibley motioned to approve RESOLUTION NO. 2025-01, as presented. **Trustee Sonntag seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

<u>RESOLUTION NO. 2025-02 - A RESOLUTION TO ESTABLISH SIGNING</u> AUTHORITY ON BEHALF OF THE LYONS TOWNSHIP TRUSTEES OF SCHOOLS

The Trustees reviewed the draft resolution and provided feedback requesting that it be revised to designate President Shakana L. Kirksey, Trustee Dr. Joseph R. Rojek II, and Treasurer James T. Fitton as authorized signatories on behalf of the Lyons Township Trustees of Schools for FY2026. Board Attorney Claudia Castro will revise the resolution accordingly. The updated version will be included for action on the July 2025 meeting agenda. No action was taken at this meeting.

Lyons Township School Treasurer's Employee Insurance Benefits Renewal

Trustee Rojek motioned to approve the Lyons Township School Treasurer's Employee Insurance Benefits Renewal, as presented. **Trustee Smidl seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Review/Approval of Cyber Liability Insurance Policy – FY2026

Trustee Smidl motioned to approve the Cyber Liability Insurance Policy for Fiscal Year 2026, as presented. **Trustee Rojek seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

Review/Approval of Lyons Township School Treasurer's Surety Bond – FY2026

Trustee Smidl motioned to approve the Lyons Township School Treasurer's Surety Bond for Fiscal Year 2026, as presented. **Trustee Rojek seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

FY2025 Proposed Amended Budget

Trustee Sonntag motioned to approve the Lyons Township School Treasurer's Amended Budget for Fiscal Year 2025, as presented. **Trustee Rojek seconded the motion.**

Roll Call: Ayes: McGowan, Smidl, Sonntag, Bonomo, Leonard, Rojek

Nays: Stokes, Sibley

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

Intergovernmental Agreement – Western Springs District 101

Trustee Sibley motioned to approve Intergovernmental Agreement with Western Springs District 101, as presented. **Trustee Rojek seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

Intergovernmental Agreement – LaGrange North District 102

Trustee Stokes motioned to approve to approve Intergovernmental Agreement with LaGrange North District 102, as presented. **Trustee Sonntag seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Navs: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

<u>Intergovernmental Agreement – LaGrange South District 105</u>

Trustee Stokes motioned to motion to approve Intergovernmental Agreement with LaGrange South District 105 with Approval Contingent Upon LaGrange South District 105 Board of Education Approval, as presented. **Trustee Sonntag seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

Intergovernmental Agreement – LaGrange Highlands District 106

Trustee Smidl motioned to motion to approve Intergovernmental Agreement with LaGrange Highlands District 106 with Approval Contingent Upon LaGrange Highlands District 106 Board of Education Approval, as presented. **Trustee Stokes seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

Intergovernmental Agreement – Pleasantdale District 107

Trustee Smidl motioned to motion to approve Intergovernmental Agreement with Pleasantdale District 107 with Approval Contingent Upon Pleasantdale District 107 Board of Education Approval, as presented. **Trustee Sibley seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Navs: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

OLD BUSINESS:

D204 Uncollected Pro Rata FY2000-FY2012 Receivables

Treasurer Getty presented an informational chart outlining District 204 Uncollected Pro Rata's outstanding receivables for FY2000-FY2021.

Treasurer Position Contract (Effective 07/01/2025)

Trustee Sibley motioned to motion to approve the Treasurer's Position Contract Effective July 1, 2025, as presented. **Trustee Rojek seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Navs: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Matters related to the withdrawal of Member Districts from the Township Trustees of Schools, Township 38 North, Range 12 East, County of Cook, State of Illinois at the conclusion of FY2025

The Board engaged in a discussion regarding the ongoing withdrawal process for the five Member Districts scheduled to exit the Lyons Township Trustees of Schools at the conclusion of FY2025. Trustees emphasized the importance of ensuring that all fiscal reconciliations, closing procedures, and year-end transfers are accurate and reflect the most current financial data. A special meeting was scheduled for June 30, 2025, to approve final documents, wire transfers, and complete the transition process in a timely and compliant manner.

<u>Trustee Smidl made a motion at 7:28 p.m. to suspend the Open Session Board Meeting for</u> the purpose of entering Closed Session.

• *Illinois Open Meetings Act, (5 ILCS 120/2 (c)(1),* "Discussion on the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body."

Trustee Leonard seconded the motion.

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

Motion to reconvene the Open Session Board Meeting of the Board of Trustees

Trustee Sibley motioned at 7:55 p.m. to reconvene the May 20, 2025, Open Session Board Meeting. Trustee Sonntag seconded the motion.

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Navs: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

Action as a Result of Closed Session

Trustee Rojek motioned to approve a 4% salary increase for LTTO employees for FY2026. **Trustee Leonard seconded the motion.**

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

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Trustee Stokes motioned at 7:56 p.m. to adjourn the June 17, 2025, Open Session Board Meeting. Trustee Smidl seconded the motion.

Roll Call: Ayes: McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard,

Rojek

Nays: None

Absent: Kirksey, Channell, Whalen, Hannigan

Abstain: None

Motion carried.

Date: _____

Minutes Approved by:	
President Shakana L. Kirksey	Trustee Carol A. McGowan
Trustee Zachary T. Stokes	Trustee Tonisha Sibley
Trustee William G. Channell	Trustee Dr. Troy J. Whalen
Trustee Steven J. Smidl	Trustee Dr. Catherine A. Hannigan
Trustee Griffin L. Sonntag	Trustee Joseph M. Bonomo
Trustee Ryan M. Leonard	Trustee Dr. Joseph R. Rojek II

TOWNSHIP 38 NORTH, RANGE 12 EAST www.lyonstto.net

BOARD OF SCHOOL TRUSTEES Shakana L. Kirksey, President Carol A. McGowan, Trustee William G. Channell, Trustee

Dr. David Negron, Trustee

Joseph M. Bonomo, Trustee Ryan M. Leonard, Trustee Dr. Joseph R. Rojek, Trustee 6438 Joliet Road, Unit 103 Countryside, IL 60525 Phone 708-352-4480 Fax 708-888-5651

MINUTES OF THE <u>CLOSED</u> MEETING OF THE LYONS TOWNSHIP TRUSTEES OF SCHOOLS

June 17, 2025

1. Call to Order.

The Closed Session of the Lyons Township Trustees of Schools was called to order by McGowan at the Township School Treasurer's Office, 6438 Joliet Rd, Countryside, Illinois 60525, at 7:28 pm.

2. Roll Call.

Taken by Trustee McGowan. Present were Trustee Stokes, Trustee Sibley, Trustee Smidl, Trustee Sonntag, Trustee Bonomo, Trustee Leonard, and Trustee Rojek. Also present were Board Attorney Claudia E. Castro, Ken Getty, and Jim Fitton. Absent from closed session were President Kirksey, Trustee Doherty, Trustee Channell, Trustee Whalen, and Trustee Hannigan.

3. Personnel.

Ken Getty announced that Cathy Pavlik will be retiring in August. He also mentioned that he and Jim Fitton discussed that staffing levels will need to be adjusted in the new fiscal year. He said a financial service coordinator is to be let go in July. Ken Getty also asked the Trustees for an increase in compensation for the LTTO staff for FY2026. A discussion ensued and the Trustees agreed to a 4% raise. He also mentioned that Dr. David Negron would be replacing Dr. Troy Whalen for SD104.

4. Adjournment.

Trustee Sibley moved to adjourn the Closed Session. Trustee Sonntag seconded the motion. Closed session was adjourned by unanimous vote at 7:54 pm.

TOWNSHIP 38 NORTH, RANGE 12 EAST www.lyonstto.net

BOARD OF SCHOOL TRUSTEES Shakana L. Kirksey, President Carol A. McGowan, Trustee William G. Channell, Trustee Dr. David Negron, Trustee

Date:____

Joseph M. Bonomo, Trustee Ryan M. Leonard, Trustee Dr. Joseph R. Rojek, Trustee 6438 Joliet Road, Unit 103 Countryside, IL 60525 Phone 708-352-4480 Fax 708-888-5651

Minutes Approved by:
President Shakana L. Kirksey
Trustee Carol A. McGowan
Trustee William Channell
Trustee Dr. David Negron
Trustee Joseph M. Bonomo
Trustee Ryan M. Leonard
Trustee Dr. Joseph R. Rojek

TOWNSHIP 38 NORTH, RANGE 12 EAST www.lyonstto.net

BOARD OF SCHOOL TRUSTEES

Shakana L. Kirksey, President William G. Channell, Trustee Carol A. McGowan, Trustee Zachary T. Stokes, Trustee Tonisha Sibley, Trustee

Dr. Troy J. Whalen, Trustee Steven J. Smidl, Trustee Dr. Catherine A. Hannigan, Trustee

Griffin L. Sonntag, Trustee Joseph M. Bonomo, Trustee Ryan M. Leonard, Trustee Dr. Joseph R. Rojek II, Trustee 6438 Joliet Road, Unit 103 Countryside, IL 60525 Phone 708-352-4480 Fax 708-888-5651

Minutes of the Special Meeting of the Board of Trustees of the Lyons Township School Treasurer's Office June 30, 2025 – 1:00 p.m.

