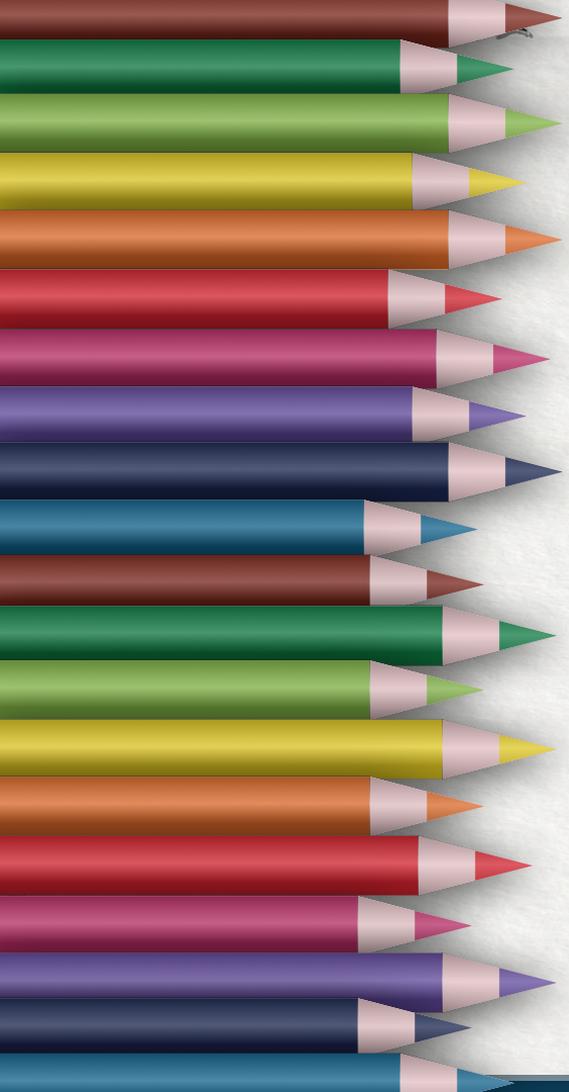


## **Board Workshop**

Wednesday, September 6, 2023 - Board Workshop Meeting to occur immediately following the Advisory Board Meeting but no earlier than 9:30AM

St. Charles Administration Offices, 201 S 7th Street, St. Charles, IL 60174

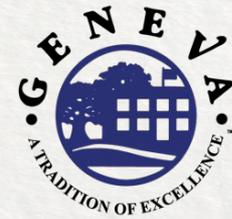
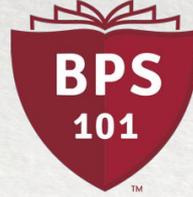
1. **Call to Order**
2. **Approval of the Agenda**
3. **Public Comment**
4. **Celebrations**



**Mid-Valley Special Education Cooperative**

Board Workshop  
September 6, 2023

**"Creating positive, collaborative learning communities to facilitate the advancement of academic, social emotional, vocational and independent living skills for our students by providing excellent, research-based instruction and therapies that meet individual student needs, and provide high quality technical assistance and support to our member districts"**



# Today's Plan



**Introductions**



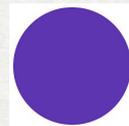
**Celebrations**



**Programs &  
Services**



**Articles of  
Agreement**



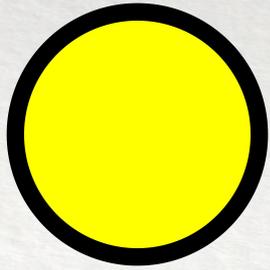
**Focusing on  
the Future**



**Tuition  
Billing**



**Board  
Meetings**



# Introductions

# Mid-Valley Team & District Partners

**Mid-Valley Special  
Education  
Cooperative**

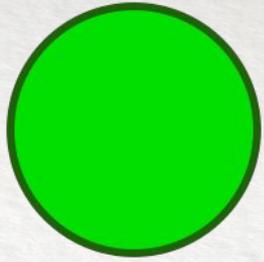
**D101  
Batavia**

**D301  
Central**

**D302  
Kaneland**

**D303  
St. Charles**

**D304  
Geneva**



# **Celebrations**

# Mades Johnstone

## Significant Curricular Changes

- All new literacy for K-5
- Final integration of new math curriculum K-8
- 4 Teachers trained in Orton Gillingham
- New K-5 Social Studies curriculum
- Full integration of K-12 Science curriculum
- Daily SEL Lessons K-12

## Students Transitioning Back to Districts

- 4 elementary students- fully transitioned back to their home schools
- 1 Middle-School student partially transitioned back to her home school
- 2 HS students fully transitioned, and 4 partially transitioned back to their home schools,

## Community Partnerships

- Kane County ROE
- Kim Boatner, CDAC
- 10 Nursing Assistants
- CAAEL- Sports League

# Program Wide

## CPI & RTO Training

- First year to bring almost all of our staff together by teams for 8 hour training
- Huge focus on de-escalation techniques/support for students
- Significant decrease in Restraint/Time-Out
- Invited to present at IAASE to share our story!

## Nursing Training

- 1st Annual full-day nursing training led by Jeanne Danos & Tressa Matuszewski
- Focus on consistent practices for charting & Medicaid
- “We are ALL Special Educators”- ensuring that our nurses are jumping in to support our students with communication, instructional support, behavior needs.

## Homebound & Home Instruction

- Wonderful collaboration with our District Liaisons
- Team-members stepping up to support students at home
- Building trust with parents and students to help them get back to school!

# Program Wide

## New Teachers

- Collaborated with our Instructional/Behavioral Coaches to provide a wonderful new staff week individualized to each new team member
- Provided STAR & LINKS training
- Focus on high-standards for mentors & mentees
- Prioritized new staff for coaching support- leading to wonderful start for all!

## SEA/SAIL

- First year of implementing TeachTown “Transition to Adulthood” curriculum in the SAIL program.
- Restructured instructional space at the Shelby building to accommodate a growing population of students.
- New partnership with Hansen Plastics Corporation as a job training site for students in the SEA program.

## New Pathways & ELS

- New integration of ULS math curriculum
- Students transitioning from ABLE to ELS with a lot of training & support
- New classroom in D301 has been a huge success- very welcoming building!

# Student Spotlight- Meet Mia!



# Parent Spotlight- Quotes from Mia's Mom...

*“Mia couldn't wait to go back to school today. She woke up this morning and started playing 'The Wheels on the Bus go Round & Round' on her device as she looked out the window waiting for the bus to arrive!”*

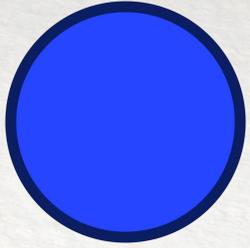


*“When Mia arrived home she was so happy- I'm crying of JOY”*

*“I thought I would be scared and nervous, but I am not- I am just so grateful!”*

*“ When Mia came home today she explored the house for the first time. She even ate a cookie and a banana- this is a big deal because she never wants to stay downstairs.”*

*“Wow! Thank you Jesus!”*



# Programs & Services

# Before We Start...

- **Visualize Your Mid-Valley Student**
- **Recognize that each district needs us in different ways**



# Specialized Programs

## Bright Beginnings Preschool

Designed to develop pre-academic and communication skills of preschoolers (ages 3 through 5) with developmental delays in pre-academic, social, behavioral, and/or communication skills. The Bright Beginnings Preschool program offers a small, structured classroom. This program was new to Mid-Valley last year and has been very successful in supporting students from D302 who may need the supports of New Pathways or ELS as they transition to kindergarten. Our hope is to support students from our other districts this year. **The program is staffed on a 1 adult to 2 students ratio.**

## Ability Based Learning Education (ABLE)

Our ABLE program is designed for students with multiple, severe disabilities, often demonstrating significant physical, cognitive, communication and medical needs in grades K-12 and all the way up to the age of 22. The Ability Based Learning and Education classroom utilizes a multi-sensory approach to learning. Assistive technology to support instruction is embedded into each student's daily program. All of our current ABLE students require the support of 2 adults for lifting and toileting and approximately 50% of our ABLE students require the support of a 1:1 nurse to keep them safe at school and on the bus. **The program is staffed minimally on a 1 adult to 2 students ratio to support the significant needs of our students in all areas.**

# Specialized Programs

## Educational Life Skills (ELS)

ELS is a cross categorical instructional program for students with intellectual disabilities and/or other disabilities with similar characteristics. Over the past few years we have welcomed several students with more complex medical needs- leading to more nursing support in our classrooms. ELS is also on a two student to one adult ratio, which supports the intensive instructional, social/behavioral, toileting and medical needs of our students. **In our ELS program, students that require 1:1 support typically have significant medical needs or struggle with elopement.**

## New Pathways

Designed for students whose communication needs significantly impact their education. New Pathways classrooms offer a small, structured environment which supports intensive instructional programming, social/behavioral skill development and generalization opportunities, both within the classroom and in the general education environment. The vast majority of our students in this program utilize alternative forms of communication and have individualized behavioral plans to support their needs. **New Pathways is also staffed on a two student to one adult ratio. However, some New Pathways students require 1:1 support in order to navigate the school environment safely.**

# Specialized Programs

## New Directions

New Directions is a Public Day School Program designed to support students whose primary needs are emotional or behavioral in nature, and whose needs cannot be successfully met in a traditional public school setting. The physical structure of the school is smaller to allow for greater individualization of instruction and increased opportunities to learn and practice positive coping strategies throughout the entire day. Students spend up to 100% of their day in this program, with the goal of a gradual transition back to their home school or graduation, depending on the student's needs and IEP goals.

**The staff to student ratios vary depending on the grade level. Our elementary programs are staffed with 1 teacher and 1-2 TAs. Middle School is co-taught with 2 teachers in each classroom and no TAs. High School is one teacher and one TA.**

## Safe Schools

Safe Schools students receive an individually tailored program to meet their unique needs. Students come to Safe Schools in lieu of expulsion and in many cases do not receive special education services. Participants earn credit and re-entry to their district school and/or a high school diploma upon completion of the program. Diplomas are issued from the home high school.

Safe Schools is staffed by one full time teacher who also supports individualized instruction and alternatives to out of school suspension for students in the New Directions program.

The Safe Schools program is fully-funded by grants from ISBE and the ROE.

# Specialized Programs

## Students Entering Adulthood (SEA)

The goal of the SEA Transition Program is to prepare students for the transition from high school to adult living. Typical students served by this program are between the ages of 18 and 22, have completed high school with a diploma and their IEP reflects a need for further support through public education. This may include acclimating students to a college campus, facilitating support through the college disability service office, providing vocational services and/or social/emotional support. Certified staff members provide support through scheduled meetings with the student or groups of students.

The staff to student ratio in the SEA program is currently 1 Case Manager/Vocational Specialist for 17 students. A job coach is shared between the 2 classrooms.

## Students Attaining Independent Living (SAIL)

The S.A.I.L. transition program is a community-based, life-skills program for students ages 18-22. The goal of the program is to prepare students for the transition from public education to adult living at age 22. The program uses supported real-life experiences to facilitate the development of independent adult skills. As appropriate, students practice their independent skills in community settings.

The majority of our SAIL students transition to us from our own New Pathways & ELS programs. However, many others join us after participating in specialized programs at their home-school.

The staff to student ratio in our SAIL program varies as our students are often in multiple locations/job sites throughout the week. Most classrooms have one classroom and two TAs for 8-13 students.

# Additional Specialized Services

## Hearing Itinerant Teachers

Hearing Itinerant Teachers serve students ages 3-22 who have been identified with hearing loss. These teachers provide direct instruction minutes, implement follow-up procedures, and help to identify those who qualify for and are in need of hearing service intervention throughout the 5 member districts.

