



STEP PROGRAM SITE AGREEMENT

THIS STEP PROGRAM SITE AGREEMENT ("Agreement") is made and entered into this 15 day of August 2025 ("Effective Date"), by and between Valley View Community Unit School District 365U, an Illinois school district and unit of local government (the "District"), and Romeoville Recreation Center (the "Business"). The District and the Business are at times referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District's Secondary Transition Experience Program (STEP) prepares students with disabilities (ages 18-22) for the workforce by providing them with vocational, emotional, independent, and functional living skills; and

WHEREAS, the STEP's Vocational Training Program (the "Program") provides students with vocational training and work experience at off campus sites; and

WHEREAS, the District would like to conduct the Program at Romeoville Recreation Center site located at: 900 West Romeo Road, Romeoville, IL 60446 ("Site"); and

WHEREAS, the Business is willing to allow the District to conduct the Program at the Site under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and Agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. **Recitals**. The above Recital paragraphs are contractual in nature and are incorporated into and made a part of this Agreement.
2. **Eligibility**. To be eligible to participate in the Program a student must (i) be enrolled in the District's STEP program, (ii) be between the ages of 18 and 22, (iii) be eligible to receive special education and related services under State and Federal law, and (iv) have a current IEP that identifies a need for transitional services. The District must receive written consent from the student and parent (where applicable) before the student is placed with the Business to complete the Program at the Site. A copy of the consent form ("Program Participation and Authorization Form") is attached hereto as **Exhibit A**.
3. **Course, Credit and Graduation Requirements**. The District determines credit requirements in the educational program.
4. **Job Duties, Supervision and Safety**.
 - a. **Job Duties**. The Parties agree that the students participating in the Program at the Business will only perform the duties ("Job Duties") set forth in **Exhibit B** attached hereto.

- b. **Business Staff.** The Business staff consists of the Business' employees, not including District students, and appropriately licensed staff, as required by state and federal law ("Business Staff"). All personnel hired or assigned by the Business shall be the Business' employees for all purposes and not District employees for any purpose. The Business shall be solely responsible for (i) selecting and hiring its employees; (ii) paying all wages, health and retirement benefits, insurance, and all applicable employee and employer taxes; (iii) supervising, evaluating, promoting and disciplining its employees; and (iv) managing the employees' conduct, including the method by which the employees carry out their work.

If the District believes that the performance or conduct of any person employed or retained by the Business to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, the District will notify the Business, identifying the conduct or performance in writing and providing all information and support necessary to substantiate and sustain any personnel action requested by the District. The Business will promptly address the performance or conduct of the reported person in accordance with the Business' disciplinary policies.

- c. **Work Instruction.** Each student will receive instruction from the Business Staff in how to complete the appropriate and necessary tasks related to their Job Duties while working at the Business under the direct supervision of a District employee. Students will be trained and provided learning opportunities under the assistance of experienced and qualified Business Staff in safe and hazard-free conditions.
 - d. **Student Evaluation and Termination.** Each student's progress is evaluated quarterly by the Business Staff site supervisor and that information is communicated with the District's Program coordinator ("Coordinator"). If a student is not making expected progress, the Business will notify the Coordinator. Job Duties may be adjusted as needed, in consultation with the Coordinator. In the event that a lay-off or termination of the student's training is likely, the Business Staff site supervisor will notify the Coordinator as soon as practicable.
 - e. **Work Environment.** The work environment promoted in the Business ensures that students have access to appropriate staff, including their peers, as appropriate. Students have opportunities to collaborate with their peers and learn from each other, regardless of their academic abilities. The Business Staff will continuously foster a working environment in which individual students' varying abilities are respected, and student diversity is welcomed and honored.
 - f. **Transportation and Additional Services.** The District will be responsible for any student transportation, and for coordinating any student placement in the Program.
5. **Term and Termination.** The initial term of this Agreement shall commence on the first day of the 2025-2026 school year and shall remain in effect for the entirety of that year. Thereafter, this Agreement shall auto-renew at the beginning of each school year unless either Party provides the other with written notice of non-renewal at least sixty (60) days prior to the end of the school year. Either Party may terminate this Agreement for any reason at any time by providing thirty (30) days prior written notice to the other Party. Upon termination of this Agreement, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties

accruing prior to termination or surviving the termination or expiration of this Agreement, including the rights and obligations imposed by Paragraphs 8 (Indemnification) and 9 (Insurance) of this Agreement.