Call to Order

Trustee McGowan called the meeting to order at 1:11 p.m.

	In Attendance	Absent
Ms. Shakana L. Kirksey		X
Ms. Carol A. McGowan	X	
Mr. Zachary T. Stokes		X
Ms. Tonisha Sibley	X	
Mr. William G. Channell		X
Dr. Troy J. Whalen	X	
Mr. Steven J. Smidl	X	
Ms. Catherine A. Hannigan	X	
Mr. Griffin L. Sonntag	X	
Mr. Joseph M. Bonomo		X
Mr. Ryan M. Leonard	X	
Dr. Joseph R. Rojek II	X	

Staff Members Present

Mr. James T. Fitton, Treasurer Designate

Other Guests Present

Ms. Claudia E. Castro, Attorney for LTTO

Dr. Ellie Ambuehl, Executive Director for LADSE

Pledge of Allegiance

Public Comments—

None.

Nomination & Election of President Pro-Tem

Trustee Hannigan motioned to appoint Trustee McGowan as President Pro-Tem for this meeting. **Trustee Sonntag seconded the motion**. **Trustee McGowan** accepted the nomination.

Roll Call: Aves: McGowan, Sibley, Channell, Smidl, Hannigan, Sonntag, Leonard,

Rojek

Nays: None

Absent: Kirksey, Stokes, Whalen, Bonomo

Abstain: None

Motion carried.

Review/Approval of Payables Lists

Trustee Sibley motioned to approve June 30, 2025, LTTO payables in the amount of \$15,877.00, as presented. **Trustee Hannigan seconded the motion.**

Roll Call: Ayes: McGowan, Sibley, Channell, Smidl, Hannigan, Sonntag, Leonard,

Rojek

Nays: None

Absent: Kirksey, Stokes, Whalen, Bonomo

Abstain: None

Motion carried.

NEW BUSINESS:

West 40 – FY2025 Pro Rata Pre-Billing per Intergovernmental Agreement

Trustee Hannigan suggested that Designate Treasurer Fitton contact West 40 directly.

OLD BUSINESS:

D204 Uncollected Pro Rata FY2000-FY2012 Receivables

Treasurer Designate Fitton presented an informational chart outlining District 204 Uncollected Pro Rata's outstanding receivables for FY2000-FY2012.

FY2024 Pro Rata Receivables

Treasurer Designate Fitton presented an informational chart outlining District 204 Uncollected Pro Rata's outstanding receivables for FY2024. There was no discussion.

<u>Matters related to the withdrawal of Member Districts from the Township Trustees of Schools, Township 38 North, Range 12 East, County of Cook, State of Illinois at the conclusion of FY2025</u>

Discussion:

Treasurer Designate Fitton presented a financial summary regarding the planned withdrawal of five Member Districts from the Lyons Township Trustees of Schools, effective July 1, 2025. A detailed table was shared, outlining the estimated fund balances which will be transferred to each of the exiting districts.

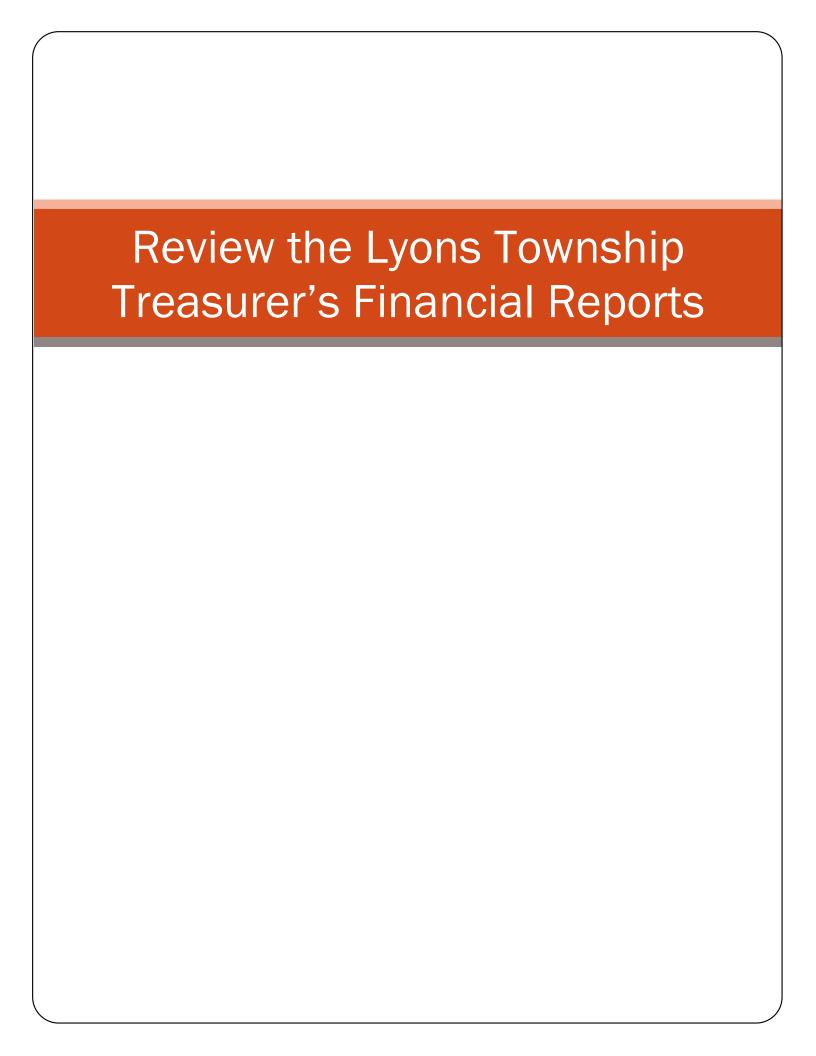
The transfer amounts were calculated based on the projected ending fund balances as of June 30, 2025. From these projections, a 15% holdback was applied to each district's balance to account for any final adjustments or unforeseen obligations. The Trustees agreed that these funds will be kept in a separate account for each district affected.

It was agreed that the remaining funds will be transferred on September 29, 2025.

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Date: _____

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				urn the June 30, 2025, Open Sess	ion Board
Meeting. Tr i	ustee Sonntag	seconded the	motion.		
Roll Call:	Ayes:	McGowan, Rojek	Sibley, C	hannell, Smidl, Hannigan, Sonnta	ag, Leonard,
	Nava	None			
	Nays:		1 3371	1 D	
	Absent:		okes, wna	alen, Bonomo	
	Abstain:	None			
Motion carr	ried.				
	_				
The Board	meeting was a	djourned at 1	:30 p.m.		
Minutes Ap	nuovad by				
vimutes Ap	proved by:				
President S	hakana L. Kir	:ksey		Trustee Carol A. McGowan	
Frustee Wil	liam G. Chan	nell		Trustee Dr. David Negron	
Trustee Jose	eph M. Bonon	no		Trustee Ryan M. Leonard	
	1			v	
Trustee Dr.	Joseph R. Ro	jek II			
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Lyons Township Trustee of Schools

Account Level Operating Statement For the Period 7/1/24 through 6/30/25 **DRAFT**

REVENUE

Account	Description	YTD	Budget	Budget Balance	Percent
10.4.1940.0000.000.4001	PRORATA - CURRENT YEAR	-(\$1,317,128)	-(\$1,462,970)	-(\$145,841)	10.0%
10.4.1940.0000.000.4002	PRORATA - IMMEDIATE PRIOR YEAR	-(\$392,656)	-(\$392,656)	\$0	0.0%
10.4.1950.0000.000.0000	PRORATA - D204 Uncollected FY00-FY12	-(\$1,221,069)	-(\$1,235,828)	-(\$14,759)	1.2%
10.4.1980.0000.000.0000	MUNICIPAL INVESTMENT SERVICES	-(\$1,333)	-(\$1,333)	-(\$0)	0.0%
10.4.1999.0000.000.0000	OTHER LOCAL REVENUES	\$0	\$0	\$0	-
	REVENUE	-(\$2,932,187)	-(\$3,092,787)	-(\$160,600)	5.2%

