

**APPROVE NEW LICENSE AGREEMENT WITH METROPOLITAN FAMILY SERVICES
FOR A PORTION OF LIBBY ELEMENTARY SCHOOL ANNEX, 5338 S. LOOMIS BLVD**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a new license agreement with the **Metropolitan Family Services** for a portion of **Libby Elementary School Annex located at 5338 S. Loomis Blvd., Chicago, Illinois** for use as a day care center. A written license agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written license agreement is not executed within 90 days of the date of this Board Report.

LICENSEE: Metropolitan Family Services
One North Dearborn, Suite 1000
Chicago, Illinois 60602
Contact: Ricardo Estrada / Phone: 312.986.4120

LICENSOR: Board of Education of the City of Chicago

PREMISES: Licensee shall use a portion of the Libby Elementary School Annex building, located at 5338 S. Loomis Blvd. as set forth in the license agreement. Licensee shall share the Premises with Libby Elementary School, see Exhibit A (Licensee's space is referred to as "Early Development Area").

USE: Licensee shall use the Premises to operate a neighborhood day care center for approximately 122 children ages birth – 5 years and to provide related educational programs for the community, and for no other purpose. Usage by Licensee shall be restricted to Monday through Friday, 7:00 a.m. to 7:00 p.m. or such hours as the parties shall mutually agree. The day care center will be open year round. Licensee is required to meet all applicable governmental standards imposed for the operation of a day care facility, including without limitation, those imposed by the Chicago Department of Family and Support Services.

TERM: The term of the License shall be 5 years, commencing upon the date the agreement is fully executed (but no earlier than August 29, 2013), and ending on June 30, 2018. Execution of License Agreement by Board is contingent upon Licensee obtaining all requisite licensing to operate a day care center and related programs.

EARLY TERMINATION: The Licensor shall have the right to terminate this License with or without cause, upon sixty (60) days written notice to Licensee. Notwithstanding the foregoing, if Licensee ceases to operate the Premises for the permitted Use, this License shall terminate on the date Licensee ceases to operate in accordance with the terms of this License.

LICENSE FEE: One dollar (\$1.00) per year.

OPERATING AND UTILITIES EXPENSES: Licensee shall procure engineering services from Licensor. Licensor shall provide engineering services at Licensor's then-current rate (which is subject to increase) and Licensee shall pay its proportionate share of such engineering services. Licensee shall also be responsible for its proportionate share of all utilities and wireless internet service expenses. Licensee shall be responsible for determining whether it shall procure custodial services from Licensor or a third party. If Licensee procures custodial services from Licensor, Licensee shall pay its proportionate share of such custodial services at Licensor's then-current rate (which is subject to increase).

MAINTENANCE AND REPAIRS: Licensee shall be responsible for regular maintenance of the Premises (excluding engineering services, which shall be provided by Licensor). Licensee shall be responsible for repairing any damages to the Premises caused by Licensee's use.

IMPROVEMENTS TO PREMISES: Licensee may make improvements to the Premise upon Licensor's prior written consent. Such improvements will be made by Licensee at Licensee's sole cost.

ADDITIONAL TERMS/INSURANCE; Licensee shall provide the Board with evidence of proper licensing and certification to provide day care services; be solely responsible and liable for and indemnify the Board for losses and/or claims resulting from Licensee's operations; and maintain insurance in at least the minimum amounts required by the Board.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the 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).

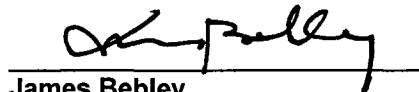
Approved for Consideration:

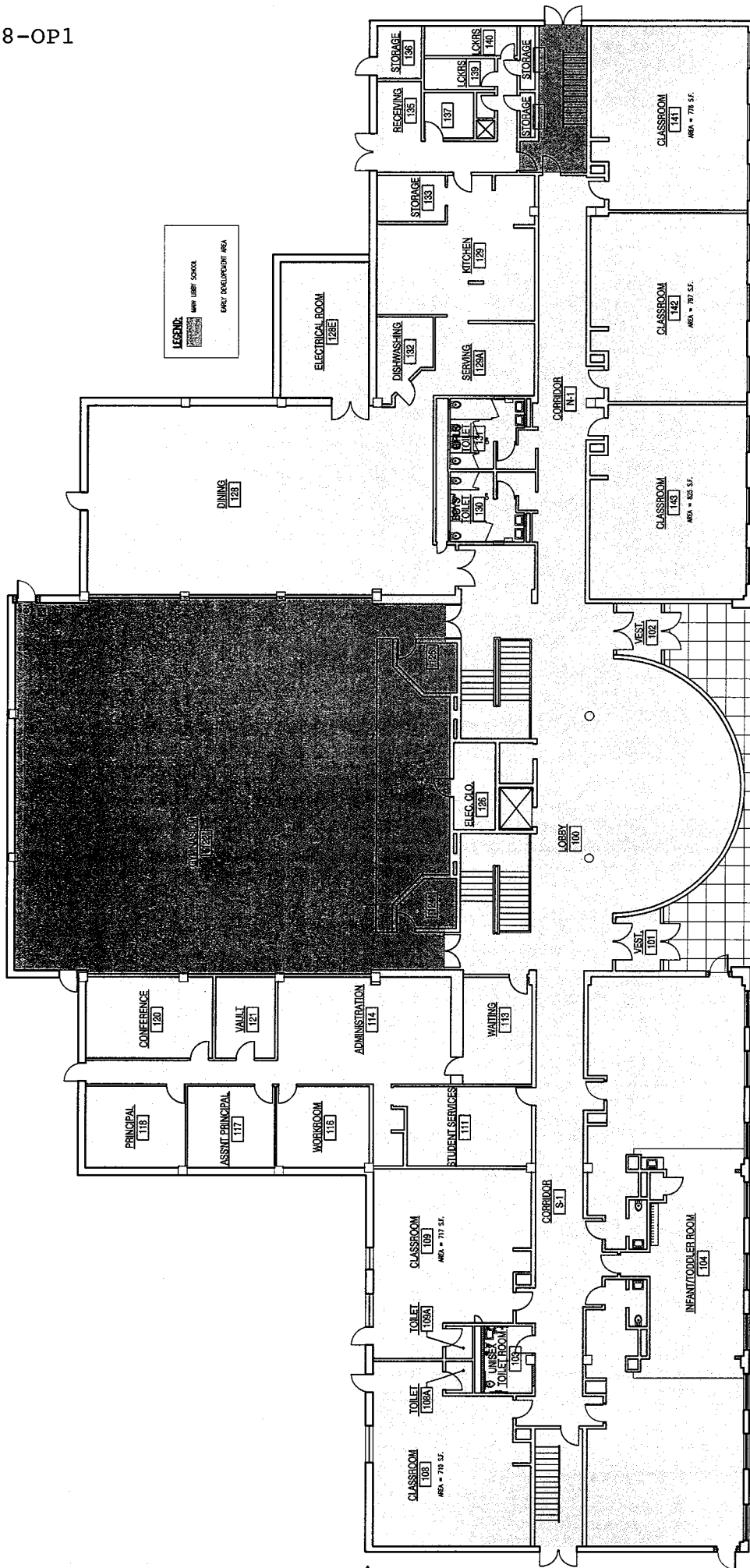

Patricia L. Taylor
Chief Operating Officer

Approved:


Barbara Byrd-Bennett
Chief Executive Officer

Approved as to legal form: *JTB*


James Bebley
General Counsel



LEGEND:
MAIN LIBRY SCHOOL
EARLY DEVELOPMENT AREA

FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



EXHIBIT A

