

December 14, 2011

11-1214-OP2

**AMEND BOARD REPORT 11-0525-OP1
APPROVE NEW LEASE AGREEMENT WITH
ACADEMY FOR GLOBAL CITIZENSHIP CHARTER SCHOOL FOR LEASE OF A PORTION OF
THE HEARST ANNEX LOCATED AT 4941 WEST 46TH STREET**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a new lease agreement with the **Academy for Global Citizenship Charter School**, as ~~the~~ Tenant, for rental of ~~a portion of the~~ **Hearst Elementary School Annex** located at 4941 West 46th Street. 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.

This December amendment is necessary to allow Tenant to also occupy the second floor of the Hearst Elementary School Annex beginning July 1, 2012, and to extend the lease term through 2015. A written amendment to the lease agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report.

HISTORY: The Board approved the granting of Tenant's Charter School Agreement on March 23, 2011 (11-0323-EX5).

TENANT: Academy for Global Citizenship Charter School
4647 West 47th Street
Chicago, IL 60632
Contact Person: Sarah Elizabeth Ippel, Founder and Executive Director
Phone: (773) 582-1100

LANDLORD: Board of Education of the City of Chicago

PREMISES: ~~The first floor of the building~~ located at 4941 West 46th Street (Hearst Annex) as shown on Exhibit A attached hereto; provided, however, that Tenant shall not take possession of the second floor until July 1, 2012. Tenant shall be the sole occupant of the premises.

USE: To operate a charter school.

TERM: The lease term shall commence on the date the Lease is fully executed (but no sooner than July 1, 2011) and shall end June 30, 2015 ~~2013~~. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

RENT: One U. S. 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). Tenant shall pay for all Operating Expenses (cost of all Operating Services) because Tenant shall be the sole occupant of the premises. 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 and amendment. Authorize the President and Secretary to execute the lease agreement and amendment. Authorize the Chief Operating Officer 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.

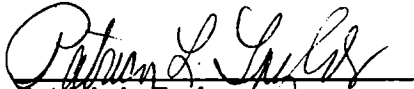
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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




Patricia L. Taylor
Chief Operating Officer

Within Appropriation:



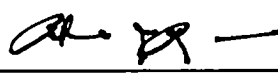
Diana S. Ferguson
Chief Financial Officer

Approved:



Terry Mazany
Chief Executive Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel

