

INTERGOVERNMENTAL AGREEMENT FOR SPECIAL EDUCATION SERVICES

THIS AGREEMENT is made by and between the Board of Education of Northbrook School District 27 ("**District 27**") and the Board of Education of Gurnee School District 56 ("**Referring District**"). The parties will be collectively referred to herein as "School Districts."

WITNESSETH:

WHEREAS, the Illinois Constitution and statutes, including without limitation the *Intergovernmental Cooperation Act of the State of Illinois*, 5 ILCS 220/1 *et. seq.*, encourage and permit cooperation between units of local government;

WHEREAS, District 27 offers a program for students with disabilities ("**Program**") that may meet the unique needs of Referring District students, herein referred to as Referring District Students (who shall be identified in a separate writing to be confirmed by each School District's Superintendents or designees); and

WHEREAS, the School Districts believe it is in their best and mutual interests to provide the Referring District with access to the Program operated by District 27;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed as follows:

1. **Access to Special Education Program.** District 27 shall provide the Referring District with access to its special education program for the enrollment of Referring District Students so long as the Program has Program capacity to meet the Referring District Students' needs. The specific program for each Referring District student shall be identified in a separate writing to be confirmed by each School District's Superintendents or designee. Such program may, upon mutual agreement, include Extended School Year.
2. **Tuition for Special Education Program.** For the term of this Agreement, District 27 will charge the Referring District tuition for Referring District Students based on the per capita costs consistent with the requirements set forth in Section 14-7.01 of the Illinois School Code and 23 Illinois Administrative Code, Part 130. All payments under this Agreement will be made in accordance with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1, *et seq.*
3. **Individualized Services and Equipment.** The Referring District will provide any individual assistive technology devices or equipment specifically identified in a student's IEP. The property or equipment will be purchased by and will remain the property of the Referring District. If a Referring District's student's IEP requires assignment of an individual aide, District 27 will hire, train, and supervise the individual aide and charge the Referring District for the services of the individual aide based on the staff member's salary and benefits. If a student requires a specialized service or evaluation, District 27 shall provide the required services and invoice the Referring District for the direct cost of the service.

4. **Transportation.** Transportation for Referring District students to and from the Program will be secured and funded by the Referring District.
5. **Responsibility Remains with District of Residence.** The terms of this Agreement notwithstanding, the responsibility for providing Referring District students with a free appropriate public education in the least restrictive environment rests solely with the Referring District. The Referring District is solely responsible for any and all due process or other litigation costs associated with its students' placement in the Program. To that end, IEP meetings for any Referring District student placed in the Program will be attended by the appropriate District 27 staff member and a representative of the Referring District, who will serve as the local educational agency representative.
6. **Termination of Individual Student Placement.** Subject to the IEP process, either School District may terminate an individual student's placement in the Program upon thirty (30) days' prior written notice to the other Party. Written notification for termination is not required if an IEP meeting is conducted and the IEP team determines that placement in the identified program is no longer required or the student is no longer eligible for services. Tuition or fee accrual for services for the student will terminate thirty (30) days after the student's last day of attendance in such program.
7. **Student Policies.** Referring District Students are subject to all policies and procedures applicable to students attending District 27, while attending the Program.
8. **Termination/Renewal of Agreement.** This Agreement may be terminated by either party on not less than thirty (30) days prior written notice. Unless terminated earlier by either party, this Agreement shall terminate the last day of student attendance of the 2026-2027 school year. The term of this Agreement may be renewed or extended by written agreement signed by the Superintendent or designee for District 27 and the Superintendent or designee for the Referring District.
9. **Student Records.** District 27 shall maintain records and reports in accordance with the policies of the School Districts and furnish such documents that may be required by the Referring District relating to Referring District Students. The Parties will comply with the *Family Educational Rights and Privacy Act*, the *Illinois School Student Records Act*, and the *Illinois Mental Health and Developmental Disabilities Confidentiality Act*. The Parties recognize and acknowledge that the Referring District is the records custodian under the *Illinois School Student Records Act* for all records prepared or maintained related to its students. District 27 shall have access to the student records of the Referring District Students, provided that District 27 has a demonstrable educational interest in such records.
10. **Amendments.** This Agreement may be modified or amended only by a written agreement executed by the School Districts.
11. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.
12. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the School Districts relative to the subject matter hereof,

and there are not promises, agreements, or undertakings, either oral or written, express or implied, between them other than as herein set forth.

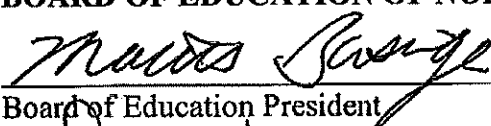
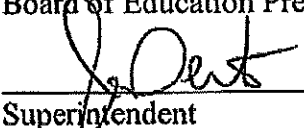
13. **Certificate of Insurance.** The Referring District will provide District 27 with a certificate of insurance evidencing commercially reasonable insurance coverage (as determined by District 27 in its reasonable discretion) and naming District 27 and its board members, employees and agents as additional insured on its general liability insurance policy on a primary and non-contributory basis.

14. **Indemnification.** The Referring District will indemnify, hold harmless, and defend District 27 and its Board members, employees, and agents, from against any claim, charge, or liability related to a Referring District Student.

15. **Contractual Capacity.** Each Party agrees that it has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so.

IN WITNESS WHEREOF, the School Districts have caused this Agreement to be executed as of the date(s) below. In the event the dates differ, the latter shall be the effective date of this Agreement.

BOARD OF EDUCATION OF NORTHBROOK SCHOOL DISTRICT 27

	
Board of Education President	Superintendent
9/17/26	9/18/26
Date	Date

BOARD OF EDUCATION OF GURNEE SCHOOL DISTRICT 56

_____	_____
Board of Education President	Date
_____	_____
Superintendent	Date