To: Board of Education
From: Ramona M. Stavros
Date: **August 23, 2011 Agenda Item 2A7 – St. Aemilian Lakeside Inc. Contract Renewal**

Executive Summary

Presentation: Ramona Stavros will be available to address any questions regarding use of the St. Aemilian-Lakeside, Inc. program, housed within the School District of Elmbrook.

Topic and Background: Each year the School District contracts with St. Aemilian-Lakeside, Inc. to use school district facilities as an alternative educational setting. The program is available to all students in Waukesha County. Elmbrook serves as the fiscal agent of the program, however St. Aemilian-Lakeside representatives determine potential candidates.

Rationale: St. Aemilian-Lakeside, Inc. provides a highly structured, individualized plan for students' emotional as well as academic growth.

Budget: Beginning July 1, 2011, St. Aemilian-Lakeside, Inc. will pay $3228 per room per year, made payable in two installments. The monthly lease increased approximately 4% during the 2011-12 school year.

Recommended Board Motion: The Board of Education approves the continued agreement for the 2011-2012 school year, between the School District of Elmbrook and St. Aemilian-Lakeside, Inc.

Attachments:
2011-201 Contract

CONTRACT BETWEEN SCHOOL DISTRICT OF ELMBROOK
AND ST. AEMILIAN-LAKESIDE, INC.

This agreement, effective the first day of July, 2011, by and between the lessor, School District of Elmbrook, Waukesha County, Wisconsin and the lessee, St. Aemilian-Lakeside, Inc.

Witnesseth that the said lessor does hereby lease to the said lessee one room for a Community Day Treatment Program. This agreement also includes the use of two teacher desks, use of lavatory facilities, use of physical education facilities and outside play areas, not to interfere with regular school operations. The lessor appoints the building principal to select and coordinate above-mentioned items.

The agreement is to be in effect beginning July 1, 2011, through June 30, 2012, and said lessee shall pay $3228 per room per year. The payments shall be made in two installments per year. The School District of Elmbrook shall be the payee.

Lessee also agrees to obey all ordinances of the City of Brookfield in regard to health and safety, and any an all lawful orders, rules and regulations of the proper health officers of the said City, State of Wisconsin, and Wisconsin Department of Industry, Labor and Human Relations. Lessee also agrees to abide by the Board policies of the School District of Elmbrook administered under the supervision of the building principal.

Lessee also agrees to follow the basic School District of Elmbrook school day hours and only have students in attendance during these hours. Upon completion of the regular school terms of School District of Elmbrook, lessee will continue to use the space during regular schedule of hours as hereafter stated for continuation of Community Day Treatment Program through June 30, 2012, termination date of this contract.

Lessee agrees to indemnify and to forever save harmless the lessor, its officers, agents, and employees, from any and all claims of whatsoever kind, nature, or description arising out of use of said Fairview South School facility described in this agreement.

Lessee further agrees that the lessor may, at all reasonable times, and provided that such entry does not interfere with the classroom activity of the lessee, enter to view the premises hereby leased or make repairs or clean said premises which the lessor may deem necessary, and may expel the lessee if lessee shall fail to pay rent, or refuse to obey the said ordinances and rules and regulations as aforesaid, or shall under lease the premises or any part thereof, or assign this agreement without the consent of the lessor in writing.

The words "Lessor" and "Lessee" when used shall be taken to mean either the singular or plural, as the case may be, and the provisions of this agreement shall extend and apply to the legal representatives, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands on the dates shown below and contract to be consummated when parties for lessor and lessee have both signed.

SCHOOL DISTRICT OF ELMBROOK

President	Date Signed
Clerk	Date Signed

ST. AEMILIAN-LAKESIDE, INC.

Bridget Fassett Chief Financial Officer	Date Signed