



LEASE

1. **PARTIES:** The parties to this Lease are **West Chicago Elementary District #33**, DuPage County, Illinois, having its principal offices at 312 E. Forest Avenue, West Chicago, 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:

**Six Structured Learning Environment (SLE) Classrooms
One Sensory Room
Four Office Spaces/Workspaces
Leman Middle School, 238 E Hazel Street, West Chicago, IL 60185**

including all the furnishings and ordinary school equipment ~~necessary to use said rooms as classrooms (to include student and staff chairs and desks, white board, book shelves and/or book cases)~~ as listed on Exhibit A attached hereto.

Lessor shall use reasonable efforts to make available when ~~needed requested~~ 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 12, 2026 and continuing until August 11, 2027. 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, 2027 and the Lessor shall accept or decline the renewal request by March 31, 2027.

4. **RENT AND RELATED COSTS:** Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the school year 2026-2027 it is hereby agreed that the fees for Space Usage are as follows:

<input checked="" type="checkbox"/> Grades K-8:	\$23,621	x	7 classrooms = \$165,347
<input type="checkbox"/> High School:	\$25,675		
<input checked="" type="checkbox"/> Office Space:	\$12,324	x	4 rooms = \$49,296
			TOTAL \$214,643

5. **PAYMENT OF RENT:** Lessee agrees to pay rent in one lump sum on or before January 1, 2027, to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. RENT OFFSET:

a. If Lessor is unable to fulfill any of Lessor's obligations relating to furniture, equipment, or services required by this Lease, Lessor shall contact Lessee with written email notice of unfilled obligations. The Lessee may also provide the Lessor with notice of unfilled obligations via a written email notice. Upon receipt of such notice, Lessor shall use commercially reasonable efforts to remedy the unfulfilled obligations within a reasonable timeframe. If Lessor is unable to correct the unfilled obligations, Lessee and Lessor will collaboratively determine a rent offset to reduce the amount of rent paid.

b. The amount of the rent offset will equal either of the following, at Lessee's option:

i. Lessee may offset up to Five Hundred Dollars (\$500.00) for every month (or partial month) during which Lessor's unfilled obligation(s) continues. If Lessee reasonably anticipates that the unfilled obligation(s) will continue after the due date for rent (i.e., January 1), Lessee may assess an offset for months occurring after January 1. The specific amount of the offset (up to \$500 per month) will be determined by ~~Lessee in collaboration with the Lessor~~ mutual agreement of the Parties.

ii. Lessee may assess an offset equal to the actual costs incurred by Lessee to provide the furniture, equipment, or services that Lessor was unable to provide, including any costs Lessee reasonably anticipates incurring after the due date for rent (i.e., January 1).

7. 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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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, except where damages are caused by the conduct of the Lessee or its affiliates. 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.

13. 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 SASSED offices and Lessor's offices.

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, judgments, causes of action, costs, expenses (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 by an act or omission of the indemnifying party or its Board, Board members, employees, volunteers or agents.

14. 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.

15. SERVICES: Space Usage shall include the following:

- Regular classroom or equivalent space, including use of utilities, garbage removal, 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 members have access to the following on the same basis that other staff in the building have access: the building, general building supplies copy machine, etc. 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.

- Services provided by Lessor's school nurse will include basic oral medication management, basic first aid services, and other services provided to non-disabled peers.
- 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.
- SASED direct hired, certified staff members assigned to the leased Premises shall be provided with an email account issued by Lessor and/or be included on the building and district's email distribution list. However, no SASED direct hired, certified staff members assigned to the leased Premises shall in any way be considered an employee or agent of the Lessor nor shall such staff member be entitled to any fringe benefits, Worker's Compensation, disability benefits, or other rights normally afforded to employees of the Lessor. All students and their parents/guardians shall be included on the email distribution list of the Lessor's building.
- SASED staff members will be included in Lessor's crisis planning and crisis education/training for the school. Evacuation routes will be specifically outlined and individualized in order to meet the needs of SASED students. This may

include access to ramps and/or alternate arrangements for mobility challenged students.

- SASED Individual student inclusion consideration:
 - Prior to an IEP meeting, when inclusion may be considered, SASED administrative designee will collaborate with host site administrative designee.
 - When considering inclusion, the host subject specific general education will be invited to the IEP meeting, or other appropriate personnel as determined by host site administrative designee and SASED designee
 - Decisions about individual student inclusion needs will be shared in projections in February of the upcoming school year and throughout the remainder of the school year. SASED will provide a list of inclusion needs for the upcoming school year to both the building and district administrator in the spring of the preceding year.

16. 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.

17. NOTICE. Any notice required or permitted hereunder shall be in writing and shall be deemed properly served: (i) on the date delivered if delivered by personal delivery upon an authorized representative of a party hereto; or upon receipt or rejection by addressee if mailed by the United States registered or certified mail, return receipt requested, postage prepaid; or (iii) on the date delivered by email; or (iv) on the date delivered if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to the Lessor:

Karen Apostoli, Executive Director of Business & Operations, CSBO
West Chicago Elementary School District 33
312 E. Forest Avenue
West Chicago, IL 60185
Email: apostolik@wego33.org

If to the Lessee:

Dr. Kim Dryier, Executive Director
School Association for Special Education of DuPage
2900 Ogden Avenue
Lisle, IL 60502
Email:

18. COMPLIANCE WITH LAWS: Both the Lessor and Lessee shall comply with all applicable local, county, state, and federal laws and regulations.

19. GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to its conflict of laws rules. Jurisdiction and venue for all litigation arising out of this Lease shall be in the Circuit Court of DuPage County, Illinois.

20. AUTHORITY TO EXECUTE: Both parties represent and warrant to the other that this Agreement has been duly authorized and that the person who executed this Lease is authorized to do so on behalf of the party.

21. COMPLETE AGREEMENT: The terms and conditions contained in this Lease, together with any attachments and exhibits, constitute the complete and integrated agreement between the Parties with respect to the subject matter contained herein. All prior agreements, negotiations, and understandings with respect to the subject matter of this Lease are hereby deemed void and of no further effect. This Lease may only be modified or cancelled by the written agreement of both the Lessor and Lessee and may not be modified or cancelled orally.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 1st day of July 2026 .

West Chicago Elementary District #33
312 E Forest Avenue
West Chicago, IL 60185

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 Assistant Director of Business/CSBO