## Related Services & Supplementary Services

- Adaptive PE
- Speech/Language Therapy
- Occupational Therapy
- Physical Therapy
- Social Work
- Vocational Specialists
- Job Coaches
- Nursing
- Certified Nursing Assistants
- Teaching Assistants
- Interpreters (NIA)
- School Psychologist
- Drug/Alcohol Services (contract)
- Vision Services (NIA)



# Additional Specialized Services

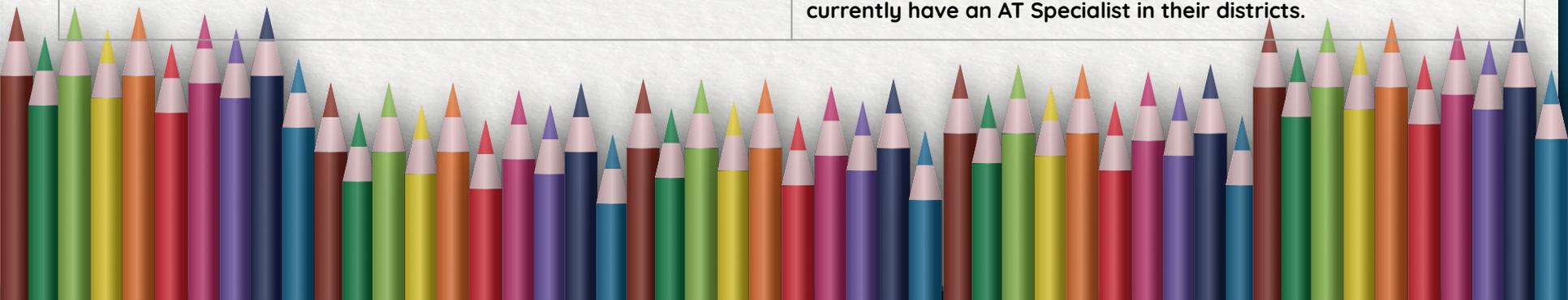
## Instructional/Behavioral Coaches

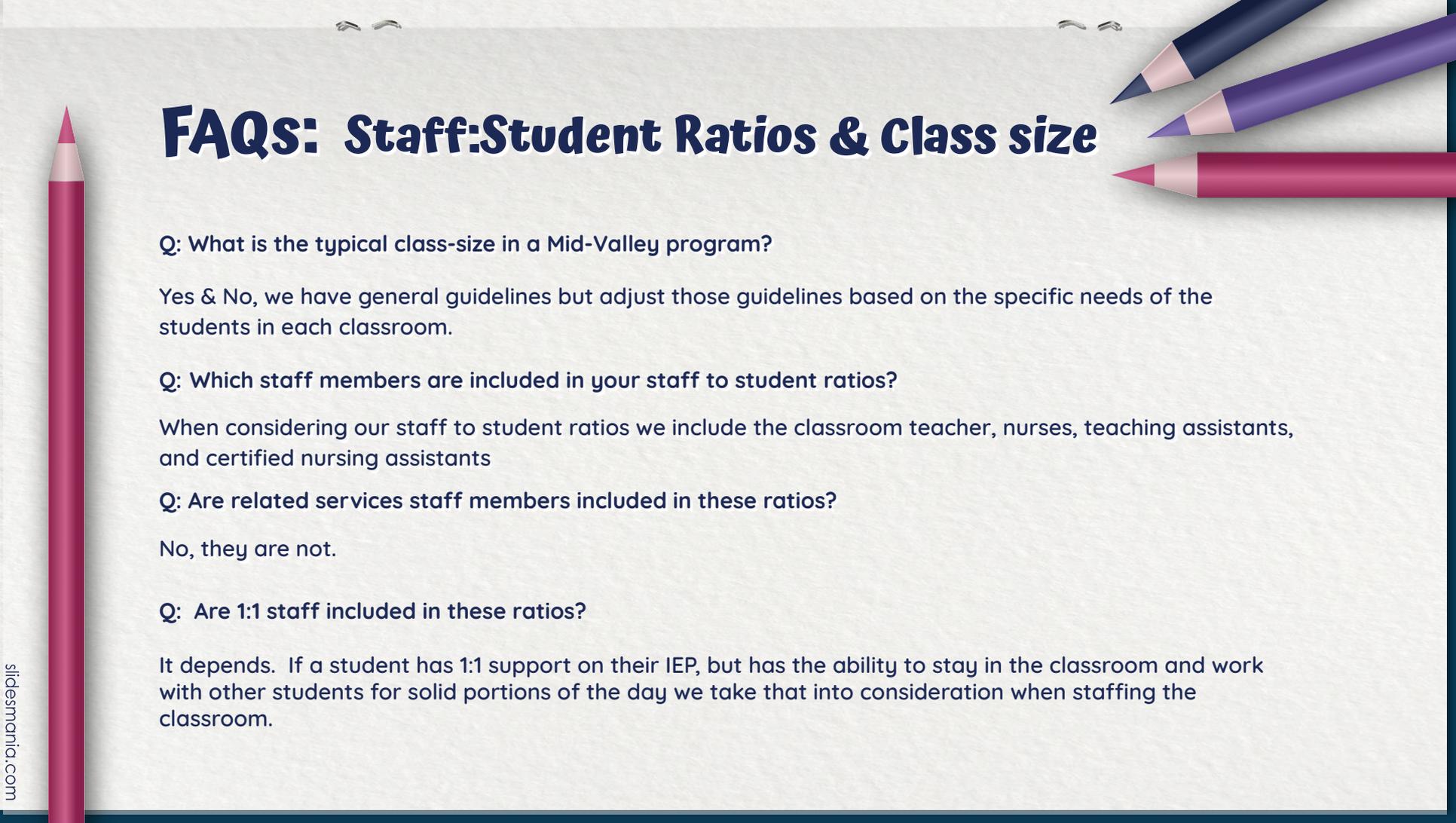
Coaches serve as consultants, facilitators, and professional development providers. Mid-Valley staff can request coaching support. Coaches engage in and support a wide variety of activities including curriculum planning and implementation, supporting the FBA/BIP process, classroom design and set-up for new teachers and more. In addition to our specialized classrooms, D301 & D302 have contracted the support our coaching team. **Mid-Valley has 2.8FTE coaches dedicated to Mid-Valley programs and CPI throughout 3 member districts and 1.0 FTE split between D301 & D302.**

## Assistive Technology

MVSEC provides assistive technology services that may include: assessing the need for assistive technology; finding, adapting, maintaining and repairing the assistive technology, as needed; training the student to use the assistive technology; or training the school staff and family to use the assistive technology.

**Our AT Specialist supports our 35 specialized classrooms throughout the Cooperative as well as many of our IT needs. Periodically, she is able to support D301 & D302 as they do not currently have an AT Specialist in their districts.**





# FAQs: Staff:Student Ratios & Class size

**Q: What is the typical class-size in a Mid-Valley program?**

Yes & No, we have general guidelines but adjust those guidelines based on the specific needs of the students in each classroom.

**Q: Which staff members are included in your staff to student ratios?**

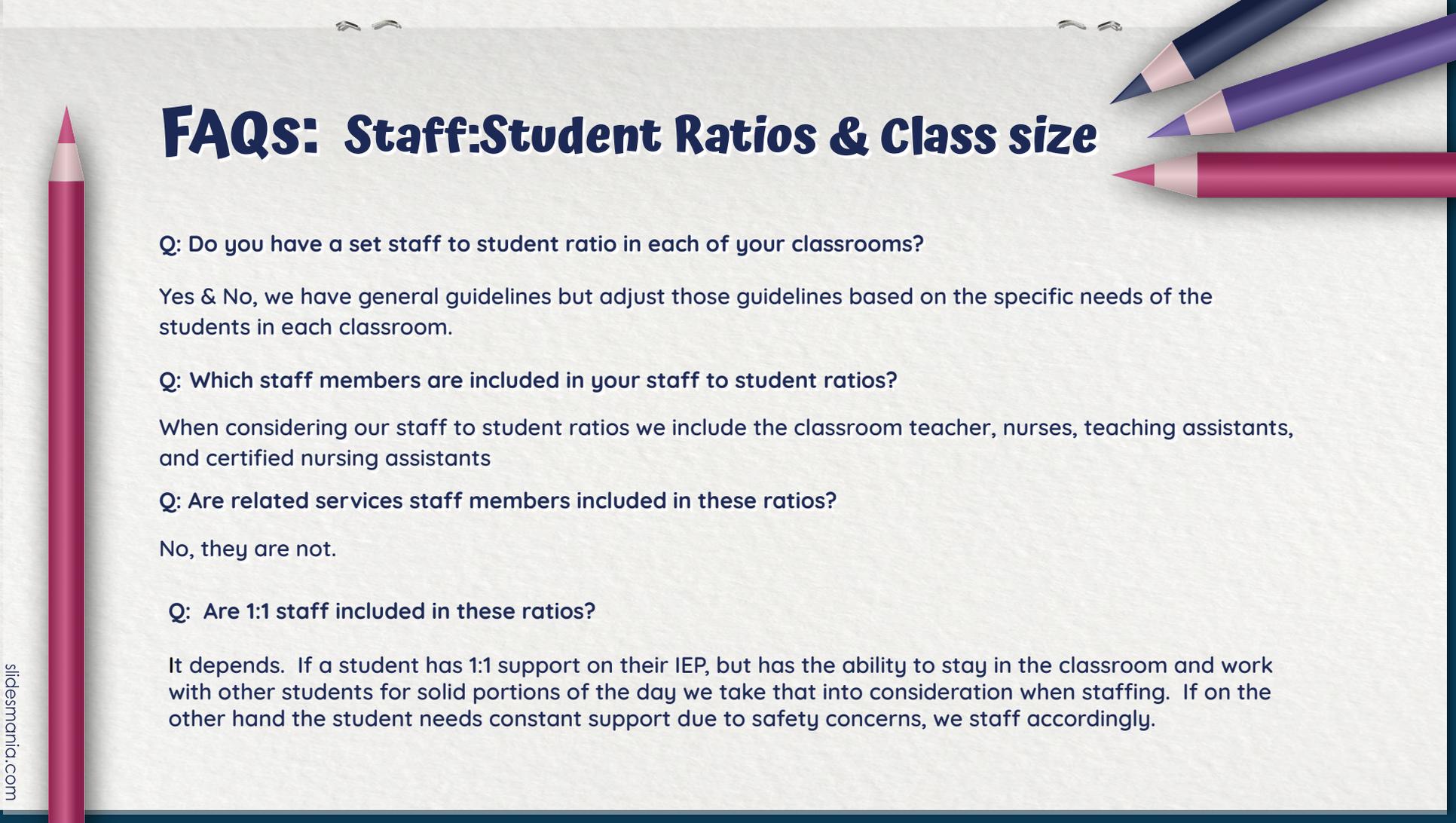
When considering our staff to student ratios we include the classroom teacher, nurses, teaching assistants, and certified nursing assistants

**Q: Are related services staff members included in these ratios?**

No, they are not.

**Q: Are 1:1 staff included in these ratios?**

It depends. If a student has 1:1 support on their IEP, but has the ability to stay in the classroom and work with other students for solid portions of the day we take that into consideration when staffing the classroom.



# FAQs: Staff:Student Ratios & Class size

**Q: Do you have a set staff to student ratio in each of your classrooms?**

Yes & No, we have general guidelines but adjust those guidelines based on the specific needs of the students in each classroom.

