

August 28, 2017

**AUTHORIZATION TO ENTER INTO A LEASE WITH THE FRATERNITE NOTRE DAME  
FOR THE FRANCIS SCOTT KEY SCHOOL PLAYGROUND AT 501 N. PARKSIDE STREET**

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

Authorize a year to year ground lease with Fraternite Notre Dame, a 501(c) (3) not for profit organization ("Notre Dame") to use the Francis Scott Key School playground located at 501 N. Parkside ("Playground"). The Playground is to be used by Notre Dame in conjunction with its after-school, food and social services programs offered at 502 N. Central and for no other purpose. Lease may be terminated on ninety (90) days notice by either party. Information pertinent to the proposed year to year ground lease agreement is stated below.

**LESSEE:** Fraternite Notre Dame  
A 501(c)(3) Non-Profit Organization  
502 N. Central Avenue, Chicago, IL. 60644-1501  
[www.FraterniteNotreDame.com](http://www.FraterniteNotreDame.com)  
Contact: Sister Marie Valerie  
773-261-0101

**PREMISES:** The Key School playground located south of the Key School Building with the address of 501 N. Parkside (Playground) (northeast corner of Parkside and Race Street). The Playground is approximately 140 feet wide on the north side of Race Street and 90 feet long on the east side of South Parkside. The area is approximately 12,500 Square Feet.

**USE:** The Playground is to be used in conjunction with the after-school programs, food and social services programs provided by Fraternite Notre Dame at 502 N. Central and for no other purpose. The Lease will terminate if Fraternite Notre Dame vacates or discontinues these programs at 502 N. Central Avenue.

**RENT:** \$1.00 + Maintenance and Repairs

**TERM:** Year to year, cancellable by either party on ninety (90) days notice.

**MAINTENANCE & REPAIRS:** The Playground is being leased to Fraternite Notre Dame in "As Is" Condition. As a condition of the Lease, the Lessee must maintain and repair the Playground so it is safe, clean and secure for the children using it.

**INSURANCE & OTHER CONDITIONS:** Lessee shall name the Board of Education of the City of Chicago and the Public Building Commission of Chicago as additional insureds under its Commercial General Liability Policy with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury and property damage.

**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 General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement.

**AFFIRMATIVE ACTION:** Exempt.

**LSC REVIEW:** Is not applicable to this transaction.

**FINANCIAL:** \$1.00

**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).

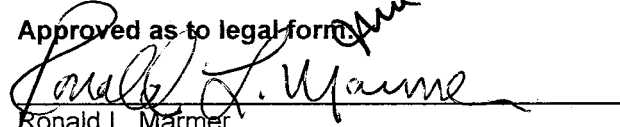
**Approved for Consideration:**

  
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Mary DeRuntz  
Deputy Chief Facilities Officer

**Approved:**

  
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Forrest Claypool  
Chief Executive Officer

**Approved as to legal form**

  
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Ronald L. Marmer