

September 1, 2026

**INTERGOVERNMENTAL AGREEMENT
FOR ITINERANT SERVICES**

This Intergovernmental Agreement is made and entered into on the dates hereinafter set forth by and between the Board of Directors of the Cooperative Association for Special Education ("CASE") and the Board of Education of Lisle Community Unit School District 202 ("Purchaser"). CASE and the Purchaser are hereinafter sometimes referred to individually as a "Party" and together as the "Parties".

WHEREAS, CASE is a special education joint agreement organized and operating pursuant to Section 10-22.31 of the *Illinois School Code* through its Board of Directors and its Administrative District, the Board of Education of Marquardt School District 15, DuPage County, Illinois; and

WHEREAS, Purchaser has determined to purchase Speech Language Pathology services from CASE for the 2026-2027 school year;

NOW, THEREFORE, in consideration of the promises each to the other made, as hereinafter set forth, and for other good and valuable consideration which the Parties deem sufficient by their approval of this Agreement and their signatures hereto, it is hereby understood and agreed as follows:

1. **Incorporation of Preambles and Exhibits.** The Preambles and Exhibits to this Agreement, if any, are hereby incorporated herein and made a part hereof.

2. **Term of Agreement.** This Agreement shall remain in effect from September 1, 2026, through June 30, 2027.

3. **Agreement to Provide / Purchase Services/Description of Services.** For the 2026-2027 school year, CASE will provide Speech Therapy services per the student IEP.

The Purchaser shall pay CASE for the costs of such services, to be determined and billed in accordance with the following Section below. The therapy services provided to the Purchaser shall include the following:

- A Direct communication with Purchaser's Administration.
- B. Email and telephone support to Purchaser's school staff who share students with the Speech Therapist.

C. All related responsibilities including attending meetings, writing IEP goals, providing direct and consult services to students, and other duties as appropriate.

The Purchaser will work with the Speech Therapist and CASE administration if necessary to ensure that workload guidelines are followed throughout the school year.

4. **Billing, Payment, and Guarantee of Payment.** The cost for the 2026-2027 school year will be calculated by CASE based on the hourly rate of \$103.79 (\$94.36 + 10% out of district fee). The Purchaser shall receive a final bill at the end of the school year based on the service provider's time according to the service logs.

5. **Criminal Background Checks and Other Compliance Requirements.** In accordance with Section 10-21.9 of the *Illinois School Code*, CASE will ensure that criminal background checks are conducted for any new employees and/or agents who provide services to Purchaser under this Agreement.

CASE shall ensure that all employees and agents assigned to provide services under this Agreement satisfy all applicable employment history review requirements under 105 ILCS 5/22-94 and health examination requirements under 105 ILCS 5/24-5 prior to providing services to District students. CASE shall maintain documentation demonstrating compliance with these requirements and, to the extent permitted by law, shall provide such documentation to the district upon request.

6. **Student Records and Other Information.** CASE employees and/or agents who provide services under this Agreement shall adhere to the provisions of the *Family Educational Rights and Privacy Act* and the *Illinois School Student Records Act*, and their respective regulations, regarding school student records and the information contained therein, for all students who are provided services under this Agreement.

7. **Notice.** Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

If to CASE, to: Dr. Kristen Ninni
Executive Director
Cooperative Association for Special Education
290 Town Center Lane
Glendale Heights, IL 60139

If to PURCHASER, to: Janet Diaz
Director of Student Services
Lisle CUSD 202
925 Burlington Ave.
Lisle, IL 60532

8. **Independent Contractors.** CASE and Purchaser 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.

9. **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.

10. **Miscellaneous.**

A. **Governing Law.** This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. Venue for any dispute pertaining to this Agreement shall be in DuPage County, Illinois, or the federal court for the Northern District of Illinois.

B. **Captions.** Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

C. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

D. **Entire Agreement.** This Agreement contains all of the terms agreed upon by the Parties with respect to the subject matter of this Agreement and supersedes all prior contracts, agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

E. **Successors.** This Agreement shall be binding upon and inure to the benefit of CASE and the Purchaser, and their respective successors.

F. **No Assignment.** Neither Party may assign any rights or duties under this Agreement without the prior written consent of the other Party.

G. **Construction.** Both Parties have had the opportunity to seek the advice of counsel and have each relied upon the advice and representation of their respective counsel regarding the legal liabilities of the Parties, if any.

H. **Amendments.** No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and duly authorized and signed by each of them.

I. **Severability.** If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed here from, and the remainder of this Agreement shall continue to have its intended full force and effect.

11. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

BOARD OF DIRECTORS FOR
COOPERATIVE ASSOCIATION
FOR SPECIAL EDUCATION

By: _____
Chairperson

Attest: _____
Secretary

Date: _____

BOARD OF EDUCATION FOR
LISLE CUSD 202, DUPAGE COUNTY,
ILLINOIS

By: _____
Chairperson

Attest: _____
Secretary

Date: _____

**BOARD OF EDUCATION OF MARQUARDT
SCHOOL DISTRICT 15, DUPAGE COUNTY,
ILLINOIS**, solely in its capacity as legal
and fiscal agent for CASE

By: _____
President

Attest: _____

Date: _____