**Q: Which staff members are included in your staff to student ratios?**

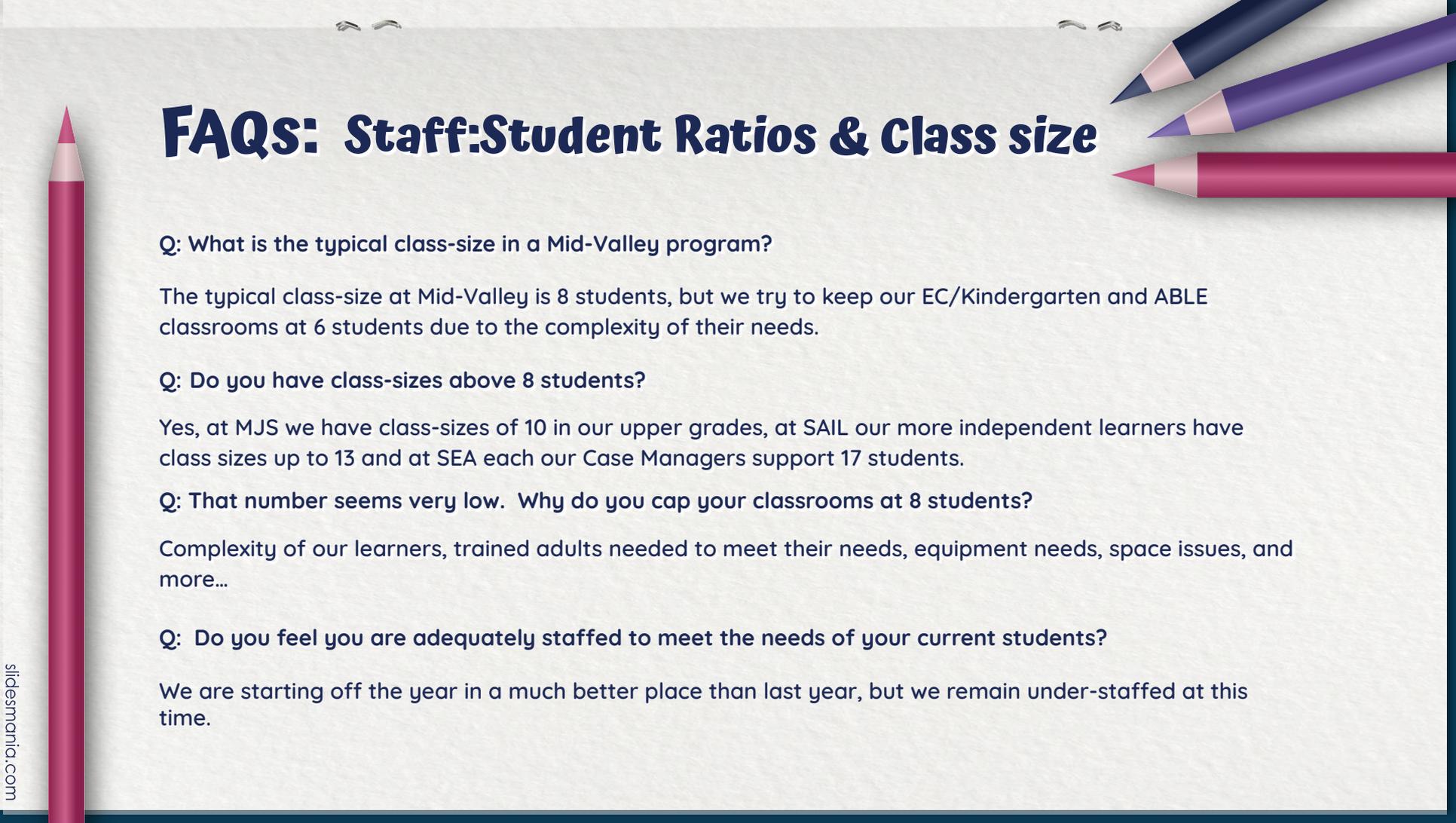
When considering our staff to student ratios we include the classroom teacher, nurses, teaching assistants, and certified nursing assistants

**Q: Are related services staff members included in these ratios?**

No, they are not.

**Q: Are 1:1 staff included in these ratios?**

It depends. If a student has 1:1 support on their IEP, but has the ability to stay in the classroom and work with other students for solid portions of the day we take that into consideration when staffing. If on the other hand the student needs constant support due to safety concerns, we staff accordingly.



# FAQs: Staff:Student Ratios & Class size

**Q: What is the typical class-size in a Mid-Valley program?**

The typical class-size at Mid-Valley is 8 students, but we try to keep our EC/Kindergarten and ABLE classrooms at 6 students due to the complexity of their needs.

**Q: Do you have class-sizes above 8 students?**

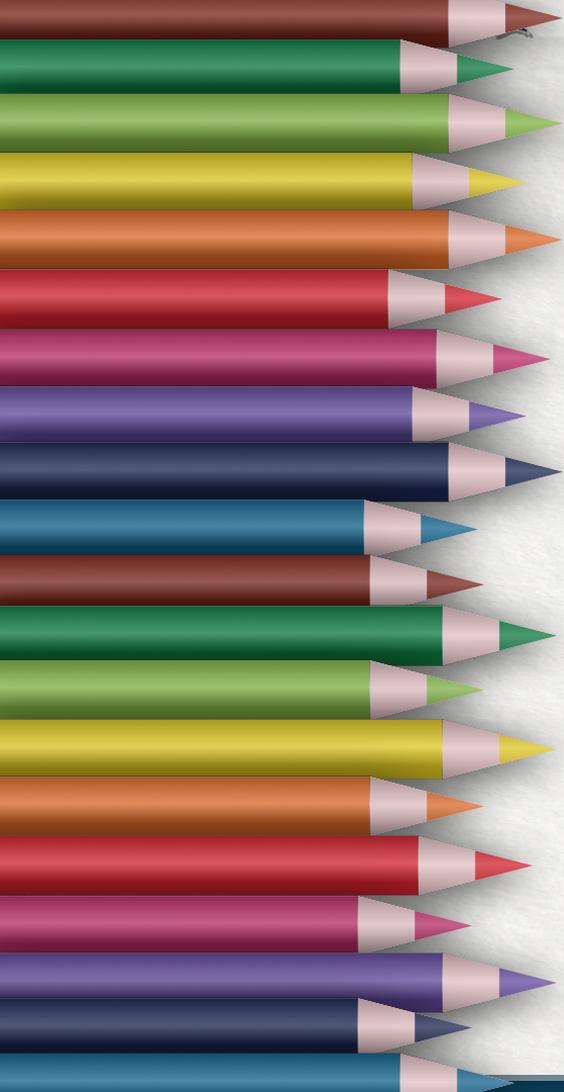
Yes, at MJS we have class-sizes of 10 in our upper grades, at SAIL our more independent learners have class sizes up to 13 and at SEA each our Case Managers support 17 students.

**Q: That number seems very low. Why do you cap your classrooms at 8 students?**

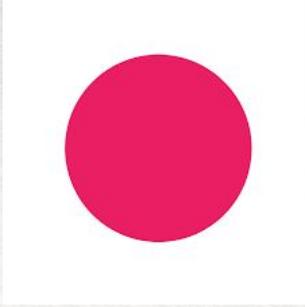
Complexity of our learners, trained adults needed to meet their needs, equipment needs, space issues, and more...

**Q: Do you feel you are adequately staffed to meet the needs of your current students?**

We are starting off the year in a much better place than last year, but we remain under-staffed at this time.

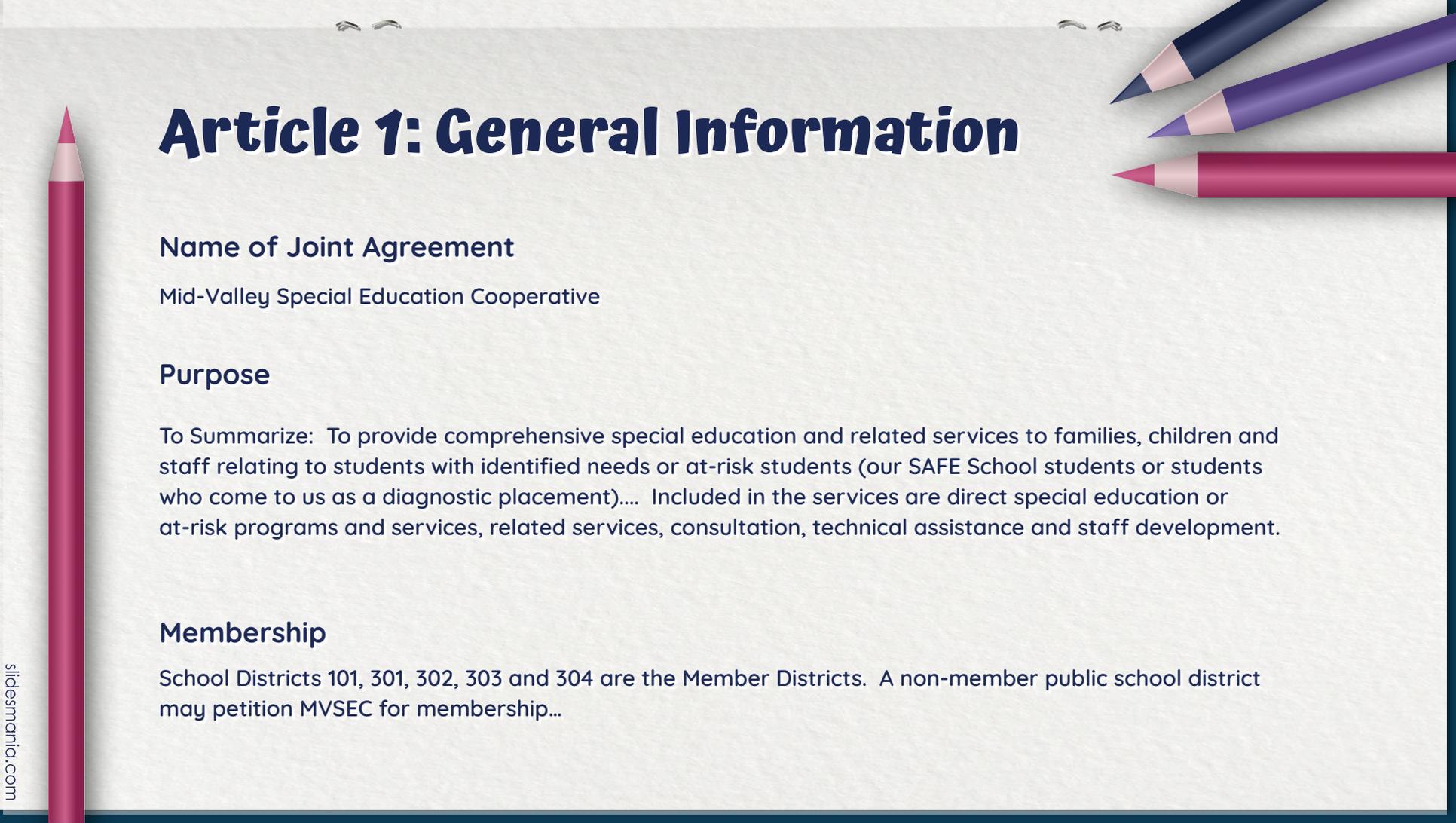


**Any Questions or  
Feedback?**



# Articles of Agreement

(This is a summary- please refer to the full document that is in your folders)



# Article 1: General Information

## Name of Joint Agreement

Mid-Valley Special Education Cooperative

## Purpose

To Summarize: To provide comprehensive special education and related services to families, children and staff relating to students with identified needs or at-risk students (our SAFE School students or students who come to us as a diagnostic placement)... Included in the services are direct special education or at-risk programs and services, related services, consultation, technical assistance and staff development.

## Membership

School Districts 101, 301, 302, 303 and 304 are the Member Districts. A non-member public school district may petition MVSEC for membership...

## Section 3.A. Responsibilities of Member Districts

<p>1. Districts shall promptly pay all bills</p>	<p>2. Shall commit their Superintendents or designee to attend the Advisory Board meetings each month</p>	<p>3. Shall have the right to receive appropriate services, programs and administrative support...</p>	<p>4. Shall be responsible for providing FAPE to all students... whether these services are provided by the Member District or MVSEC</p>
<p>5. ... shall assist the governing board in accomplishing the purposes set forth in the Articles of Agreement and work collaboratively to provide for the needs of all special ed students within the 5 member districts</p>	<p>6. Shall perform and provide such other services as determined by the Advisory Board consistent with the law and the purpose of the MVSEC</p>	<p>7. Member districts shall have such other responsibilities as set forth in this Agreement</p>	

# Article 1: Continued

## Amendment of Joint Agreement

The Articles of the Joint Agreement shall be amended upon approval of at least three quarters of the Boards of Education of the Member Districts, provided that the approval is within 90 days of the Advisory Board's approval of the amendment.

