

INTERGOVERNMENTAL AGREEMENT
WITHDRAWAL OF NORRIDGE SCHOOL DISTRICT 80 FROM LASEC

THIS AGREEMENT is made by and between the Leyden Area Special Education Cooperative ("LASEC"), through its Administrative District, the Board of Education of Mannheim School District 83 ("Mannheim") and the Board of Education of Norridge School District 80 ("Norridge").

WHEREAS, the Illinois Constitution and statutes, including 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, Norridge initiated the process for withdrawal from membership in LASEC to be effective July 1, 2018, but such withdrawal was stayed by Court Order entered on June 26, 2018, in *LASEC v. West 40, et al.*, 2018 CH 07532, which Order was affirmed on July 5, 2018, by the Illinois Appellate Court for the First Judicial District, 1-18-1377;

WHEREAS, the parties have determined that it is in their collective best interests and in the best interests of their students to settle the foregoing lawsuit and permit the withdrawal of Norridge from LASEC;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, LASEC, Mannheim and Norridge agree as follows:

1. **Withdrawal.** Norridge withdraws from, and ceases to be a member of LASEC effective at the close of the day on August 10, 2018. LASEC shall promptly notify the Illinois State Board of Education ("ISBE") of Norridge's withdrawal and cooperate with ISBE to address matters related to the withdrawal, including re-assignment and control of grant funds. LASEC and Norridge shall request of ISBE that the date of the applicable IDEA grant be July 1, 2018, so that Norridge receives the grant funds as if it had withdrawn from LASEC effective July 1, 2018.

2. **Dismissal of Litigation.** The Parties shall jointly and promptly seek lifting of the stay and dismissal of the lawsuit.

3. **Prompt Payment of Costs and Return of Funds.**

a. For the period beginning July 1, 2018 up to the effective date of Norridge's withdrawal from LASEC under this Agreement, Norridge shall pay LASEC Seven Hundred Forty and 00/100 (\$740.00) Dollars per day for LASEC's general administrative costs, for a total payment of Twenty Nine Thousand Six Hundred and 00/100 (\$29,600.00) Dollars. This payment shall be made on the effective date of withdrawal, which effective date is contingent upon LASEC's receipt of payment.

b. By no later than August 31, 2018 or, if later, within thirty (30) days of the costs or return of funds becoming available to LASEC:

1) Norridge shall pay to LASEC all amounts due LASEC for its administrative fees for the 2017-18 school year.

2) LASEC will work with the Illinois State Board of Education to reallocate to Norridge all funds due Norridge for unspent or carryover IDEA Part B funds allocable to Norridge for the 2017-18 school year in the amount of Three Thousand Nine Hundred Sixty-Six and 00/100 (\$3,966.00) Dollars.

3) In the event of an overpayment, LASEC shall pay to Norridge the difference between the 2018 ESY funds paid by Norridge to LASEC under the May 15, 2018 ESY Agreement between LASEC and Norridge and the actual cost of the 2018 ESY Program provided by LASEC to Norridge students under the ESY Agreement.

4. Attendance of Norridge Students at LASEC's Enger School Program.

a. After the effective date of withdrawal from LASEC, Norridge may continue to place at LASEC's Enger School Program ("Enger School"), those students who attended Enger School during the 2017-18 school term ("Enger School Students") for the 2018-19 school term. After the 2018-19 school term, the Enger School Students may attend Enger School only in accordance with this Agreement and to the extent the Enger School Students are given the right to do so under an Illinois statute which becomes effective after the effective date of this Agreement in the form and substance of Senate Bill 2344, as currently pending approval by the Governor. The parties shall not object to, or contest, the Governor's approval of such Senate Bill 2344 and shall request ISBE to apply this Agreement if Senate Bill 2344 becomes law.

b. Norridge shall pay LASEC Sixty-Eight Thousand and 00/100 (\$68,000.00) Dollars as the base non-member fee for each Enger School Student placed at Enger School for the 2018-19 school term. If a right is created by law for the Enger School Students to be placed at Enger School beyond the 2018-19 school term, for each such school term, the base non-member fee shall be increased by five-percent (5%) over the fee for the immediately preceding school term. Payments shall be made in two equal installments – the first on September 1st, and the second on December 1st of each school term. If any of the Enger School Students withdraws from Enger School during the school term, the base non-member fee for the applicable school term shall be prorated from thirty days (30) after the last day of attendance of the Enger School Student at Enger School.

c. Norridge shall be responsible for payment of all basic transportation costs for the Enger School Students to and from Enger School and for such other transportation costs, and on the same basis, as are allocated to the LASEC member districts sending students to Enger School.

