

**AUTHORIZE RENEWAL OF LICENSE AGREEMENT WITH THE BOYS & GIRLS CLUB OF CHICAGO  
LOCATED AT 2950 W 25<sup>TH</sup> ST FOR SPRY COMMUNITY LINKS HIGH SCHOOL**

Authorize renewal of license agreement with the Boys & Girls Club of Chicago for the use of space at 2950 West 25<sup>th</sup> Street for Spry Community Links High School. A written license renewal agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written license renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this license renewal agreement is stated below.

**LICENSOR:** Boys & Girls Club of Chicago, an Illinois not-for-profit corporation  
2950 W. 25<sup>th</sup> St.  
Chicago, IL 60623  
Contact: Fernando Lopez/ Phone: (773) 247-0700/ Email: flopez@bgcc.org

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

**PREMISES:** Portion of 2950 West 25<sup>th</sup> Street, Chicago, Illinois, consisting of 10 classrooms, gymnasium, swimming pool, locker rooms and 1 office.

**USE:** For use by students of Spry Community Links High School, located at 2400 South Marshall Boulevard, Monday through Friday from 8:00 a.m. through 3:00 p.m.

**ORIGINAL AGREEMENT:** The original agreement commenced on August 1, 2012 and ended June 30, 2013 (authorized by Board Report 12-0725-OP3). The first renewal was for a term that commenced on July 1, 2013 and ended June 30, 2016 (authorized by Board Report 13-0724-OP1.) The second renewal is for a term that commenced on July 1, 2016 and ends on June 30, 2019 (authorized by Board Report 16-0525-OP3.)

**RENEWAL TERM:** The term of this license agreement is being renewed for a period commencing on July 1, 2019 and ending June 30, 2022.

**EARLY TERMINATION:** The Board shall have the right to terminate upon 60 days' notice.

**LICENSE FEE:** The Board shall pay an annual license fee of \$90,000, to be paid monthly (\$7,500/month).

**INSURANCE/INDEMNIFICATION:** The General Counsel is authorized to negotiate all insurance and indemnification provisions.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written license renewal agreement. Authorize the President and Secretary to execute the license renewal agreement. Authorize the Chief Facilities Officer or their designee to execute all ancillary documents required to administer or effectuate the license renewal agreement.

**AFFIRMATIVE ACTION:** Exempt.

**LSC REVIEW:** Not applicable.

**FINANCIAL:** The total amount to be paid by the Board for the 3 year term is \$270,000. FY20-FY23 funding is contingent upon budget appropriation and approval. Charge to Real Estate:

July 1, 2019-June 30, 2020	\$90,000	FY20
Budget Classification 11910.230.57705.254903.000000.2020		

July 1, 2020-June 30, 2021	\$90,000	FY21
Budget Classification 11910.230.57705.254903.000000.2021		

July 1, 2021-June 30, 2022                      \$90,000                      FY22  
Budget Classification 11910.230.57705.254903.000000.2022

**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.

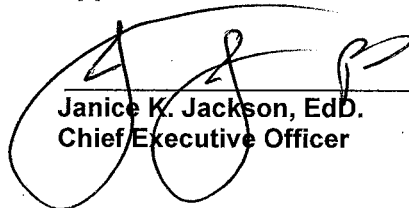
Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

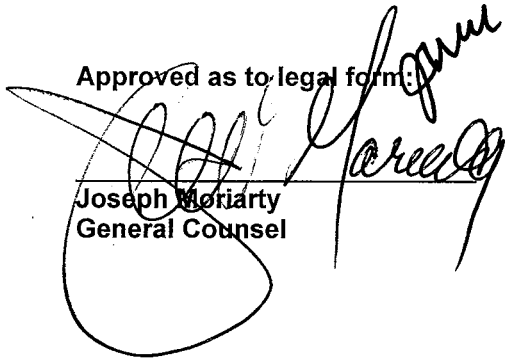
**Approved for Consideration:**

  
\_\_\_\_\_  
**Arnaldo Rivera**  
Chief Operating Officer

**Approved:**

  
\_\_\_\_\_  
**Janice K. Jackson, EdD.**  
Chief Executive Officer

**Approved as to legal form:**

  
\_\_\_\_\_  
**Joseph Moriarty**  
General Counsel

June 26, 2019

**AUTHORIZE AGREEMENT WITH LITTLE ANGELS FAMILY DAYCARE II, INC. TO PROVIDE  
FUNDING FOR CONSTRUCTION OF EARLY LEARNING CHILDHOOD FACILITY TO PROVIDE  
UNIVERSAL PRE-SCHOOL**

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

Authorize agreement to provide funding to Little Angels Family Daycare II, Inc. ("Provider") for the construction of a new universal pre-school, pre-kindergarten and early learning childhood educational facility ("Facility") for children ages birth to five and their families residing in the City of Chicago as specified below. The Facility is an integral part of the City's and CPS' Universal Full Day Pre-School for All and Ready to Learn Early Childhood Education Initiatives and Programs. A written agreement to provide funding for the construction and renovation of the Facility is being negotiated. No payment shall be made to the Provider prior to the execution of their written agreement and receipt of documentation to confirm that the Facility has been constructed in accordance with approved plans, specifications and permits, the issuance of a Certificate of Occupancy by the City of Chicago, lien waivers and invoices. The authority granted herein shall automatically rescind in the event their written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to the agreement is stated below.

