

**INTERGOVERNMENTAL AGREEMENT BETWEEN
SWCCCASE AND NON-MEMBER SCHOOL DISTRICT FOR
PROVISION OF SPECIAL EDUCATION SERVICES TO
NON-MEMBER SCHOOL DISTRICT STUDENT**

This Agreement is made and entered into on the date set forth below, by and between the Southwest Cook County Cooperative Association for Special Education (“SWCCCASE”) and the Board of Education of [Crete Monee CUSD 201U] (“School District”).

WHEREAS, pursuant to the Illinois Constitution (Article VII, Section 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3), units of local government and school districts are authorized to contract among themselves to combine and transfer powers and functions by intergovernmental cooperation; and

WHEREAS, SWCCCASE and the School District have determined that it is in their best and mutual interests to contract with each other to provide for attendance by identified School District students in a SWCCCASE program;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Students & Services: The School District may submit students to SWCCCASE for consideration for placement in a SWCCCASE program. SWCCCASE, in its sole discretion, will determine whether to accept or decline placement requests submitted by the School District. The Parties agree that any agreed-upon placement of a School District student in a SWCCCASE program (“Program”) during the Term of this Agreement will fall under the purview of this Agreement and be subject to all of the terms and conditions herein.

For each School District student that is placed in a SWCCCASE program (“Student”), SWCCCASE will provide special education programming and related services in accordance with the Student’s IEP and the Student’s Intake Form, which shall reflect the form attached as Exhibit A or contain the information therein.

2. SWCCCASE Responsibilities:
 - a. SWCCCASE will comply with current federal and State laws and their implementing regulations applicable to students with disabilities, including but not limited to: the *Individuals with Disabilities Education Improvement Act of 2004* (“IDEA”), 20 USC 1401 et seq., the *Family Education Rights and Privacy Act*, 20 USC 1232g; Title II of the *Americans with Disabilities Act*, 42 USC 12131 et seq., the *Illinois School Code*, 105 ILCS 5/1 et seq., and the *Illinois School Student Records Act*, 105 ILCS 10/1 et seq.
 - b. Subject to the terms and provisions of this Agreement, SWCCCASE will provide services for the School District Student(s) in accordance with their IEP. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - c. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.

- d. SWCCCASE will provide special education and related services in accordance with the Student's individualized education program ("IEP"), except as otherwise stated herein.
- e. Based on staffing and ability, SWCCCASE will perform testing, assessments and evaluations for the Student, as requested by the School District, with cooperation of the School District staff, as mutually agreed upon. SWCCCASE will not be responsible for independent educational evaluations ("IEEs") requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
- f. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SWCCCASE to Student. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
- g. SWCCCASE will assist with coordination of IEP meetings, as requested by the School District, and make appropriate staff available for participation in IEP meetings for Student.
- h. SWCCCASE will permit School District representatives to observe Student in the Program and visit and evaluate SWCCCASE programs and services as related to the needs of Student.
- i. SWCCCASE will assist the School District in investigating, addressing and/or defending parent/guardian complaints, due process requests or ISBE complaints, if any, filed by or on behalf of Student in regard to the IEP services delivered to Student while at SWCCCASE and to make appropriate staff available for participation in mediation meetings, investigation interviews, and/or due process proceedings as determined necessary by School District. Notwithstanding the foregoing, nothing in this paragraph is intended to obligate SWCCCASE to share the costs of defending a complaint or request for mediation or due process.
- j. SWCCCASE will secure and maintain during the term of this Agreement such Comprehensive General Liability insurance necessary to insure against any loss or liability for bodily injury and/or property damage which may arise from operations and activities conducted pursuant to this Agreement, whether such operations or activities are conducted by SWCCCASE or by anyone directly or indirectly employed by SWCCCASE and to name the School District, its Board, employees, agents or their successors as Additional Insureds on the policy.

3. School District's Responsibilities:

- a. The School District will pay SWCCCASE pursuant to the terms in Section 4 of this Agreement.
- b. The School District will develop and submit to SWCCCASE prior to the placement of the Student an IEP to meet the needs of the Student to the satisfaction of the School District in accordance with the most recent evaluation/reevaluation.
- c. The School District shall provide all pertinent information and records related to Student requested by SWCCCASE and/or otherwise necessary for SWCCCASE to implement the Student's IEP, including, but not limited to, a copy of the most recent reevaluation IEP

and supporting documents and reports.

- d. The School District shall procure and directly fund related services not typically provided by SWCCCASE and any other related services that SWCCCASE is unable to provide due to circumstances beyond SWCCCASE's control.
- e. The School District shall prepare and maintain a proper and adequate IEP for the Student(s).
- f. The School District is responsible for the scheduling and convening of all IEP meetings, including the creation and sending of the Notice of Conference and all required notices and paperwork.
- g. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency ("LEA") representative.
- h. The School District is ultimately responsible for conducting testing, assessments, and evaluations (including reevaluations) of the Student. Accordingly, while the School District may request SWCCCASE's assistance with testing, assessments, and evaluations for Student, the School District will perform all testing, assessments and evaluations that SWCCCASE cannot or will not perform.
- i. The School District shall provide the Student with transportation to and from the Program.
- j. The School District shall procure and directly fund all IEEs at public expense and any other School District-approved or IEP team-approved private evaluations at public expense.
- k. The School District will provide any necessary interpreting services for parent participation.
- l. The School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational programming and services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- m. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- n. The District will secure and maintain during the term of this Agreement such Comprehensive General Liability insurance necessary to insure against any loss or liability for bodily injury and/or property damage which may arise from operations and activities conducted pursuant to this Agreement, whether such operations or activities are conducted by the School District or by anyone directly or indirectly employed by the School District and to name SWCCCASE, its Board, employees, agents or their successors as Additional Insureds on the policy.

4. Tuition and Reimbursement: The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of related services provided by SWCCCASE for the Student(s) (including but not limited to Social Work Services and Speech and Language Services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student(s) conducted by SWCCCASE are also included in the tuition costs. Occupational Therapy and Physical Therapy Services are not included in tuition costs for all Programs.
 - a. The School District will pay a nonmember tuition rate equal to 120% of SWCCCASE's per pupil cost of the Program. The estimated annual tuition for each student is set forth in this agreement.
 - b. The calculated cost of 1:1 paraprofessionals will be included in the intensive tuition rate. The School District will pay the 120% nonmember intensive tuition if a 1:1 paraprofessional is listed in Student's IEP.
 - c. The School District will pay for the actual costs of Occupational Therapy, Physical Therapy, Vision Itinerant, O&M Itinerant, and Hearing Itinerant (with the exception of the Deaf & Hard of Hearing Program) services provided by SWCCCASE for the Student(s) based on direct and consult minutes listed on IEP.
 - d. In addition to paying the non-member district tuition, the School District will reimburse SWCCCASE for all the following:
 - i. The actual cost (including salary and benefits) for all SWCCCASE employees that provide after school supervision, extra-curricular support, etc. for the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SWCCCASE for the Student's use.
 - e. For any Student that is enrolled for at least 10 days, tuition will be calculated based on the amount of time the Student is in the Program.
 - f. Extended School Year: If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SWCCCASE's per pupil costs as calculated for Extended School Year Program.
5. Invoices and Payment:
 - a. An invoice for the actual enrollment of the Student from August through November will be issued by SWCCCASE within the month of December. A second invoice will be sent to the School District within the month of June based on actual days of enrollment from December through June.
 - b. In December, SWCCCASE will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid for the prior year.
 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SWCCCASE will retain the excess funds.

