

**APPROVE ENTERING INTO A FIVE YEAR INTERGOVERNMENTAL AGREEMENT WITH CITY COLLEGES OF CHICAGO FOR JOINT USE OF WRIGHT COLLEGE SOUTH CAMPUS  
3400 N. AUSTIN AVENUE**

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

Approve entering into a five (5) year Intergovernmental Agreement with the City Colleges of Chicago (CCC) for joint use of Wright College South Campus at 3400 N. Austin Avenue ("Agreement"). The Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Agreement is not executed within 120 days of the date of this Board Report. Information pertinent to the five year Agreement is stated below.

**OWNER:** City Colleges of Chicago  
226 W. Jackson Blvd.  
Chicago, IL 60606  
Contacts: Dr. Charles Guengerich, President, Wright College, 773-777-7900  
Diane Minor, Vice Chancellor of Facilities 312-553-2636  
John Sugrue, Director of Facilities and Plant Management 312-553-3324  
Rebecca Ford, Associate General Counsel 312-553-2542

**PROPERTY:** Wright College South Campus located at 3400 N. Austin Avenue, Chicago including the parking and recreational facilities. The Property is legally described on Exhibit A and identified as PINS: 13-20-315-001-0000 and 13-20-311-001-0000.

**BOARD USE:** To relieve overcrowding at various elementary schools in the surrounding area and to operate the Chicago Academy Elementary School, the Chicago Academy High School and the Academy for Urban School Leadership ("AUSL").

**WRIGHT COLLEGE:** Wright College will operate the Illinois Employment and Training Center ("One Stop") and Adult Education Programs in the Property ("Wright College Programs"). The hours of operation and location for these Programs will be jointly determined by the President of Wright College and the Vice Chancellor of Facilities for City Colleges, the Chief Operating Officer for the Board and the two principals for Chicago Academy Elementary and High School.

**USE TERM:** The term shall be for five (5) years, commencing July 1, 2011 to June 30, 2016.

**FEES:** The Board will pay \$620,000 per year, payable in equal monthly installments of \$51,666.66. Commencing July 1, 2012, the fee will increase yearly by 3% on July 1<sup>st</sup>.

<b>Fiscal Year</b>	<b>Annual</b>	<b>Monthly</b>
2011-2012	620,000	51,666.67
2012-2013	638,600	53,216.67
2013-2014	657,758	54,813.17
2014-2015	677,490.74	56,457.56
2015-2016	697,815.46	58,151.29

**IMPROVEMENTS TO PROPERTY:** The Board shall be allowed to make improvements to the Property for educational purposes with the Owner's consent.

**INSURANCE/INDEMNIFICATION:** The Board and CCC shall each maintain adequate liability insurance and indemnify and defend each other for claims or damages relating to their respective use of the Property. The Board will insure the building and facilities on the Property.

**MAINTENANCE AND UTILITIES:** The Board shall be responsible for the operation and maintenance costs of the Property except for areas that are exclusively used or occupied by the Owner. The Board shall be responsible for its utilities.

**REAL ESTATE TAXES:** The Property is currently exempt from real estate taxes. The General Counsel is hereby authorized to contest and appeal any action to tax the Property or the Board's interest therein. In the event the Property or the Board's interest in the Property becomes taxable after all appeals have been taken and failed, the Board authorizes the payment of the real estate taxes for the Property or the Board's interest therein.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the Agreement including credit for improvements made by the Board, or on its behalf, to the Property. Authorize the President and Secretary to execute the Agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate the Agreement.

**AFFIRMATIVE ACTION:** Exempt.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to Real Estate:

<b>Fiscal Year</b>	<b>Annual</b>	<b>Budget Classification</b>
2011-2012	620,000.00	11910.230.57705.254903.000000.2012
2012-2013	638,600.00	11910.230.57705.254903.000000.2013
2013-2014	657,758.00	11910.230.57705.254903.000000.2014
2014-2015	677,490.74	11910.230.57705.254903.000000.2015
2015-2016	697,815.46	11910.230.57705.254903.000000.2016

Source of Funds: Rent, Contingency

**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.

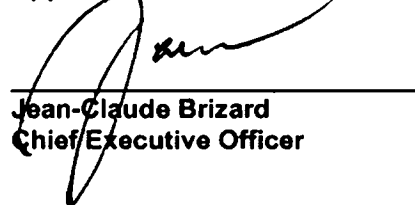
Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

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).

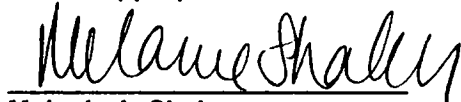
**Approved for Consideration:**

  
Patricia L. Taylor  
Chief Operating Officer

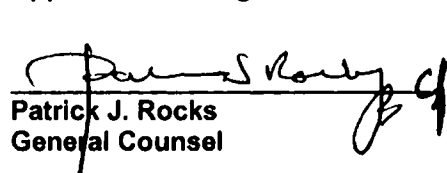
**Approved:**

  
Jean-Claude Brizard  
Chief Executive Officer

**Within Appropriation:**

  
Melanie A. Shaker  
Interim Chief Financial Officer

**Approved as to legal form:**

  
Patrick J. Rocks  
General Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION**

PARCEL 1: LOTS 1 TO 40, INCLUSIVE, IN BLOCK 6 AND LOTS 1 TO 40, INCLUSIVE, IN BLOCK 7 ALL IN AUSTIN GARDENS, BEING A SUBDIVISION OF THE EAST 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL 2: VACATED WEST NEWPORT AVENUE LYING EAST LINE OF NORTH MEADE AVENUE AND LYING WEST OF THE WEST LINE OF NORTH AUSTIN AVENUE;

ALSO

PARCEL 3: THE VACATED EAST AND WEST 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 20, INCLUSIVE, IN BLOCK 6 IN AUSTIN GARDENS, AFORESAID;

ALSO

PARCEL 4: THE VACATED EAST AND WEST 16 FOOT ALLEY LYING NORTH OF AND ADJOINING LOTS 21 TO 40, INCLUSIVE, IN BLOCK 7 IN AUSTIN GARDENS, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PINS: 13-20-311-001 and 13-20-315-001

ADDRESS: 3400 N. AUSTIN, CHICAGO, IL