

**RATIFY ENTERING INTO A LEASE AGREEMENT WITH ILLINOIS RETAIL MERCHANTS  
ASSOCIATION FOR RENTAL OF SPACE LOCATED AT  
216 BROADWAY, SPRINGFIELD, ILLINOIS**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Ratify entering into a lease agreement with Illinois Retail Merchants Association for rental of space located at 216 Broadway, Springfield, Illinois for use by Board of Education of the City of Chicago. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below:

**LANDLORD:** Illinois Retail Merchants Association  
19 South LaSalle Street, Suite 300  
Chicago, IL 60603  
Contact: David F. Vite  
Phone: (312) 726-4600

**TENANT:** Board of Education of the City of Chicago

**PREMISES:** Approximately 300 rentable square feet of office space located at 216 Broadway, Springfield, Illinois plus one (1) assigned parking space.

**USE:** Office space and parking to conduct official business of the Chicago Board of Education in Springfield.

**TERM:** The term of this Lease shall commence January 1, 2003 and shall end on December 31, 2003.

**OPTION TO RENEW:** The tenant has an Option to Renew the Lease for one year at the same rent as during the original term of the Lease.

**RENT:** The monthly rent which includes parking shall be \$377.50 from January 1, 2003 (or date of occupation, whichever occurs later) through December 31, 2003.

**MAINTENANCE:** The Tenant shall pay for telephone or other communication services. The Landlord shall pay and provide for:

- Air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.
- Heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.
- Custodial services which shall be construed as cleaning, washing, emptying waste baskets, replacement of light bulbs or sweeping and vacuuming of any kind
- The General Assembly approved speaker system, which includes House and Senate floor action in three locations within the Premises.
- A shared conference room which will accommodate up to 15 people on a scheduled basis.

**ADDITIONAL RESPONSIBILITIES OF TENANT**

- Replace any broken plate glass in the Premises which is not caused by negligence of Landlord

- Pay for monthly alarm service, if necessary.

**INSURANCE:** The Board of Education shall provide liability insurance under its self-insured coverage.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement.

**AFFIRMATIVE ACTION:** Exempt.

**LSC REVIEW:** LSC approval is not applicable to this action.

**FINANCIAL:** Charge to: 0110-210-000-7870-5410 \$2265 for FY 2003  
Source of Funds: Education, Fund 210

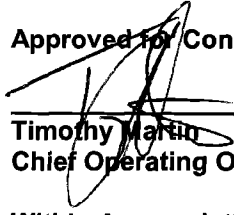
**GENERAL CONDITIONS:** Inspector General-Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.


**Conflicts-**The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

**Indebtedness-**The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

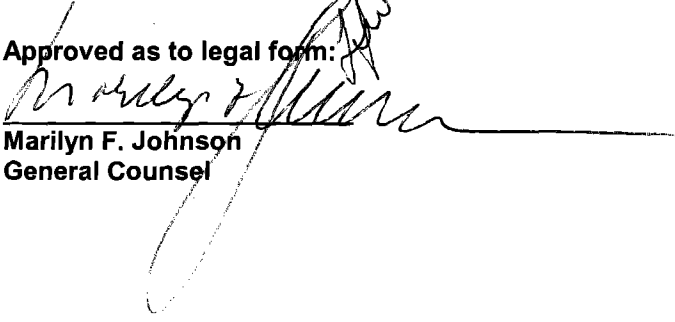
**Ethics-**The Boards' Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Contingent Liability-**The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget (s).

Approved for Consideration:  
  
\_\_\_\_\_  
Timothy Martin  
Chief Operating Officer

Approved:  
  
\_\_\_\_\_  
Arne Duncan  
Chief Executive Officer *WYPAD*

Within Appropriation:  
  
\_\_\_\_\_  
Kenneth C. Gotsch  
Chief Fiscal Officer

Approved as to legal form:  
  
\_\_\_\_\_  
Marilyn F. Johnson  
General Counsel