APPROVE ENTERING INTO A LICENSE AGREEMENT WITH DEPAUL UNIVERSITY FOR SPACE AT 2247 NORTH HALSTED STREET TO RELIEVE OVERCROWDING AT LINCOLN ELEMENTARY

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with DePaul University, for a portion of 2247 North Halsted Street to relieve overcrowding at Lincoln Elementary School, located at 615 West Kemper Place. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the license agreement is stated below.

LICENSOR: DePaul University
1 East Jackson Boulevard
Chicago, Illinois 60604
Contact: Robert Kozoman
Phone: (312) 362-6659

LICENSEE: Board of Education of the City of Chicago

PREMISES: Portion of 2247 N. Halsted St. consisting of the following rooms on the lower level: LL100, LL101, LL102, LL103, LL104, LL105 and LL106. Lincoln shall use the Premises on school days from 7:00am – 4:00pm.

USE: The licensed premises is to be used to relieve overcrowding at Lincoln Elementary School.

TERM: The term of the license shall be for one year, commencing on August 1, 2013, and ending on June 30, 2014.

RENT: $196,119 for the term (paid in monthly installments of $17,829 on the 1st of each month).

IMPROVEMENTS: Licensor shall make all necessary improvements to the Premises for the operation of an elementary school facility, including: (1) installing one operable window to each of LL100, LL101, LL102, LL103, LL104 and LL105; (2) installing security motion detectors at each of the installed operable windows within the Premises; (3) installing egress double action doors and frames within the Premises and the first floor of the building; (4) installing power and telephone wiring at the first floor lobby entrance of the building; and (5) installing card readers on all floors' stairwell doors in the building, including those within the Premises.

OPERATION & MAINTENANCE: Licensor shall provide regular janitorial services (including bathroom cleaning) and maintenance to the Premises. Licensee shall (1) keep the Premises in a clean condition to facilitate daily conversion to Licensor's university classroom usage during the evening hours and (2) be responsible for trash removal after Licensee's lunch period. If additional janitorial services are required beyond regular daily cleaning as a result of Licensee's use or to accomplish the conversion to Licensor's evening use, Licensee shall reimburse Licensor for the actual cost of such additional janitorial services. In addition, if additional janitorial services are required, Licensee's right to serve lunch may be terminated at the discretion of Licensor upon 14 days prior written notice. Licensee shall also provide security personnel to handle Licensee's visitors and deliveries.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written license agreement. Authorize the President and Secretary to execute the license agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate the license agreement.

AFFIRMATIVE ACTION: Exempt.

FINANCIAL: FY14 Fund: 230
Department Name: Facility Operations & Management
Department Parent Unit Number: 11910
FY14: $196,119

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:

Patricia L. Taylor
Chief Operating Officer

Approved:

Barbara Byrd-Bennett
Chief Executive Officer

Approved as to legal form:

James Bebley
General Counsel