## Withdrawal of a School District from Joint Agreement (Voluntary Withdrawal)

Key Steps: In the calendar year PRIOR to a request to withdraw from the Cooperative

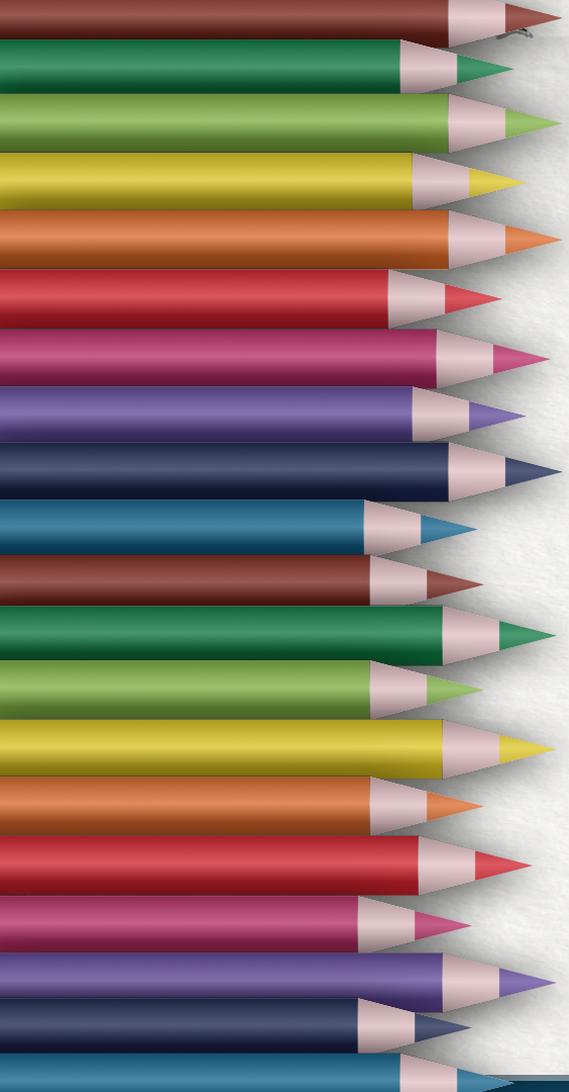
- By January 31: Petition for withdrawal must be presented to the MVSEC Advisory Board
- By September 1: Must be approved by all Member District Boards of Education

After Approval:

- Effective on July 1 in the following calendar year
- Districts may request continued participation in select programs (must be approved by Advisory Board)

## Removal of a School District from Joint Agreement

If the Advisory Board finds that a Member District has materially breached the Articles of Agreement or the Cooperative policies, the Advisory Board may put Member District on written notice. Please refer to pp. 5-6 of the Joint Agreement for more information on this topic.



# Article 1

Are there any suggested amendments to this Article 1 of the Articles of Agreement?

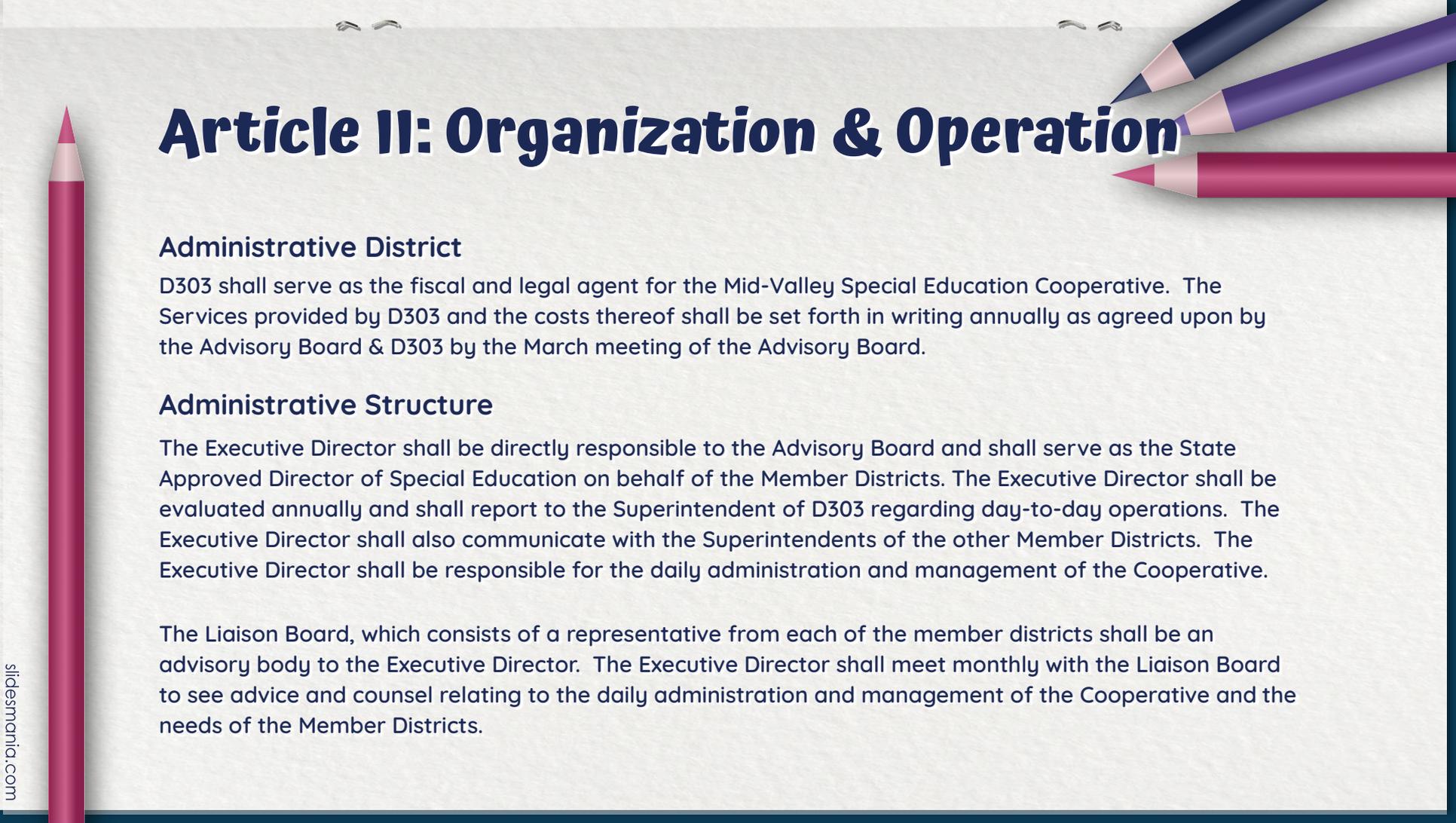
# Article II: Organization & Operation

## Advisory Board

- Consists of the superintendents or their designee/alternate from each of the Member Districts
- Districts may not appoint their special education liaisons as a Superintendent's designee on a permanent basis
- The Chairperson shall be the Superintendent from D303 or his designee who is responsible for conducting the meetings and approving the agenda
- Agendas shall be prepared by the Executive Director with the advice and input of the Advisory Board
- There shall be a Vice Chairperson, a Treasurer and a Secretary
  - ◆ The Secretary shall be responsible for keeping and disseminating minutes to the members
  - ◆ The remaining officers shall be determined by the majority vote of the Superintendents on an annual basis
- Each Member District representative shall be entitled to cast one vote
- No votes shall be cast on any matter unless a quorum is present, and either the Superintendent or his or her designee shall count for purposes of establishing a quorum
- Propositions shall pass upon a majority vote of a quorum

# Responsibilities of the Advisory Board

1. To receive and review proposed amendments to these Articles of Agreement	2. To adopt and annual budget	3. To determine the nature and extent of services MVSEC shall provide to its Member districts	4. To determine the need for site acquisition, new construction or improving existing buildings
5. To expend funds as provided in the adopted budget	6. To incur debt as provided under the <i>School code</i>	7. To approve all payments and direct all appropriate action for payment	8. To employ the Executive Director and to approve the employment of other personnel; to set salaries and terms of employment
9. To approve the resignation and dismissal of any employee	10. To evaluate the performance of the Executive Director	11. To lease or purchase real estate for use by Mid-Valley	12. To adopt a calendar of annual meetings to be held monthly and in accordance with the laws of the state of IL
13. To establish Advisory Board committees as deemed necessary	14. To establish basic policies and procedures	15. To approve contracts of services providers, labor unions, professional organizations	16. To address such other matters and take such other actions as necessary



# Article II: Organization & Operation

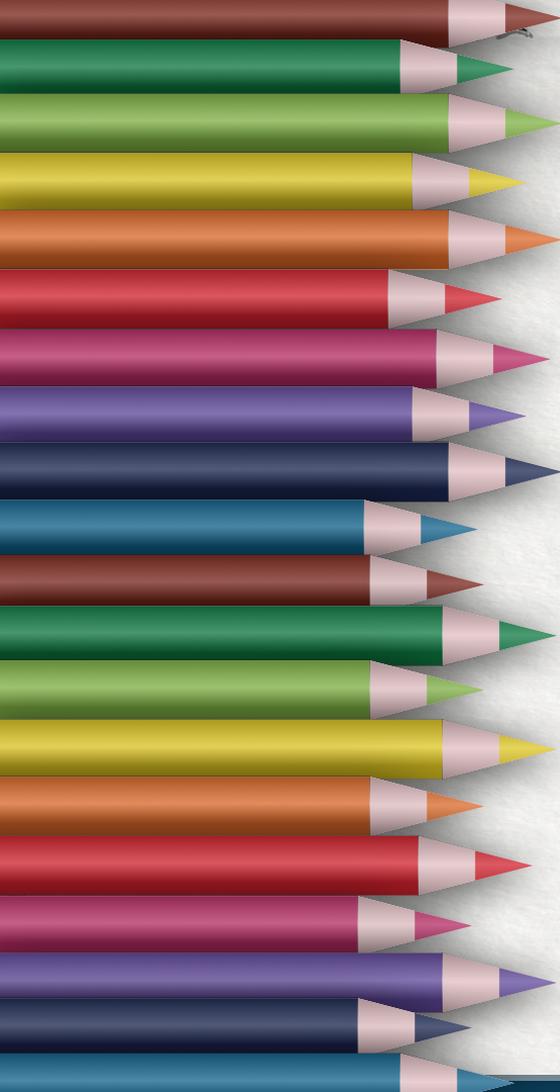
## Administrative District

D303 shall serve as the fiscal and legal agent for the Mid-Valley Special Education Cooperative. The Services provided by D303 and the costs thereof shall be set forth in writing annually as agreed upon by the Advisory Board & D303 by the March meeting of the Advisory Board.

## Administrative Structure

The Executive Director shall be directly responsible to the Advisory Board and shall serve as the State Approved Director of Special Education on behalf of the Member Districts. The Executive Director shall be evaluated annually and shall report to the Superintendent of D303 regarding day-to-day operations. The Executive Director shall also communicate with the Superintendents of the other Member Districts. The Executive Director shall be responsible for the daily administration and management of the Cooperative.

The Liaison Board, which consists of a representative from each of the member districts shall be an advisory body to the Executive Director. The Executive Director shall meet monthly with the Liaison Board to see advice and counsel relating to the daily administration and management of the Cooperative and the needs of the Member Districts.



# Article 2

Are there any suggested amendments to this Article 2 of the Articles of Agreement?

