



INTERGOVERNMENTAL AGREEMENT FOR ATTENDANCE BY NON-MEMBER DISTRICT STUDENT

Non-Member District: _____

This Intergovernmental Agreement (“Agreement”) is made and entered into on the date set forth in the signature section below, by and between the TRUENORTH SPECIAL EDUCATION COOPERATIVE 804 (“TrueNorth”) EXECUTIVE COMMITTEE (“the Committee”) and the Non-Member District identified above.

WHEREAS, pursuant to the Illinois Constitution (Article VII, Section 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3), public entities are authorized to contract or otherwise associate among themselves, to obtain or share services and to exercise, combine, or transfer any power or function, and to jointly exercise any powers, privileges, functions, or authority which may be exercised by either; and

WHEREAS, TrueNorth and Non-Member District desire to contract with each other to provide for enrollment by a Non-Member District student (“the Student”) in the TrueNorth program identified in Exhibit A (“the Program”);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, TrueNorth and Non-Member District hereby agree as follows:

1. ATTENDANCE: The Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.

a. Program services will be provided by TrueNorth in accordance with the Student’s IEP, except that the Non-Member District will be responsible for the following services:

[Identify any related services or other services that will remain the responsibility of the Non-Member District]: _____

b. Non-Member District, at its expense, will be solely responsible for transportation to and from the Program for the Student.

- c. TrueNorth may permanently dismiss the Student from the Program under the following conditions:
 - i. Upon thirty (30) days' prior written notice to Non-Member District.
 - ii. Immediately if the Student commits gross disobedience or misconduct that would warrant an out-of-school suspension, expulsion, or placement at an alternative school under the terms of TrueNorth's code of student conduct, as determined by TrueNorth.
 - iii. Upon termination of this Agreement in accordance with Section 2.
 - d. Discipline for gross disobedience or misconduct committed by the Student may be imposed by TrueNorth or Non-Member District.
 - e. TrueNorth will make TrueNorth staff members available to attend IEP conferences for the Student.
2. TERM AND TERMINATION: This Agreement will be in effect beginning on the Start Date identified in Exhibit A and ending on the End Date identified in Exhibit A, unless sooner terminated as provided herein.

This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party, or immediately upon permanent dismissal of the Student from TrueNorth's Program in accordance with Section 1.

3. COMPENSATION: For the Student's enrollment in the Program, Non-Member District will pay to TrueNorth the Tuition Amount identified in Exhibit A. Charges will be invoiced by TrueNorth monthly. Payment will be made by Non-Member District after receipt of the invoice, in accordance with the Local Government Prompt Payment Act (50 ILCS 505).

Non-Member acknowledges that certain TrueNorth programs may qualify for Public Tuition Reimbursement (Fund Code S). TrueNorth may charge a daily rate for student enrollment that varies from the daily rate approved by the Illinois Purchase Care Review Board and Non-Member District may only submit Public Tuition Reimbursement (Fund S) requests for the daily rate approved by the Illinois Purchase Care Review Board.

4. RESPONSIBILITY RETAINED BY NON-MEMBER DISTRICT: Non-Member District will remain the Student's resident school district for all purposes,

will remain ultimately responsible for the Student's educational services, and will remain responsible for the Student's special education planning and programming including (but not limited to) conducting evaluations and reevaluations, developing IEPs, issuing notices to the parent and/or student, and conducting annual review meetings and other IEP conferences.

5. RECORDS: All of the school student records maintained by Non-Member District that are used by TrueNorth in connection with the Student's participation in the Program shall be and remain the property of Non-Member District. TrueNorth shall maintain records relating to the Student's participation in the Program, including records relating to the Student's attendance and progress toward IEP goals. Non-Member District shall have the right to inspect and/or obtain copies of such records upon reasonable advance notice to TrueNorth. Upon termination of this Agreement, TrueNorth will return to Non-Member District all school student records of the Student and any other records that are the property of Non-Member District.
6. COMPLIANCE: TrueNorth and Non-Member District each will comply with all applicable laws, regulations, rules, and ordinances governing their activities and obligations under this Agreement.
7. INDEPENDENT CONTRACTORS: TrueNorth and Non-Member 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.
8. INSURANCE: During the term of this Agreement, TrueNorth will maintain comprehensive general liability insurance to insure against loss or liability for personal injury to the Student which may arise from the Student's attendance in TrueNorth's Program.
9. INDEMNIFICATION:

Each party agrees to indemnify, defend, and hold harmless the other party and its Board(s), Board members, employees, volunteers, and agents, against and from any and all liability, damage, claim, demand, judgment, cause of action, cost, expenses (including reasonable attorneys' fees), and losses (collectively "Liability") to the extent the Liability arises out of the acts or omissions of the indemnifying party.

In addition, Non-Member District specifically agrees to indemnify, defend, and hold harmless TrueNorth and its Governing Board, Governing Board members, Executive Committee, Executive Committee members,

employees, volunteers, and agents, against and from any and all liability, damage, claim, demand, judgment, cause of action, cost, expenses (including reasonable attorneys' fees), and losses (collectively "Liability") to the extent the Liability is based upon or arises out of allegations that the Student's IEP does not provide FAPE or is otherwise insufficient, or allegations that the procedural requirements of the Individuals with Disabilities Education Act have been violated.

10. NO THIRD-PARTY BENEFICIARIES: This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever 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.
11. SEVERABILITY: Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions will not be affected, and the illegal, unenforceable or invalid part, term or provision will be deemed to be amended to the minimum extent necessary to render it legal, valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.
12. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and sent via certified mail with return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to TrueNorth:

Executive Director
TrueNorth Educational Cooperative 804
760 Red Oak Lane
Highland Park, Illinois 60035

If to Non-Member District:

Either party may change such addresses by providing notice as set forth above.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
14. AMENDMENT: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

15. EXECUTION: 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.

IN WITNESS WHEREOF, TrueNorth and Non-Member District, by their duly authorized representatives, have signed/executed this Agreement on the date indicated below.

TRUENORTH EXECUTIVE COMMITTEE

By: _____

Date: _____

Printed Name: _____

Title: _____

NON-MEMBER DISTRICT

By: _____

Date: _____

Printed Name: _____

Title: _____



**INTERGOVERNMENTAL AGREEMENT
FOR ATTENDANCE BY NON-MEMBER DISTRICT STUDENT**

Exhibit A

Non-Member District:_____

Program Enrollment

Student Name:_____

TrueNorth Program:_____

Start Date:_____

End Date:_____

Tuition Amount:_____

Is a 1:1 Teacher Assistant Required:_____

If Yes, Start Date:_____

If Yes, End Date:_____

If Yes, Rate:_____