EXPENDITURE

Account	Description	YTD	Budget	Budget Balance	Percent
10.5.2520.1000.000.5001	•	\$199,769	\$195,015	-(\$4,754)	102.4%
10.5.2520.1000.000.5004	SALARIES - FINANCIAL SERVICES COORDINATOR	\$79,203	\$79,204	\$1	100.0%
10.5.2520.1000.000.5008	SALARIES - DIRECTOR OF OPERATIONS	\$92,605	\$89,000	-(\$3,605)	104.1%
10.5.2520.1000.000.5012	SALARIES - SENIOR ACCOUNTANT	\$91,877	\$89,000	-(\$2,877)	103.2%
10.5.2520.1000.000.5016	SALARIES - FINANCIAL SERVICES COORDINATOR	\$65,212	\$62,816	-(\$2,396)	103.8%
10.5.2520.1000.000.5017	SALARIES - FINANCIAL SERVICES COORDINATOR	\$46,782	\$46,571	-(\$211)	100.5%
10.5.2520.2120.000.0000	BENEFITS - IMRF	\$33,642	\$33,732	\$90	99.7%
10.5.2520.2130.000.0000	FICA	\$45,520	\$46,290	\$770	98.3%
10.5.2520.2140.000.0000	MEDICARE	\$11,712	\$10,826	-(\$886)	108.2%
10.5.2520.2210.000.0000	LIFE INSURANCE	\$516	\$578	\$62	89.3%
10.5.2520.2220.000.0000	MEDICAL INSURANCE	\$79,679	\$78,000	-(\$1,679)	102.2%
10.5.2520.2230.000.0000	DENTAL INSURANCE	\$3,731	\$3,650	-(\$81)	102.2%
10.5.2520.2341.000.0000	VISION INSURANCE	\$493	\$485	-(\$8)	101.7%
10.5.2520.3100.000.0000	CPA SERVICES	\$17,145	\$14,000	-(\$3,145)	122.5%
10.5.2520.3100.000.0019	PROGRAMMING & TRAINING	\$0	\$0	\$0	-
10.5.2520.3100.000.0023	PROF. & TECH. SERVICES - IT	\$16,363	\$13,963	-(\$2,400)	117.2%
10.5.2520.3160.000.0000	ANNUAL I.V. LICENSE	\$161,102	\$161,102	-(\$0)	100.0%
10.5.2520.3160.000.0027	SOFTWARE	\$7,347	\$6,651	-(\$696)	110.5%
10.5.2520.3170.000.0000	AUDIT/FINANCIAL SERVICES	\$32,900	\$32,900	\$0	100.0%
10.5.2520.3180.000.0000	LEGAL SERVICES	\$51,780	\$45,638	-(\$6,142)	113.5%
10.5.2520.3180.000.0001	DISTRICT 204 - LITIGATION	\$296,164	\$296,164	\$0	100.0%
10.5.2520.3190.000.0000	OTHER PROFESSIONAL AND TECHNICAL SERVICES	\$21,425	\$21,425	\$0	100.0%
10.5.2520.3200.000.0000	PROPERTY SERVICES	\$0	\$0	\$0	-
10.5.2520.3250.000.0000	RENTALS	\$48,600	\$48,600	\$0	100.0%
10.5.2520.3250.000.0003	COPIER & PRINTER LEASE	\$6,809	\$7,276	\$467	93.6%
10.5.2520.3330.000.0000	MEETING EXPENSE	\$671	\$571	-(\$100)	117.6%
10.5.2520.3400.000.0005	POSTAGE	\$94	\$600	\$506	15.6%
10.5.2520.3400.000.0008	INTERNET	\$4,270	\$4,270	\$0	100.0%
10.5.2520.3600.000.0000	PRINTING AND BINDING	\$19,848	\$19,850	\$2	100.0%
10.5.2520.3800.000.0011	RETIREE/COBRA BENEFITS	\$11,935	\$11,900	-(\$35)	100.3%
10.5.2520.3800.000.0013	COMMERCIAL PACKAGE	\$9,957	\$9,957	\$0	100.0%
10.5.2520.3800.000.0014	WORKERS COMPENSATION	\$1,264	\$1,264	\$0	100.0%
10.5.2520.3800.000.0016	PUBLIC OFFICIALS LIABILITY	\$0	\$10,000	\$10,000	0.0%
10.5.2520.3800.000.0017	CYBER LIABILITY	\$0	\$6,600	\$6,600	0.0%
10.5.2520.3800.000.2009	ILLINOIS DEPT OF EMPLOYMENT SECURITY	\$33,878	\$33,878	\$0	100.0%
10.5.2520.4100.000.0000	OFFICE SUPPLIES	\$10,956	\$9,597	-(\$1,359)	114.2%
10.5.2520.4400.000.0000	PERIODICALS	\$1,561	\$1,562	\$1	100.0%
10.5.2520.5500.000.0000	CAPITALIZED EQUIPMENT	\$2,200	\$2,200	\$0	100.0%
10.5.2520.6400.000.0000	DUES AND FEES	\$514	\$514	\$0	99.9%
	EXPENDITURE	\$1,507,523	\$1,495,649	-(\$11,874)	100.8%
	Net (Revenue)/Expense	-(\$1,424,663)	-(\$1,597,138)	-(\$172,475)	89.2%
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NEW BUSINESS

		Pro Ra	Rata Receivables - FY2024	, Va	bles - FY	72024	
District	드	Interest Earned	Billed	Paid	Ck Date	Amt Received	Balance Due
101	\$	266,263.71	\$ 80,432.06	×	6/16/2025	\$ 80,432.06	\$0.00
102	ş	540,638.28	\$ 169,440.71	×	5/29/2025	\$ 169,440.71	\$0.00
103	ئ	1,310,964.32	\$ 158,043.45	×	6/24/2025	\$ 158,043.45	\$0.00
104	\$	637,828.03	\$ 139,231.10	×	6/17/2025	\$ 139,231.10	\$0.00
105	\$	931,572.58	\$ 148,914.40	×	5/29/2025	\$ 148,914.40	\$0.00
106	\$	643,553.39	\$ 63,480.78	×	6/17/2025	\$ 63,480.78	\$0.00
1065	\$	224,061.78	\$ 128,555.31	×	6/30/2025	\$ 128,555.31	\$0.00
1067	\$	6,539.13	\$ 17,235.13	×	6/30/2025	\$ 17,235.13	\$0.00
107	\$	703,455.23	\$ 61,645.42	×	5/21/2025	\$ 61,645.42	\$0.00
108	\$	228,396.83	\$ 31,135.75	×	5/22/2025	\$ 31,135.75	\$0.00
109	\$	1,647,084.83	\$ 172,054.25	X	6/17/2025	\$ 172,054.25	\$0.00
2045	\$	233,586.95	\$ 96,163.57	×	6/13/2025	\$ 96,163.57	\$0.00
217	\$	1,985,940.28	\$ 196,586.98	×	6/16/2025	\$ 196,586.98	\$0.00
Total	\$	9,359,885.34	\$ 1,462,918.91			\$1,462,918.91	\$0.00

Lyons Township School Treasurer's Office

INVOICE

6438 Joliet Road, Unit 103 Countryside, IL 60525 (708) 352-4480 (708) 888-5651 FAX

INVOICE: No. 26

DATE: June 30, 2025

West 40 Intermediate Service Center #2 4413 Roosevelt Road #104 Hillside, IL 60162 708-449-4284

Lyons TTO Fiscal Services	PAYMENT DUE
Pro-Rata Billing FY2025 per Intergovernmental Agreement	July 1, 2025

DESCRIPTION	TOTAL
FY2025 Pro Rata Pre-Billing for services rendered to West 40	\$ 128,555.31
based on FY2024 Pro-Rata Billing	
FY2025 Pro Rata Pre-Billing for services rendered to Philip J. Rock	\$ 17,235.13
based on FY2024 Pro-Rata Billing	
TOTAL DUE	\$ 145,790.44

Make all checks payable to Lyons Township School Treasurer's Office **THANK YOU!**



TOWNSHIP 38 NORTH, RANGE 12 EAST www.lyonstto.net

BOARD OF SCHOOL TRUSTEES Shakana L. Kirksey, President

Carol A. McGowan, Trustee
William G. Channell, Trustee
Dr. David Negron, Trustee

Joseph M. Bonomo, Trustee Ryan M. Leonard, Trustee Dr. Joseph R. Rojek, Trustee 6438 Joliet Road, Unit 103 Countryside, IL 60525 Phone 708-352-4480 Fax 708-888-5651

PROPOSED BOARD OF TRUSTEES MEETINGS 2025 – 2026

Every Third Monday of every month

- August 18, 2025
- September 15, 2025
- October 20, 2025
- November 17, 2025
- December 15, 2025
- *January 26, 2026
- *February 23, 2026
- March 16, 2026
- April 20, 2026
- May 18, 2026
- June 15, 2026

^{*}Moved to the Fourth Monday due to a national holiday conflict

AMENDED RESOLUTION APPOINTING MEMBER TO SERVE AS THE TOWNSHIP OF SCHOOLS TRUSTEE FOR SCHOOL DISTRICT 104

- WHEREAS under Article 10, Section 20.5 of the Illinois School Code, the Board of Education (the "School Board") of School District I04 (the "School District") has the power to adopt and enforce all necessary rules for management and governance of the public schools of their district; and
- WHEREAS, the General Assembly recently passed Public Act 103-0790 which requires certain school boards to appoint one member of the school board or one school employee to serve as a trustee of schools of the township; and
- WHEREAS, the appointment of such individual shall not serve longer than 2 years unless reappointed by the school board to renew; and
 - WHEREAS, The School District previously appointed Dr. Troy Whalen, part-time business manager; and
- **WHEREAS**, Dr. Troy Whalen is no longer able to serve as the Township Schools Trustee for School District 104 due to other obligations; and
- WHEREAS, the School District declares a vacancy in that seat and now seeks to appoint Dr. David Negron to serve as the Township Schools Trustee Member for School District 104 for the remainder of the two-year term.
- **NOW, THEREFORE, BE IT RESOLVED,** by the Board of Education of School District 104, Cook County, Illinois as follows:
- Section 1: That all recitals and legislative findings contained in the preambles to this Resolution are true and correct and are hereby incorporated into this Resolution as if fully set forth herein.
- <u>Section 2:</u> The School Board approves to appoint Dr. David Negron, Superintendent, to serve as the trustee for the Township Trustee of Schools on behalf of School District 104 for the remainder of the two-year term.
- Section 3: If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.
- <u>Section 4:</u> All resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.
- Section 5: This Resolution shall be in full force and effect from and after its passage provided by law.

ADOPTED by the Board of Education of School District 104, Cook County, Illinois this day 17th of June 2025, pursuant to roll call vote, as follows:

Board Members	Yes	No	Abstain	Absent
William Green	Х			
Evelyn Rangel	Х			
Luleta Dardovski	Х			
Travon Davis	Х			
Delia Cahue	Х			
Elaine Johnstone	Х			
Cynthia	Х			
Hernandez				

Dr. David Negron, Superintendent

OLD BUSINESS

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into by and between the Board of Education of Western Springs Elementary School District 101, a local school district organized under the laws of the State of Illinois with its principal office located in Cook County, Illinois, ("SD 101" or "District"), and Lyons Township Trustees of Schools, a local public entity organized under the laws of the State of Illinois with its principal office located in Cook County, Illinois, ("LTTO") (collectively, SD 101 and LTTO may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) (the "Act") authorizes public agencies to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies;

WHEREAS, the Parties are both public agencies under the laws of the State of Illinois and are authorized to enter into intergovernmental agreements;

WHEREAS, the LTTO currently provides a wide range of financial services for the school districts within Lyons Township; including, but not limited to: payroll, investment, financial reporting and the like;

WHEREAS, SD 101 is one of the entities that the LTTO currently serves;

WHEREAS, Public Act 103-0790, which became effective on August 9, 2024, which provides in part that school districts may withdraw from the jurisdiction and authority of the trustees of schools and of the township treasurer of the township of which such school district is located;

WHEREAS, SD 101, by a resolution adopted by at least 2/3 of the members of its Board of Education, has concluded it is in its best interest to withdraw from the LTTO; and

WHEREAS, based on the foregoing, the LTTO and SD 101 have concluded that it is in their best interest to cooperate and enter into this Agreement to memorialize the mutual agreements of the Parties regarding SD 101's withdrawal, as outlined herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, conditions, covenants and promises set forth herein, and in the spirit of intergovernmental cooperation, the Parties hereby agree as follows:

SECTION 1. WITHDRAWAL. SD 101 has elected to withdraw from the LTTO.

SECTION 2. EFFECTIVE DATE. This Agreement shall go into effect upon execution by both parties. The withdrawal of SD 101 on July 1, 2025.

SECTION 3. NEW TREASURER. SD 101 has appointed Zachary Stokes as its school treasurer pursuant to Section 8-1 of the Illinois School Code. (105 ILCS 5/8-1).

SECTION 4. REQUIRED TRANSFERS. As of July 1, 2025, (1) the LTTO shall no longer have or exercise any power or duties with respect to SD 101 or with respect to the business, operations, or assets of SD 101; (2) all books and records of the LTTO and all moneys, securities, loanable funds, and other assets relating to the school business and affairs of SD 101 shall be transferred and delivered to SD 101, allowing for a reasonable period of time not to exceed sixty (60) days to liquidate any pooled investments, except for those public records required to be retained under the retention laws as a public entity; and (3) all legal title to and all right, title, and interest formerly held by the LTTO in any common lands, buildings, or sites used and occupied by SD 101 and all rights of property and causes of action pertaining to or constituting a part of the common lands, buildings, or sites shall be deemed transferred by operation of law to and shall vest in the SD 101 board. (105 ILCS 5/5-1(d)).

As a result of this withdrawal, SD 101 shall not be responsible for any costs associated with the operation of the LTTO incurred after June 30, 2025. Any operational costs charged to SD 101 for fiscal year 2025 shall be limited to its prorata share incurred prior to July 1, 2025.

EFFECTIVE DATE OF WITHDRAWAL. To the extent assets of SD 101 are received by the LTTO following July 1, 2025, the LTTO shall notify Zachary Stokes, or the then-appointed treasurer for SD 101, immediately. Said funds shall then be transferred to SD 101 via wire transfer within three (3) business days of the LTTO's receipt of said funds. Failure to transfer such funds within three (3) business days of the LTTO's receipt of said funds shall be considered a breach of this Agreement and will enable SD 101 to pursue the LTTO for any damages or harm caused by the delay in transferring of the funds.

In the event the LTTO receives an invoice or voucher for payment on behalf of SD 101 after July 1, 2025, they shall forward said invoice or voucher to Zachary Stokes or the then-appointed treasurer for SD 101 immediately, but in no event later than three (3) business days after receipt of said invoice or voucher.

SECTION 6. UNDISTRIBUTED INTEREST 2025. The fifth (5th) quarter undistributed interest for Fiscal Year 2025 shall be allocated to all FY2025 LTTO Member Districts during the first or second quarter of Fiscal Year 2026, in accordance with LTTO's past practices, including to those school districts who were LTTO Member Districts during the 24-25 fiscal year. The distribution of FY2025 undistributed interest is expressly exempt from the transfer requirements outlined in Section 5 above.

SECTION 7. PRO-RATA BILLINGS. All pro-rata bills that have been approved by the Board of Trustees must be paid in full or the outstanding balance will be deducted from any transfer made after July 1. SD 101 shall agree to pay the FY2025 pro-rata billing within sixty (60) days of receiving and invoice for such. In the event that the LTTO is required to expend funds for administrative, legal or other costs brought about by the failure of SD 101 failing to pay its outstanding funds owed to the LTTO, such amounts expended, including attorney's fees shall be added to the sums due to the LTTO and shall be payable by SD 101.

SECTION 8. HOLD HARMLESS AND INDEMNIFICATION. (a) To the fullest extent allowed by law, SD 101 agrees to release, indemnify, and hold harmless the LTTO, its Board of Trustees, its employees, agents, and contractors, from and against all claims, liability, damages, demands, deficiencies, causes of actions and suits that arise due to any negligence committed by SD 101, its Board, employees, or agents following the LTTO's release of the funds, assets, books, and records of SD 101. In no way shall this Section be read as a waiver of SD 101's rights to pursue any action against the LTTO related to the LTTO's obligations under this Agreement or its release of the funds, assets, books, and records of SD 101. (b) To the fullest extent allowed by law, LTTO agrees to release, indemnify, and hold harmless SD 101, its Board of Education, employees, agents, and contractors, from and against all claims, liability, damages, demands, deficiencies, causes of action and suits that arise due to any negligence committed by LTTO, its Board of Trustees, employees, or agents following SD 101's withdrawal from the jurisdiction of the LTTO.

SECTION 9. RECITALS. The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

SECTION 10. SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof so long as the remainder of this Agreement expresses the intent of the Parties. If permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

SECTION 11. NOTICES. Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) via electronic means with confirmation of receipt; (b) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (c) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; or (d) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the LTTO, to:

Lyons Township Trustees of Schools and Treasurer's Office c/o Treasurer
6438 Joliet Road, Unit 103
Countryside, IL 60525
kgetty@lyonstto.net

If to SD 101, to:

Western Springs School District 101
Attn: Zachary Stokes
4225 Wolf Road
Western Springs, Illinois 60558
zstokes@d101.org

With a copy to:

Kriha Boucek, LLC
Attn: Kevin Gordon
1801 S. Meyer Rd, Suite 120
Oakbrook Terrace, IL 60181
kevin@krihaboucek.com

SECTION 12. ENTIRE AGREEMENT AND MODIFICATION. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties hereto. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof.