6. **Confidentiality.** The Business shall maintain the confidentiality of all student personally identifiable information and other student information, whether accessed, maintained or stored by the Business, in accordance with any applicable state and federal statutes and regulations including, but not limited to, the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.* (ISSRA), the Family Educational Rights and Privacy Act 20 U.S.C. § 1232g (FERPA), and the Health Insurance Portability and Accountability Act, 34 CFR Part 99 (HIPAA), the Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/1, *et seq.*, and the Student Online Personal Protection Act, 105 ILCS 85/1, *et seq.* (SOPPA).
7. **Acknowledgement: Limitation of Liability.** In no event shall either Party be liable to the other Party for any incidental, consequential, indirect, or punitive damages (including without limitation lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.
8. **Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party, and its respective governing board, board members individually, shareholders, directors, officers, officials, administrators, employees, and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorneys' fees and other litigation expenses), to the extent arising from: (i) the negligence or the willful or intentional conduct of the indemnifying Party; or (ii) a breach of this Agreement by the indemnifying Party. For purposes of clarification and not by way of limitation, each Party's indemnification obligation under this section shall specifically extend to tort claims made by third parties alleging injury to persons or property. Each Party shall give the other Party prompt written notice of any claim or suit coming within the purview of these indemnities.
9. **Insurance.** The Parties shall keep in full force and effect at all times during this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Agreement, including but not limited to proof of professional liability coverage for sufficient commercial general liability insurance to cover any damage to the Business' property caused by students in the Program.
10. **No Waiver.** The waiver by the District of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision.
11. **No Waiver of Tort Immunity.** Nothing contained herein shall constitute a waiver by the District of any right, privilege or defense which it has under statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*
12. **Entire Agreement/Modification/Construction/Non-Assignment.** This Agreement is the entire understanding and agreement of the Parties with respect to the subject matter herein contained and supersedes all prior and contemporaneous agreements with respect to said subject matter, oral or

written. This Agreement may be modified only in writing signed by both Parties. The rule of contract law that any ambiguity in an agreement shall be construed against the party drafting this Agreement shall not be applicable to construction of this Agreement, as the Parties acknowledge they have been represented by counsel in regard to the negotiation and finalizing of this Agreement. This Agreement is non-assignable in whole or in part by the Business and any assignment shall be void without the prior written consent of the District.

13. **Authority.** The individual officers of the Business and the District who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.
14. **Governing Law and Venue.** This Agreement shall be governed by and its provisions construed in accordance with the laws of the State of Illinois. Venue for any suit arising in connection with this Agreement shall be in the Circuit Court located in Will County, Illinois.
15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.
16. **Severability.** A final determination by a court of competent jurisdiction that any provision of this Agreement is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
17. **Independent Contractor.** The Parties are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the Business nor the District nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.
18. **Non-Discrimination.** The Business and the District agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. The Business and the District shall not engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking).
19. **No Third-Party Beneficiary.** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
20. **Notices.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For the Business: Romeoville Recreation Center
 900 West Romeo Road
 Romeoville, IL 60446

For the District: Valley View Community Unit School District 365
 Attn: Marissa Trueblood-Seifert
 801 West Normantown Road
 Romeoville, IL 60446

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

Romeoville Recreation Center
Business Name

VALLEY VIEW COMMUNITY UNIT SCHOOL
DISTRICT 365U:

Print Name: _____

Print Name: _____

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

Program Participation and Authorization Form

EXHIBIT A

PROGRAM PARTICIPATION & AUTHORIZATION FORM

I, _____ ("Student"), freely give my permission to fully participate in the STEP Vocational Training Program ("Program"). Part of this Program includes participation in vocational training and work experience at off campus job sites ("Business"). In connection with and in consideration of my participation in the Program, I, hereby represent and agree as follows:

