

**INTERGOVERNMENTAL AGREEMENT  
FOR ENROLLMENT OF NON-RESIDENT STUDENT**

**THIS AGREEMENT (“Agreement”)** is made and entered as of the date that the last party signs below, by and between the Board of Education of Roselle School District 12 (“**Roselle 12**”) and Bloomingdale School District 13 (“**Bloomingdale 13**”) (collectively, the “**Parties**”).

**WHEREAS**, Roselle 12 and Bloomingdale 13 are adjacent public school districts serving students from kindergarten through eighth grade; and

**WHEREAS**, Roselle 12 has identified a student (“**Student**”) who would benefit from enrolling in Westfield Middle School, which is a school of Bloomingdale 13; and

**WHEREAS**, pursuant to Section 10-20.12a of the *School Code* (105 ILCS 5/10-20.12a), school boards are authorized to charge non-resident pupils who attend schools of the district tuition in an amount not exceeding 100% of the per capita cost of maintaining the schools of the district for the preceding school year; and

**WHEREAS**, Roselle 12 has determined that it is in the best interests of the Student to attend Westfield Middle School, and therefore, will cover the tuition for the Student’s attendance; and

**WHEREAS**, Bloomingdale 13 has agreed that it will enroll the Student on a non-resident, tuition basis as provided in this Agreement and Board of Education policy 7:60; and

**WHEREAS**, this Parties are authorized to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution and the Illinois *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*).

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

1. **Enrollment in Bloomingdale 13 Schools.** Bloomingdale 13 shall enroll the Student in Westfield Middle School for the remainder of the 2022-2023 school year.
2. **Tuition.** In consideration of allowing the Student to attend Westfield Middle School, Roselle 12 will pay for the Student’s tuition in an amount of \$7,000. Such amount shall be due within thirty (30) days of the date that the last party signs this Agreement.
3. **Term.** The term of this Agreement shall remain in effect until the last day of student attendance as defined by the Bloomingdale 13 school calendar for the 2022-2023 school year.
4. **Termination.** Either party may terminate this Agreement by providing at least thirty (30) calendar days’ advanced written notice of such termination to the other party. Provided, however, that Bloomingdale 13 may terminate this Agreement upon less than thirty (30) calendar days’ prior written notice, if the Superintendent determines the health or safety of any student or staff is

endangered, in which case thirty (30) days' notice is not required. If the Agreement is terminated early for any reason, Bloomingdale 13 will provide a prorated refund of any prepaid tuition.

5. **Transportation.** Bloomingdale 13 shall have no obligation to provide any transportation for the Student.

6. **Student Policies.** The Student is subject to all policies and procedures applicable to students attending Bloomindale 13.

7.

**Compliance with Laws.** Each Party shall comply with all applicable laws, rules, and regulations in connection with the Student and the placement provided in this Agreement, specifically including the following laws related to mental health and student record information: the *Illinois School Student Records Act*, the *Family and Educational Rights Privacy Act*, and the *Mental Health and Developmental Disabilities Confidentiality Act*.

8. **Notices.** Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be either (i) mailed by registered or certified mail, return receipt requested, postage prepaid, (ii) sent by electronic transmission, or (iii) personally delivered by hand against receipt therefor to the Parties at the addresses set forth below, or such other address as any party may designate to the others by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, electronic transmission, or, if mailed, on date of receipt.

Roselle School District 12  
100 E. Walnut St.  
Roselle, IL 60172  
Attention: Superintendent

Bloomington School District 13  
164 Euclid Ave.  
Bloomington, IL 60108  
Attention: Superintendent

9. **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.

10. **Effect of Agreement.** This Agreement inures to the benefit of and binds each of the Parties, as well as each of their respective successors and assigns.


11. **Applicable Law and Venue.** This Agreement is subject to the laws of the State of Illinois, notwithstanding its choice of law provisions. Venue for any dispute between the Parties under this Agreement shall be the DuPage County Circuit Court or the United States District Court for the Northern District of Illinois.

12. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties related to the Student's enrollment in Bloomingdale 13. No other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties related to this subject matter. This Agreement may be modified or amended only by a written agreement executed by the Roselle 12 and Bloomingdale 13.

*Signature Page Follows*

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement as of the date of the last party's execution hereof.

**BOARD OF EDUCATION OF  
ROSELLE SCHOOL DISTRICT  
12**

By:   
Its: Roselle School Dist. 12  
President, Board of Education  
Date: January 18, 2023

**BOARD OF EDUCATION OF  
BLOOMINGDALE SCHOOL  
DISTRICT 13**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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