**OVERSIGHT:**

11860 – Facility Operations & Maintenance  
42 W. Madison  
Chicago, IL 60602  
Mary De Runtz  
773-553-2960

**PROVIDER:**

Vendor # 61660  
Little Angels Family Daycare II, Inc.  
Nashone Greer, Director  
6704-06 S. Emerald Avenue  
Chicago, Illinois 60621  
Daycare26@aol.com 773-370-3688

**DESCRIPTION:**

Little Angels Family Daycare II, Inc. is constructing a new 11,863 square foot Facility at 6704-06 S. Emerald Avenue, Chicago, Illinois, in the Englewood Community that will be used as an Early Learning Center for approximately 104 low-income children ranging from ages birth to five years of age. Provider is focused on creating and maintaining a stimulating learning environment and strong foundation that are building blocks for each child's development and future academic success. Provider will offer small and diverse class sizes to provide children and teachers the opportunity for one-on-one interactions for quality of learning and long-lasting relationships. The new Facility will include a total of ten classrooms as follows: two (2) Infant classrooms, two (2) Infant/Toddler classrooms, five (5) classrooms for children ages 2-3 and one pre-school classroom for children ages 3-5.

The common areas will include a state-of-the-art indoor/outdoor gross motor room, kitchen for catered meals, art studio and a parent resource room to provide educational and supportive services for children, staff and parents. All classrooms will be equipped with security cameras, door monitoring and communication equipment. All improvements will be ADA compliant, meet City, State and Federal life safety code requirements applicable to CPS approved early learning childhood centers. The total project cost is approximately \$3.4 Million of which CPS will contribute a maximum of \$2.4 Million for construction costs only. The capital support will be subject to the terms below.

**TERM:** The term of the agreement shall commence up on the date the agreement is fully executed and shall end upon the expiration date specified in the agreement.

**TERMINATION RIGHT:** The Board shall have the right to terminate the agreement within 30 days written notice in the event the Facility is not completed, or the Provider ceases to provide early learning childhood educational services at the Facility for children residing in the City of Chicago before July 1, 2023.

**PAYMENT TERMS:** Payments may be disbursed through a construction escrow to ensure funds are used for construction costs only and to the proper parties. Payment shall be upon receipt of architect's certificate of substantial completion, building permits and certificate of occupancy from City of Chicago, sworn statements and lien waivers for labor and materials and other documentation to certify total construction costs and expenditures.

**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 of Early Childhood Education Officer, the Deputy Chief Early Childhood Education Officer or the Chief of Capital Improvements to execute all ancillary documents required to administer or effectuate the agreement and payments.

**AFFIRMATIVE ACTION:** Provider is a for profit organization. This agreement is a non-procurement education contract; MBE and WBE goals are not applicable.

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

**FINANCIAL:** Charge to: 12150 436 56310 009426 000057 2019 Fiscal Year: 2019  
Maximum \$2.4 Million  
Budget Classifications: Capital  
Any future year funding is contingent upon budget appropriation and approval.

**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.

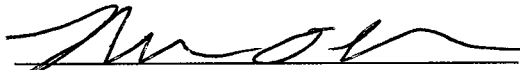
Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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.

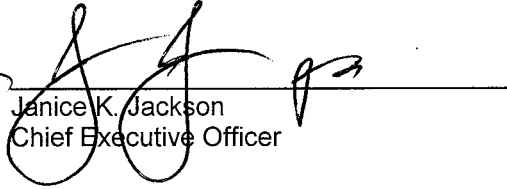
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Within Appropriation:

Approved:

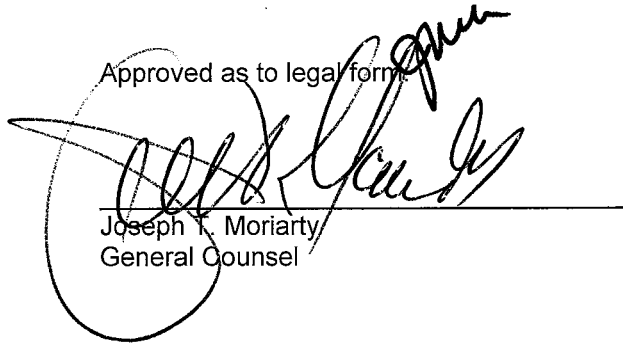


Ron DeNard  
Senior Vice President Finance



Janice K. Jackson  
Chief Executive Officer

Approved as to legal form



Joseph T. Moriarty  
General Counsel