



## *Mid-Valley Special Education Cooperative*

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### **CLASSROOM USE AGREEMENT**

This Classroom Use Agreement (“Agreement”) is made and entered into this 1<sup>st</sup> day of July, 2012, by and between the Board of Education of School District No. 101 (“hereinafter referred to as the ‘District’”) and Mid-Valley Special Education Cooperative, a special education joint agreement (“hereinafter referred to as ‘Mid-Valley’”).

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

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

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

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

1. **Authority.** This lease is being entered into pursuant to the provisions of the *School Code*. The District hereby represents and warrants that it has full authority to enter into this Agreement and be bound by its terms.
2. **Classroom Use.** For the period of July 1, 2012 through June 30, 2013, the District leases to Mid-Valley and Mid-Valley hereby leases from the District classrooms as per Exhibit A.
3. **Term.** This Agreement shall remain in full force and effect from July 1, 2012 through June 30, 2013.

4. **Responsibilities of the District.**

1. The District shall provide all services and utilities including custodial and maintenance services and supplies that may be necessary to maintain the classrooms identified on Exhibit A in normal, habitable condition for classroom instructional purposes and delivery of related services.
2. The District shall ensure that the classrooms are furnished in a manner consistent with other classrooms in the school which may include desks and chairs for students and teachers, tables, book cases, file cabinets, storage cabinets, and window coverings.
3. The District shall provide customary audio visual equipment, computer hardware and software, internet access, copy machine facilities and telephone lines and usage to support the instructional activities and delivery of related services in the classrooms identified above.
4. The District shall provide administrative assistance in emergencies and guidance on general building policies and procedures necessary to support the instructional activities and delivery of related services in the classrooms identified above.
5. The District shall provide all other supports and services, set forth in the Principal's Guide for Hosting a Mid-Valley Program, attached hereto, and incorporated herein as Exhibit B.
6. The District 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 Mid-Valley**

1. Mid-Valley shall pay to the District the sum of \$10,872.00 per year in installments as follows: One half in January, 2013; One half in June, 2013.
2. Mid-Valley shall employ the certified staff, substitute staff, paraprofessionals and related services professionals necessary to provide the special education and related services to the students placed in the classrooms.
3. Mid-Valley shall assume the responsibilities set forth in the Principal's Guide for Hosting a Mid-Valley Program attached hereto and incorporated herein as Exhibit B.
4. Mid-Valley shall maintain Illinois Worker's Compensation and Occupational Disease Act coverage as well as Employer Liability Coverage for all Mid-Valley employees assigned to work in the classrooms identified above.

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

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

If to District:           Dr. Jack Barshinger  
                                  Superintendent  
                                  Batavia CUSD 101  
                                  335 W. Wilson  
                                  Batavia, IL 60510

If to Mid-Valley         Dr. Carla Cumblad  
                                  Executive Director  
                                  Mid-Valley Special Education Cooperative  
                                  1304 Ronzheimer Avenue  
                                  St. Charles, IL 60174

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

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

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

BOARD OF EDUCATION OF BATAVIA  
SCHOOL DISTRICT 101

THE ADVISORY BOARD OF THE  
MID-VALLEY SPECIAL EDUCATION  
COOPERATIVE

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

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

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

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

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

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

**EXHIBIT A**

**Mid-Valley Special Education Cooperative**

**Batavia CUSD 101  
Classroom Use Agreement**

<b>Mid-Valley Room Rental FY13</b>	<b>Rental FY13</b>						
<b>Rent is paid at the rate of \$6.00 per square feet</b>							
<b>DISTRICT</b>	<b>SCHOOL/ROOM</b>	<b>PROGRAM</b>	<b>SQ. FT.</b>	<b>RENT</b>	<b>PAY TO DISTRICT</b>	<b>JAN 2013 PAY</b>	<b>JUNE 2013 PAY</b>
<b>Batavia D101</b>	Batavia HS D102	VIP HS CC	962	\$ 5,772.00			
	Grace McWayne 205	CLASS	850	\$ 5,100.00			
					<b>\$10,872.00</b>	<b>\$ 5,436.00</b>	<b>\$ 5,436.00</b>