

**APPROVE ENTERING INTO A LEASE AGREEMENT WITH
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
FOR LEASE OF 10211 S. CRANDON (GOLDSMITH SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with The Board of Trustees of the University of Illinois for lease of 10211 S. Crandon (Goldsmith School) for use by the University of Illinois Extension – Cook County as a Community Science Laboratory. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below.

TENANT: The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, having its principal offices in Urbana, Illinois, on behalf of the University of Illinois Extension – Cook County.

Address: University of Illinois Extension
Office of the Assistant Dean
4801 Southwick Drive, Suite 100
Matteson, IL 60443

Contact: James D. Oliver
Assistant Dean, Urban and Metropolitan Affairs
Phone No.: 708-481-0111

LANDLORD: Board of Education of the City of Chicago

PREMISES: 10211 S. Crandon (Goldsmith School) including building, parking lot and grounds, with the building consisting of approximately 14,387 rentable square feet.

USE: Community Science Laboratory.

TERM: The term of the Lease Agreement shall be for a period commencing September 1, 2006 and ending August 31, 2008.

BASE RENT: The base rent during the term shall be as follows:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Annual Rate per Square Foot</u>
9/1/06 – 8/31/07	\$7,193.50	\$86,322.00	\$6.00
9/1/07 – 8/31/08	\$7,193.50	\$86,322.00	\$6.00

All Rent shall be payable in accordance with the terms of the Lease.

SECURITY DEPOSIT: None.

TENANT'S OBLIGATIONS: Throughout the term of the lease, Tenant shall 1) pay all utilities, including heat, light, water, garbage, air-conditioning; 2) be responsible for the maintenance and care of the building interior, fixtures and equipment; 3) furnish and pay for janitorial services for the building and grounds; and 3) secure and pay for all telephone/networking services, including the cost of installation.

LANDLORD'S OBLIGATIONS: Throughout the term of the lease, the Board shall 1) maintain the grounds, including the play areas, landscaping and parking lot; and 2) be responsible for any structural maintenance and building capital improvements as deemed necessary by the Board.

REAL ESTATE TAXES: The Tenant shall be liable for the payment of any real estate or leasehold taxes that are imposed upon the Premises as a result of this lease agreement.

"AS IS" CONDITION: The Tenant is taking the Premises in "as is" condition.

INSURANCE/INDEMNIFICATION: Tenant is a self-insured entity and shall provide necessary liability coverage for its officers, employees and invitees. The General Counsel shall negotiate all insurance and indemnification provisions in the lease.

AUTHORIZATION: Authorize the General Counsel to include insurance, indemnification, and 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 any and all ancillary documents required to administer or effectuate the lease agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Income credited to the General Fund.

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.

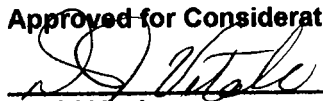
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-P04), as amended from time to time, shall be incorporated into and made a part of the agreement.

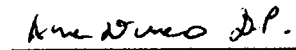
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



David Vitale
Chief Operating Officer

Approved:



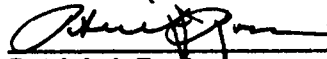
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel