

**INTERGOVERNMENTAL AGREEMENT FOR HOOPESTON SCHOOL DISTRICT  
TO CONTINUE TO PROVIDE HIGH SCHOOL EDUCATION TO CERTAIN  
ROSSVILLE-ALVIN STUDENTS**

**THIS AGREEMENT** is made by and between the Board of Education of Rossville-Alvin Community Unit School District No. 7, Vermilion County, Illinois (hereinafter "Rossville"), and the Board of Education of Hoopeston Area Community Unit School District No. 11, Vermilion, Ford and Iroquois Counties, Illinois (hereinafter "Hoopeston")(collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, Rossville does not operate a high school, and Rossville, Hoopeston and Bismarck were parties to an agreement under Section 10-22.22b of the *School Code* ("Tri-Party Agreement") to enroll Rossville students at Hoopeston and Bismarck High Schools; and

**WHEREAS**, on December 12, 2016, Rossville voted to non-renew the Tri-Party Agreement thus terminating the Tri-Party Agreement effective June 30, 2017; and

**WHEREAS**, Rossville and Bismarck have formed a cooperative high school that will be available to all Rossville students going forward; and

**WHEREAS**, the Parties wish to enter into an agreement to provide for the education of Rossville students who are currently attending Hoopeston Area High School ("HAHS") and their siblings; and

**WHEREAS**, Section 10-22.22 of the *School Code*, 105 ILCS 5/10-22.22, authorizes Rossville to permit its pupils to attend the schools of other school districts where in its judgment the interests of the district and of the pupils therein will be best subserved by so doing; and

**WHEREAS**, pursuant to Section 10 of Article 7 of the 1970 Illinois Constitution and the pertinent provisions of the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, this Intergovernmental Agreement is within the purposes authorized by law for each Party.

**NOW, THEREFORE**, in consideration of the mutual undertakings and covenants of the Parties hereto and as herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. **RECITALS.** The above recitals are incorporated herein.
2. **ROSSVILLE STUDENTS CURRENTLY ENROLLED AT HAHS.**
  - a. The Parties agree that all students residing within the boundaries of Rossville and who are enrolled at HAHS for the 2016-2017 school year pursuant to the Tri-Party Agreement ("Current Rossville Students") may continue to attend high school at HAHS through graduation.

students provided under the Tri-Party Agreement and the services provided hereunder regardless of whether or not its audit considers such factors.

- b. Rossville agrees to pay Hoopeston ninety-five percent (95%) of their individual tuition rate. This amount is based on the final audit for the preceding school year.
  - c. Upon the determination of the final student tuition, that number shall be multiplied by the daily student enrollment, as determined on a monthly basis, of the Current Rossville Students and Siblings at Hoopeston.
  - d. Student enrollment shall be determined as of the first day of each month, except that August enrollment figures will be included with the September figures and June enrollment figures will be included with the May figures. Hoopeston shall bill Rossville for student tuition fees on the first of the month on a pro rata basis.
6. **STATE AID, STATE AND FEDERAL REIMBURSEMENTS.** Except as specifically set forth in Paragraph 8 below, Rossville shall be entitled to receive any and all State Aid payments, Federal and State reimbursements or moneys attributable to the Current Rossville Students and Siblings enrolled at HAHS. Rossville shall be entitled to receive all transportation reimbursement for transporting Current Rossville Students and Siblings enrolled at HAHS. With respect to funds for any Current Rossville Student or Sibling enrolled at HAHS who receives special education services provided by HAHS, Hoopeston shall receive the funds attributable to that Current Rossville Student or Sibling attending HAHS. To the extent any funds are received attributable to personnel or transportation costs for Current Rossville Students and Siblings enrolled at HAHS who receive special education services, Hoopeston shall receive the personnel or transportation funds if it incurs the personnel or transportation cost. If either Party receives funds that rightfully belong to the other Party, the receiving Party shall promptly transfer the funds to the other Party within thirty (30) days after receipt of such funds.
7. **TRANSPORTATION.** Rossville, at its sole cost and expense, shall transport all Current Rossville Students and Siblings enrolled at HAHS along the regular Rossville bus routes to and from HAHS. The Parties will meet to coordinate on the starting times for the beginning of schools so that the Parties may coordinate transportation of students in the most cost-effective manner.
8. **SPECIAL EDUCATION.** If any Current Rossville Student or Sibling enrolled at HAHS is disabled within the meaning of State or Federal law, Hoopeston shall be deemed the local education agency for the identification and the service of special education children. Hoopeston shall receive all State and Federal reimbursement for costs incurred for providing special education and related and ancillary services to any disabled Current Rossville Student or Sibling enrolled at HAHS except for those special education, related services, and/or programs that are provided away from HAHS. Rossville shall pay all costs and shall receive all reimbursements for all special education, related services and all ancillary services provided away from HAHS including severely emotionally disturbed, alternative school placements, residential placements and the transportation, staffing, related and ancillary

who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois.
18. **INTERGOVERNMENTAL COOPERATION ACT.** This Agreement shall be interpreted in accordance with the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) so that each Party hereto may exercise and enjoy the power and authority of any other Party hereto to fully perform the services provided under this Agreement.
19. **SAVINGS CLAUSE.** It is mutually understood and agreed that all agreements and covenants herein, including all addenda, are severable and that in the event any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement, covenant, or addendum were not contained herein.
20. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
21. **CAPTIONS.** The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
22. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties to the subject matter hereof and supersedes any prior negotiations between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Agreement to be executed by their respective Presidents and Secretaries pursuant to Resolutions duly adopted by the Board of Education of Rossville-Alvin Community Unit School District No. 7 and the Board of Education of Hoopston Area Community Unit School District No. 11 on the dates indicated below.

**BOARD EDUCATION OF  
ROSSVILLE-ALVIN COMMUNITY UNIT  
SCHOOL DISTRICT NO. 7  
VERMILION COUNTY, ILLINOIS**

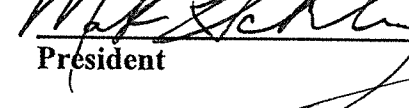
By: \_\_\_\_\_  
Its: President

ATTEST:


By: \_\_\_\_\_  
Its: Secretary

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

**BOARD OF EDUCATION OF  
HOOPESTON AREA COMMUNITY  
UNIT SCHOOL DISTRICT NO. 11  
VERMILION, FORD AND IROQUOIS  
COUNTIES, ILLINOIS**

By:   
Its: President

ATTEST:

By:   
Its: Secretary

Date: 7-20-2017