

**APPROVE ENTERING INTO A LEASE AGREEMENT WITH BETH SHALOM B'NAI ZAKEM  
ETHIOPIAN HEBREW CONGREGATION FOR USE OF SPACE AT 6601 SOUTH KEDZIE**

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

Approve entering into a lease agreement with Beth Shalom B'nai Zakem Ethiopian Hebrew Congregation for use of space at 6601 S. Kedzie. 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:** Beth Shalom B'Nai Zakem Ethiopian Hebrew Congregation  
6601 S. Kedzie  
Chicago, IL 60629  
Contact: Rabbi Capers C. Funnye, Jr.  
Phone: 773/476-2924

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

**PREMISES:** The Building and Grounds at 6601 S. Kedzie consisting of eight (8) classrooms: 400, 401, 402, 403, 404, 405, 407 and 410; a dining area; gymnasium; office; and boys and girls toilet facilities. Total square footage for the area is 9,316. Also included is use of the parking lot for staff parking as needed.

**USE:** To be used by Marquette School to relieve overcrowding.

**TERM:** The term of this lease agreement shall commence on August 1, 2004 and shall end June 30, 2009.

**RENT:** The annual rent for the term shall be \$92,000, payable over an eleven month period (no rent shall be due for the month of July of each year of the lease). The 11 monthly installments shall be \$8363.63.

**OPERATION & MAINTENANCE:** The Tenant shall provide Janitorial Services. The Landlord shall be responsible for all utilities, roof, mechanical repairs, real estate taxes, normal maintenance and snow removal.

**INSURANCE/INDEMNIFICATION:** 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:** Local School Council approval is not applicable to this report

**FINANCIAL:** Charge to Marquette School: \$92,000.00      Fiscal Year: 2005  
Budget Classification: 4620-552-000-6000-5480      Source of Funds: Marquette School

**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.

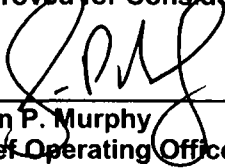
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their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



Sean P. Murphy  
Chief Operating Officer

**Approved:**



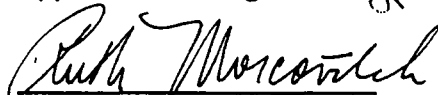
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**



John Maiorca  
Chief Financial Officer

**Approved as to legal form:**



Ruth M. Moscovitch  
General Counsel