APPROVE RENEWAL LEASE AGREEMENT WITH URBAN PREP ACADEMIES FOR THE DOOLITTLE WEST SCHOOL BUILDING, 521 E. 35TH STREET

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with the **Urban Prep Academies** for the Doolittle West School Building located at 521 E. 35th Street, Chicago, Illinois for use as a charter school. A written renewal lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written renewal lease agreement is not executed within 90 days of the date of this Board Report.

TENANT: Urban Prep Academies

420 N. Wabash Avenue Chicago, Illinois 60611

Contact: Tim King, Founder and Chief Executive Officer

Phone: (312) 276-0259 / tking@urbanprep.org

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall use the Doolittle West school building, located at 521 E. 35th Street, as set forth in the renewal lease agreement, unless otherwise permitted by Landlord. Tenant shall be the sole occupant of the Doolittle West school building but shall share the school campus with Doolittle Elementary School, which shall be the sole occupant of the Doolittle East School Building located at 535 East 35th Street, unless otherwise permitted by Landlord. The renewal of Tenant's current Charter School Agreement is scheduled to be authorized by the Board on the date hereof.

USE: Tenant shall use the Premises to operate a charter school (Urban Prep Academy for Young Men Charter School – Bronzeville Campus) and related educational and community programs and for no other purpose.

ORIGINAL LEASE AGREEMENT: The original lease agreement (authorized by Board Report 14-0226-OP8) was for a term commencing on July 1, 2014, and ending on June 30, 2015. The lease was subsequently renewed (authorized by Board Report 15-0527-OP6) for a term commencing on July 1, 2015, and ends on on June 30, 2020.

RENEWAL TERM: The term of the renewal lease agreement shall be three (3) years, commencing on July 1, 2020, and ending on June 30, 2023. If Tenant's Charter School Agreement is terminated, the renewal lease agreement shall also terminate.

RENT: One dollar (\$1.00) per year.

OPERATING AND UTILITIES 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 renewal lease agreement. Authorize the President and Secretary to execute the renewal lease agreement. Authorize the Chief Operations Officer to execute any and all ancillary documents related to the renewal lease agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Rent payable to the General Fund.

20-0122-OP8

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:

Arnaldo Rivera

Chief Operations Officer

Approved:

Janice K. Jackson

Chief Executive Officer

Approved as to legal form

Joseph T. Monierty General Coupsel