# Article III: Program

## Arrangement for Physical Facilities

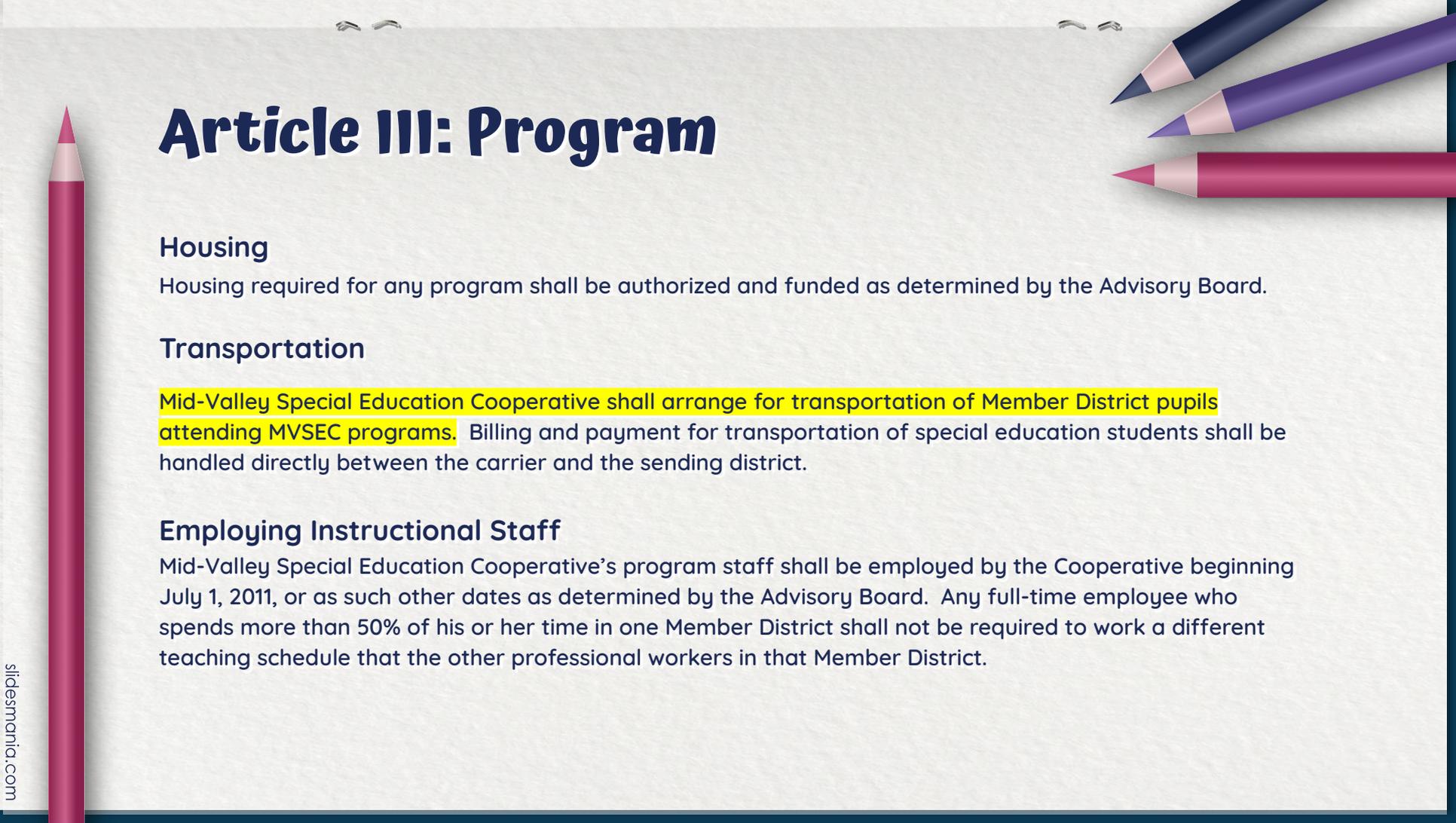
Member districts shall provide classrooms for classes placed in their districts. Additional classrooms may be built by the Mid-Valley Special Education Cooperative as approved by the Advisory Board. Each member district shall receive rental payment for the use of the classroom.

## Determination of Programs

The Executive Director shall recommend to the Advisory Board no later than March 1 of each year the nature and type of programs and services the Cooperative shall provide and such programs and services shall be approved by the Advisory Board by March 31 of each year.

## Commitment for Classroom Space

No later than March 1 of each year, the Member District shall commit to the Executive Director and Advisory Board the location and number of classrooms to be offered and shall specify any current classrooms that will not be available for special education programs.



# Article III: Program

## Housing

Housing required for any program shall be authorized and funded as determined by the Advisory Board.

## Transportation

Mid-Valley Special Education Cooperative shall arrange for transportation of Member District pupils attending MVSEC programs. Billing and payment for transportation of special education students shall be handled directly between the carrier and the sending district.

## Employing Instructional Staff

Mid-Valley Special Education Cooperative's program staff shall be employed by the Cooperative beginning July 1, 2011, or as such other dates as determined by the Advisory Board. Any full-time employee who spends more than 50% of his or her time in one Member District shall not be required to work a different teaching schedule that the other professional workers in that Member District.

# Article III: Program

## Finance- Operating and Personnel Costs

The costs of the Mid-Valley central administrative staff and services shall be prorated by Member District according to the number of full-time equivalences of staff assigned to MVSEC programs and or services, offset by any tuition received from any non-Member District student in attendance.

MVSEC shall furnish such special materials, equipment and supplies as necessary to operate each classroom. The costs will be prorated according to students enrolled and offset by any tuition received from any non-Member District student in attendance.

The costs for staff of MVSEC self-contained programs will be prorated according to the number of students enrolled from each Member District and offset by any tuition received from any non-Member District student in attendance.

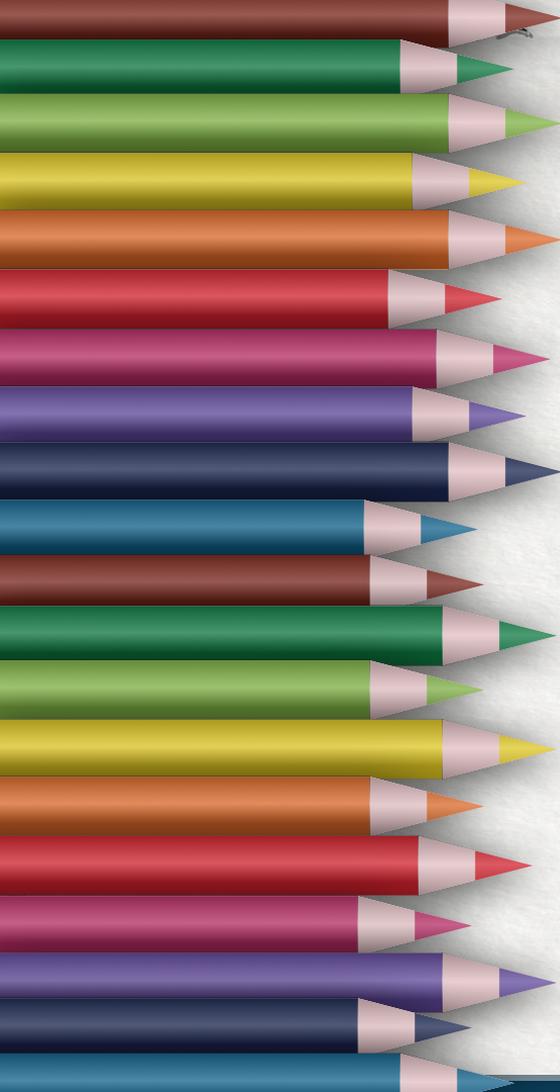
The costs of staff of Mid-Valley itinerant programs shall be prorated per student IEP minutes per week.

The cost of individual instructional assistant will be the responsibility of the Individual Member District.

# Article III: Program

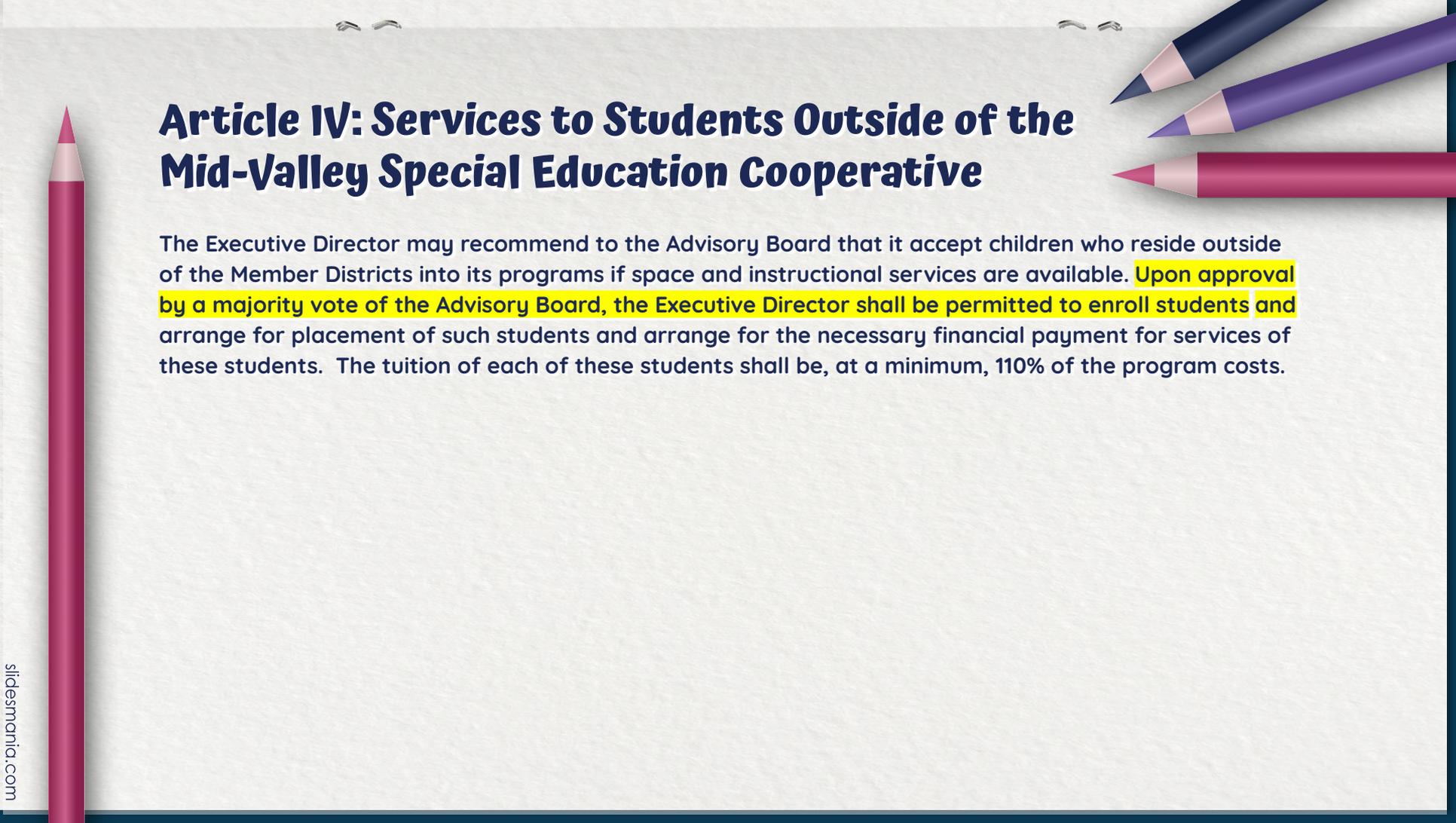
## Finance- Billing

1. **The Administrative District** will maintain an accounting system which will determine the costs of each program so that these may be determined with exactness. The costs will then be prorated based upon the student enrollment of each Member District in each program among the participating districts.
2. Participating Member Districts will be billed **50% of the estimated yearly tuition** in June or July based on the estimated number of students enrolled per program, converted to enrollment days. **Payments will be made to Mid-Valley over four months beginning August 1st through November 1st. The remainder of the yearly tuition will be billed in December based on current days of enrollment. Payments will be due to Mid-Valley over four months beginning January 1st through April 1st. The final tabulation will be made after the fiscal year is closed, to either bill for additional costs or refund money collected.**
3. MVSEC will reimburse the Administrative District the direct costs for conducting business of the Cooperative as agreed by the parties pursuant to the enumerated costs set forth in writing and presented each year by the Administrative District by the Advisory Board's March meeting.



# Article 3

Are there any suggested amendments to this Article 3 of the Articles of Agreement?



## **Article IV: Services to Students Outside of the Mid-Valley Special Education Cooperative**

The Executive Director may recommend to the Advisory Board that it accept children who reside outside of the Member Districts into its programs if space and instructional services are available. **Upon approval by a majority vote of the Advisory Board, the Executive Director shall be permitted to enroll students and arrange for placement of such students and arrange for the necessary financial payment for services of these students.** The tuition of each of these students shall be, at a minimum, 110% of the program costs.

# Article V: Dissolution Procedures

Dissolution of the MVSEC may be authorized by the affirmative vote of three quarters of the entire membership of the Advisory Board in the following manner:

- 1) Any member of the Advisory Board may submit a resolution to the Chairperson of the Advisory Board proposing that the MVSEC be dissolved. The question of such a solution shall be submitted by vote to a meeting of the Advisory Board, which may either be a regular or special meeting.
- 2) Written notice stating the purpose, or one of the purposes of a meeting is to consider the dissolution of the MVSEC shall be given to each member of the Advisory Board.
- 3) Such a motion shall be filed at least one year prior to the request of effective date of dissolution.

## Effect of Dissolution

Upon dissolution, MVSEC shall not thereafter carry on any business except that necessary to conclude and liquidate its business affairs, including, but not limited to liquidating and/or collecting receivables or causing the honorable dismissal or otherwise terminating the employees of the MVSEC and taking other actions as may be necessary to wind up the affairs of the Mid-Valley Special Education Cooperative.

# Article V: Dissolution Procedures

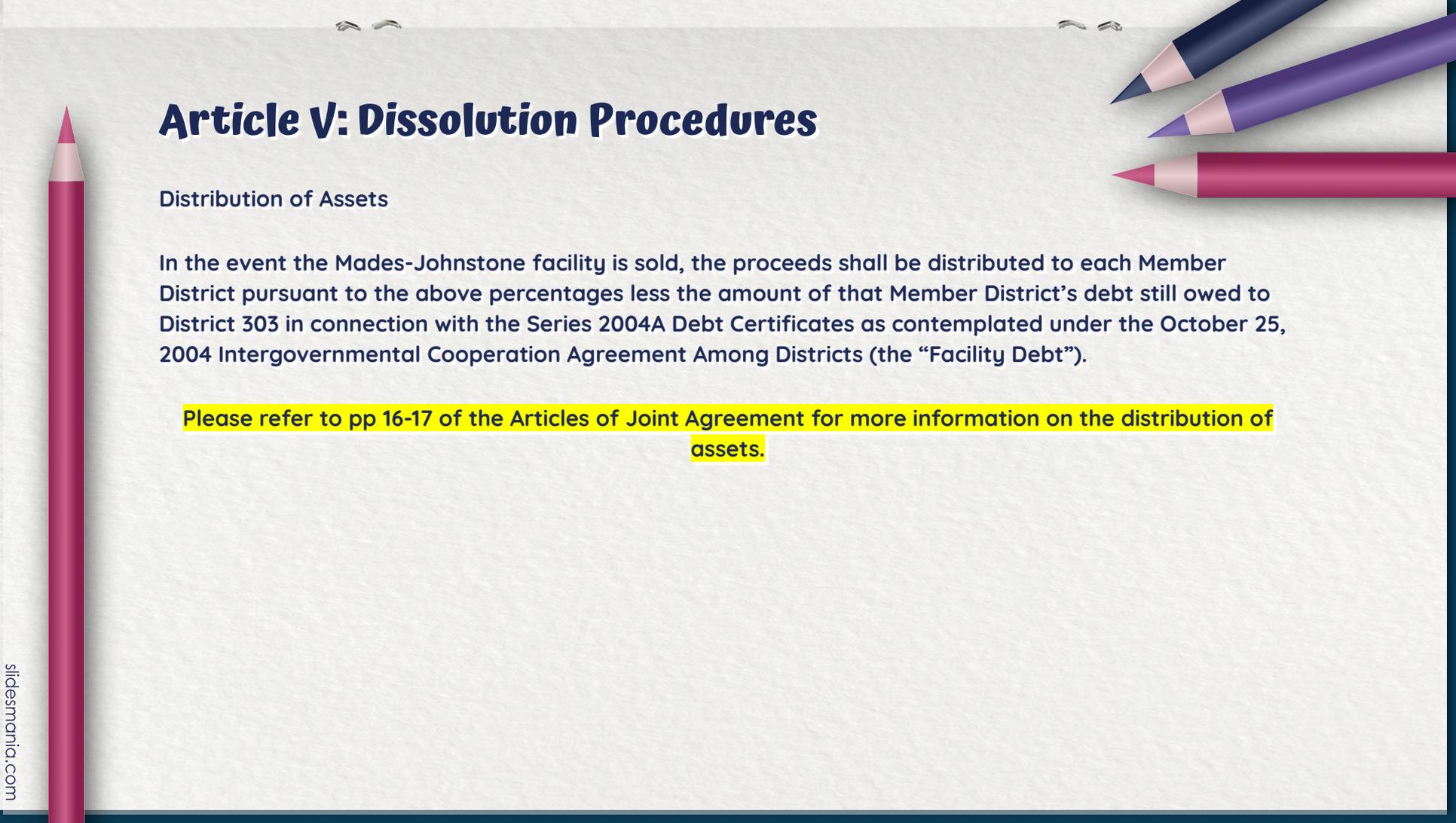
## Distribution of Assets

The Cooperative shall return to each then-current member board **any unspent Federal IDEA Part B funds generated by students in the school district (i.e., “carryover”).** Once the Mid-Valley Special Education Cooperative has accounted for all of its remaining assets and liabilities, any remaining assets after such accounting and payment liabilities shall be distributed to each Member District in accordance with the following formula:

Each Member District shall receive a proportionate share of remaining assets based on the number of students enrolled from each Member District in MVSEC in each Cooperative program and/or receiving related services as provided in the most current Fall Housing Reports.

As of the 2009-2010 school year, the proportionate share of each Member District is as follows:

Batavia 101:	21%
Central 301:	11%
Kaneland 302:	17%
St. Charles 303:	35%
Geneva 304:	15%

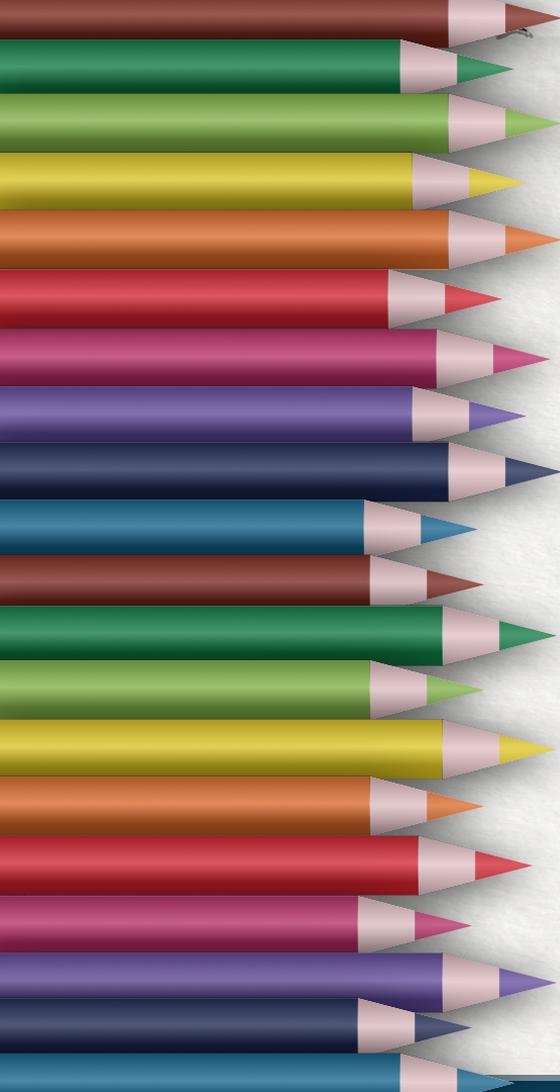


# Article V: Dissolution Procedures

## Distribution of Assets

In the event the Mades-Johnstone facility is sold, the proceeds shall be distributed to each Member District pursuant to the above percentages less the amount of that Member District's debt still owed to District 303 in connection with the Series 2004A Debt Certificates as contemplated under the October 25, 2004 Intergovernmental Cooperation Agreement Among Districts (the "Facility Debt").

Please refer to pp 16-17 of the Articles of Joint Agreement for more information on the distribution of assets.



# Article 4

Are there any suggested amendments to this Article 4 of the Articles of Agreement?

# Articles of Agreement vs. % of Students Served

## Articles of Agreement

Projects, **Operations & Maintenance,** )

Batavia 101: 21%

Central 301: 11%

Kaneland 302: 17%

St. Charles 303: 35%

Geneva 304: 15%

## (Percentage of Students Served

**(Everything else)**

Batavia 101: 16%

Central 301: 25%

Kaneland 302: 23%

St. Charles 303: 13%

Geneva 304: 20%

Other Districts: 2%

# Key Examples...

## Operations & Maintenance

- Billed by FTE by Articles of Agreement
- Increase in Custodial services: 6.92%, \$4,009
- Projects include:
  - Removing a wall at MJS in order to increase classroom space (\$12,900.00)
  - Replace broken/missing blinds on doors at MJS
  - MJS roof replacement (Estimated \$650,000)

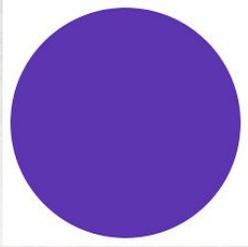
District	Articles of Agreement Percentage	Actual Cost for Operations & Maintenance
D101 Batavia	21.20%	\$57,937
D301 Central	11.20%	\$30,608
D302 Kaneland	17.20%	\$47,006
D303 St. Charles	35.20%	\$96,197
D304 Geneva	15.20%	\$41,540
<b>Total</b>	<b>100%</b>	<b>\$273,288</b>

## Mid-Valley Special Education Cooperative Roof Replacement

DISTRICT	District Allocation Amount for Full Roof Replacement FY24 (Based on Articles of Agreement)	Payment Preference per District
D101	\$137,056 (21.2%)	FY24
D301	\$72,407 (11.2%)	FY24
D302	\$111,196 (17.2%)	FY24
D303	\$227,564 (35.2%)	FY24
D304	\$98,266 (15.2%)	FY23
<b>TOTAL</b>	<b>\$646,489</b>	

# Discussion Questions:

- Are there any general questions about Articles of Agreement vs. Percentage of Students Served?
- Does it still make sense to use the “Articles of Agreement Percentages” for costs that are not associated with the Mades Johnstone building?

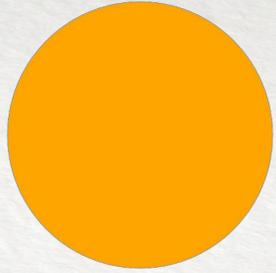


# Focusing on the Future

# Table Discussion

In your folder is a copy of your Tuition Bill. We made several changes based on feedback from the Finance Committee. Please take a few minutes to review your bill.

- 1) Which aspects of the revised tuition bill did you like better?
- 2) What suggestions do you have for improvement?
- 3) Any general questions about the revised billing process?

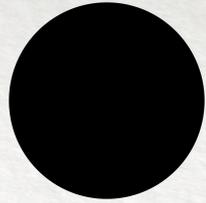


# Tuition Billing

# Table Discussion

Using the guiding questions at your table, please take a few minutes to discuss your district's future.

- 1) What are you most excited about as a district when it comes to meeting the needs of students with disabilities?
- 2) What main obstacles are you facing as a district in meeting the needs of your students with disabilities?
- 3) What are some key ways your district is adjusting to meet the needs of our increasing number of complex learners?
- 4) Are there supports/services/programs that you feel Mid-Valley could offer in the future to support your students or staff?
- 5) Is there anything else you'd like to share?



# **Board Meetings & Workshops**

# Board Meetings & Workshops

Now that we all have a better understanding of the Articles of Agreement & Mid-Valley Programs...

- Are there additional items you'd like to see on the Advisory Board Agenda?
- How often would you like to meet as a full group? Annually? 2x per year?
- What future topics would you like to discuss?

**Questions?**



5. **Mid-Valley Programs & Services**

6. **Articles of Agreement**

**ARTICLES OF JOINT AGREEMENT  
FOR THE  
MID-VALLEY SPECIAL EDUCATION COOPERATIVE  
Revised 6-25-15 by the Executive Board**

**Article 1 - General**

Section 1. Name of Joint Agreement

The name of this special education organization serving the District shall be the Mid-Valley Special Education Joint Agreement hereafter referred to as Mid-Valley Special Education Cooperative or Cooperative.

Section 2.

The purpose of Mid-Valley Special Education Cooperative is to provide comprehensive special education and related services to families, children and staff relating to students with identified special education needs or students who are at-risk and to assist individual districts in providing at-risk or special education programs and services for students with identified special education or other needs. Included in the services and supports the Mid-Valley Special Education Cooperative shall provide are direct special education or at-risk programs and services, related services, consultation, technical assistance and staff development.

Section 3. Membership

School Districts 101, 301, 302, 303 and 304 are the Member Districts of the Mid-Valley Special Education Cooperative. A non-member public school district may petition Mid-Valley Special Education Cooperative for membership. The petition must be submitted to the Advisory Board (as defined in Article 2) of Mid-Valley Special Education Cooperative in the form required by the Advisory Board. Approval of the Petition for Admission must be by affirmative vote of three-quarters (3/4) of the total membership of the Advisory Board. Once so approved by the Advisory Board, the Petition for Admission shall be approved if approved by each of the Boards of Education of the Member Districts. The Advisory Board may impose additional terms and conditions of admission as it deems appropriate, but in all cases the school district petitioning for membership must, at a minimum, provide a resolution adopted by the Board of Education stating the school district's agreement to abide by these Articles of Joint Agreement and Mid-Valley Special Education Cooperative's policies and procedures.

