

**APPROVE ENTERING INTO A LEASE AGREEMENT WITH
KIPP ASCEND CHARTER SCHOOL FOR LEASE OF A PORTION OF
THE PENN SCHOOL BUILDING, 1616 SOUTH AVERS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with KIPP Ascend Charter School for lease of a portion of the Penn School building, 1616 South Avers. A written lease agreement is currently being negotiated. Possession of the Premises will not be granted to the Charter School until the lease agreement is fully executed. 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: KIPP Ascend Charter School
4320 W. 5th Avenue
Chicago, IL 60624
Contact: Jim O'Connor
Phone: 773-263-5769

LANDLORD: Board of Education of the City of Chicago

PREMISES: The Premises shall consist of portion of the building located at 1616 South Avers (Penn School) to be determined by a Memorandum of Sharing Agreement which shall be made a part of the lease. The Board approved Tenant's occupancy of this site on March 25, 2009, pursuant to Board Report 09-0325-EX05; therefore, this possession of a CPS facility by a Charter School is in compliance with the notice provision contained in the Charter School Capital and Facility Budget policy.

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

TERM: The lease term shall commence on such date as the Lease agreement is fully executed, but no earlier than July 1, 2009, and shall end June 30, 2013. This lease shall automatically terminate on any such date as the Charter School Agreement is terminated.

RENT: \$1.00 per year.

OPERATING EXPENSES: In the event Tenant is the sole occupant of the Premises, the Tenant shall have the option to procure various operating services (Operating Services) from the Landlord in accordance with Landlord's current established procedures and rates. This election shall be made prior to the execution of the lease and will be incorporated into the lease. Tenant shall be bound by the selection for the one year pilot period. At the end of such the one year pilot period, Tenant may change its procurement of Operating Services from the Landlord. Thereafter, Tenant shall be bound by its selection of Operating Services for a 3-year period. In the event Tenant shares the Premises at any time with a Chicago Public School, the Tenant will automatically receive all of Landlord's Operating Services and shall pay for such Operating Services pursuant to current established procedures and rates. In the event Tenant shares the Premises at any time with another charter school, both charter schools must make the same election regarding the procurement of Operating Services from the Landlord.

INSURANCE/INDEMNIFICATION: Insurance and indemnification provisions shall be negotiated by the General Counsel.

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 determine the allocation of responsibility of various maintenance and other services and 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 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:



Stephen M. Wilkins
Chief Property Officer

Within Appropriation:



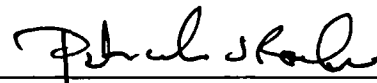
Pedro Martinez
Chief Financial Officer

Approved:



Ron Huberman
Chief Executive Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel 