

APR 26 2002 0424 0-204

April 26, 2002

AMEND BOARD REPORT 01-0124-OP7

**A LEASE AGREEMENT WITH THE OPTION TO PURCHASE, WITH CHRIST
UNIVERSAL TEMPLE FOR RENTAL OF THE JOHNNIE COLEMAN ACADEMY**

**APPROVE ENTERING INTO A
LEASE AGREEMENT WITH THE OPTION TO PURCHASE, WITH CHRIST
UNIVERSAL TEMPLE FOR RENTAL OF THE JOHNNIE COLEMAN ACADEMY**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with the option to purchase, with Christ Universal Temple for the premises located at 11901 S. Ashland Avenue, Chicago, Illinois, 60643. The Board shall take possession of the premises as of February 1, 2001. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this lease agreement is stated below.

This amendment is necessary to extend the term of the lease and the Board's option to purchase to July 31, 2003. This amendment is necessary to extend the term of the lease and the Board's option to purchase to July 31, 2003. A written amendment to the Lease is available for signature. The amendment is not executed within 90 days of the date of this Board Report, the option to purchase will automatically terminate.

LANDLORD: Christ Universal Temple, Inc.

11901 S. Ashland Avenue
Chicago, IL 60643

11901 S. Ashland Avenue

TENANT: Chicago Public Schools, Department of Education of the City of Chicago

91st Street, Chicago, Illinois, including the building located at 11901 S. Ashland Avenue, Chicago, Illinois, 60643, including all fixtures, equipment, furniture, and other personal property owned by the Landlord.

USE: To be used as a stand alone school facility.

TERM: The term of this lease agreement shall commence on February 1, 2001 and shall end July 31, 2002. July 31, 2003, with the Board having the option to purchase the premises as of July 31, 2002 or prior to July 31, 2003, subject to Landlord's consent. Upon purchase of the Premises, the Lease term shall automatically terminate.

RENT: The Base Rent for the Term of the Lease shall be \$888,000.00 annually, payable in monthly installments of \$74,000.00. All Base Rent shall be applied as a credit to the purchase price of the Premises. If the Landlord does not consent to the purchase, Landlord shall refund the Board the sum of \$432,000.00. All utilities shall be separately metered and the Board shall pay for costs of utility services. Landlord shall pay for maintenance cost.

IMPROVEMENTS TO PREMISES: The Board shall have the right to make any alterations/improvements to the Premises required by law or ordinance.

BOARD'S LIABILITY: The Board shall provide general liability insurance, workers' compensation insurance, landlord's liability insurance, and contents insurance. Landlord shall maintain insurance at statutory limits, employing replacement cost of the building.

INSURANCE/INDEMNIFICATION: The Board shall indemnify the Landlord for any damage to the Premises caused by \$7,000,000.00 less all sums paid as Base

RENT. The Board shall also indemnify the Landlord for any damage to the Premises caused by the Board's acts or omissions.

AFFIRMATIVE ACTION / exempt

cil approval is not applicable to this report.

Board shall hire all teachers and staff currently at the Johnnie Coleman

LSC REVIEW: Local School Council

PERSONNEL IMPLICATIONS: The

Budget Classification: 0944-210-000-6000-5480

Source of Funds: General Education Fund #210

Charge to Operations: \$7,000,000.00 (less base rent)

Budget Classification:

Source of F

Charge to Operation: \$388,000

Budget Classification: 61170-65

Source of Funds: 13@10X Minus

GENERAL CONDITIONS