

**RATIFY TEMPORARY LEASE AGREEMENT WITH  
LAWNDALE EDUCATIONAL AND REGIONAL NETWORK CHARTER SCHOOL, INC.**

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

Ratify entering into a temporary lease agreement with Lawndale Educational and Regional Network Charter School, Inc. ("L.E.A.R.N.") at 1628 W. West Washington Boulevard in Chicago, Illinois for 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 Board Report.

**TENANT:** Lawndale Educational and Regional Network Charter School, Inc.  
212 South Francisco Avenue  
Chicago, IL 60612  
Contact: Greg White / (773) 826-0370

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

**PREMISES:** Tenant used a portion of the building located at 1628 W. West Washington Boulevard as set forth in the lease agreement.

**USE:** Tenant used the Premises to operate two charter campuses, L.E.A.R.N. 7<sup>th</sup> Campus and L.E.A.R.N. Middle School Campus, and for no other purpose. Tenant's amended Charter School Agreement was authorized by Board Report 13-0424-EX10.

**TERM:** The term of the temporary lease commenced on September 25, 2013, and ended on December 23, 2013. Tenant operated L.E.A.R.N. 7<sup>th</sup> Campus within the Premises from October 10, 2013, through December 23, 2013. Tenant operated L.E.A.R.N. Middle School Campus within the Premises from September 25, 2013, through December 23, 2013.

**RENT:** One dollar (\$1.00).

**OPERATING AND UTILITIES EXPENSES:** Tenant procured all operating services from Landlord. Landlord provided all operating services at Landlord's then-current rate (which is subject to increase). Tenant shall pay its share of all operating and utilities expenses. Landlord shall deduct such operating and utilities expenses from Tenant's general education quarterly payments.

**MAINTENANCE, REPAIRS AND CAPITAL IMPROVEMENTS:** Tenant shall be responsible for all maintenance, repairs and capital improvements to the Premises.

**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 the lease agreement.

**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 (11-0525-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).

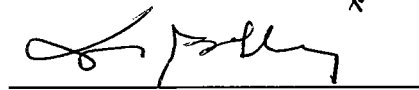
**Approved for Consideration:**

  
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**Patricia L. Taylor**  
**Chief Facilities Officer**

**Approved:**

  
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**Barbara Byrd-Bennett**  
**Chief Executive Officer**

**Approved as to legal form:** 

  
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**James Bebley**  
**General Counsel**