SECTION 13. EXECUTION. Each Party to this Agreement represents to the other that it will seek authority and approval of this Agreement within a reasonable period of time after receipt of the same. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

SECTION 14. IMMUNITIES. Neither Party, by entering into this Agreement, waives any immunity provided by local, state, or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101, et seq.).

SECTION 15. GOVERNING LAW. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Agreement shall be brought in the state courts of Cook County or in the federal courts in the Northern District of Illinois.

SECTION 16. COUNTERPARTS AND FACSIMILE. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

SECTION 17. REVIEW OF AGREEMENT. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

<u>SECTION 18. HEADINGS</u>. The headings used herein form no substantive part of this Agreement are for the convenience of the Parties only, and shall not be used to define, enlarge, or limit any term of this Agreement.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties the Effective Date:	have caused this Agreement to be executed as of
LYONS TOWNSHII	P TRUSTEES OF SCHOOLS
President Shakana L. Kirksey	Trustee Dr. Catherine A. Hannigan
Trustee Carol A. McGowan	Trustee Griffin L. Sonntag
Trustee Zachary T. Stokes	Trustee Joseph M. Bonomo
Trustee Tonisha Sibley	Trustee Ryan M. Leonard
Trustee William G. Channell	

Trustee Dr. Troy J. Whalen

Trustee Steven J. Smidl

Trustee Dr. Joseph R. Rojek II

BOARD OF EDUCATION, WESTERN SPRINGS ELEMENTARY SCHOOL DISTRICT 101

By: Mult ad

Dated: 6/16/25

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into by and between the Board of Education of LaGrange School District 102, a local school district organized under the laws of the State of Illinois with its principal office located in Cook County, Illinois, ("SD 102" or "District"), and Lyons Township Trustees of Schools, a local public entity organized under the laws of the State of Illinois with its principal office located in Cook County, Illinois, ("LTTO") (collectively, SD 102 and LTTO may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) (the "Act") authorizes public agencies to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies;

WHEREAS, the Parties are both public agencies under the laws of the State of Illinois and are authorized to enter into intergovernmental agreements;

WHEREAS, the LTTO currently provides a wide range of financial services for the school districts within Lyons Township; including, but not limited to: payroll, investment, financial reporting and the like;

WHEREAS, SD 102 is one of the entities that the LTTO currently serves;

WHEREAS, Public Act 103-0790, which became effective on August 9, 2024, provides in part that school districts may withdraw from the jurisdiction and authority of the trustees of schools and of the township treasurer of the township of which such school district is located;

WHEREAS, SD 102, by a resolution adopted by at least 2/3 of the members of its Board of Education, has concluded it is in its best interest to withdraw from the LTTO; and

WHEREAS, based on the foregoing, the LTTO and SD 102 have concluded that it is in their best interest to cooperate and enter into this Agreement to memorialize the mutual agreements of the Parties regarding SD 102's withdrawal, as outlined herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, conditions, covenants and promises set forth herein, and in the spirit of intergovernmental cooperation, the Parties hereby agree as follows:

SECTION 1. WITHDRAWAL. SD 102 has elected to withdraw from the LTTO.

SECTION 2. EFFECTIVE DATE. This Agreement shall go into effect upon execution by both parties. The withdrawal of SD 102 shall be official on July 1, 2025.

SECTION 3. NEW TREASURER. SD 102 has appointed Tonisha D. Sibley as its school treasurer pursuant to Section 8-1 of the Illinois School Code. (105 ILCS 5/8-1).

SECTION 4. REQUIRED TRANSFERS. As of July 1, 2025, (1) the LTTO shall no longer have or exercise any power or duties with respect to SD 102 or with respect to the business, operations, or assets of SD 102; (2) all books and records of the LTTO and all moneys, securities, loanable funds, and other assets relating to the school business and affairs of SD 102 shall be transferred and delivered to SD 102, allowing for a reasonable period of time not to exceed sixty (60) days to liquidate any pooled investments, except for those public records required to be retained under the retention laws as a public entity; and (3) all legal title to and all right, title, and interest formerly held by the LTTO in any common lands, buildings, or sites used and occupied by SD 102 and all rights of property and causes of action pertaining to or constituting a part of the common lands, buildings, or sites shall be deemed transferred by operation of law to and shall vest in the SD 102 board. (105 ILCS 5/5-1(d)).

As a result of this withdrawal, SD 102 shall not be responsible for any costs associated with the operation of the LTTO incurred after June 30, 2025. Any operational costs charged to SD 102 for fiscal year 2025 shall be limited to its prorata share incurred prior to July 1, 2025.

EFFECTIVE DATE OF WITHDRAWAL. To the extent assets of SD 102 are received by the LTTO following July 1, 2025, the LTTO shall notify Tonisha D. Sibley, or the then-appointed treasurer for SD 102, immediately. Said funds shall then be transferred to SD 102 via wire transfer within three (3) business days of the LTTO's receipt of said funds. Failure to transfer such funds within three (3) business days of the LTTO's receipt of said funds shall be considered a breach of this Agreement and will enable SD 102 to pursue the LTTO for any damages or harm caused by the delay in transferring of the funds.

In the event the LTTO receives an invoice or voucher for payment on behalf of SD 102 after July 1, 2025, they shall forward said invoice or voucher to Tonisha D. Sibley or the then-appointed treasurer for SD 102 immediately, but in no event later than three (3) business days after receipt of said invoice or voucher.

SECTION 6. UNDISTRIBUTED INTEREST 2025. The fifth (5th) quarter undistributed interest for Fiscal Year 2025 shall be allocated to all LTTO Member Districts during the first or second quarter of Fiscal Year 2026, in accordance with LTTO's past practices, including to those school districts who were LTTO Member Districts during the 24-25 fiscal year. The distribution of FY2025 undistributed interest is expressly exempt from the transfer requirements outlined in Section 5 above.

SECTION 7. PRO-RATA BILLINGS. All pro-rata bills that have been approved by the Board of Trustees must be paid in full or the outstanding balance will be deducted from any transfer made after July 1. SD 102 shall agree to pay the FY2025 pro-rata billing within sixty (60) days of receiving an invoice for such. In the event the LTTO is required to expend funds for administrative, legal or other costs brought about by SD 102 failing to pay its outstanding funds owed to the LTTO, such amounts expended, including attorney's fees, shall be added to the sums due to the LTTO and shall be payable by SD 102.

SECTION 8. HOLD HARMLESS AND INDEMNIFICATION. (a)To the fullest extent allowed by law, SD 102 agrees to release, indemnify, and hold harmless the LTTO, its Board of Trustees, its employees, agents, and contractors, from and against all claims, liability, damages, demands, deficiencies, causes of actions and suits that arise due to any negligence committed by SD 102, its Board, employees, or agents following the LTTO's release of the funds, assets, books, and records of SD 102. In no way shall this Section be read as a waiver of SD 102's rights to pursue any action against the LTTO related to the LTTO's obligations under this Agreement or its release of the funds, assets, books, and records of SD 102. (b) To the fullest extent allowed by law, LTTO agrees to release, indemnify, and hold harmless SD 102, its Board of Education, employees, agents, and contractors, from and against all claims, liability, damages, demands, deficiencies, causes of action and suits that arise due to any negligence committed by LTTO, its Board of Trustees, employees, or agents following SD 102's withdrawal from the jurisdiction of the LTTO.

<u>SECTION 9. RECITALS.</u> The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

SECTION 10. SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof so long as the remainder of this Agreement expresses the intent of the Parties. If permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

SECTION 11. NOTICES. Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) via electronic means with confirmation of receipt; (b) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (c) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; or (d) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the LTTO, to:

Lyons Township Trustees of Schools and Treasurer's Office c/o Treasurer
6438 Joliet Road, Unit 103
Countryside, IL 60525
jfitton@lyonstto.net

If to SD 102, to:

LaGrange School District 102 Attn: Tonisha Sibley 333 N. Park Road LaGrange Park, Illinois 60526 sibleyto@dist102.k12.il.us

With a copy to:

Kriha Boucek, LLC Attn: Kevin Gordon 1801 S. Meyer Rd, Suite 120 Oakbrook Terrace, IL 60181 kevin@krihaboucek.com SECTION 12. ENTIRE AGREEMENT AND MODIFICATION. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties hereto. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof.

SECTION 13. EXECUTION. Each Party to this Agreement represents to the other that it will seek authority and approval of this Agreement within a reasonable period of time after receipt of the same. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

SECTION 14. IMMUNITIES. Neither Party, by entering into this Agreement, waives any immunity provided by local, state, or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101, et seq.).

SECTION 15. GOVERNING LAW. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Agreement shall be brought in the state courts of Cook County or in the federal courts in the Northern District of Illinois.

SECTION 16. COUNTERPARTS AND FACSIMILE. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

SECTION 17. REVIEW OF AGREEMENT. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

SECTION 18. HEADINGS. The headings used herein form no substantive part of this Agreement are for the convenience of the Parties only, and shall not be used to define, enlarge, or limit any term of this Agreement.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

[Signature page to follow]

IN	WITNESS WHEREOF, the Parties 1	have caused	l this Agreer	nent to be e	xecuted as of
the	Effective Date:	·			

LYONS TOWNSHIP TRUSTEES OF SCHOOLS

	_
President Shakana L. Kirksey	
	Trustee Dr. Catherine A. Hannigan
Trustee Carol A. McGowan	<u> </u>
	Trustee Griffin L. Sonntag
Trustee Zachary T. Stokes	_
	Trustee Joseph M. Bonomo
Trustee Tonisha Sibley	_
	Trustee Ryan M. Leonard
Trustee William G. Channell	-
	Trustee Dr. Joseph R. Rojek II
Trustee Dr. Troy J. Whalen	_
Trustee Steven J. Smidl	_

BOARD OF EDUCATION, LAGRANGE ELEMENTARY SCHOOL DISTRICT 102

By: Mylly Molly Its President 434					
Attest:					
Its Secretary					
Dated: 6/13/2025					

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into by and between the Board of Education of LaGrange School District 105, a local school district organized under the laws of the State of Illinois with its principal office located in Cook County, Illinois, ("SD 105" or "District"), and Lyons Township Trustees of Schools, a local public entity organized under the laws of the State of Illinois with its principal office located in Cook County, Illinois, ("LTTO") (collectively, SD 105 and LTTO may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) (the "Act") authorizes public agencies to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies;

WHEREAS, the Parties are both public agencies under the laws of the State of Illinois and are authorized to enter into intergovernmental agreements;

WHEREAS, the LTTO currently provides a wide range of financial services for the School Districts within Lyons Township; including, but not limited to: payroll, investment, financial reporting and the like;

WHEREAS, SD 105 is one of the entities that the LTTO currently serves;

WHEREAS, Public Act 103-0790 became effective on August 9, 2024, which provides in part that school districts may withdraw from the jurisdiction and authority of the trustees of schools and of the township treasurer of the township of which such school district is located:

WHEREAS, SD 105 has concluded it is in its best interest to withdraw from the LTTO; and

WHEREAS, based on the foregoing, the LTTO and SD 105 have concluded that it is in their best interest to cooperate and enter into this Agreement to memorialize the mutual agreements of the Parties regarding SD 105's withdrawal, as outlined herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, conditions, covenants and promises set forth herein, and in the spirit of intergovernmental cooperation, the Parties hereby agree as follows:

SECTION 1. WITHDRAWAL. SD 105 has elected to withdraw from the LTTO.

SECTION 2. EFFECTIVE DATE. This Agreement shall go into effect in order to facilitate the District's withdrawal as of July 1, 2025.

SECTION 3. NEW TREASURER. SD 105 has appointed Paul Bellisario as its school treasurer pursuant to Section 8-1 of the Illinois School Code. (105 ILCS 5/8-1).

SECTION 4. REQUIRED TRANSFERS. As of July 1, 2025, (1) the LTTO shall no longer have or exercise any power or duties with respect to SD 105 or with respect to the business, operations, or assets of SD 105; (2) all books and records of the LTTO and all moneys, securities, loanable funds, and other assets relating to the school business and affairs of SD 105 shall be transferred and delivered to SD 105, allowing for a reasonable period of time not to exceed ninety (90) days to liquidate any pooled investments, except for those public records required to be retained under the retention laws as a public entity; and (3) all legal title to and all right, title, and interest formerly held by the LTTO in any common lands, buildings, or sites used and occupied by SD 105 and all rights of property and causes of action pertaining to or constituting a part of the common lands, buildings, or sites shall be deemed transferred by operation of law to and shall vest in the SD 105 board. (105 ILCS 5/5-1(d)).

As a result of this withdrawal, SD 105 shall not be responsible for any costs associated with the operation of the LTTO incurred after June 30, 2025. Any operational costs charged to SD 105 for fiscal year 2025 shall be limited to its prorata share incurred prior to July 1, 2025.

SECTION 5. TRANSFER OF FUNDS AND INVOICES RECEIVED AFTER EFFECTIVE DATE OF WITHDRAWAL. To the extent assets of SD 105 are received by the LTTO following July 1, 2025, the LTTO shall notify Paul Bellisario immediately. Said funds shall then be transferred to SD 105 via wire transfer within three (3) business days of the LTTO's receipt of said funds.

In the event the LTTO receives an invoice or voucher for payment on behalf of SD 105 after July 1, 2025, they shall forward said invoice or voucher to Paul Bellisario

and the Director of Business Services/CSBO for SD 105 immediately, but in no event later than three (3) business days after receipt of said invoice or voucher.

SECTION 6. UNDISTRIBUTED INTEREST 2025. The fifth (5th) quarter undistributed interest for Fiscal Year 2025 shall be allocated to all LTTO Member Districts during the first or second quarter of Fiscal Year 2026, in accordance with LTTO's past practices, including to those school districts who were LTTO Member Districts during the 2024-2025 fiscal year. The distribution of FY2025 undistributed interest is expressly exempt from the transfer requirements outlined in Section 5 above.

SECTION 7. PRO-RATA BILLINGS. All pro-rata billings must be paid, or the outstanding balance will be deducted from any Section 5 transfer of funds. All prorata bills that have been approved by the board of trustees must be paid in full or the outstanding balance will be deducted from any transfer made after July 1. SD 105 shall agree to pay the FY2025 pro-rata billing within sixty (60) days of receiving. in the fourth (4th) quarter of Fiscal Year 2026. In the event that the LTTO shall be required to expend funds for administrative, legal or other costs brought about by the failure of SD 105 not paying any outstanding funds owed to the LTTO, such amounts expended, including attorney's fees shall be added to the sums due to the LTTO and shall be payable by SD 105.

SECTION 8. HOLD HARMLESS AND INDEMNIFICATION. (a) To the fullest extent allowed by law, SD 105 agrees to release, indemnify, and hold harmless the LTTO, its Board of Trustees, its employees, agents, and contractors, from and against all claims, liability, damages, demands, deficiencies, causes of actions and suits that arise due to any negligence committed by SD 105, its Board, employees, or agents following the LTTO's release of the funds, assets, books, and records of SD 105. In no way shall this Section be read as a waiver of SD 105's rights to pursue any action against the LTTO related to the LTTO's obligations under this Agreement or its release of the funds, assets, books, and records of SD 105. (b) To the fullest extent allowed by law, LTTO agrees to release, indemnify, and hold harmless SD 105, its Board of Education, employees, agents, and contractors, from and against all claims, liability, damages, demands, deficiencies, causes of action and suits that arise due to any negligence committed by LTTO, its Board of Trustees, employees, or agents following SD 105's withdrawal from the jurisdiction of the LTTO.

<u>SECTION 9. RECITALS.</u> The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

SECTION 10. SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof so long as the remainder of this Agreement expresses the intent of the Parties. If permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

SECTION 11. NOTICES. Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) via electronic means with confirmation of receipt; (b) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (c) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; or (d) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the LTTO, to:

Lyons Township Trustees of Schools and Treasurer's Office c/o Treasurer
6438 Joliet Road, Unit 103
Countryside, IL 60525
ifitton@lyonstto.net

If to SD 105, to:

La Grange School District 105 Attn: Director of Business Services/CSBO 701 S. Seventh Ave La Grange, IL 60525 ssmidl@d105.net

SECTION 12. ENTIRE AGREEMENT AND MODIFICATION. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties hereto. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof.

SECTION 13. EXECUTION. Each Party to this Agreement represents to the other that it will seek authority and approval of this Agreement within a reasonable period of time after receipt of the same. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

SECTION 14. IMMUNITIES. Neither Party, by entering into this Agreement, waives any immunity provided by local, state, or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101, et seq.).

SECTION 15. GOVERNING LAW. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Agreement shall be brought in the state courts of Cook County or in the federal courts in the Northern District of Illinois.

SECTION 16. COUNTERPARTS AND FACSIMILE. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

SECTION 17. REVIEW OF AGREEMENT. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

<u>SECTION 18. HEADINGS</u>. The headings used herein form no substantive part of this Agreement are for the convenience of the Parties only, and shall not be used to define, enlarge, or limit any term of this Agreement.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties the Effective Date:	have caused this Agreement to be executed as of
LYONS TOWNSHIE	TRUSTEES OF SCHOOLS
President Shakana L. Kirksey	Trustee Dr. Catherine A. Hannigan
Trustee Carol A. McGowan	Trustee Griffin L. Sonntag
Trustee Zachary T. Stokes	Trustee Joseph M. Bonomo
Trustee Tonisha Sibley	Trustee Ryan M. Leonard
Trustee William G. Channell	Trustee Dr. Joseph R. Rojek II
Trustee Dr. Troy J. Whalen	
Trustee Steven J. Smidl	

Dated: _____

BOARD OF EDUCATION, LA GRANGE ELEMENTARY SCHOOL DISTRICT 105

By: _____

President, Board of Education

Sheila Bryck

Secretary, Board of Education

Dated: 6/23/25

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into by and between the Board of Education of LaGrange Highlands School District 106, a local school district organized under the laws of the State of Illinois with its principal office located in Cook County, Illinois, ("SD 106" or "District"), and Lyons Township Trustees of Schools, a local public entity organized under the laws of the State of Illinois with its principal office located in Cook County, Illinois, ("LTTO") (collectively, SD 106 and LTTO may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) (the **"Act"**) authorizes public agencies to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies;

WHEREAS, the Parties are both public agencies under the laws of the State of Illinois and are authorized to enter into intergovernmental agreements;

WHEREAS, the LTTO currently provides a wide range of financial services for the school districts within Lyons Township; including, but not limited to: payroll, investment, financial reporting and the like;

WHEREAS, SD 106 is one of the entities that the LTTO currently serves;

WHEREAS, Public Act 103-0790 became effective on August 9, 2024, which provides in part that school districts may withdraw from the jurisdiction and authority of the trustees of schools and of the township treasurer of the township of which such school district is located;

WHEREAS, SD 106 has concluded it is in its best interest to withdraw from the LTTO; and

WHEREAS, based on the foregoing, the LTTO and SD 106 have concluded that it is in their best interest to cooperate and enter into this Agreement to memorialize the mutual agreements of the Parties regarding SD 106's withdrawal, as outlined herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, conditions, covenants and promises set forth herein, and in the spirit of intergovernmental cooperation, the Parties hereby agree as follows:

SECTION 1. WITHDRAWAL. SD 106 has elected to withdraw from the LTTO.

SECTION 2. EFFECTIVE DATE. This Agreement shall go into effect in order to facilitate the District's withdrawal as of July 1, 2025.

SECTION 3. NEW TREASURER. SD 106 has appointed Paul Bellisario as its school treasurer pursuant to Section 8-1 of the Illinois School Code. (105 ILCS 5/8-1).

SECTION 4. REQUIRED TRANSFERS. As of July 1, 2025, (1) the LTTO shall no longer have or exercise any power or duties with respect to SD 106 or with respect to the business, operations, or assets of SD 106; (2) all books and records of the LTTO and all moneys, securities, loanable funds, and other assets relating to the school business and affairs of SD 106 shall be transferred and delivered to SD 106, allowing for a reasonable period of time not to exceed ninety (90) days to liquidate any pooled investments, except for those public records required to be retained under the retention laws as a public entity; and (3) all legal title to and all right, title, and interest formerly held by the LTTO in any common lands, buildings, or sites used and occupied by SD 106 and all rights of property and causes of action pertaining to or constituting a part of the common lands, buildings, or sites shall be deemed transferred by operation of law to and shall vest in the SD 106 board. (105 ILCS 5/5-1(d)).

As a result of this withdrawal, SD 106 shall not be responsible for any costs associated with the operation of the LTTO incurred after June 30, 2025. Any operational costs charged to SD 106 for fiscal year 2025 shall be limited to its prorata share incurred prior to July 1, 2025.

SECTION 5. TRANSFER OF FUNDS AND INVOICES RECEIVED AFTER EFFECTIVE DATE OF WITHDRAWAL. To the extent assets of SD 106 are received by the LTTO following July 1, 2025, the LTTO shall notify Paul Bellisario immediately. Said funds shall then be transferred to SD 106 via wire transfer within three (3) business days of the LTTO's receipt of said funds.

In the event the LTTO receives an invoice or voucher for payment on behalf of SD 106 after July 1, 2025, they shall forward said invoice or voucher to Paul Bellisario and the Chief School Business Official (CSBO) for SD 106 immediately, but in no event later than three (3) business days after receipt of said invoice or voucher.

SECTION 6. UNDISTRIBUTED INTEREST 2025. The fifth (5th) quarter undistributed interest for Fiscal Year 2025 shall be allocated to all LTTO Member Districts during the first or second quarter of Fiscal Year 2026, in accordance with LTTO's past practices, including to those school districts who were LTTO Member Districts during the 2024-25 fiscal year. The distribution of FY2025 undistributed interest is expressly exempt from the transfer requirements outlined in Section 5 above.

SECTION 7. PRO-RATA BILLINGS. All pro-rata billings must be paid, or the outstanding balance will be deducted from any Section 5 transfer of funds. All prorata bills that have been approved by the board of trustees must be paid in full or the outstanding balance will be deducted from any transfer made after July 1. SD 106 shall agree to pay the FY2025 pro-rata billing within sixty (60) days of receiving. in the fourth (4th) quarter of Fiscal Year 2026. In the event that the LTTO shall be required to expend funds for administrative, legal or other costs brought about by the failure of SD 106 not paying any outstanding funds owed to the LTTO, such amounts expended, including attorney's fees shall be added to the sums due to the LTTO and shall be payable by SD 106.

SECTION 8. HOLD HARMLESS AND INDEMNIFICATION. (a) To the fullest extent allowed by law, SD 106 agrees to release, indemnify, and hold harmless the LTTO, its Board of Trustees, its employees, agents, and contractors, from and against all claims, liability, damages, demands, deficiencies, causes of actions and suits that arise due to any negligence committed by SD 106, its Board, employees, or agents following the LTTO's release of the funds, assets, books, and records of SD 106. In no way shall this Section be read as a waiver of SD 106's rights to pursue any action against the LTTO related to the LTTO's obligations under this Agreement or its release of the funds, assets, books, and records of SD 106. (b) To the fullest extent allowed by law, LTTO agrees to release, indemnify, and hold harmless SD 106, its Board of Education, employees, agents, and contractors, from and against all claims, liability, damages, demands, deficiencies, causes of action and suits that arise due to any negligence committed by LTTO, its Board of Trustees, employees, or agents following SD 106's withdrawal from the jurisdiction of the LTTO.

SECTION 9. RECITALS. The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

SECTION 10. SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof so long as the remainder of this Agreement expresses the intent of the Parties. If

permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

SECTION 11. NOTICES. Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) via electronic means with confirmation of receipt; (b) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (c) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; or (d) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the LTTO, to:

Lyons Township Trustees of Schools and Treasurer's Office c/o Treasurer
6438 Joliet Road, Unit 103
Countryside, IL 60525
jfitton@lyonstto.net

If to SD 106, to:

LaGrange Highlands School District 106 Attn: Chief School Business Official 1750 Plainfield Rd. LaGrange, IL 60525 <u>channigan@district106.net</u>

SECTION 12. ENTIRE AGREEMENT AND MODIFICATION. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties hereto. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof.

SECTION 13. EXECUTION. Each Party to this Agreement represents to the other that it will seek authority and approval of this Agreement within a reasonable period of time after receipt of the same. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

SECTION 14. IMMUNITIES. Neither Party, by entering into this Agreement, waives any immunity provided by local, state, or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101, et seq.).

SECTION 15. GOVERNING LAW. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Agreement shall be brought in the state courts of Cook County or in the federal courts in the Northern District of Illinois.

SECTION 16. COUNTERPARTS AND FACSIMILE. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

SECTION 17. REVIEW OF AGREEMENT. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

SECTION 18. HEADINGS. The headings used herein form no substantive part of this Agreement are for the convenience of the Parties only, and shall not be used to define, enlarge, or limit any term of this Agreement.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties the Effective Date:	have caused this Agreement to be executed as of
LYONS TOWNSHIP	TRUSTEES OF SCHOOLS
President Shakana L. Kirksey	Trustee Dr. Catherine A. Hannigan
Trustee Carol A. McGowan	Trustee Griffin L. Sonntag
Trustee Zachary T. Stokes	Trustee Joseph M. Bonomo
Trustee Tonisha Sibley	Trustee Ryan M. Leonard
Trustee William G. Channell	Trustee Dr. Joseph R. Rojek II
Trustee Dr. Troy J. Whalen	
Trustee Steven J. Smidl	

Dated: _____

BOARD OF EDUCATION, LAGRANGE HIGHLANDS SCHOOL DISTRICT 106

By: JodiMylll

Its President

Attest:

Its Secretary

Dated: (1) 12/7

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into by and between the Board of Education of Pleasantdale Elementary School District 107, a local school district organized under the laws of the State of Illinois with its principal office located in Cook County, Illinois, ("SD 107" or "District"), and Lyons Township Trustees of Schools, a local public entity organized under the laws of the State of Illinois with its principal office located in Cook County, Illinois, ("LTTO") (collectively, SD 107 and LTTO may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) (the "Act") authorizes public agencies to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies;

WHEREAS, the Parties are both public agencies under the laws of the State of Illinois and are authorized to enter into intergovernmental agreements;

WHEREAS, the LTTO currently provides a wide range of financial services for the school districts within Lyons Township; including, but not limited to: payroll, investment, financial reporting and the like;

WHEREAS, SD 107 is one of the entities that the LTTO currently serves;

WHEREAS, Public Act 103-0790, which became effective on August 9, 2024, provides in part that school districts may withdraw from the jurisdiction and authority of the trustees of schools and of the township treasurer of the township of which such school district is located:

WHEREAS, SD 107, by a resolution adopted by at least 2/3 of the members of its Board of Education, has concluded it is in its best interest to withdraw from the LTTO; and

WHEREAS, based on the foregoing, the LTTO and SD 107 have concluded that it is in their best interest to cooperate and enter into this Agreement to memorialize the mutual agreements of the Parties regarding SD 107's withdrawal, as outlined herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, conditions, covenants and promises set forth herein, and in the spirit of intergovernmental cooperation, the Parties hereby agree as follows:

SECTION 1. WITHDRAWAL. SD 107 has elected to withdraw from the LTTO.

SECTION 2. EFFECTIVE DATE. This Agreement shall go into effect upon execution by both parties. The withdrawal of SD 107 shall be official on July 1, 2025.

SECTION 3. NEW TREASURER. SD 107 has appointed Paul Bellisario as its school treasurer pursuant to Section 8-1 of the Illinois School Code. (105 ILCS 5/8-1).

SECTION 4. REQUIRED TRANSFERS. As of July 1, 2025, (1) the LTTO shall no longer have or exercise any power or duties with respect to SD 107 or with respect to the business, operations, or assets of SD 107; (2) all books and records of the LTTO and all moneys, securities, loanable funds, and other assets relating to the school business and affairs of SD 107 shall be transferred and delivered to SD 107, allowing for a reasonable period of time not to exceed sixty (60) days to liquidate any pooled investments, except for those public records required to be retained under the retention laws as a public entity; and (3) all legal title to and all right, title, and interest formerly held by the LTTO in any common lands, buildings, or sites used and occupied by SD 107 and all rights of property and causes of action pertaining to or constituting a part of the common lands, buildings, or sites shall be deemed transferred by operation of law to and shall vest in the SD 107 board. (105 ILCS 5/5-1(d)).

As a result of this withdrawal, SD 107 shall not be responsible for any costs associated with the operation of the LTTO incurred after June 30, 2025. Any operational costs charged to SD 107 for fiscal year 2025 shall be limited to its prorata share incurred prior to July 1, 2025.

EFFECTIVE DATE OF WITHDRAWAL. To the extent assets of SD 107 are received by the LTTO following July 1, 2025, the LTTO shall notify Griffin Sonntag and Paul Bellisario, or the then-appointed treasurer for SD 107, immediately. Said funds shall then be transferred to SD 107 via wire transfer within three (3) business days of the LTTO's receipt of said funds. Failure to transfer such funds within three (3) business days of the LTTO's receipt of said funds shall be considered a breach of this Agreement and will enable SD 107 to pursue the LTTO for any damages or harm caused by the delay in transferring of the funds.

In the event the LTTO receives an invoice or voucher for payment on behalf of SD 107 after July 1, 2025, they shall forward said invoice or voucher to Griffin Sonntag and Paul Bellisario, or the then-appointed treasurer for SD 107 immediately, but in no event later than three (3) business days after receipt of said invoice or voucher.

SECTION 6. UNDISTRIBUTED INTEREST 2025. The fifth (5th) quarter undistributed interest for Fiscal Year 2025 shall be allocated to all LTTO Member Districts during the first or second quarter of Fiscal Year 2026, in accordance with LTTO's past practices, including to those school districts who were LTTO Member Districts during the 24-25 fiscal year. The distribution of FY2025 undistributed interest is expressly exempt from the transfer requirements outlined in Section 5 above.

SECTION 7. PRO-RATA BILLINGS. All pro-rata bills that have been approved by the Board of Trustees must be paid in full or the outstanding balance will be deducted from any transfer made after July 1. SD 107 shall agree to pay the FY2025 pro-rata billing within sixty (60) days of receiving an invoice for such. In the event the LTTO is required to expend funds for administrative, legal or other costs brought about by SD 107 failing to pay its outstanding funds owed to the LTTO, such amounts expended, including attorney's fees, shall be added to the sums due to the LTTO and shall be payable by SD 107.

SECTION 8. HOLD HARMLESS AND INDEMNIFICATION. (a)To the fullest extent allowed by law, SD 107 agrees to release, indemnify, and hold harmless the LTTO, its Board of Trustees, its employees, agents, and contractors, from and against all claims, liability, damages, demands, deficiencies, causes of actions and suits that arise due to any negligence committed by SD 107, its Board, employees, or agents following the LTTO's release of the funds, assets, books, and records of SD 107. In no way shall this Section be read as a waiver of SD 107's rights to pursue any action against the LTTO related to the LTTO's obligations under this Agreement or its release of the funds, assets, books, and records of SD 107. (b) To the fullest extent allowed by law, LTTO agrees to release, indemnify, and hold harmless SD 107, its Board of Education, employees, agents, and contractors, from and against all claims, liability, damages, demands, deficiencies, causes of action and suits that arise due to any negligence committed by LTTO, its Board of Trustees, employees, or agents following SD 107's withdrawal from the jurisdiction of the LTTO.

SECTION 9. RECITALS. The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

SECTION 10. SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof so long as the remainder of this Agreement expresses the intent of the Parties. If permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

SECTION 11. NOTICES. Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) via electronic means with confirmation of receipt; (b) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (c) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; or (d) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the LTTO, to:

Lyons Township Trustees of Schools and Treasurer's Office c/o Treasurer
6438 Joliet Road, Unit 103
Countryside, IL 60525
ifitton@lyonstto.net

If to SD 107, to:

Griffin Sonntag
Assistant Superintendent for Finance and Operations
Pleasantdale Elementary School District 107
7450 S. Wolf Road
Burr Ridge, IL 60527
gsonntag@d107.org

With a copy to:

Kriha Boucek, LLC Attn: Kevin Gordon 1801 S. Meyer Rd, Suite 120 Oakbrook Terrace, IL 60181 kevin@krihaboucek.com **SECTION 12. ENTIRE AGREEMENT AND MODIFICATION.** This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties hereto. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof.

SECTION 13. EXECUTION. Each Party to this Agreement represents to the other that it will seek authority and approval of this Agreement within a reasonable period of time after receipt of the same. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

SECTION 14. IMMUNITIES. Neither Party, by entering into this Agreement, waives any immunity provided by local, state, or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101, et seq.).

SECTION 15. GOVERNING LAW. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Agreement shall be brought in the state courts of Cook County or in the federal courts in the Northern District of Illinois.

SECTION 16. COUNTERPARTS AND FACSIMILE. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

SECTION 17. REVIEW OF AGREEMENT. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

SECTION 18. HEADINGS. The headings used herein form no substantive part of this Agreement are for the convenience of the Parties only, and shall not be used to define, enlarge, or limit any term of this Agreement.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

[Signature page to follow]

IN	WITNESS WI	HEREOF, th	ne Parties	have	caused	this	Agreement	to be	executed	as	of
the	Effective Date:										

LYONS TOWNSHIP TRUSTEES OF SCHOOLS

President Shakana L. Kirksey	_
1 resident Shakana L. Kii ksey	Trustee Dr. Catherine A. Hannigan
Trustee Carol A. McGowan	
	Trustee Griffin L. Sonntag
Trustee Zachary T. Stokes	
	Trustee Joseph M. Bonomo
Trustee Tonisha Sibley	=
	Trustee Ryan M. Leonard
Trustee William G. Channell	<u> </u>
	Trustee Dr. Joseph R. Rojek II
Trustee Dr. Troy J. Whalen	
Trustee Steven J. Smidl	_

BOARD OF EDUCATION, PLEASANTDALE ELEMENTARY **SCHOOL DISTRICT 107**

By:	TIL	archione
Its Presi	dent	-

Attest: Munzen
Its Secretary

Dated: 4 | 18 | 2025

Closed Session

Motion to suspend the Regular Board Meeting for the purpose of entering Closed Session.

- *Illinois Open Meetings Act, (5 ILCS 120/2 (c)(11)*, "Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting."
- *Illinois Open Meetings Act, (5 ILCS 120/2 (c)(1)*, "Discussion on the appointment, employment, compensation, discipline, performance or dismissal specific employees of public body."

Motion to reconvene the Regular Meeting of the Board of Trustees

Time: _____

