

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF NORTH BOONE COMMUNITY UNIT
SCHOOL DISTRICT AND
THE BOARD OF EDUCATION OF WOODSTOCK COMMUNITY UNIT SCHOOL
DISTRICT NO. 200
FOR ENROLLMENT IN CLAY ACADEMY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the Board of Education of North Boone Community Unit School District ("Home District") and the Board of Education of Woodstock Community Unit School District No. 200 ("Woodstock 200") (collectively, the "Parties").

WHEREAS, Woodstock 200 operates the Clay Academy, which provides therapeutic services to its students ("Clay Academy"); and

WHEREAS, the Home District has determined that it currently has or may have in the future a need to enroll a student or multiple students at the Clay Academy; and

WHEREAS, this Agreement will govern the placement of students from the Home District at the Clay Academy; and

WHEREAS, the Parties believe it is in their best and mutual interests to allow the Home District to enroll students at the Clay Academy on a non-resident, tuition basis on the terms set forth in this Agreement; 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. NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed as follows:

1. **Access to Clay Academy.** The Home District shall be permitted to enroll students at the Clay Academy subject to the terms and conditions set forth in this Agreement, provided that there is adequate space at the Clay Academy, as determined by Woodstock 200. In order for a student of the Home District to be considered for enrollment at Clay Academy, the Home District shall complete and submit to Woodstock 200 the following: (i) a non-district *Clay Academy Placement Form*; (ii) a copy of the student's individualized education program ("IEP"); and (iii) such other documents as requested by Woodstock 200 administrators so that Woodstock 200 may review and properly evaluate the placement request. If a student from the Home

District is accepted into Clay Academy, Woodstock 200 shall provide the services set forth in the IEP unless such obligations remain with the Home District per this Agreement. Further, the Home District acknowledges and understands that any continued or future placement at the Clay Academy is also contingent on available space at the Clay Academy and on continued approval by the Woodstock 200 administration of such student's enrollment.

2. Tuition and Fees.

a. ***Amount of Tuition.*** The Home District shall pay Woodstock 200, as tuition for each student enrolled at Clay Academy's tuition:

\$270.11 per day for regular school year and

\$1,985.00 per annual rate for Extended School Year

while each student is enrolled at Clay Academy (the "Tuition"). The Tuition only covers those services that are routinely provided by Woodstock 200 as part of the educational program at the Clay Academy and all student registration fees. Additional related services (as set forth in Paragraph 4 below) may be provided by Woodstock 200 at the sole cost and expense of the Home District.

b. ***Payment of Tuition.*** Woodstock 200 will invoice the Home District for the Tuition, as well as for any other costs and expenses incurred by Woodstock 200 pursuant to this Agreement, monthly and the Home District will make all payments to Woodstock 200 in accordance with the Illinois Local Government Prompt Payment Act.

c. ***Fees*** (other than student registration fees). Woodstock 200 administration may assess a fee to a student's account with justification for items such as but not limited to foodservice (breakfast and/or lunch) balances or restitution for damage and/or vandalism to Woodstock 200 property. Woodstock 200 staff will notify a student's parent or guardian of said fee and make every reasonable effort to collect said fee from the student's parent or guardian.

d. ***Payment of Fees.*** Woodstock 200 will invoice the Home District for the Fees monthly and the Home District will make all payments to Woodstock 200 in accordance with the Illinois Local Government Prompt Payment Act.

3. **Term.** The term of this Agreement shall commence on the date of the last party's execution hereof and shall continue in full force and effect until terminated. A party may terminate this Agreement by providing at least 20 calendar days' advanced written notice of such termination to the other party. A termination under this Paragraph 3 shall also serve as notice of a termination of placement under Paragraphs 9 or 10, as applicable.

4. **Additional Related Services and 1:1 Aide Support.** Any additional related services (beyond those already provided at the Clay Academy as part of the basic educational program) required by a student's IEP, or the requirement of a 1:1 aide for a student, will be provided by Woodstock 200 at the Home District's sole cost and expense.

5. **Individualized Devices and Equipment.** The Parties agree that the Home District will provide any individual assistive technology devices or equipment specifically identified in a student's IEP. The property or equipment shall be purchased by and shall remain the property of the Home District.

6. **Transportation.** Transportation for students to and from the Clay Academy will be secured and funded by the Home District; Woodstock 200 shall have no obligation to provide any transportation for the Home District's students.

7. **IEP Process.** The IEP process for any student placed at the Clay Academy remains the responsibility of the Home District, which serves as the local educational agency. Woodstock 200 staff of Clay Academy will participate in the development of the IEP for the Home District's student, as appropriate. Furthermore, the Home District agrees to consider all Woodstock 200 recommendations relating to IEP educational programming, related services, other components relevant to the operational aspect of Clay Academy, grade placements, credit hours earned, and the awarding of diplomas or certificates of completion unless otherwise required by law or as mutually agreed to by the Parties.

