

INTERGOVERNMENTAL AGREEMENT FOR SPECIAL EDUCATION SUMMER SCHOOL SERVICES

THIS AGREEMENT is made by and between the Boards of Education of Woodridge School District #68 (“District 68”) and Cass School District #63 (“District 63”). The parties will be collectively referred to herein as the “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 68 offers a Special Education Summer School Program for students with disabilities (the “Program”) that may meet the unique needs of District 63 students, herein referred to as District 63 Students (who shall be identified in a separate written memorandum of understanding between the Districts’ Superintendents, or their designees); and

WHEREAS, the School Districts believe it is in their best and mutual interests to provide District 63 with access to the Program operated by District 68;

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

Access to Special Education Summer School Program. District 68 shall provide District 63 with access to its Special Education Summer School Program (the “Program”) for the enrollment of District 63 Students, so long as the Program has capacity/space to meet the needs of District 63 Students. The Program shall take place from approximately 8:30 to 11:30 AM for a total of 16 sessions over the course of four (4) weeks in June/July 2025.

Tuition for Special Education Program. For the term of this Agreement, District 68 will charge District 63 tuition for District 63 Students attending the Program, based on the expected 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.

Individualized Services and Equipment. District 63 agrees to provide at no cost to District 68 any additional specialized services, equipment, and supplies needed to support District 63 Students, as identified in a separate memorandum of understanding.

Student Policies. District 63 Students are subject to all policies and procedures applicable to students attending District 68.

Transportation. District 68 shall have no obligation to provide transportation for students attending the Program from District 63.

Termination/Renewal of Agreement. This Agreement may be terminated by either party on ten (10) days prior written notice. Unless terminated earlier by either party, this Agreement shall terminate at the conclusion of the Program in 2025. The term of this Agreement may be renewed/extended to future years by written agreement, signed by the Superintendents, or their designees, for District 68 and District 63.

Student Records. District 68 shall maintain all records and reports in accordance with the policies and procedures of the District, and furnish such documents as may be required or requested by District 63, relating to District 63 Students. District 63 will obtain parental consent for the release of student records and information pertaining to the students' required special education services as outlined in their Individualized Education Plan (IEP) and will provide relevant records, including secondary access to Embrace (the special education goal and IEP tracking software use by District 63 and District 68) to District 68.

Hold Harmless. District 63 shall hold harmless and agrees not to sue District 68 for any claims related to services provided by District 68 to District 63 Students under this agreement.

Amendments. This Agreement may be modified or amended only by a written agreement of both parties, executed by the Superintendents, or their designees, of the School Districts.

Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in DuPage County, Illinois, or the Federal District Court for the Northern District of Illinois.

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 no promises, agreements, or undertakings, either oral or written, express or implied, between them, other than as set forth herein.

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

**BOARD OF EDUCATION
WOODRIDGE SCHOOL DISTRICT 68,**

President Date

Attest: _____
Secretary Date

**BOARD OF EDUCATION
CASS SCHOOL DISTRICT 63,**

President Date

Attest: _____
Secretary Date