Amendment Number Three
To an Intergovernmental Agreement

Between

The Illinois State Board of Education ("ISBE"), for its Special Education Services Division

AND

The Sangamon County Regional Office of Education (Contractor)

THIS AMENDMENT NUMBER THREE TO AN INTERGOVERNMENTAL AGREEMENT (this "Amendment") is entered into by and between ISBE and the Contractor (collectively, the "Parties", and each, a "Party") under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq and the intergovernmental cooperation provisions of the Constitution of the State of Illinois.

In view of the mutual covenants herewith contained, the Parties hereby agree as follows:

WHEREAS, the parties entered into that certain Intergovernmental Agreement dated February 23, 2008 (the "Agreement") pursuant to which the Contractor would provide certain support to enable ISBE to meet its obligations as the state agency designated under House Joint Resolution 24 (HJR 24) Special Education Task Force;

WHEREAS, the Parties amended the Agreement effective August 6, 2009 for the purpose of extending the end date from August 15, 2009 to November 16, 2009 and for the purpose of adjusting the payment schedule;

WHEREAS, the Parties subsequently amended the Agreement effective November 16, 2009 to extend the end date from November 16, 2009 to February 15, 2010 (the Contractual Agreement, as amended by the foregoing amendments, is hereafter referred to as the "Agreement");

WHEREAS, the Parties wish to amend the Agreement as set forth herein for the purpose of extending the end date from February 15, 2010 to June 30, 2010, for the purpose of increasing the amount payable under the Agreement by $62,000, for the purpose of adjusting the payment schedule as well as final invoice date and for the purpose of clarifying the Scope of Work; and

WHEREAS, the Parties agree that this Amendment is in the best interest of ISBE and authorized by law.

NOW THEREFORE, BE IT RESOLVED:

1. Pursuant to Paragraph 21 (b) of the Agreement, the Parties hereby amend the Agreement as follows:

   - Paragraph 2 of the Agreement shall be amended insofar as the contract term is extended from February 15, 2010, to June 30, 2010 (unless terminated earlier pursuant to the terms of the Agreement).
• Paragraph (3)(a) of the Agreement is amended only insofar as the maximum amount payable under the Agreement shall increase by $62,000 for a total maximum of $151,904 payable under this Agreement up to and including June 30, 2010 (with a maximum of $74,920 payable from the effective date of the Agreement through June 30, 2009 and a maximum of $76,984 payable for the Term from July 1, 2009 through June 30, 2010).
• Paragraph 3 (b) 2 of the Agreement is amended only insofar as that a final claim must be submitted by July 15, 2010. This claim shall be in lieu of any other claim Contractor might submit for June 2010. Said July claim shall be for Services performed July 1, 2009 through June 30, 2010 and not previously claimed and any sums owing to Contractor for Services performed or costs incurred not claimed as provided herein shall not thereafter be claimable.
• Exhibit A shall be amended insofar as to provide the final report as outlined by HIR 24 shall be due no later than June 15, 2010 instead of February 15, 2010. Additional services to be provided by the Contractor shall include attending up to four meetings as requested, providing continued analysis services and report revisions, and completion of a final product production of a final product.
• Exhibit B shall be amended insofar as to provide that upon completion of the work contemplated herein but no later than June 30, 2010, the Contractor shall provide an invoice for payment for services rendered which in no event shall exceed $62,000.

2. Except as otherwise specifically set forth in this Amendment, all other terms and provision of the Agreement shall remain the same and continue in full force and effect. The Parties agree upon execution of this Amendment, it shall become a binding and integral part of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

Illinois State Board of Education
Christopher A. Koch
State Superintendent of Education or Designee

Sangamon County Regional Office of
Education:

Helen Tolano
Authorized Signature

Approved:

Title:

Fiscal Date

Legal Date

Mariluue Wet 3.1.10

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