

## **INTERGOVERNMENTAL AGREEMENT**

### **PLACEMENT OF NON-DISTRICT STUDENTS IN TRANSITION PROGRAM**

**THIS AGREEMENT** is made by and between the Boards of Education of Community High School District 99 (“District 99”) and **Lemont High School District 210** (“Referring District”). The parties will be collectively referred to herein as “School Districts.”

**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 99 offers a program to transition students with disabilities (students who have completed high school programming but have not received a diploma due to the continuation of services under an individual education plan) (“Program”) that may meet the unique needs of students from the Referring District identified above, herein referred to as Referring District Students; and

**WHEREAS**, the School Districts believe it is in their best and mutual interests to provide the Referring District with access to the Transition Program operated by District 99;

**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 99 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.
2. **Tuition for Special Education Program.** For the term of this Agreement, District 99 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.
3. **Individualized Services and Equipment.** The Referring District agrees to provide at no cost to District 99 specialized services, equipment, and supplies which are not part of the current programming offered to District 99 students within the transition program. Such specialized services, equipment and supplies shall be set forth on a separate memorandum which is incorporated by reference into this agreement.

4. **Student Policies.** Referring District Students are subject to all student conduct policies and procedures applicable to students attending District 99.
5. **Termination/Renewal of Agreement.** This Agreement may be terminated by either party on thirty (30) days prior written notice. Unless terminated earlier by either party, this Agreement shall terminate the last day of student attendance of the 2029 SCHOOL YEAR. The term of this Agreement may be renewed or extended by written agreement signed by the Superintendent or designee for District 99 and the Superintendent or designee for Referring District.
6. **Student Records.** District 99 shall maintain records and reports in accordance with the requirements of state and federal law, including the Illinois School Student Records Act, the Family Educational Rights Privacy Act, and the Individuals with Disabilities Education Act. District 99 will furnish such documents as may be required by the Referring District relating to Referring District Students.
7. **Amendments.** This Agreement may be modified or amended only by a written agreement executed by authorized representatives of both District 99 and the Referring District.
8. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.
9. **Notices.** All notices, requests, and other communications to any Party must be in writing and will be deemed to be given on (1) the date of delivery if delivered personally or via electronic mail or (2) on the first business day after being deposited with a reputable overnight carrier service.
10. **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.
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 representative.

**COMMUNITY HIGH SCHOOL DISTRICT 99**

**LEMONT HIGH SCHOOL DISTRICT 210**

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_