



Board Meeting May 6, 2024

Information & Consideration

Item #050624 7E

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SUBJECT: School Association for Special Education in DuPage County (SASED) FY25 Deaf and Hard of Hearing (DHH) Classroom and Office Lease Agreement

Mr. Eagan will provide information to the Board of Education regarding the Deaf and Hard of Hearing (DHH) Classroom and Office Lease Agreement between the School Association for Special Education in DuPage County (SASED) and School District 45 for Fiscal Year 25.

BACKGROUND:

SASED has requested to lease the following rooms for the 24/25 school year:

- 2 DHH Classrooms at the Early Childhood Center
- 1 Office space at the Early Childhood Center
- 5 DHH Classrooms at North Elementary School
- 1 Office space at North Elementary School

The lease year would be from August 11, 2024, through August 10, 2025, and the rate is \$23,000 per classroom and \$12,000 per office. Therefore, the total amount of the lease will be \$185,000 for the year. A copy of the proposed lease agreement is attached.

LEASE

1. PARTIES: The parties to this Lease are **Villa Park School District #45**, DuPage County, Illinois, having its principal offices at 255 West Vermont, Villa Park, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"). 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:

Two Deaf and Hard of Hearing Classrooms, Early Childhood Center, 251 W Jackson Street, Villa Park, IL

One Office Space, Early Childhood Center, 251 W Jackson Street, Villa Park, IL

Five Deaf and Hard of Hearing Classrooms, North School, 150 W. Sunset Avenue, Villa Park, IL

One Office Space, North School, 150 W. Sunset Avenue, Villa Park, IL

including all furnishings and ordinary school equipment necessary to use said rooms as classrooms. 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 a term of one year commencing on August 11, 2024 and continuing until August 10, 2025. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. The Lessee shall notify the Lessor of any such renewal request by March 15, 2025 and the Lessor shall accept or decline the renewal request by March 31, 2025.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the school year 2024-2025 it is hereby agreed that the fees for Space Usage are as follows:

<input type="checkbox"/>	Grades K-8:	\$23,000 x 7 Classrooms	\$161,000.00
<input type="checkbox"/>	High School:	\$25,000	
<input type="checkbox"/>	Office Space:	\$12,000 x 2 Office Space	\$ 24,000.00
TOTAL			\$185,000.00

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

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessor shall have the right to establish reasonable rules and regulations:

- a. For the conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
- b. For the 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 premise 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 damages to Lessor's premises caused by waste or misuse of facilities.

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 default be made in the payment of the rent, or any part thereof, or in any of the covenants herein contained to be kept by Lessee, it shall be lawful for the Lessor at any time, at its election, within 30 days of written notice and the right to cure, to declare the term ended and this Lease forfeited.

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, lightning, vandalism 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 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 waste or misuse of the premises by Lessee, its agents, employees, 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 insurance to insure against claims for bodily injury and property damage resulting from the use of the Lessor's premises. 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 as additional insured on a primary and non-contributory 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 business purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASD offices and Lessor's offices.

Each party to this Lease agree 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 the extent the Loss is caused solely by an act of omission of the indemnifying party or its Board, Board members, employees, volunteers or agents.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

14. SERVICES: Space Usage shall include the following:

- Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting.
- Janitorial service, supplies and general maintenance.
- A proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. SASED staff and students are an integral part of the building, inclusive of building communications and crisis planning. Student fees required by the Lessor for students attending these programs are billed to SASED and will be included in the tuition costs billed to the district of residence. SASED staff has access to the building, general building supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. 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. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving problems that are the result of the district network or the result of SASED provided hardware and software interacting with the network. This assistance shall be coordinated with SASED technology staff. SASED teachers working with students included in district classroom programs will be allowed to participate in lessor's staff meeting and activities, inclusive of celebrations and assemblies. The Lessor's building principal, secretary, and nurse consider the staff and students their responsibility, however, this responsibility is secondary to the SASED program coordinator. "Inclusion fees" have been integrated into this lease agreement. The payment of rental fee provides for the cost to lessor of having staffing patterns and other items impacted by including SASED students in the Lessor's programs. The rent amount identified above includes, and there shall be no additional charge for, SASED's use of the premises, facilities, utilities, supplies, maintenance services, access, support, personnel services, programs, area and facilities of common benefit described herein.
- With regard to the school day for SASED students, start and end times shall be the same as for the other students in the school.

15. ADDENDUM: This Lease may include an Addendum, if different/additional terms are warranted due to special circumstances (such as a unique space size). If an Addendum is used, it will be signed and dated by both parties, attached to this Lease, and considered a part of this Lease.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 24th day of April, 2024

VILLA PARK SCHOOL DISTRICT #45
255 West Vermont
Villa Park, IL 60181

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

By:

By:

Assistant Superintendent for Business

SASED Executive Director

ATTEST:

ATTEST:

Secretary

SASED Director of Business Services/CSBO