



School Association for Special Education in DuPage

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Dr. Kim Dryier
Executive Director

LEASE

1. **PARTIES:** The parties to this Lease are the Board of Education **CENTER CASS SCHOOL DISTRICT #66, 699 Plainfield Road, Downers Grove, DuPage County, Illinois**, having its principal offices at, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. **PREMISES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

5 Pathways Classrooms, Prairieview Elementary School, 699 Plainfield Road, Downers Grove, IL

13 Structured Learning Environment (SLE) Classrooms, Prairieview Elementary School: 699 Plainfield Road, Downers Grove, Illinois

including all furnishings and ordinary school equipment present in said classrooms as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. **TERM:** This lease shall be for the term of ESY, Summer 2025, encompassing the below dates.:

- a. Staff Orientation June 17 and June 18 from 8:00 a.m. - 3:15 p.m.
- b. Staff: 8:00 a.m. - 12:30 p.m., Students 8:15 a.m. - 12:15 p.m.
 - June 23 through July 17 (Monday-Thursday)
 - no instruction on 4th of July
- c. ESY administrators would have use of the building July 21, July 22 and July 23, 2025 for "close-out" tasks.

4. **RENT AND RELATED COSTS:** Lessee agrees to pay Lessor rent as determined by the SASED Board of Directors. For the summer of 2025, it is hereby agreed that the rent amount is \$1,500 per classroom plus a \$750 admin fee for the use of Prairieview School for a total of **\$27,750**.

5. **PAYMENT OF RENT:** Lessee agrees to pay rent in one lump sum on or before September 1, 2025, to the administrative center of Lessor as stated above or at such other address as Lessor may designate.

6. **REGULATION OF STUDENTS AND CLASSROOMS:** Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during the pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:



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- a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
 - b. Lessee's reasonable use of the classroom
- 7. ASSIGNMENT SUBLETTING:** Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.
- 8. SURRENDER OF PREMISES:** Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.
- 9. NO WASTE OR MISUSE:** Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damage to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.
- 10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING:** At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event, the Parties may agree to submit the dispute to mediation or arbitration.
- 11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT:**
Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire,



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Lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order



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and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

- 12. LIABILITY INSURANCE AND INDEMNIFICATION:** Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a \$1,000,000 per occurrence limit, \$2,000,000 General Aggregate and \$500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and noncontributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be canceled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board members, employees, volunteers, agents, and students.

- 13. SUCCESSORS:** This Lease shall be binding upon, apply and insure to the benefit of Lessor and Lessee and their respective successors and assignees.
- 14. SERVICE/USAGE NEEDS for ESY 2025:** The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage need is description as follows:
The usage indicates that the SASED staff and students are an integral part of the building. SASED staff have access to regular classroom or equivalent space general, general supplies, copy machines, etc. as do all other staff. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted and will not be responsible for any interruptions in internet service. Additionally the usage needs are including use of utilities, garbage, snow removal and lawn cutting. plus janitorial service,



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Supplies and general maintenance. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers,



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and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or troubleshoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASED technology staff except in cases of emergency. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. **CHOICE OF LAW/VENUE:** This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.
16. **AUTHORITY:** Each Party's signatory to this Lease represents and warrants that it has the legal authority to sign this Lease and bind each Party to its obligations.
17. **NO JOINT VENTURE:** The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their own members, employees, agents, volunteers, and students, and shall not be responsible for the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 66
699 Plainfield Road
Downers Grove, IL 60516

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By:

By:

Its President

SASED Executive Director

ATTEST:

ATTEST:

Secretary

SASED Director of Business Services/CSBO