8. **Student Conduct and Discipline.** A student placed in the Clay Academy pursuant to this Agreement is subject to all policies and procedures related to student rights and responsibilities applicable to Woodstock 200 students. Woodstock 200 is authorized to impose student discipline on enrolled students, up to and including suspension for up to 10 school days and may terminate a student's placement as set forth in this Agreement. Any suspension review hearing will be heard by the Home District's Board of Education or its appointed hearing officer. Woodstock 200 may also recommend that the Home District expel the student for a period of up to two calendar years, but any recommendation for expulsion will be brought by the Home District's administration and will be heard by the Home District's Board of Education or its appointed hearing officer.

9. **Woodstock 200's Termination of Placement.** Woodstock 200 may terminate a student's placement at Clay Academy upon at least 20 calendar days' prior written notice, unless the health or safety of any student is endangered, in which case 20 days' notice is not required. In the event of a termination under this Paragraph, the Home District will be responsible for all tuition and other expenses and costs through the date of the student's last day of attendance at the Clay Academy.

10. **Home District's Termination of Placement.** Subject to the IEP process, the Home District may terminate a student's placement at Clay Academy upon 30 calendar days' prior written notice to Woodstock 200. In the event the Home District terminates a student's placement under this Paragraph, the Home District will be responsible for all tuition and other expenses and costs through the date of the student's last day of attendance at Clay Academy.

11. **Student and Mental Health Records.** The Home District represents and warrants to Woodstock 200 that it has obtained all consents necessary under applicable law, specifically including, but not limited to, the Illinois School Student Records Act, the Family and Educational Rights Privacy Act, and the Mental Health and Developmental Disabilities Confidentiality Act so that the Home District and Woodstock 200 may share the enrolled student's mental health and student record information. Additionally, the Home District shall provide Woodstock 200, upon request, all additional information related to an enrolled student so that Woodstock 200 may provide special education and or related services to the enrolled Student.

12. **Legal Responsibility Remains with Home District.** The Home District acknowledges and agrees that notwithstanding the terms of this Agreement, the Home District remains responsible for providing a free and appropriate public education in the least restrictive environment for its students. Further, except as provided in this Agreement, the Home District also remains responsible for imposing any disciplinary action related to its students. The Home District is solely responsible for defending against and paying any and all fees, costs, and damages arising from due process claims or other litigation related and the enrolled student's placement at or removal from the Clay Academy. Woodstock 200 employees will reasonably cooperate in the Home District's defense of such claims or litigation by providing necessary information or testimony, provided that the Home District pays any related costs, fees and expenses associated with such cooperation.

13. **Insurance.** The Home District will, at its own expense, procure and keep in force for the term of this Agreement commercial general liability insurance at limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, umbrella or excess liability insurance at limits of not less than \$3,000,000.00 per occurrence and in the aggregate, which excess or umbrella insurance shall follow the form of the underlying policies, workers compensation insurance in the amounts required by applicable law, employer's liability insurance with policy limits of not less than \$1,000,000.00 each accident for bodily injury by accident and \$1,000,000.00 each employee for bodily injury by disease, and commercial automobile insurance, in at least the minimum amounts required by law, or if there are no required legal minimums, then at a commercially reasonable amount covering the vehicles utilized to transport students hereunder. The Home District shall name the Indemnitees (defined in Paragraph 14 below) as additional insureds, on a primary and non-contributory basis, on all insurance required hereunder, with the sole exception being the workers compensation insurance. Within 5 business days of the last party to execute this Agreement, and annually thereafter, the Home District shall provide Woodstock 200 with a certificate of insurance evidencing the insurance requirements of this Paragraph 13.

14. **Indemnification.** Notwithstanding any other obligation of the Home District to defend

and pay costs incurred by Woodstock 200, to the fullest extent permitted by law, the Home District further agrees to indemnify, defend and hold harmless Woodstock 200, its individual Board members, employees, volunteers, agents and representatives (collectively, "Indemnitees"), from any and all damages, claims, charges, expenses (including, but not limited to, reasonable attorney's fees, expert witness fees and court costs), and liabilities arising from, related to or in any way connected with the Home District's students placed at Clay Academy.

15. **Amendments**. This Agreement may be modified or amended only by a written agreement executed by the Home District and Woodstock 200.

16. **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.

17. **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.

18. **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 Circuit Court of McHenry County, Illinois or the United States District Court for the Northern District of Illinois, Western Division.

19. **Complete Understanding**. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties related to the Home District's access to Clay Academy. No other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties related to this subject matter.

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

**HOME DISTRICT THE BOARD
EDUCATION OF NORTH BOONE
COMMUNITY UNIT SCHOOL DISTRICT**

**WOODSTOCK COMMUNITY UNIT
SCHOOL DISTRICT 200**

Signature: _____

Signature: _____

Date: _____

Date: _____