



Board of Education

Office of the Board
1 North Dearborn Street
Suite 950
Chicago, IL 60602

Board Report

24-1212-OP1

Agenda Date: 12/12/2024

AUTHORIZE THE RENEWAL OF A LEASE AGREEMENT WITH THE CATHOLIC BISHOP OF CHICAGO FOR THE CONTINUED USE OF VARIOUS LEASED SCHOOL SITES

THE CHIEF EXECUTIVE OFFER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with the Catholic Bishop of Chicago, an Illinois corporation sole, for various Archdiocese school sites. The terms of a renewal lease agreement are being negotiated; a separate lease Rider will be executed to extend the term for each site. The authority granted herein shall automatically rescind in the event the renewal lease agreement is not executed within 180 days of the date of this Board Report. Information pertinent to this lease renewal is stated below:

LANDLORD: Catholic Bishop of Chicago c/o Archdiocese of Chicago
835 N. Rush St.
Chicago, IL 60611
Contact: Eric Wollan (312-534-8394 / ewollan@archchicago.org)

TENANT: Board of Education of the City of Chicago

PREMISES: Various Archdiocese school sites. Each site shall have a separate lease Rider governed by the terms of the master lease agreement. Sites may be added over the renewal term upon agreement of the parties and sites may be removed by either party exercising its termination rights as amended herein. The current sites are identified on Exhibit A attached hereto. Exhibit A also identifies certain sites that have been removed from the lease since the date of the Board Report 18-0228-OP1.

ORIGINAL AGREEMENT: The master lease agreement (authorized by Board Report 15-0624-OP5, as amended by Board Report 18-0228-OP1) is for a term that commenced on July 1, 2015 and ends on June 30, 2025.

RENEWAL TERM: The term of the master lease agreement and each Rider for the current sites identified on Exhibit A shall be extended for a term commencing on July 1, 2025, and ending on June 30, 2035. If any sites are added after July 1, 2025, the term for those sites shall commence upon agreement of the parties and shall end no later than June 30, 2035, unless otherwise terminated by either party.

USE: For education and related purposes on school days from 6:30 a.m. - 4:30 p.m. and for after-school events as necessary or such other hours as negotiated by the parties for specific sites.

EARLY TERMINATION: The lease shall be amended to provide that either party may terminate the lease and/or any Parish Rider by providing written notice to the other party by October 31st of any lease year, with termination to be effective on June 30th of the second calendar year after the notice date. The parties may mutually agree to change the required notice period and termination date for a specific site on a case by case basis and as memorialized in a lease rider for that site.

BASE RENT: The base rent for the 1st year of the renewal term shall be \$10.50 per square foot; provided, however, that the parties may agree to a lower rate for a specific site or in the event title to a specific site is to be conveyed to a new owner, a higher rate to secure continued occupancy. The base rent shall increase at a rate of 3.5% at the beginning of each lease year throughout the term of the lease renewal.

ADDITIONAL RENT / UTILITIES: The Board may assume billing responsibility for utility accounts where the Board is the sole occupant of a particular site. For site where the Board does not assume billing responsibility, the Board shall reimburse Landlord at approximately the following rates:

- i) Electricity: \$1.38 per square foot for sites without window A/C units; \$1.56 per square foot for sites with window A/C units.
- ii) Gas: \$1.94 per square foot.
- iii) Utility reimbursement rates shall increase by 3% at the beginning of each lease year.

MAINTENANCE, REPAIRS & OTHER IMPROVEMENTS: The Board shall continue to be responsible for all routine maintenance and repairs during the renewal term, including without limitation custodial services, snow removal, garbage/recycling, and pest control. In addition, the Board shall be responsible for lead paint and asbestos abatement and remediation as may be required by an Asbestos Management Plan, repair of utility conduits servicing the premises, repairs (capital or other) required to maintain the premises in accordance with applicable laws, and certain other remediation expenses which may be imposed upon Tenant. The Landlord shall be responsible for landscaping. The parties shall split all agreed upon joint capital improvements (other than Tenant's Initial Capital Improvements and non-joint tenant work, if any) equally, unless otherwise agreed upon. The Board's contributions toward joint capital improvements shall not exceed \$950,000 in the first year of the renewal term, which cap is increased by 3% annually. Costs for certain remediation obligations imposed upon Tenant and capital improvements required by law are excluded from this cap. Landlord's annual contributions toward joint capital improvements or repairs shall not exceed 1/3 of the annual base rent for that lease year. Either Landlord or Tenant may elect to forego a particular joint capital improvement or repair and instead terminate the lease with respect to a particular site.

ADDITIONAL TERMS AND CONDITIONS: Except as specifically modified herein, all other terms and conditions of the master lease shall remain in full force and effect.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written renewal lease agreement and Riders. Authorize the President and Secretary to execute the renewal lease agreement and Riders. Authorize the Chief Operating Officer or his designee to execute any ancillary documents required to administer or effectuate the lease agreement and any Riders for new sites.

AFFIRMATIVE ACTION: Exempt

LSC REVIEW: Not applicable

FINANCIAL: The estimated annual cost for FY26 is \$4,850,000. Subsequent funding is subject to budget appropriation and approval. Charge to fund: 11910-230-57705-254903-000000-2026

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-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted August 24, 2023 (23-0824-P02), 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:

DocuSigned by:
Charles Mayfield
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Charles E. Mayfield
Chief Operating Officer

Approved:

DocuSigned by:
Pedro Martinez
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Pedro Martinez
Chief Executive Officer

Approved a to legal form: 

DocuSigned by:
Ruchi Verma
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Ruchi Verma
General Counsel

EXHIBIT A

Sites Subject to this Lease Renewal:

<u>CPS School</u>	<u>Address</u>	<u>Archdiocese Parish</u>
Ashburn	8301 S. St. Louis	St. Denis
Bridge	7001 W. Addison	St. Priscilla
Cesar Chavez	4831 S. Hermitage	St. Joseph
Cesar Chavez Pre-K	4851 S. Damen	St. Michael the Arch.
Fairfield Academy	6201 S. Fairfield	St. Rita
Hanson Branch	2318 N. Lorel	St. Stanislaus B&M
Peace and Education HS	5130 S. Elizabeth Street	St. John of God
Peck Pre-K	4120 W. 57th St.	St. Turibius
Talman	5443 S. Washtenaw	St. Clare de Montefalco
Velma Thomas Early Childhood Center	3625 S. Hoyne	St. Maurice

Sites that have been removed from the Lease during the original term which commenced July 1, 2015:

<u>CPS School</u>	<u>Address</u>	<u>Archdiocese Parish</u>
Clay Pre-K	13323 S. Green Bay	St. Columba
Gallistel	10200 S. Ave J	St. Francis de Sales
Gallistel	10155 S. Ewing	St. Francis de Sales
Hedges	1957 W. 48th St.	St. Michael the Arch.
North River	4432 N. Troy	Our Lady of Mercy
Pasteur	5426 S. Lockwood	St. Camillus
Payton	1107 N. Orleans	St. Joseph
Reilly	3425 N. Lawndale	St. Wenceslaus
Seward branch	1740 W. 46th St.	Holy Cross
Zapatta	2719 S. Kolin	Good Shepherd