

**RATIFY THE RENEWAL OF THE LEASE AGREEMENT  
WITH KIPP ASCEND CHARTER SCHOOL FOR LEASE OF A  
PORTION OF SUMNER SCHOOL, 4320 W. FIFTH AVENUE, CHICAGO, ILLINOIS**

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

Ratify the renewal of the lease agreement with Kipp Ascend Charter School for lease of a portion of 4320 W. Fifth Avenue, Chicago, Illinois for the continued use as a Charter School. A written lease renewal agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease renewal agreement is not executed within 90 days of the date of this Board Report.

**TENANT:** Kipp Ascend Charter School  
4320 W. 5<sup>th</sup> Avenue  
Chicago, IL 60624  
Contact: Jim O'Connor, School Leader  
Phone: 773-263-5769

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

**PREMISES:** A portion of the building located at 4320 W. 5<sup>th</sup> Avenue (Sumner School), as more fully defined in the original lease agreement.

**USE:** To continue operating a Charter School.

**ORIGINAL LEASE:** The original lease agreement (authorized by Chief Operating Officer's Report 05-0721-COO58) is for a term commencing July 28, 2005 and ending June 30, 2008.

**RENEWAL TERM:** By mutual agreement of the parties, the term of the Lease Agreement shall be renewed for a period commencing July 1, 2008 and ending June 30, 2009. If Tenant's Charter School Agreement is terminated this lease shall also terminate.

**RENT:** \$1.00 per year.

**OPERATING EXPENSES:** Landlord shall be responsible for and shall pay operating expenses because Tenant is in a shared facility with a traditional Chicago Public School(s). Landlord shall deduct from the "per pupil allocation" made by Landlord to Tenant the cost of providing such operating expenses (the "Facilities Deduction"). For the 2008/2009 school year, the Facilities Deduction shall be \$1,002.00 per elementary school student and will be subject to increase as Landlord's costs increase. The Facilities Deduction will be taken from Tenant's first and fourth quarterly per pupil allocation payments.

**OTHER TERMS AND CONDITIONS:** Except as specifically modified herein, all other terms and conditions of the original Lease shall remain in full force and effect.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal 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 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 member 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-PO4), 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:**



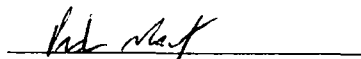
**M. Hill Hammock**  
**Chief Operating Officer**

**Approved:**



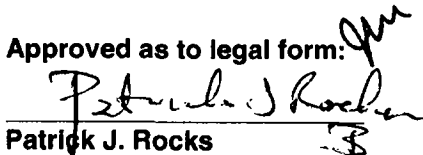
**Arne Duncan**  
**Chief Executive Officer**

**Within Appropriation:**



**Pedro Martinez**  
**Chief Financial Officer**

**Approved as to legal form:**



**Patrick J. Rocks**  
**General Counsel**