- d. Payment will be made by the School District after receipt of each invoice, in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/).
- 6. National School Lunch/School Breakfast Programs: If SWCCCASE participates in the National School Lunch Program and/or School Breakfast Program and the Student(s) is eligible under free or reduced-priced breakfast or lunch under those programs, SWCCCASE is required to claim this Student(s).
- 7. Termination:
 - a. Termination of Agreement. Either party may terminate this Agreement upon written notification provided at least 30 calendar days prior to actual termination.
 - b. Permanent Dismissal of Student.
 - i. Notwithstanding Section 7(a), permanent dismissal of any Student and termination of their special education programming and services pursuant to this Agreement may occur with 30 days prior written notice to the School District if SWCCCASE determines, in their sole discretion, that: (A) the Program is no longer appropriate for the Student; (B) SWCCCASE will no longer be operating the Program; or (C) there is insufficient space in the Program for SWCCCASE member district students.
 - ii. Notwithstanding Section 7(a), permanent dismissal of any Student and termination of their special education programming and services pursuant to this Agreement may occur with less than 30 days prior written notice: (A) if, in SWCCCASE's sole discretion, the health and safety of Student or other students regularly are endangered and efforts to remediate the behaviors or otherwise address the risk through modifications of the Student's IEP are unsuccessful, or (B) upon a change of residence by Student.
 - c. The Parties shall reasonably cooperate with one another to successfully transition Student to an alternative placement once a termination right has been exercised by either party.
 - d. SWCCCASE shall issue to School District a final billing representing adjusted and actual costs up to the last day of Student attendance within 14 calendar days of Student's last day of attendance, payable by School District within 30 days after receipt of the same.
- 8. Term: This Agreement will remain in effect until either party provides at least thirty (30) days prior written notice to the other party of termination of this Agreement, which may be for any reason.
- 9. Representations and Warranties.
 - a. SWCCCASE and School District each represent and warrant that they are in compliance with and shall continue to comply with any and all applicable State and federal nondiscrimination laws.
 - b. SWCCCASE and School District each represent and warrant that they are equal

opportunity employers and do not discriminate on any impermissible basis in employment practices or opportunities.

10. Relationship of the Parties: SWCCCASE and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
11. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
12. Indemnification and Waiver: For purposes of this Section 12, (“Loss”) is defined as any and all liabilities, damages, claims, demands, judgments, causes of action, costs, expenses (including reasonable attorneys’ fees), and losses relating to any School District Student placed in a SWCCCASE program and/or relating to any act or omission of either party in implementing this Agreement and/or otherwise relating to this Agreement.

Each party agrees to indemnify, defend, and hold harmless the other party and its Board, Board members, employees, volunteers, and agents, against and from any Loss to the extent the Loss arises out of the acts or omissions of the indemnifying party.

In addition, notwithstanding any other provision of this Agreement, the School District specifically agrees to indemnify, defend, and hold harmless SWCCCASE and its Board, Board members, employees, volunteers, and agents, against and from any Loss to the extent the Loss is based upon or arises out of claims relating to the placement, free appropriate public education, or alleged procedural requirements applicable to any School District Student placed in a SWCCCASE Program.

Moreover, the School District waives any and all claims it may have against SWCCCASE (or SWCCCASE’s Board, Board members, employees, volunteers or agents) relating to the Program or the services provided to the Student by SWCCCASE.

13. Student Records: SWCCCASE shall maintain all student records and reports in accordance with SWCCCASE policies on student records, as well as applicable state and federal laws. All student records generated by SWCCCASE for Student shall be the property of the School District; however, SWCCCASE shall have access to such records so that it may provide the services required under this Agreement.
14. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 5 (Tuition and Reimbursement and Invoices and Payment); (b) Section 10 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.
15. Assignment: No part of this Agreement may be assigned by either of the parties hereto.
16. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.

17. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
18. Notices: Any and all notices required to be sent pursuant to this Agreement shall be emailed or mailed from the following parties:

For School District:

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For SWCCCASE: Dr. Lisa Giglio Byczek, Executive Director
Southwest Cook County Cooperative Association for Special Ed
6020 W. 151st Street
Oak Forest, IL 60452

19. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
20. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
21. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
22. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
23. No Assignment or Delegation. This Agreement is personal to each of the parties hereto and the parties may not assign or delegate their rights or obligations hereunder without first obtaining the written consent of the other party.
24. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.
25. Legal Authority. The School District and SWCCCASE each represent that it is entering into this Agreement voluntarily and of its own free will and that the individual(s) executing this Agreement has the legal authority to bind the entity on whose behalf they are signing.

IN WITNESS WHEREOF, SWCCCASE and the School District have caused this Agreement to be executed on the date(s) set forth below.

SWCCCASE BOARD OF DIRECTORS

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [Crete Monee CUSD 201U]

By: _____ Date: _____
President

Attest: _____ Date: _____
Secretary

Exhibit A

Intake Form

Student Name: _____

SWCCCASE Program:

Program Location: _____

Estimated Annual Program Tuition: _____ \$

Estimated Extended School Year Tuition: \$ _____ **(Date)**

Program Start Date: _____ **8/ /2026**

Program End Date: _____ **5/ /2027**

Student Start Date: _____

Address of School District: _____