1. I fully understand that my participation in the Program may involve risk of serious injury or death, including losses which may result not only from my own actions, inactions or negligence but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the Program is being conducted, and/or the rules of conduct of this type of Program. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the school staff before I sign this document and before the Program begins.
2. I represent and warrant that I am in good health and have no physical, health-related, or other problems which would preclude or restrict my participation in the Program or otherwise render my participation dangerous or harmful to myself or others. I further represent and warrant that I have adequate medical, health, and/or other insurance coverage for participation.
3. I further agree to use my personal medical insurance or that of my parent/guardian as a primary medical coverage payment if an accident or injury occurs and agree to pay for any and all related medical and hospital expenses associated with such treatment. I hereby grant a limited power of attorney to the specific school and the officers, directors, employees and agents of each of them to consent to emergency medical treatment in the event such care is required.
4. Knowing the dangers, hazards and risks associated with the Program, and with sufficient knowledge of my physical condition(s) and limitations, if any, I voluntarily assume all responsibility and risk of loss, damage, illness and/or injury to person or property which I may, in any way, sustain in connection with participation in the Program and related activities.
5. I consent to allow the Program and the Business to release, exchange and disclose my personally identifiable information and student records. These disclosures are authorized pursuant to the *Family Education Rights and Privacy Act* (20 U.S.C. §1232g), the *Illinois School Student Records Act* (105 ILCS 10/1, et seq.), *Student Online Personal Protection Act* (105 ILCS 85/1, et seq.), *Health Insurance Portability and Accountability Act*, 34 CFR Part 99 (HIPAA) and the *Illinois Mental Health and Developmental Disability Confidentiality Act* (740 ILCS 110/1 et seq.). I understand that I have the right to inspect and copy the information to be disclosed, challenge its contents, and limit my consent to designated records or portions of the information contained in those records. I understand that I may revoke this authorization at any time by submitting written notice of the withdrawal of my consent to the local school district representative. I understand that my revocation of this authorization will not be effective for actions taken by the school district in reliance upon my authorization and prior to notice of my revocation. I recognize that health records, once received by the school district may not be protected by *Health Insurance Portability and Accountability Act* (HIPAA) Privacy Rules but will become educational records protected by the *Family Educational Rights and Privacy Act* (20 U.S.C. §1232g).
6. I agree that I must abide by all rules and regulations applicable to participation in the Program, including school rules.

7. To the fullest extent permitted by law, I hereby release and forever discharge, and agree not to sue and to indemnify and hold harmless, the STEP Program, the Board of Education of Valley View Community Unit School District #365U, its officers, agents, employees, volunteers, and assigns from and against any and all liabilities, claims, demands and causes of action of any kind on account of any loss, damage, illness or injury to person or property in any way arising out of or relating to my participation in the Program and/or related activities, whether due to the negligence, mistake or other action or inaction of the school district staff, Program staff, or any other person or entity involved in any way with the school district or Program.
8. I have read this agreement and understand the terms used in it and their legal significance. This waiver and release are freely and voluntarily given with the understanding that right to legal recourse against the STEP Program, Board of Education of Valley View Community Unit School District #365U, its officers, agents, employees, volunteers, and assigns, is knowingly given up in return for my participation in the program. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and assigns.

Student Name: _____

Signature of Student

Date: _____

Acknowledged by Parent/Guardian

Parent/Guardian Name: _____

Signature of Parent/Guardian

Date: _____

Emergency Contact Information

Name: _____

Relationship: _____

Phone Number: _____

Name: _____

Relationship: _____

Phone Number: _____

EXHIBIT B

Description of Job Duties

Job Duties - working on the following tasks:

Cleaning hall, fitness room, gym, and other areas

Cleaning and stocking bathrooms

Laundry and other tasks

Office tasks: putting together packets, folding, stuffing envelopes

Other assignments to be determined by the team