

June 24, 2015

**AMEND BOARD REPORT 12-0627-OP2  
APPROVE RENEWAL OF LEASE AGREEMENT WITH  
CHICAGO CHARTER SCHOOL FOUNDATION (CHICAGO INTERNATIONAL CHARTER SCHOOL)  
CHICAGOQUEST FOR LEASE OF A PORTION OF THE TRUTH SCHOOL**

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

Approve entering into a renewal lease agreement with the **Chicago Charter School Foundation – ChicagoQuest (Chicago International Charter School or “CICS”)**, 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.

This June 2015 amendment is necessary to allow CICS to share the Premises with Noble Network of Charter Schools. A written amendment is currently being negotiated. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this Board Report.

**TENANT:** Chicago Charter School Foundation (Chicago International Charter School) -  
ChicagoQuest  
228 South Wabash, Suite 500  
Chicago, Illinois 60604  
Contact Person: Dr. Elizabeth Purvis, Director Michael Bower, Chief of Staff  
Phone: (312) 651-5000 / [mbower@chicagointl.org](mailto:mbower@chicagointl.org)

**LANDLORD:** Board of Education of the City of Chicago

**PREMISES:** ~~Tenant~~CICS shall have sole possession and use of the buildings and land at the Truth School, located at 1443 North Ogden Avenue, and the Truth Annex, located at 1409 North Ogden Avenue, through June 30, 2015; beginning July 1, 2015, CICS shall share the Premises with Noble Network of Charter Schools. Noble shall occupy the Premises pursuant to a separate lease agreement commencing on July 1, 2015. The shared use shall be specifically described in the lease agreements. If Noble's lease terminates, CICS' lease shall automatically revert back 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.

**ORIGINAL TERM:** The original term (authorized by 11-0622-OP3, subsequently amended by 12-0328-OP1) commenced on July 1, 2011, and terminates on June 30, 2012.

**RENEWAL TERM:** The term of the renewal lease agreement shall commence July 1, 2012, and shall end June 30, 2017. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

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

**OPERATING EXPENSES:** ~~Tenant shall be responsible for determining if some or all Operating Services shall be obtained from Landlord or from a third party. If Tenant does not choose a third party, Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase). Tenant shall pay for all Operating Expenses (cost of all Operating Services) because Tenant shall be the sole occupant of the premises. Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments. 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 and amendment. Authorize the President and Secretary to execute the lease agreement and amendment. 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).

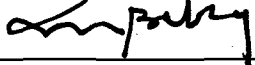
**Approved for Consideration:**

  
\_\_\_\_\_  
Mary De Runtz  
Deputy Chief Facility Officer

**Approved:**

  
\_\_\_\_\_  
Jesse Ruiz  
Interim Chief Executive Officer

Approved as to legal form. 

  
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James Bebley  
General Counsel