

CLASSROOM USE AGREEMENT

This Classroom Use Agreement ("Agreement") is made and entered into this __ day of _____, 2014, by and among Mid-Valley Special Education Cooperative (MVSEC), the Board of Education of District 303 and Fox Valley Christian Church (FVCC).

WHEREAS, FVCC has declared that the classroom(s) identified below are unnecessary for church purposes and will not be needed by FVCC during the proposed term of this Agreement; and

WHEREAS, MVSEC has determined that the proposed use of the classroom(s) identified below serves the interest of the community and that it is in the best interests of MVSEC to enter into this Agreement; and

WHEREAS, MVSEC has a need for additional classroom space to serve the needs of the special education students educated from 18-22 years of age;

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

1. **Authority.** This classroom rental agreement is being entered into pursuant to the provisions of the Illinois *School Code*. MVSEC and FVCC hereby represent and warrant that they each have full authority to enter into this Agreement and be bound by its terms.

2. **Classroom Use.** For the period of July 1, 2014 through June 30, 2015, FVCC agrees to lease to MVSEC and MVSEC hereby leases 3 small classroom spaces. An office space and others as agreed on a weekly basis at the Fox Valley Christian Church building located at 40W150 Main Street, Batavia, Illinois.

3. **Term.** This Agreement shall remain in full force and effect from August 13, 2014 through June 30, 2015, provided that, effective August 13, 2014, each shall have the right to

terminate this Agreement without further cost, expense or liability by providing the other party with written notice three months prior to the June 30 on which the termination shall be effective.

4. **Responsibilities of FVCC.**

1. FVCC shall provide all services and utilities including custodial and maintenance services and supplies that may be necessary to maintain the classroom(s) identified above in normal, habitable condition for classroom instructional purposes and delivery of related services.

2. FVCC shall provide customary audio visual equipment and telephone and/or data lines and usage to support the instructional activities and delivery of related services in the classroom(s) identified above.

3. FVCC shall provide appropriate space for conferences and meetings on an as needed basis to support the instructional activities and delivery of related services in the classroom(s) identified above.

4. FVCC shall provide assistance in emergencies and guidance on general building policies and procedures necessary to support the instructional activities and delivery of related services in the classroom(s) identified above.

5. FVCC shall provide MVSEC staff with access to the building and parking areas.

6. FVCC shall keep in force at all times during the Agreement general liability broad form insurance, occurrence based insurance including property damage, bodily injury, personal injury, contractual liability and other usual broad form liability endorsements.

5. Responsibilities of MVSEC.

A. MVSEC shall pay to FVCC the sum of \$2,000.00 per year in installments as follows: \$200.00 per month (excluding two summer months).

B. MVSEC shall employ the certified staff, substitute staff, paraprofessionals and related services professionals necessary to provide the special education and related services to the students placed in the classroom(s).

C. MVSEC shall provide specialized instructional equipment and specialized textbooks, consumable classroom supplies and materials necessary to provide the special education and related services for the students attending the classroom(s) identified above.

D. MVSEC shall provide program supervision to the certified, substitute, paraprofessional and related service staff servicing the students within the classroom(s) identified above.

E. MVSEC shall provide supervisory staff to assist with any emergencies that should occur involving any of the students attending the programs in the classroom(s) identified above.

F. MVSEC will maintain orderly, clean and safe classroom spaces.

G. MVSEC shall maintain Illinois Worker's Compensation and Occupational Disease Act coverage as well as Employer Liability Coverage for all MVSEC employees assigned to work in the classroom(s) identified above.

H. MVSEC shall keep in force at all times during the Agreement general liability broad form insurance, occurrence based insurance including property damage, bodily

injury, personal injury, contractual liability and other usual broad form liability endorsements.

6. **Indemnification.** MVSEC will indemnify FVCC and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of or in connection with the occupancy or use by MVSEC of the classroom(s) identified above, or occasioned wholly or in part by any act or omission of MVSEC, its agents, contractors, employees, servants, or their successors or assigns, but excluding liability due to the negligence or willful misconduct of FVCC, its employees or agents. In case FVCC or its officers, employees or agents or their successors or assigns shall, without fault on their part, be made a party to any litigation commenced by or against MVSEC or its officers, employees, agents, or their successors or assigns, then MVSEC shall protect and hold FVCC and its officers, employees and agents or their successors or assigns harmless and shall indemnify and defend them in connection with such litigation, excluding claims made due to the negligence or willful misconduct of FVCC its employees or agents. These indemnification and hold harmless obligations shall survive the termination of this Agreement.

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

If to FVCC: *[Name]*
 [Address]

If to MVSEC. *Carla Cumblad*
1304 Ronzheimer Avenue
St. Charles, IL 60174

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

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

IN WITNESS WHEREOF, the parties hereinto have caused this Agreement to be executed by the duly authorized officials as of the dates set forth below.

BOARD OF EDUCATION OF D303

By: _____
President

Attest: _____
Secretary

Date: _____

FOX VALLEY CHRISTIAN CHURCH

By: _____
President

Attest: _____
Secretary

Date: _____

MID-VALLEY EXECUTIVE ADVISORY BOARD

By: _____
President

Attest: _____
Secretary

Date: _____