

July 25, 2001

**FOR USE OF SPACE LOCATED AT 6041 W. DIVERSEY AVENUE**

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

Approve entering into a lease agreement with Holy Trinity Greek Orthodox Church and Socrates Greek-American School, a Wisconsin corporation, for the use of space located at 6041 W. Diversey Avenue in Chicago, Illinois, for use by Mary Lyons School, currently being negotiated. The authority granted herein shall terminate within 90 days of the date of this Board Report. Information pertinent to this lease agreement is not executed and is stated below.

**LANDLORD:** Holy Trinity Greek Orthodox Church and Socrates Greek-American School, 6041 W. Diversey Avenue, Chicago, IL 60639

Contact Person: Vaslios A. Karanaios  
Phone: (773) 230-7111  
(773) 775-3200

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

**PREMISES:** The address of the leased facility is 6041 W. Diversey Avenue, consisting of four classrooms, offices, library, lunchroom, gym and use of the two (2) parking lots. Ingress and egress from the parking lots are on Meade and Myrtle Avenues.

**USE:** To relieve overcrowding at Mary Lyons School. Premises shall be used Monday through Friday from 7 a.m. to 4:00 p.m.

**TERM:** The term of this lease agreement shall commence on August 1, 2001 and shall end January 31, 2011.

**EARLY TERMINATION RIGHT:** Either party shall have the right to terminate the agreement upon ninety (90) days prior written notice to the other party.

**RENT:** The annual rent for the term of the lease shall be \$192,000, payable in monthly installments of \$16,000.

**INSURANCE:** The Board shall provide for liability insurance under its self-insured coverage.

**OPERATION & MAINTENANCE:** The Board shall reimburse landlord for the actual costs of electricity and heat. The Board shall provide janitorial services, including snowplowing and normal maintenance Monday through Friday, when the facility is in use by the Board.

**IMPROVEMENTS:** The Board shall have the right to make improvements to the premises, if necessary, with the consent of the Landlord.

**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 administer and effectuate this lease agreement.

**AFFIRMATIVE ACTION:** Exempt

Local School Council review is not applicable to this report. Local School Council Review

Financial Charge to Operations \$192,000 Fiscal Year

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that in accordance with 105 ILCS 5/34-13.1

that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

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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 of their term of office.

The Board's Ethics Code shall be incorporated into and made a part of the agreement.

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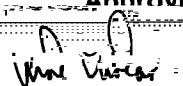
The Board's Ethics Code adopted September 27, 1995 (95-0927.RU3) as amended shall be incorporated into and made a part of the agreement.

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:

  
Timothy Martin  
Chief Operating Officer

Approved for Consideration:

  
Arne Duncan  
Chief Executive Officer

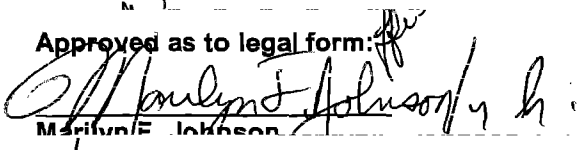
Within Appropriation:



  
Keith C. Gotsch  
Fiscal Officer

  
Kenne  
Chief

Approved as to legal form:

  
Marilyn E. Johnson

  
General Counsel