Unless the Advisory Board provides otherwise, the new Member District must

pay an admittance fee on a per pupil basis as designated by the Advisory Board based upon the most current Fall Housing Report for the entire student population of the applicant school district. For the initial year of membership, new Member Districts shall be assessed their pro rata share of the current fiscal year's administrative and supervisor costs, operating costs and personnel costs as detailed in Article III, Section 5.

### Section 3.A. Responsibilities of Member Districts

The Member Districts shall have the following rights and responsibilities as members of the Mid-Valley Special Education Cooperative.

1. Member Districts shall promptly and fully pay all bills for services submitted to them by Mid-Valley Special Education Cooperative;
2. Member Districts shall commit their Superintendents or designee to attend the Advisory Board meeting on a monthly basis;
3. Member Districts shall have the right to receive appropriate services, programs and administrative support from Mid-Valley Special Education Cooperative consistent with these Articles of Joint Agreement and Mid-Valley Special Education Cooperative policy.
4. Member Districts shall be responsible to provide a free appropriate public education to all students with disabilities residing within their respective school districts, whether the special education services are provided by the Member District or Mid-Valley Special Education Cooperative;
5. Member Districts shall assist the Governing Board in accomplishing the purposes set forth in these Articles of Joint Agreement. Further, member districts shall work collaboratively to provide for the needs of all special education students within the Member Districts; and
6. Member Districts shall perform and provide such other services as determined by the Advisory Board consistent with the law and the purpose of the Mid-Valley Special Education Cooperative.
7. Member Districts shall have such other responsibilities as set

forth in this Agreement.

#### Section 4. Amendment of Joint Agreement

If a Member District desires to recommend a change to the Articles of Joint Agreement, the Member District shall submit the proposed modification to the Advisory Board for review and consideration. If the proposed amendment to the Articles of Joint Agreement is approved by the Advisory Board by a majority vote of those members present, it shall be submitted to the individual Boards of Education for approval. The Articles of Joint Agreement shall be amended upon approval by at least three quarters (3/4) of the Boards of Education of the Member Districts, provided that such approval is within 90 calendar days of the Advisory Board's approval of the amendment, unless such time is extended by action of the Advisory Board. The amendment to the Articles of Joint Agreement shall become effective upon the date of the Board of Education action approving the change to the Articles that meets the three-quarter (3/4) threshold for approval, unless a different effective date is specified.

#### Section 5. Procedures for Withdrawal of School District from Joint Agreement

The process for withdrawal of the member district from the Joint Agreement is governed by Section 10-22.31 of the *School Code*. (105 ILCS 5/10-22.31).

##### Section 5.A. Voluntary Withdrawal by the Member District

1. Procedure. Any Member District may seek to withdraw from the Mid-Valley Special Education Cooperative by following the process provided for in Section 10-22.31 of the *School Code* (105 ILCS 5/10-22.31) or any successor legislation.

a. A Member District which seeks to withdraw from the Cooperative shall present a resolution from its Board of Education authorizing the withdrawal as well as a petition seeking withdrawal to the Advisory Board. The petition for withdrawal must be presented to the Advisory Board by January 31 in the calendar year prior to the year in which the withdrawal becomes effective. The petition will be approved if all of the Member District Boards of Education approve the withdrawal petition by written resolution. The Member District Boards of Education shall approve or deny the withdrawal

petition on or before September 1 of the calendar year in which the petition was submitted or the petition shall be deemed denied. Petitions approved by consent of the Member Districts shall be effective on July 1 in the calendar year following the year in which the petition was submitted.

b. If the petition for withdrawal is not approved by concurring resolutions of all of the Member Districts as provided above, the Member District seeking to withdraw may petition the Regional Board(s) of School Trustees which exercises jurisdiction over any of the Member Districts for withdrawal from the Cooperative as provided in Section 10-22.31 of the *School Code*. (105 ILCS 5/10-22.31) All withdrawals approved by the Regional Board(s) of School Trustees shall become effective on the following July 1 unless otherwise approved by the Advisory Board.

2. Continuing Services. Member Districts which voluntarily withdrawal from the Mid-Valley Special Education Cooperative may request continued participation in select Mid-Valley Special Education Cooperative programs or services after withdrawal. Such request shall be granted upon approval by a majority vote of the Advisory Board. If the Advisory Board allows a former Member District to continue to participate in Mid-Valley Special Education Cooperative services, the Advisory Board shall enter into a written agreement with the former Member Districts setting forth the mutually agreed upon terms and conditions for participation.

#### Section 5.B. Removal of Member District

Membership in Mid-Valley Special Education Cooperative is conditioned upon the Member District's continued compliance with the terms of these Articles of Joint Agreement and Mid-Valley Special Education Cooperative's policies. If the Advisory Board finds that a Member District has materially breached these Articles of Joint Agreement or the Cooperative's policies, the Advisory Board may put said Member District on written notice for such failure. Said notice shall specify in detail the items that

the Advisory Board deems sufficient cause to justify removal of the Member District, if not remedied. If, after ninety (90) calendar days from the date of the written notice to the Member District, or such other greater time as may be specified by the Advisory Board, the member district has not remediated the failure as determined by the Advisory Board, the Advisory Board may remove the Member District pursuant to the following procedure:

1. Notice. Upon approval of the majority of the Advisory Board, the Executive Director shall send written notice to the Board of Education of the Member District in question, specifying in detail the item(s) which the Advisory Board deems sufficient cause to justify removal of the Member District from Mid-Valley Special Education Cooperative.

2. Hearing. Should the Member District fail to take remedial action required in the notice to the satisfaction of the Advisory Board, the Advisory Board shall, upon reasonable written notice, call a special meeting at which time the matter shall be brought before the Advisory Board for hearing and action. At least thirty (30) days prior written notice of the time and place of such hearing shall be given to the Member District by certified mail addressed to the Superintendent of the Member District. The Member District shall be permitted to appear and submit reasons why it should not be removed from membership.

3. Action. A three-fourths (3/4) vote of all the Advisory Board members, excluding the representative for the Member District subject to the removal of proceeding, shall be required to terminate membership of a Member District. Removal for membership shall not relieve the Member District of the obligations incurred during membership in Mid-Valley Special Education Cooperative and such termination shall become effective no later than July 1 following the date of action by the Advisory Board.

#### Section 5.C. Accounting of Assets and Liabilities upon Withdrawal or Removal

In the event that any Member District withdraws or is removed from Mid-Valley Special Education Cooperative, the Member District shall forfeit any claim or right it may have for any of Mid-

Valley Special Education Cooperative's assets, unless the Cooperative dissolves within five (5) years of the Member District's effective date of withdrawal or removal from the Cooperative or the Mades- Johnstone facility is sold within fifteen (15) years of such effective date. In that case, the withdrawn or removed Member District shall be entitled to a distribution of assets in accordance with Article V, Section 2.A of these Articles of Joint Agreement. Notwithstanding the above, the COOPERATIVE shall return to the withdrawing or removed member board any unspent Federal IDEA Part B Funds generated by students in the withdrawing member district (i.e., "carryover").

Any withdrawn and removed Member District, however, shall continue to be liable for its proportionate share of any costs, expenses, and liabilities which were incurred by the Cooperative while it was a Member District (the "Surviving Liabilities), and shall continue to pay the Surviving Liabilities until they have been paid in full. The Surviving Liabilities include, but are not limited to, any and all outstanding amounts of the Member Districts' previously determined share of the Series 2004A Debt Certificates issued for the benefit of the Cooperative by District 303 in accordance with the October 25, 2004 Intergovernmental Cooperation Agreement Among Districts. For purposes of this section, the Surviving Liabilities are intended to refer to liability arising from transactions, events, acts or omissions occurring on or before the effective date of the withdrawal or removal of the Member District. The Surviving Liabilities shall not include personnel costs accruing or attributable to any year after the effective date of the Member District's withdrawal or removal.

Section 5.D. Legal Costs and Expenses Upon Withdrawal or Removal

In the event of withdrawal or removal proceedings under this Section 5, the involved Member District is solely responsible for all legal costs and expenses which it incurs as a result of such proceedings.

**Article II - Organization and Operation**

## Section 1. Advisory Board

The Advisory Board for the Mid-Valley Special Education Cooperative shall consist of the superintendents or their designee/alternate from each of the Member Districts. Member Districts may not appoint their special education liaisons as a Superintendent's designee on a permanent basis. The Chairperson of the Advisory Board shall be the Superintendent from District 303 or his designee who shall be responsible for conducting the Advisory Board meetings and approving the agenda for such meetings. Agendas for Advisory Board meetings shall be prepared by the Executive Director with the advice and input of the members of the Advisory Board. In addition to the Chairperson, there shall be a Vice Chairperson, a Treasurer and a Secretary of the Advisory Board for the Mid-Valley Special Education Cooperative. The Secretary shall be responsible for keeping and disseminating meeting minutes to Advisory Board members. These remaining officers of the Advisory Board shall be determined by majority vote of the Superintendents on an annual basis.

### Section 1.A. Advisory Board Affairs

Each Member District representative shall be entitled to cast one (1) vote at Advisory Board meetings. If the Superintendent sends a designee/alternate, the designee/alternate may cast one (1) vote. However, no votes shall be cast on any matter unless a quorum of the Advisory Board membership is present, and either the Superintendent or his or her designee/alternate shall count for purposes of establishing the existence of a quorum. Unless otherwise provided for in these Articles of Joint Agreement, propositions before the Advisory Board shall pass upon a majority vote of a quorum.

### Section 1.B. Responsibilities of Advisory Board

The responsibility for the management and governance of the Mid-Valley Special Education Cooperative shall be vested in the Advisory Board. The Advisory Board has the following duties:

1. To receive and review proposed amendments to these Articles of Joint Agreement;
2. To adopt an annual budget after a public hearing, in accordance with the *School Code*;
3. To determine the nature and extent of services Mid-

Valley Special Education Cooperative shall provide to its Member Districts;

4. To determine the need for site acquisition, construction, and capital improvement and to take appropriate and necessary action to acquire necessary sites, to build new construction or improve existing Mid-Valley Special Education Cooperative school buildings and/or make appropriate and necessary capital improvements to Mid-Valley Special Education Cooperative's school buildings;
5. To expend funds as provided in the adopted budget for the fiscal year;
6. To incur debt as provided under the *School Code*;
7. To approve all payments to be made and direct all appropriate action for payment of Mid-Valley Special Education Cooperative indebtedness;
8. To employ the Executive Director and to approve the employment of other personnel; to set salaries and terms of employment of same;
9. To approve the resignation and dismissal of any employee;
10. To evaluate the performance of the Executive Director;
11. To lease or purchase real estate for use by the Mid-Valley Special Education Cooperative, including, but not limited to buildings, rooms and grounds;
12. To adopt an annual calendar of meetings which shall be held monthly and to hold such meetings in accordance with the laws of the State of Illinois;
13. To establish Advisory Board committees as deemed necessary;
14. To establish basic policies and procedures relating to the provision of special education and related services to students throughout the Cooperative on behalf of the

Member Districts consistent with these Articles of Joint Agreement, the *Individuals with Disabilities Education Act* the *School Code*, and such other policies and procedures necessary for the orderly and proper operation of the Cooperative consistent with these Articles of Joint Agreement;

15. To approve contracts of services providers, labor unions, professional organizations and amendments thereto;

16. To address such other matters and take such other action as may be necessary or appropriate for the operation of the Mid-Valley Special Education Cooperative as permitted by law and as consistent with these Articles of Joint Agreement.

## Section 2. Administrative District

The Administrative District shall be District 303. As the Administrative District, District 303 shall serve as the fiscal and legal agent for the Mid-Valley Special Education Cooperative. Additionally, the services provided by the Administrative District to the Cooperative, and the costs thereof, shall be set forth in writing annually as agreed upon by the Advisory Board and the Administrative District by the March meeting of the Advisory Board.

## Section 3. Administrative Structure

### Section 3.A. Executive Director

The Executive Director shall be directly responsible to the Advisory Board and shall serve as the State Approved Director of Special Education on behalf of the Member Districts. The Executive Director shall be evaluated annually by a committee of the Advisory Board. The Executive Director shall report directly to the Superintendent from District 303, which serves as the Administrative District, regarding day-to-day operations. The Executive Director shall also communicate with the Superintendents of the other Member Districts. Although communications shall be directed to the Superintendent of District 303, the Superintendent of District 303 cannot take action separate from or inconsistent with the actions of the Advisory Board.

