

**APPROVE THE NEW LEASE AGREEMENT WITH BRONZEVILLE LIGHTHOUSE CHARTER SCHOOL  
FOR LEASE OF HARTIGAN SCHOOL LOCATED AT 8 WEST ROOT STREET**

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

Approve the new lease agreement with the **Bronzeville Lighthouse Charter School**, as tenant, of all the **Hartigan School Building** located at 8 West Root Street, Chicago, Illinois for the continued 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:** Bronzeville Lighthouse Charter School  
8 West Root Street  
Chicago, IL 60651  
Contact Person: Ashleigh Plauche, Principal  
Phone: (773) 535-1459

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

**PREMISES:** Tenant shall have sole possession and use of the building and land at Hartigan School located at 8 West Root Street.

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

**ORIGINAL LEASE:** The original lease agreement (authorized by Chief Operating Officer's Report 05-1104-COO82) is for a term commencing July 1, 2006, and ending June 30, 2011.

**TERM OF THE NEW LEASE:** The lease agreement shall be for a period commencing on July 1, 2011 and ending June 30, 2016. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

**RENT:** One dollar (\$1.00) per year

**OPERATING EXPENSES:** Tenant shall be responsible for determining if some or all Operating Services shall be obtained from Landlord or from a third party. If Tenant does not choose a third party, Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase) and Tenant shall pay such Operating Expenses. Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments.

**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 renewal 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.

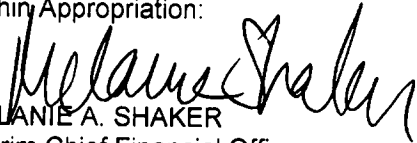
Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

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 Operating Officer**

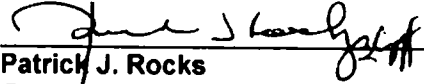
Within Appropriation:

  
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**MELANIE A. SHAKER**  
**Interim Chief Financial Officer**

Approved:

  
\_\_\_\_\_  
**JEAN-CLAUDE BRIZARD**  
**Chief Executive Officer**

**Approved as to legal form:**

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