

Call to Order

# Pledge of Allegiance

# Public Comments

# Review/Approval of Minutes

June 17, 2025 - Open Session  
June 17, 2025 - Closed Session  
June 30, 2025 - Open Session

# 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  
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, 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.

	<u>In Attendance</u>	<u>Absent</u>
Ms. Shakana L. Kirksey		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:**    **Ayes:**            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 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

*Motion carried.*

### **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 IMRF 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.*

### **RESOLUTION NO. 2025-02 - A RESOLUTION TO ESTABLISH SIGNING 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

*Motion carried.*

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

*Motion carried.*

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

***Motion carried.***

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

***Motion carried.***

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

*Motion carried.*

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

*Motion carried.*

**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.**

*Motion carried.*

**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.**

***Motion carried.***

**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.**

***Motion carried.***

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

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

***Motion carried.***

**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.

**Trustee Smidl made a motion at 7:28 p.m. to suspend the Open Session Board Meeting for 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  
                  **Nays:**           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

***Motion carried.***

### Adjournment

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

<b>Roll Call:</b>	<b>Ayes:</b>	McGowan, Stokes, Sibley, Smidl, Sonntag, Bonomo, Leonard, Rojek
	<b>Nays:</b>	None
	<b>Absent:</b>	Kirksey, Channell, Whalen, Hannigan
	<b>Abstain:</b>	None

*Motion carried.*

**The Board meeting was adjourned at 7:56 p.m.**

**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**

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

# Township Trustees of Schools

TOWNSHIP 38 NORTH, RANGE 12 EAST

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## 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.

	<u>In Attendance</u>	<u>Absent</u>
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:**     **Ayes:**           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.

#### **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**

##### **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.

**Trustee Hannigan motioned at 1:29 p.m. to adjourn the June 30, 2025, Open Session Board Meeting. Trustee Sonntag seconded the motion.**

***Motion carried.***

**Minutes Approved by:**

**Trustee Carol A. McGowan**

**Trustee Dr. David Negron**

**Trustee Ryan M. Leonard**

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

# Review the Lyons Township Treasurer's Financial Reports

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	SALARIES - TREASURER	\$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%

# **NEW BUSINESS**

## Pro Rata Receivables - FY2024

District	Interest Earned	Billed	Paid	Ck Date	Amt Received	Balance Due
101	\$ 266,263.71	\$ 80,432.06	X	6/16/2025	\$ 80,432.06	\$0.00
102	\$ 540,638.28	\$ 169,440.71	X	5/29/2025	\$ 169,440.71	\$0.00
103	\$ 1,310,964.32	\$ 158,043.45	X	6/24/2025	\$ 158,043.45	\$0.00
104	\$ 637,828.03	\$ 139,231.10	X	6/17/2025	\$ 139,231.10	\$0.00
105	\$ 931,572.58	\$ 148,914.40	X	5/29/2025	\$ 148,914.40	\$0.00
106	\$ 643,553.39	\$ 63,480.78	X	6/17/2025	\$ 63,480.78	\$0.00
1065	\$ 224,061.78	\$ 128,555.31	X	6/30/2025	\$ 128,555.31	\$0.00
1067	\$ 6,539.13	\$ 17,235.13	X	6/30/2025	\$ 17,235.13	\$0.00
107	\$ 703,455.23	\$ 61,645.42	X	5/21/2025	\$ 61,645.42	\$0.00
108	\$ 228,396.83	\$ 31,135.75	X	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	X	6/13/2025	\$ 96,163.57	\$0.00
217	\$ 1,985,940.28	\$ 196,586.98	X	6/16/2025	\$ 196,586.98	\$0.00
<b>Total</b>	<b>\$ 9,359,885.34</b>	<b>\$ 1,462,918.91</b>			<b>\$1,462,918.91</b>	<b>\$0.00</b>

## Lyons Township School Treasurer's Office

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

## INVOICE

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

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

# Board of School Trustees Future Meeting Dates - Fiscal Year 2026

# Township Trustees of Schools

TOWNSHIP 38 NORTH, RANGE 12 EAST

[www.lyonstto.net](http://www.lyonstto.net)

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## **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 104 (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.

**Section 2:** 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.

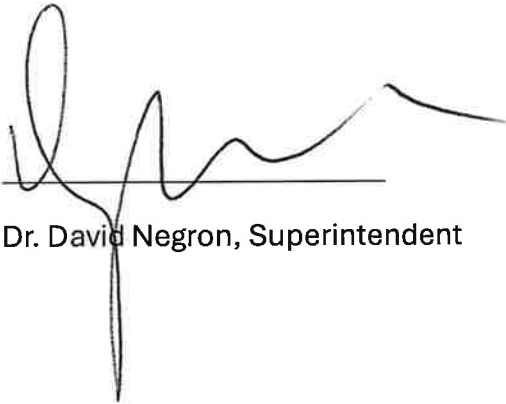
**Section 3:** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 4:** 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 17<sup>th</sup> of June 2025, pursuant to roll call vote, as follows:

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



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 pro-rata 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 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 (5<sup>th</sup>) 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](mailto: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](mailto: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](mailto: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 have caused this Agreement to be executed as of the Effective Date: \_\_\_\_\_.

**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**

BOARD OF EDUCATION, WESTERN SPRINGS ELEMENTARY  
SCHOOL DISTRICT 101

By: Merrill Oak  
Its President

Attest: [Signature]  
Its Secretary

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 pro-rata 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 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 (5<sup>th</sup>) 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.

**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](mailto: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](mailto: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](mailto: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 have caused this Agreement to be executed as of the Effective Date: \_\_\_\_\_.

**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**

**BOARD OF EDUCATION, LAGRANGE ELEMENTARY  
SCHOOL DISTRICT 102**

Signed by:  
By: M. Kelly Knight  
Its President 983305E7338F434...

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 pro-rata 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 (5<sup>th</sup>) 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 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 105 shall agree to pay the FY2025 pro-rata billing within sixty (60) days of receiving, in the fourth (4<sup>th</sup>) 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.

**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](mailto:jfitton@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](mailto: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.

**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 have caused this Agreement to be executed as of the Effective Date: \_\_\_\_\_.

**LYONS TOWNSHIP TRUSTEES OF SCHOOLS**

\_\_\_\_\_  
**President Shakana L. Kirksey**

\_\_\_\_\_  
**Trustee Carol A. McGowan**

\_\_\_\_\_  
**Trustee Zachary T. Stokes**

\_\_\_\_\_  
**Trustee Tonisha Sibley**

\_\_\_\_\_  
**Trustee William G. Channell**

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**Trustee Dr. Troy J. Whalen**

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**Trustee Steven J. Smidl**

\_\_\_\_\_  
**Trustee Dr. Catherine A. Hannigan**

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**Trustee Griffin L. Sonntag**


\_\_\_\_\_  
**Trustee Joseph M. Bonomo**


\_\_\_\_\_  
**Trustee Ryan M. Leonard**

\_\_\_\_\_  
**Trustee Dr. Joseph R. Rojek II**

**Dated:** \_\_\_\_\_

**BOARD OF EDUCATION, LA GRANGE ELEMENTARY  
SCHOOL DISTRICT 105**

By:   
**Bryan White**  
**President, Board of Education**

Attest:   
**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 pro-rata 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 (5<sup>th</sup>) 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 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 106 shall agree to pay the FY2025 pro-rata billing within sixty (60) days of receiving, in the fourth (4<sup>th</sup>) 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](mailto:jfitton@lyonstto.net)

If to SD 106, to:

LaGrange Highlands School District 106  
Attn: Chief School Business Official  
1750 Plainfield Rd.  
LaGrange, IL 60525  
[channigan@district106.net](mailto:channigan@district106.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.

**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 have caused this Agreement to be executed as of the Effective Date: \_\_\_\_\_.

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:   
Its President

Attest:   
Its Secretary

Dated: 6/17/25

## **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 pro-rata 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 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 (5<sup>th</sup>) 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  
[jfitton@lyonstto.net](mailto:jfitton@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](mailto: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](mailto: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 have caused this Agreement to be executed as of the Effective Date: \_\_\_\_\_.

**LYONS TOWNSHIP TRUSTEES OF SCHOOLS**

\_\_\_\_\_  
**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**

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

By: T. Marchione  
Its President

Attest: M. Menzen  
Its Secretary

Dated: 6/18/2025

# 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: \_\_\_\_\_

# Action as a result of Closed Session

# Adjournment