### Section 3.B. Duties

The Executive Director shall be responsible for the daily administration and management of the Mid-Valley Special Education Cooperative in accordance with these Articles of Joint Agreement, Advisory Board policies and procedures and applicable law. The Executive Director shall provide regular and timely reports to the Advisory Board. The Executive Director shall recommend to the Advisory Board the hiring or dismissal of such administrative, supervisory, certificated, and educational support personnel as the Executive Director deems appropriate. The Executive Director shall also establish appropriate job duties and functions for all personnel and directly supervise and evaluate such personnel or appoint an appropriately certificated designee(s) who will supervise and evaluate all personnel. The Executive Director shall perform such other duties as are assigned by the Advisory Board.

### Section 3.C. Liaison Board

The Liaison Board, which shall consist of a representative from each of the Member Districts who serves in the capacity of Coordinator of Special Education Services or Director of Pupil Personnel Services or similar position, shall be an advisory body to the Executive Director and shall not control either the Executive Director or the Advisory Board of the Mid-Valley Special Education Cooperative. The Executive Director shall meet monthly with the Liaison Board to seek advice and counsel relating to the daily administration and management of the Mid-Valley Special Education Cooperative and the needs of the Member Districts.

## **Article III - Program**

### Section 1. Arrangement for Physical Facilities

Member Districts shall provide classrooms for classes placed in their districts. Additional classrooms may be built by the Mid-Valley Special Education Cooperative as approved by the Advisory Board. The funding for the construction of the Cooperative facilities must be recommended by the Advisory Board and approved by each the Boards of Education of the Member Districts. The funding for any capital improvement project shall be on a pro rata basis, based upon the most current Fall Housing Report for the entire student population of each of the Member Districts.

### Section 1.A. Classroom Use Agreements

Each Member District furnishing a classroom shall receive rental payment from Mid-Valley Special Education Cooperative for the expenses associated with the use of the classroom in accordance with the Mid-Valley Special Education Cooperative Classroom Use Agreement.

### Section 2. Types of Programs and Services

Mid-Valley Special Education Cooperative shall provide programs and services to the staff members of the Member Districts and the students identified as being disabled pursuant to the *Individuals with Disabilities Education Act* and those students identified by the districts as being at-risk of academic failure by the Member Districts. Those programs and services may include instructional, consultative, supervisory, administrative, diagnostic, transportation and related services and any other services called for by the *Individuals with Disabilities Education Act* or Article 14 of the *School Code*, or the implementing regulations for those laws.

#### Section 2.A. Determination of Programs

The Executive Director shall recommend to the Advisory Board no later than March 1 of each year the nature and type of programs and services Mid-Valley Special Education Cooperative shall provide to the Member Districts for the next school year. Such programs and services shall be approved by the Advisory Board by March 31 of each year.

#### Section 2.B. Commitment for Classroom Space

No later than March 1 of each year, each Member District shall commit to the Executive Director and the Advisory Board the location and number of classrooms to be offered for purposes of providing special education programs and services for the following school year, and shall specify any current classrooms that will not be available for special education programs and services for the following year.

#### Section 2.C. Housing

Housing required for any program operated by the Cooperative shall be authorized and funded as determined by the Advisory

Board.

### Section 3. Transportation

Mid-Valley Special Education Cooperative shall arrange for transportation of Member District pupils attending Mid-Valley Special Education Cooperative programs. Billing and payment for transportation of special education students shall be handled directly between the carrier and the sending district.

### Section 4. Arrangement for Employing Instructional Staff

Mid-Valley Special Education Cooperative's program staff, including all appropriately credentialed special education teachers, related service personnel, and educational support personnel shall be employees of the Cooperative beginning July 1, 2011, or as such other date as determined by the Advisory Board,

Any full-time professional worker employed by the Cooperative who spends more than fifty percent (50%) of his/her time in one Member District shall not be required to work a different teaching schedule than the other professional workers in that Member District.

### Section 5. Finance

#### Section 5.A. Administrative and Supervisor Costs

The costs of the Mid-Valley central administrative staff and services will be pro-rated by Member District according to the number of full-time equivalencies of staff assigned to Mid-Valley Special Education Cooperative programs and/or services, offset by any tuition received for any non-Member District student in attendance.

#### Section 5.B. Operating Costs

1. Mid-Valley Special Education shall furnish such special materials, equipment and supplies as necessary to operate each classroom. These operating costs will be pro-rated according to the number of students enrolled from each Member District in Mid-Valley Special Education in each Cooperative program and/or receiving related services, offset by any tuition received for any non-

Member District student in attendance.

Section 5.C. Personnel Costs

1. The cost for staff of Mid-Valley Special Education Cooperative self contained programs will be prorated according to the number of self-contained students enrolled from each Member District in each program of the Mid-Valley Special Education Cooperative, offset by any tuition received for any non-Member District student attendance.
2. The costs for staff of Mid-Valley itinerant programs shall be prorated per student IEP minutes per week.
3. The cost of an individual instructional assistant will be the responsibility of the individual Member District.

Section 5.D. Billing

1. The Administrative District will maintain an accounting system which will determine the costs of each program so that these may be determined with exactness. The costs will then be pro-rated based upon the student enrollment of each Member District in each program among the participating districts.
2. Participating Member Districts will be billed 50% of the estimated yearly tuition in June or July based on the estimated number of students enrolled per program, converted to enrollment days. Payments will be due to Mid-Valley over four months beginning August 1<sup>st</sup> through November 1<sup>st</sup>. The remainder of the yearly tuition will be billed in December based on current days of enrollment. Payments will be due to Mid-Valley over four months beginning January 1<sup>st</sup> through April 1<sup>st</sup>. The final tabulation will be made after the fiscal year is closed, to either bill for additional costs or refund excess money collected.

Section 5.E. Administrative District Management Cost

Mid-Valley Special Education Cooperative will reimburse the Administrative District the direct costs for conducting the business of the Cooperative as agreed by the parties pursuant to the enumerated costs set forth in writing and presented each year by the Administrative District by the Advisory Board's March meeting.

**Article IV - Services to Students Outside of the Mid-Valley Special Education Cooperative**

The Executive Director may recommend to the Advisory Board that it accept children who reside outside of the Member Districts into its programs if space and instructional services are available. Upon approval by a majority vote of the Advisory Board, the Executive Director shall be permitted to enroll students and arrange for placement of such students and arrange for the necessary financial payment for services for these students. The tuition for these students shall be, at a minimum, 110% of the program costs which shall be established in accordance with Section 14-7.01 of the *School Code*. The Executive Director may also provide notice to the school district from which the student came that special education and related services may no longer be provided through the Mid-Valley Special Education Cooperative and terminate the student's placement subject to and in accordance with applicable law.

**Article V - Dissolution Procedures**

Section 1. Dissolution Procedures

Dissolution of the Mid-Valley Special Education Cooperative may be authorized by the affirmative vote of three quarters (3/4) of the entire membership of the Advisory Board in the following manner:

1. Any member of the Advisory Board may submit a resolution with the Chairperson of the Advisory Board proposing that the Mid-Valley Special Education Cooperative be dissolved. The question of such a solution shall be submitted to a vote at a meeting of the Advisory Board, which may either be a regular or special meeting.
2. Written notice stating that the purpose, or one of the purposes, of a meeting is to consider the dissolution of the Mid-Valley Special Education Cooperative shall be given to each member of the Advisory Board.

3. Such a motion shall be filed at least one year prior to the request of effective date of dissolution.

Section 2. Effect of Dissolution

Upon dissolution, Mid-Valley Special Education Cooperative shall not thereafter carry on any business except that necessary to conclude and liquidate its businesses and affairs, including, but not limited to liquidating and/or collecting receivables or causing the honorable dismissal or otherwise terminating the employees of the Mid-Valley Special Education Cooperative and taking such other actions as may be necessary to wind up the affairs of the Mid-Valley Special Education Cooperative.

Section 2.A. Distribution of Assets

The Cooperative shall return to each then-current member board any unspent Federal IDEA Part B Funds generated by students in the school district (i.e., "carryover"). Once the Mid-Valley Special Education Cooperative has accounted for all of its remaining assets and liabilities, any remaining assets after such accounting and payment of liabilities shall be distributed to each Member District in accordance with the following formula:

Each Member District shall receive a proportionate share of remaining assets based on the number of students enrolled from each Member District in Mid-Valley Special Education in each Cooperative program and/or receiving related services as provided in the most current Fall Housing Reports.

As of the 2009-2010 school year, the proportionate share of each Member District is as follows:

Batavia No. 101	21%
Central No. 301	11%
Kaneland No. 302	17%
St. Charles No. 303	35%
Geneva No. 304	15%

In the event the Mades-Johnstone facility is sold, the proceeds shall be distributed to each Member District pursuant to the above percentages less the amount of that Member District's debt still owed to District 303 in connection with the Series 2004A Debt

Certificates as contemplated under the October 25, 2004 Intergovernmental Cooperation Agreement Among Districts (the "Facility Debt"). Any Member District which withdrew or was removed within fifteen (15) years of the sale, shall be entitled to receive its proportionate share of the proceeds as specified above less an equal percent (approximately 6.667%) of such proportionate share for each year since its withdrawal or removal less the amount of the Member District's debt still owed to District 303 in connection with the Facility Debt. In determining the amount to be applied against the proportionate share of a withdrawn or removed Member District, there shall first be determined a price per square foot of the Mades-Johnstone facility based on the sales price and the square footage of the facility at the time of the sale. That price per square foot shall be multiplied by the square footage of the facility as of the effective date of the Member District's withdrawal or removal to ascertain the amount allocable toward the proportionate share due the withdrawn or removed Member District. The Facility Debt shall be payable to District 303 for the express purpose of making the remaining debt payments due on the Series 2004A Debt Certificates. If the amount to be distributed to a Member District as a result of the sale of the facility is greater than the Member District's remaining share of said debt, the Member District shall receive the excess over and above its remaining share of said debt, and that Member District's obligations toward paying its share of the Series 2004A Debt Certificates shall be deemed satisfied. If the amount is less than the Member District's share of said debt, the Member District shall continue to be liable for the balance it owes toward said debt as set forth in Article I, Section 5.C of these Articles of Joint Agreement. The parties shall execute appropriate release and satisfaction of debt instruments to acknowledge the payment of the Member District Facility Debt obligations, or portions thereof, as a result of the sale of the facility.

#### **Article VI - Savings Clause**

In the event that any section or part of these Articles of Joint Agreement violate any applicable statute or regulation, such section or part of the Articles of Joint Agreement shall be null and void and shall not be binding. To the extent of the purpose of and the ability to operate the Mid-Valley Special Education Cooperative remains unaltered, such partial invalidation of any part of this Joint Agreement shall not in any way affect the validity of the remainder of these Articles of Joint Agreement.

In the event that any section or part of these Articles of Joint Agreement violate any applicable statute or regulation, such section or part of the Articles of Joint Agreement shall be null and void and shall not be binding. To the extent of the purpose of and the ability to operate the Mid-Valley Special Education Cooperative remains unaltered, such partial invalidation of any part of this Joint Agreement shall not in any way affect the validity of the remainder of these Articles of Joint Agreement.

BATAVIA SCHOOL DISTRICT NO. 101

By: Cathy Ormel  
President

Attested by: Debra Hennes July 21, 2015  
Secretary

CENTRAL SCHOOL DISTRICT NO. 301

By: J.B. Kellenberg  
President

Attested by: Paul Malovits  
Secretary

KANELAND SD NO. 302

By: James J. ...  
President

Attested by: Gene ...  
Secretary

ST. CHARLES SCHOOL DISTRICT NO. 303

By: ...  
President

Attested by: Nick ... July 13, 2015  
Secretary

GENEVA SCHOOL DISTRICT NO. 304

By: ...  
President

Attested by: ... 7/22/15  
Secretary

7. **Focusing on the Future**

7.1. Anticipated Needs for Current Programs

7.2. Anticipated Needs from the Member Districts

8. **Tuition Billing**

9. **Board Meetings**

10. **Adjournment**