

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made by and between the Boards of Education of Woodridge School District #68 (“District 68”) and Cass School District #63 (“Referring District”). 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 Extended School Year Summer School Program for students with disabilities (“Program”) that may meet the needs of Referring District students, herein referred to as Referring District Students (who shall be identified in a separate written memorandum of understanding between the District’s Superintendents, or designee); 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 68, if space is available;

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 the Referring District with access to its Special Education Extended School Year Summer School Program (the “Program”) for the enrollment of Referring District Students, so long as the Program has capacity to meet the Referring District Students’ needs. 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 2025.

Tuition for Special Education Program. For the term of this Agreement, District 68 will charge the Referring District per pupil 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.

Individualized Services and Equipment. The Referring District agrees to provide at no cost to District 68 the additional services, equipment, and supplies identified in a separate memorandum of understanding, for the Referring District Students, as needed.

Student Policies. Referring District Students are subject to all policies and procedures applicable to students attending the Program from District 68.

Transportation. District 68 shall have no obligation to provide transportation for the Referring District Students, and such transportation shall be coordinated by the Referring District.

Termination/Renewal of Agreement. This Agreement may be terminated by either party with ten (10) days prior written notice. Unless terminated earlier by either party, this

Agreement shall terminate on June 30, 2025, or at the end of the Program. The term of this Agreement may be renewed or extended by written consent, signed by the Superintendent or designee for District 68 and the Superintendent or designee for the Referring District.

Student Records. District 68 shall maintain records and reports in accordance with the policies of the District and furnish such documents, as may be required by the Referring District relating to the Referring District Students.

Hold Harmless. The Referring District shall hold harmless and agrees not to sue District 68 for any claims related to services District 68 provides to the Referring District Students.

Amendments. This Agreement may be modified or amended only by a written agreement executed by 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 herein set forth.

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

