



## Mid-Valley Special Education Cooperative

### CLASSROOM USE AGREEMENT

This Classroom Use Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of July 2024, by and between the Board of Education of School District No. 303 ("hereinafter referred to as the 'District'") and Mid-Valley Special Education Cooperative, a special education joint agreement ("hereinafter referred to as "Mid-Valley").

**WHEREAS**, the District has declared that the classroom(s) and/or workspace(s) identified on Exhibit A are unnecessary for school purposes and will not be needed by the District during the proposed term of this Agreement; and

**WHEREAS**, the District has determined that the proposed use of the spaces(s) identified on Exhibit A serves the interest of the community and that it is in the best interest of the District to enter into this Agreement and

**WHEREAS**, Mid-Valley needs additional space to serve the needs of the special education students educated through the Mid-Valley Special Education Cooperative;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1) **Authority.** This lease is being entered into pursuant to the provisions of the *School Code*. The District hereby represents and warrants that it has full authority to enter into this Agreement and be bound by its terms.
- 2) **Classroom Use.** For the period of July 1, 2024 through June 30, 2025, the District leases to Mid-Valley and Mid-Valley hereby leases from the classroom and/or workspace as per Exhibit A.
- 3) **Term.** This Agreement shall remain in full force and effect from July 1, 2024 through June 30, 2025.
- 4) **Responsibilities of the District.**
  - a) The District shall provide all services and utilities, including custodial and maintenance services and supplies necessary to maintain the spaces identified in Exhibit A in normal, habitable condition for classroom instructional purposes and delivery of related services.
  - b) The District shall ensure that the MVSEC classrooms are furnished consistently with other classrooms, including desks and chairs for students and teachers, tables, bookcases, file cabinets, storage cabinets, and window coverings.
  - c) The District shall ensure that the classrooms are provided in a manner consistent with other

classrooms in the school, including customary audio-visual equipment, computer hardware and software, internet access, copy machine facilities, telephone lines, and usage to support the instructional activities and delivery of related services in the classrooms identified above.

- d) The District shall provide administrative assistance in emergencies and guidance on general building policies and procedures necessary to support the instructional activities and delivery of related services in the classrooms identified above.
- e) The District shall provide all other supports and services outlined in Exhibit B.
- f) The District shall keep in force during the Agreement general liability broad form insurance, occurrence-based insurance including property damage, bodily injury, personal injury, contractual liability, and other usual broad form liability endorsement

5) **Responsibilities of Mid-Valley**

- a) In lieu of a direct payment to the District a credit will be applied to the Preliminary Tuition invoice for the use of classroom and/or workspace(s).
- b) Mid-Valley shall employ the certified staff, substitute staff, paraprofessionals and related services professionals necessary to provide the special education and related services to the students placed in the classrooms.
- c) Mid-Valley shall assume the responsibilities set forth in the Articles of Agreement and incorporated herein as Exhibit B.
- d) Mid-Valley shall maintain Illinois Workers Compensation and Occupational Disease Act coverage as well as Employer Liability Coverage for all Mid-Valley employees assigned to work in the spaces identified above.

- 6) **Indemnification.** To the fullest extent permitted by law, Mid-Valley shall indemnify and hold harmless the District from and against all claims, damages, losses and expenses for personal injury or property damage, including but not limited to attorney's fees (including the expenses of investigation, settlement and/or litigation) arising out of or resulting from Mid-Valley's negligent, reckless or willful misconduct. Mid-Valley's indemnification and hold harmless obligation shall survive the termination of this Agreement. To the fullest extent permitted by law, the District shall indemnify and hold harmless Mid-Valley from and against all claims, damages, losses and expenses for personal injury or property damage, including but not limited to attorney's fees (including the expenses of investigation, settlement and/or litigation) arising out of or resulting from the District's negligent, reckless or willful misconduct. The District's indemnification and hold harmless obligation shall survive the termination of this Agreement.

- 7) **Notice.** All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally when mailed by registered or certified mail, postage prepaid, return receipt requested addressed as follows:

**If to District:**

St. Charles CUSD 303  
Dr. Paul Gordon  
201 S. 7th Street  
St. Charles, IL 60174

**If to Mid-Valley:**

Lisa Palese  
Executive Director  
Mid-Valley Special Education Cooperative  
1304 Ronzheimer Avenue  
St. Charles, IL 60174

or such other address or addresses that shall be designated in writing from time to time by either party.

- 8) **Modification.** The terms of this Agreement may be modified only by written mutual agreement by the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the duly authorized officials as of the date set forth above.

BOARD OF EDUCATION OF ST. CHARLES  
DISTRICT 303

THE ADVISORY BOARD OF THE SCHOOL  
MID-VALLEY SPECIAL EDUCATION  
COOPERATIVE

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Chairperson

Approved: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ***Mid-Valley Special Education Cooperative***

**St. Charles CUSD 303**

## **EXHIBIT A**

### **CLASSROOM USE AGREEMENT**

#### **Rental Rates:**

Classroom - \$6,000

Other Space - \$3,000

<b>St. Charles 303</b>	<b>Mid-Valley Room Rental FY 24-25</b>	
School	Room(s)	Rental Credit Rate
To Be Determined	Classroom	\$6,000
<b>Total Rental Credit</b>		<b>\$6,000</b>

# **Mid-Valley Special Education Cooperative**

## **EXHIBIT B**

### **CLASSROOM USE AGREEMENT**

#### **Section 2C. Responsibilities of Member Districts who Host a Mid-Valley Special Education Cooperative Classroom**

Mid-Valley Special Education Cooperative classrooms, the teachers, support staff, and students are considered an integral part of the learning community of the host school. The Host Buildings shall adhere to the following responsibilities:

1. Provide a classroom of comparable size and condition to other classrooms within the building;
2. Provide classroom furniture with the same style and quality as the other classrooms in the building, including chairs, tables, teacher desks, flags, shelves, and storage;
3. Technology in the classroom shall be consistent with other classrooms in the building, including phones, projectors, and other equipment;
4. Staff devices shall be provided to any Mid-Valley Special Education Cooperative certified staff members assigned to classrooms in the district for 100% of the time. These devices shall be the same as those provided to district staff;
5. Certified staff members assigned to the district less than 100% shall be provided access to a district device within the building for printing;
6. Staff access to a color printer to allow staff to provide visual supports and specialized materials for Mid-Valley Special Education Cooperative students;
7. Mid-Valley Special Education Cooperative staff shall be assigned the same access to building entry as the district staff (key fobs, district ID, continued access for weekend and summer work);
8. Mid-Valley Special Education Cooperative staff shall be assigned login names/passwords and email addresses;
9. Mid-Valley Special Education Cooperative classrooms and staff shall be supported with the same utilities, janitorial, and cleaning and maintenance support as other classrooms and staff within the building;
10. Mid-Valley Special Education Cooperative students shall be provided with a 1:1 device comparable to those offered to students of the same chronological age. The home district shall provide specialized AAC devices;

11. Mid-Valley Special Education Cooperative staff and families shall receive the same building and district communication regarding special events, school closures, and other notifications as district staff and families;
12. Personnel (building nurse, secretary, librarian, etc.) and spaces (gym, library, computer labs, etc) available to all students in the building;
13. Health services provided to the general population, including daily medication, first aid, screenings, and emergency care;
14. Opportunities for participation in the general education environment, non-academic activities, and extracurricular activities as identified in the child's Individualized Education Program (IEP);
15. Access to free or reduced lunch for students who meet the qualifications outlined in their home districts.

**Section 2D. Responsibilities of Mid-Valley Special Education Cooperative and Staff Assigned to Host Buildings**

1. Instructional support, supervision, staff evaluation, and student or staff discipline in collaboration with building and district administration;
2. Attendance shall be recorded by the Mid-Valley Special Education Cooperative's classroom teacher. If the Districts require that Mid-Valley Special Education Cooperative teachers take attendance at the school level as well, Mid-Valley Special Education Cooperative teachers shall support this request;
3. Facilitating IEPs and parent meetings with the home district team;
4. Providing specialized health services for conditions related to the student's disabilities, such as tube feeding, suctioning, etc;
5. Providing specialized technology, furniture, and equipment for students to access the school environment;
6. Following the host school's calendar regarding Parent/Teacher conferences and Open Houses;
7. Providing support for additional costs for color printing.