d. Norridge shall employ and pay for any one-on-one aide required by the Enger School Students and for any collateral costs for services specified in the IEP's of the Enger School Students associated with attendance at Enger School.

e. Norridge, Enger School staff and LASEC shall work collaboratively to serve the Enger School Students, including, but not limited to, conducting IEP meetings, conducting the tri-annual evaluations, determining appropriate placement and services. Norridge shall demonstrate to the reasonable satisfaction of LASEC that all material provisions of the law applicable to the Enger School Students, including those who attended Enger School during the 2017-18 school year, has been satisfied, including any necessary corrective actions.

f. In the event that the Enger School Staff determines that an Enger School Student cannot be appropriately served at Enger School, Enger School will issue a 30-day notice to Norridge advising them that the student needs to be alternatively placed and that an IEP meeting will be convened.

g. The Enger School Students' teacher shall serve as their case manager.

h. LASEC shall permit Norridge staff to conduct, at Enger School, testing of the Enger School Students with reasonable prior notice.

i. Norridge shall make Medicaid reimbursement claims for all eligible Enger School Students and LASEC shall provide such documentation as reasonably requested by Norridge for such claims.

5. Individualized Education Plan (IEP) and Other Services to Students with Disabilities. On the effective date of Norridge's withdrawal from LASEC, Norridge shall be solely responsible for providing all special education and related services to its resident students who are eligible for such services and LASEC is relieved of any and all such responsibilities, except as provided above with respect to Norridge students continuing to attend LASEC's Enger School Program.

6. Student Records.

a. All student records maintained by LASEC for Norridge students shall be provided to Norridge on or before August 17, 2018. To the extent possible, these records will be provided in their current format, whether paper or electronic copies. LASEC may maintain copies of such records and will be provided full access to the records of any Norridge students who continue to attend LASEC's Enger School Program under this Agreement.

b. All student records maintained by Norridge for the students of other LASEC member districts shall be provided to LASEC on or before August 17, 2018. To the extent possible, these records will be provided in their current format, whether paper or electronic copies. Norridge may maintain copies of such records.

c. LASEC and Norridge shall bear their respective costs in providing the records under this paragraph 6.

7. **Indemnification and Hold Harmless.** In the event that litigation or other legal claim is instituted or asserted by any party against LASEC, Mannheim or any of LASEC's member school districts challenging the validity of this Agreement or of any action or omission taken or not taken in connection with Norridge's withdrawal from LASEC, Norridge shall defend, indemnify, and hold harmless LASEC, Mannheim and any of LASEC's member school districts in such action or claim. Norridge's obligations under this paragraph include, but are not limited to, any action or claim made by, or on behalf of, any student who attended LASEC's Enger School Program during the 2017-18 school year.

8. **Continuing Obligations.**

a. Except as otherwise provided in this Agreement, Norridge will continue to be obligated to LASEC beyond the effective date of the withdrawal for its proportionate share of all liabilities, costs, and other obligations that may arise, including, but not limited to: attorneys' fees, legal costs, settlements, damages and claims of any kind arising from services performed or situations or occurrences that happened prior to the effective date of the withdrawal.

b. Norridge shall comply with the conditions and commitments with respect to a member district which has withdrawn from LASEC as provided for in Article 5, Section 1(d)(i) of the Leyden Area Special Education Cooperative Articles of Agreement.

9. **Attorneys' Fees.** In any litigation which results from an alleged breach of this Agreement, the prevailing party or parties shall be entitled to recover their reasonable attorneys' fees incurred in connection with, and the costs and expenses of, the litigation from the nonprevailing party.

10. **Amendments.** This Agreement may be modified or amended only by written agreement executed by the Parties.

11. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois. In the event any provision of this Agreement is declared invalid by a court of competent jurisdiction, said provision shall be deleted from this Agreement, but all remaining provisions not affected by the deleted provision shall remain in full force and effect, to the extent that doing so would preserve the original intentions of the parties.

12. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties 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.

13. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the party signs as set forth below.

**BOARD OF EDUCATION
MANNHEIM SCHOOL DISTRICT 83,
LASEC Administrative District, Cook
County, Illinois,**

**BOARD OF EDUCATION
NORRIDGE SCHOOL DISTRICT 80,
Cook County, Illinois,**

Marionne Anderson August 8, 2018
President Date

Raquel Brando 8/8/18
President Date

ATTEST:

ATTEST:

Mabel Ayala
Secretary Date

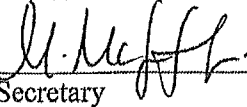
[Signature] 8/8/18
Secretary Date

**LEYDEN AREA SPECIAL EDUCATION
COOPERATIVE, Cook County, Illinois,**



President Executive Board 8-7-18
Date

ATTEST:



Secretary 8-7-18
Date