

**APPROVE NEW LEASE AGREEMENT WITH
NOBLE NETWORK OF CHARTER SCHOOLS FOR LEASE OF
A PORTION THE TRUTH SCHOOL AND ANNEX, LOCATED AT 1409 AND 1443 N OGDEN AVE**

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Approve entering into a new lease agreement with **Noble Network of Charter Schools**, as tenant, for rental of a portion of the **Truth School Building located at 1443 North Ogden Avenue**, Chicago, Illinois and the **Truth Annex building, located at 1409 North Ogden Avenue**, Chicago, Illinois for the 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: Noble Network of Charter Schools
1010 N. Noble Street
Chicago, IL 60622
Contact: Michael Madden
Phone: (312) 278-6895 / mmadden@noblenetwork.org

LANDLORD: Board of Education of the City of Chicago

PREMISES: Noble shall share the buildings and land at the Truth School, located at 1443 North Ogden Avenue, and the Truth Annex, located at 1409 North Ogden Avenue, with Chicago Charter School Foundation – ChicagoQuest (Chicago International Charter School or “CICS”). CICS occupies the Premises pursuant to a separate lease agreement. The shared use shall be specifically described in the lease agreements. If CICS’ lease terminates, Noble’s lease shall automatically convert to a sole occupancy lease.

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

TERM: The term of the lease agreement shall commence July 1, 2015, and shall end June 30, 2016. If Tenant’s Charter School Agreement is terminated the lease shall also terminate.

RENT: One dollar (\$1.00) for the one-year term.

OPERATING EXPENSES: Tenant shall procure all operating services from Landlord, unless otherwise permitted by Landlord. Tenant shall reimburse Landlord for operating services provided by Landlord at Landlord’s then-current rates and costs and in accordance with Landlord’s then-current procedures. The charter shall be assessed to reflect this option.

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 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:



Mary De Runtz
Deputy Chief Facility Officer

Approved as to legal form. 



James Bebley
General Counsel

Approved:



Jesse Ruiz
Interim Chief Executive Officer