



## **2026-27 SWCCCASE LEASE AGREEMENT**

**BETWEEN:** SOUTHWEST COOK COUNTY COOPERATIVE ASSOCIATION FOR SPECIAL EDUCATION (SWCCCASE) and BOARD OF EDUCATION FOR SCHOOL DISTRICT 210 (SCHOOL DISTRICT).

DATED: July 1, 2026

RE: Use of SCHOOL DISTRICT premises by SWCCCASE

### **1. PREMISES**

The SCHOOL DISTRICT shall lease to SWCCCASE those areas of School District's building(s) which is(are) described on attachment "A" hereto.

### **2. TERM**

SWCCCASE's use of the premises shall commence on the first day of the 2026-2027 school term and shall continue until the last day of the 2026-2027 school term.

### **3. RENT FOR CLASSROOM USAGE**

SWCCCASE shall pay rent to the SCHOOL DISTRICT for the premises in the amount of \$20.00 per square foot. SWCCCASE agrees to pay the SCHOOL DISTRICT for the months of August through December by January 31st of the following year and for the months of January through June by June 30th of the same year.

#### **4. SCHOOL DISTRICT REGISTRATION FEES**

The \$20.00 per square foot includes an additional \$2.00 in lieu of SCHOOL DISTRICT registration fees and \$2.00 per square foot for 1:1 devices. The SCHOOL DISTRICT will have the option to invoice SWCCCASE in the event that the \$2.00 per square foot increase does not hold harmless the SCHOOL DISTRICT's expected school registration fee revenue from non-member students.

#### **5. UTILITIES/JANITORIAL**

The SCHOOL DISTRICT shall be responsible for the cost of all utilities necessary to provide lighting, heating, cooling, and ventilation, as well as for the cost of providing janitorial services to SWCCCASE for the premises.

#### **5A. CONDITION AND MAINTENANCE OF FACILITIES**

The SWCCCASE acknowledges that neither the School District nor any agent or employee of the School District has made any representation or warranty concerning the Facilities, and the SWCCCASE accepts possession of the Facilities in “as-is” condition. At the close of each instance of use, the SWCCCASE shall leave the Facilities in substantially the same condition as at the outset of each instance of use, ordinary wear, and tear excepted. The SWCCCASE shall be responsible for the cost of repair and/or replacement of any damage to the Facilities, including fixtures and furnishings, which occurs because of or related to the SWCCCASE’s use (normal wear and tear, and damages by fire, casualty or other insured loss excepted). The SWCCCASE shall reimburse the School District for any additional costs within 30 days after the School District provides a written invoice for such costs to the SWCCCASE.

#### **6. USE OF THE SCHOOL DISTRICT PROPERTY/RESOURCES**

SWCCCASE shall be permitted to use SCHOOL DISTRICT property and resources in order to provide quality services to students. This includes but is not limited to:

- Access to the internet (wired/wireless) with speeds and content filtering equivalent to district staff
- IT support for networking issues
- Network connection for SWCCCASE printers and copiers
- Access to phone service and/or walkie talkie and work rooms
- District email address

- Keycards, IDs, and/or parking placards to access buildings
- Student participation in school wide activities, including field trips and special events (i.e. Field Day, Picture Day, PTA activities, graduation)
- Mainstream class availability as appropriate and in collaboration with school
- Participation in annual State assessments (IAR, SAT, Fitness, etc.)
- Inclusion in building-wide databases and communication

The SCHOOL DISTRICT shall provide furnishing in the premises including teacher and student desks and chairs. SWCCCASE shall have available for its use the SCHOOL DISTRICT's copying machine, library, teacher mailboxes, audio-visual equipment, tape recorders, calculators and telephones for the purpose of communicating with parents and supervisory staff. SWCCCASE shall have access to building private areas for conferences and related services.

## **7. SERVICES**

Unless otherwise agreed, SWCCCASE shall provide the teaching personnel necessary to operate its programs on the premises. The SCHOOL DISTRICT shall provide principal-level supervision and emergency assistance. SWCCCASE students shall have access to SCHOOL DISTRICT psychologists, guidance counselors and/or nurses as indicated in the students individualized educational plans (IEPs). SWCCCASE students shall also have access to health services provided to SCHOOL DISTRICT students by the SCHOOL DISTRICT's nurse.

## **8. SWCCCASE STAFF**

Illegal drugs, cannabis, vaping, and alcohol are not permitted on the School District's property, including the facilities. SWCCCASE shall observe all basic fire-safety regulations. SWCCCASE shall not use any open flames for lighting effects, such as candles or flame lamps. SWCCCASE shall not connect electric fixtures, line extensions, equipment, or appliances without custodial supervision. Staff will follow all district rules, policies and procedures while on SCHOOL DISTRICT property. This includes but is not limited to:

- Dress Code
- Conduct
- Technology appropriate use
- Parking
- Signing in and out of building

## **9. INSURANCE**

SWCCCASE shall carry and maintain the following insurance at its sole cost and expense: Comprehensive general liability and property damage insurance (\$1,000,000 per occurrence, \$2,000,000 general aggregate); Automobile Liability Insurance (\$1,000,000); Workers' Compensation Insurance; Sexual abuse and molestation insurance (\$1,000,000); and Umbrella liability insurance (\$4,000,000 per occurrence, \$4,000,000 general aggregate). The comprehensive general liability, sexual abuse and molestation, and property damage insurance policy shall name School District, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of School District. SWCCCASE shall provide certificates of insurance to the School District. No policy may be canceled, terminated, or reduced without at least 30 days prior written notice to the School District. Such coverage does not apply to: 1) any "occurrence" which takes place after the SCHOOL DISTRICT ceases to rent, lease or use the premises; 2) to structural alterations, new construction or demolition operations performed by or on behalf of the SCHOOL DISTRICT; OR 3) to "bodily injury" or "property damage" arising out of the sole negligence of the SCHOOL DISTRICT.

## **11. INDEMNIFICATION AND WAIVER**

To the fullest extent permitted by law, and as partial consideration for the SWCCCASE to use the Facilities, the SWCCCASE shall indemnify, hold harmless, and defend the School District, its Board, Board members, employees, agents, and successors against all claims, losses, damages, liability, costs, and expenses (including attorneys' fees) related to damages to property or injury to person (including death) that may arise out of or in connection with the SWCCCASE's, its SWCCCASEs', employees', or agents' use of the Facilities. Except to the extent prohibited by law, the School District shall not be liable, and the SWCCCASE waives all claims against the School District for damages to person or property sustained by the SWCCCASE resulting from its use of the Facilities. All personal property belonging to the SWCCCASE shall be there at the risk of the SWCCCASE. The School District shall not be liable for any damage thereto or the theft or misappropriation thereof. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the defenses available to the School District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

## **12. MISCELLANEOUS**

This Agreement constitutes the complete agreement between the SCHOOL DISTRICT and SWCCCASE and may be amended or supplemented only by a further written document approved and signed by both parties.

## **13. NOTICE**

Any notice, request, demand, or other communication provided for by this Agreement must be in writing and will be deemed to have been duly received upon (a) actual receipt if personally delivered, and the sender received written confirmation of personal delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, or (c) three calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice must be sent to the party's main business address.

## **14. SCHOOL MEAL AGREEMENT**

The School-Based Child Nutrition Meal Agreement between the SCHOOL DISTRICT (Seller/Provider) and SWCCCASE (Purchaser) is established as follows:

- 1) The SCHOOL DISTRICT shall provide meals (breakfast and lunch where available) to the special education students housed in the facilities for the 2026-2027 school year (approximately August 2026 to June 2027).
- 2) Meals shall be billed to SWCCCASE per the ISBE approved reimbursement rates based on SWCCCASE's CEP application/rates.
- 3) The SCHOOL DISTRICT is responsible for monthly reporting of meals served per student to SWCCCASE for claiming purposes. Monthly totals should be reported no later than the 10th of the following month.
- 4) SWCCCASE agrees to pay the SCHOOL DISTRICT for the months of August through December by January 31st of the following year and for the months of January through June by June 30th of the same year.
- 5) SWCCCASE will provide a list of enrolled students and handle the distribution of parent letters indicating CEP eligibility.
- 6) The agreement may be cancelled or renegotiated at any time after the current expiration date or before the official beginning of the school year.

**BOARD OF EDUCATION OF LEMONT HIGH SCHOOL DISTRICT NO. 210**

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President

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Secretary

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

**BOARD OF DIRECTORS FOR SOUTHWEST COOK COUNTY COOPERATIVE  
ASSOCIATION FOR SPECIAL EDUCATION**

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President

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Secretary

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

**BOARD OF EDUCATION OF FOREST RIDGE SCHOOL DISTRICT 142, COOK  
COUNTY, ILLINOIS, as Administrative District for SOUTHWEST COOK COUNTY  
COOPERATIVE ASSOCIATION FOR SPECIAL EDUCATION**

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President

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Secretary

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