

## CLASSROOM USE AGREEMENT

This Classroom Use Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, 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 shared classroom(s) identified below are unnecessary for church purposes during the days and times detailed in 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 August 1, 2018 through June 30, 2019, FVCC agrees to lease to MVSEC and MVSEC hereby leases a single room capable of being divided into 3 small classroom spaces and a space to store 2 storage cabinets. These rooms are available to MVSEC Monday through Friday only during the hours of 9:00 AM until 1:00 PM at the Fox Valley Christian Church building located at 40W150 Main Street, Batavia, Illinois. These rooms are available to FVCC at all other times and days of the week.

3. **Term.** This Agreement shall remain in full force and effect from August 1, 2018 through June 30, 2019, provided that, effective August 1, 2018, 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 June 30, 2019 on which the termination shall be effective. This Agreement is not renewable and a desire by MVSEC for continued use of the Classrooms would require that a new and separate contract be negotiated. MVSEC may not sublet or assign its interest under this agreement.

4. **Responsibilities of FVCC.**

A. FVCC shall provide access to the shared classrooms during the specified days and hours with appropriate utilities necessary to maintain the classroom(s) identified above in normal, habitable condition for classroom instructional purposes and delivery of related services. FVCC will provide once a week custodial and maintenance services in the classrooms and common areas.

In the event of any interruption or malfunction for any reason of any utility or service to the classrooms or Building, FVCC shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a reasonable time, shall not entitle MVSEC to be relieved from any of its obligations under this Agreement, or grant MVSEC the right of set-off or recoupment of rent, or be considered a breach by FVCC, or entitle MVSEC to any damages. MVSEC shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned by or resulting from any such breakdown or cessation for the length of time reasonably required for repair.

B. FVCC shall provide access to its Wi-Fi network. But FVCC does not warrant or imply the speed offered by the current Internet Service Provider is sufficient to meet the needs desired or needed by MVSEC as its bandwidth will be also shared by FVCC during the same hours. FVCC does not warrant the security of its network and that any data transmitted by MVSEC is done so at their own risk. If an upgrade to the FVCC Internet service becomes available and is desired by MVSEC, all costs relevant to the modification to service would be the financial responsibility of MVSEC.

C. 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.

D. 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.

E. FVCC shall provide MVSEC staff with access to the building and parking areas. Access to parking lot during snow is subject to plowing by an independent contractor. MVSEC shall inform FVCC of its start and end times, and the need for snow removal relative to its schedule. FVCC shall inform the independent contractor of this schedule and shall require the independent contractor to provide for snow removal pursuant to this schedule. If the snow removal contractor requires additional fees for this time sensitive service, it will be solely at the expense of MVSEC.

F. 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.

G. FVCC will supply a small storage space, to be determined, that MVSEC may choose to store a few items, but FVCC recommends that no valuable items be stored in that area. FVCC accepts no responsibility or liability for any items left on the premises after MVSEC has completed its daily use. It is stored at your own risk. No additional locks may be added to that area without written permission from FVCC.

H. However, FVCC does not include under this agreement any audio visual equipment, telephone or supplies for the classrooms.

5. **Responsibilities of MVSEC.**

A. MVSEC shall pay to FVCC the sum of \$4,000.00 per year in installments as follows: \$400.00 per month (excluding two summer months). Payment for the monthly installments must be received by the last day of each month. The exception is the first month installment which it is due 30 days from the Agreement start date.

Payments should be mailed to Fox Valley Christian Church, 40W150 Main Street, Batavia, Illinois 60510.

If FVCC is required to place the enforcement of all or any part of this Agreement, all FVCC reasonable attorney's fees and costs will be at the expense of MVSEC.

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. It is expected that the total number of students for this Agreement period will not exceed 40 enrolled and present at FVCC at one time.

MVSEC shall use the classrooms as outlined in this Agreement and shall not use or permit the classrooms to be used for any other purpose. MVSEC agrees not to consume abnormally high amount of utilities in electricity, gas or electric, inconsistent with the intended use of the premises as a classroom by MVSEC.

MVSEC will promptly notify FVCC of any damage, or of any situation that may significantly interfere with the normal use of the premises.

MVSEC will be responsible for the daily disposal of any food trash generated by them.

MVSEC, their students, or visitors will not engage in any illegal trade or activity on or about the premises.

MVSEC agrees that the hallways of the building in which the premises are situated will be used for no purpose other than going to and from the classrooms, and they will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with FVCC facility users.

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. Classrooms and office meeting room must have all MVSEC materials that would interfere with FVCC's ability to use the rooms removed every day as these rooms are available to FVCC during all other times not covered in this Agreement. Each day MVSEC is responsible for cleaning any debris, spills and trash created by them. No open food or drinks may be stored at FVCC and all food trash MUST be hauled to the outside dumpster by MVSEC before leaving for the day. MVSEC may be held liable for the repair cost for all damage to the rooms and items therein during use.

G. MVSEC agrees not to do any of the following in connection with the use of the Internet provided by FVCC.

- use automated scripts to collect information from or otherwise interact with the Service;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;

- intentionally upload, post, transmit, distribute or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation;
- intentionally upload, post, transmit, distribute or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another;
- post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense;
- post, transmit, distribute, store or otherwise make available content that, in the sole judgment of FVCC, is objectionable or which may expose FVCC or its users to any harm or liability of any type.

H. MVSEC agrees that it shall not use the classrooms, nor permit them to be used, for any purpose unrelated to the intended use which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building. And MVSEC shall not cause any public or private nuisance or other act that may disturb the quiet enjoyment of any FVCC users who are concurrently using other parts of the facility. Nor shall MVSEC allow the classrooms to be used for any improper, immoral, unlawful, or unsafe purpose. No firearms are permitted in FVCC building or on the property by anyone other than on-duty law enforcement officials.

I. MVSEC agrees to make no alterations or any of the following to the classrooms without the prior written consent of FVCC.

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings. This shall not apply to tape, tacks or similar non-permanent, non-destructive adhesive materials.
- b. painting or redecorating is not permitted
- c. placing or displaying anywhere inside or outside of the premises any placard, notice or sign for advertising or any other purpose, except any temporary signage needed to direct participants to the classrooms utilized by MVSEC. No permanent sign may be installed.
- d. affixing to or erecting upon or near the premises any radio or TV antenna, dish or tower.

J. 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.

K. 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:                    *Josh LaGrange*  
   *40W150 Main Street*  
   *Batavia, Illinois 60510*

If to MVSEC:                    *Marianne Fidishin, PhD*  
   *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.

9. This Agreement will constitute the entire agreement between MVSEC and FVCC. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party to this Agreement except to the extent incorporated in this Agreement. In particular, no warranties of FVCC not expressed in this Agreement are to be implied.

**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: \_\_\_\_\_  
Chairman of the Elders

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

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

**MID-VALLEY EXECUTIVE ADVISORY BOARD**

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

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

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