

AMEND BOARD REPORT 11-0622-OP6
APPROVE NEW LEASE AGREEMENT WITH
URBAN PREP CHARTER ACADEMY FOR YOUNG MEN HIGH SCHOOL-EAST GARFIELD PARK
CAMPUS FOR LEASE OF THE MEDILL FACILITY
LOCATED AT 1326 WEST 14TH PLACE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a new lease agreement with **Urban Prep Academy for Young Men High School – East Garfield Park Campus**, as tenant, for rental of the **Medill Facility** located at 1326 West 14th Place, Chicago, Illinois to use as a charter school. 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 amended Board Report.

This March 2012 Board Report is necessary to revise the lease commencement date.

TENANT: Urban Prep Charter Academy for Young Men High School – East Garfield Park Campus
420 North Wabash Avenue
Chicago, IL 60611
Phone: (312) 276-0259
Contact Person: Tim King, Founder and Chief Executive Officer

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall be the sole occupant in the building and land at the Medill Facility located at 1326 West 14th Place, *however for the first year of the lease term, Landlord shall use the third floor of the Premises for storage pursuant to the Memorandum of Understanding attached to the written lease agreement. Upon expiration of the first year of the lease term, Tenant shall occupy the entire building.*

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

TERM: The lease term shall commence on ~~the date the Lease is fully executed (but no sooner than July 4August 24, 2011)~~, and shall end June 30, 2015. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

RENT: One dollar (\$1.00) per year

OPERATING EXPENSES: Tenant shall procure all Operating Services from Landlord. ~~During~~ the first year of the lease term ~~Tenant~~ and shall only be responsible for its proportionate share of Operating Expenses. Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase). Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments. Upon expiration of the 1st lease year, Tenant shall be the sole occupant of the building and shall have the right to choose between Landlord and a 3rd party to obtain some or all of its Operating Services in accordance with the provisions of the Facilities Service Form.

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 Chief Operating Officer to execute any and all ancillary documents related to this Lease.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable 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.

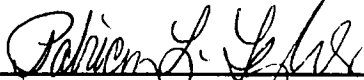
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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 May 25, 2011 (05-0525-PO2), 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:



Patricia L. Taylor
Chief Operating Officer

Within Appropriation:




David G. Watkins
Chief Financial Officer

Approved:



Jean-Claude Brizard
Chief Executive Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel