

ATTACHMENT IX-B

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Approval of Intergovernmental Cooperation Agreement

Suggested Motion:

Move to approve the Intergovernmental Cooperation Agreement

Recommended Action:

Approve as presented.

Per our understanding, this Agreement is scheduled to be presented to the Board of Education of Belvidere CUSD 100 for approval at their regular Board meeting on Monday, March 18, 2013.

INTERGOVERNMENT COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (hereinafter "the Agreement") is made and entered into by and between the Board of Education of North Boone Community Unit School District 200 (hereinafter "North Boone") and the Board of Education of Belvidere Community Unit School District 100 (hereinafter "Belvidere").

WHEREAS, both North Boone and Belvidere are members of the Boone County Special Education Cooperative (hereinafter "BCSEC"); and

WHEREAS, North Boone and Belvidere are preparing for the dissolution of BCSEC; and

WHEREAS, both North Boone and Belvidere desire to enter into this Agreement to provide mutual access, when feasible, to the education programs operated by the other.

THEREFORE, in consideration of the mutual covenants in this Agreement and for good and valuable consideration, the sufficiency of which is recognized by all parties, the parties agree as follows:

1. **Incorporation of Preambles.** The Preambles to this Withdrawal Agreement are hereby incorporated herein and made a part hereof as if fully set forth and restated in this Section 1, *verbatim*.

2. **Access to Educational Programs.** Effective upon the dissolution of BCSEC, either North Boone or Belvidere may request to enroll **resident students in education programs operated by the other.** Each district will accept the enrollment of students from the other district unless acceptance of a student would require adding a **class/section**. If either district is required to add an aide to a class in order to accept an additional student from the other district, the district enrolling the student will be responsible for the payment of tuition calculated in accordance with Section 3 of this Agreement and the cost of adding the aide; however, the cost of the aide will be shared proportionately by both districts if both districts add one or more students to the class.

3. **Tuition for Educational Programs.** Tuition charged to the enrolling district shall be based upon the cost of the educational program and consistent with the requirements set forth in 23 Illinois Administrative Code, Part 130 and the past practice of the Boone County Special Education Cooperative ("BCSEC").

4. **Access to Transportation.** Effective upon the dissolution of BCSEC, where North Boone or Belvidere is transporting a resident student to a private or public special education program, or a resident general education student to an alternative education program, the other district may request to combine transportation services to the special education program or alternative program. In such case, the requesting district shall be responsible for the pro-rata costs of transporting its additional student(s). The transporting district will accept the transportation of the requesting district's student(s) unless (a) the overall costs to the transporting district will increase even after the requesting district pays its pro-rata cost of transportation; or (b) the transportation time for the students already transported will unacceptably increase due by adding the requesting district student(s).

5. **Notice.** All notices and other written communications permitted or required under this Agreement shall be deemed given on the date of the deposit in the United States Postal Service's mail addressed to the following:

Superintendent of Schools
North Boone Community Unit School District 200
6248 North Boone School Road
Popular Grove, Illinois 61065

Superintendent of Schools
Belvidere Community Unit School District 100
1201 5th Avenue
Belvidere, Illinois 61008

6. **Termination.** This Agreement may be terminated by either party upon eighteen (18) months written notice to the other and will only be effective on July 1 of a new school year.

7. **Complete Agreement.** This Settlement Agreement contains all the terms and conditions agreed upon by the parties and no provisions or requirements expressed herein may be altered, modified or cancelled, except under the express consent of the parties.

8. **Voluntary Execution.** This Agreement is executed voluntarily by the parties hereto, and each of them, without any duress or undue influence or on their part or on behalf of any of them. The parties hereto, and each of them, acknowledge that they have been represented in the negotiations for, and in the preparation of, this Agreement by counsel of their own choice, that they have read this Agreement and have had it fully explained to them by such counsel and that they are fully aware of the contents of this Agreement and of its legal effect.

9. **Counterparts.** This Agreement may be entered in counterparts.

10. **Severability.** Should any provision of this Agreement be declared illegal or unenforceable by any administrative tribunal or court, the remainder of the terms of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Education of North Boone Community Unit School District 200 and the Board of Education of Belvidere Community Unit School District 100 have signed and executed this Agreement on the date or dates indicated.

**BOARD OF EDUCATION OF
NORTH BOONE COMMUNITY UNIT
SCHOOL DISTRICT 200**

**BOARD OF EDUCATION OF
BELVIDERE COMMUNITY UNIT
SCHOOL DISTRICT 100**

By: _____
President

By: _____
President

Attest: _____
Secretary

Attest: _____
Secretary

Date: _____

Date: _____