

AMEND BOARD REPORT 11-0525-OP2
**APPROVE ENTERING INTO A LEASE AGREEMENT WITH HOLY TRINITY GREEK
 ORTHODOX CHURCH AND SOCRATES GREEK-AMERICAN SCHOOL
 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, located at 6041 W. Diversey Avenue, for use by Belmont-Cragin School. 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 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below.

This December 2013 amendment is necessary to extend the lease term. A written amendment is required. Authority for the amendment will automatically rescind if the amendment is not executed within 90 days of this amended Board Report.

LANDLORD: Holy Trinity Greek Orthodox Church and
 Socrates Greek-American School
 6041 W. Diversey Avenue
 Chicago, IL 60639
 Contact Person: Jim Logothetis
 Phone: (312) 879-5029
 (312) 391-9185

TENANT: Board of Education of the
 City of Chicago

PREMISES: The address of the leased facility is 6041 W. Diversey Avenue, consisting of 22,500 square feet and made up of ~~fourteen~~ (14) classrooms, offices, library, lunchroom and gym ~~on a shared basis and.~~ The Premises also includes use of the two (2) parking lots. Ingress and egress from the parking lots are on Meade Avenue and McVicker Avenue.

USE: To be used as an Early Childhood Education Center for the local area.

TERM: The term of this lease agreement shall commence on August 1, 2011, and shall end ~~July 31, 2016~~ June 30, 2024.

EARLY TERMINATION RIGHT: ~~Except during the first three (3) years of the term~~ Beginning January 1, 2017, either party shall have the right to terminate the agreement upon one hundred eighty (180) days prior written notice to the other party.

RENT: The annual rent for the term first five (5) years of the lease (August 1, 2011, through July 31, 2016) shall be \$172,500, payable in monthly installments of \$14,375.00. The annual rent for the remaining (8) years of the lease (August 1, 2016, through June 30, 2024), shall be \$177,675, payable in monthly installments of \$14,806.25.

ADDITIONAL RENT: The Board shall reimburse ~~l~~Landlord for the actual cost of electricity and heat, which is estimated to be \$70,000 annually.

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

OPERATION & MAINTENANCE: The Board shall provide janitorial services, including snowplowing and normal maintenance, and the Board shall maintain the separate HVAC system for the gym and lunchroom.

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 including the negotiation and inclusion of indemnification provisions. Authorize the President and Secretary to execute the lease agreement and amendment. Authorize the General Counsel or Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this lease agreement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Charge to Operations: \$242,500.00 Fiscal Year: 2012
Budget Classification: 11910-230-57705-254903-000000-2012

Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY14 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

FY14 Fund: 230
FY15-24 Fund: TBD
Department Name: Operations; \$3,123,900 (not to exceed rent + additional rent)
Department Parent Unit Number: 11910
FY14: \$242,500 (not to exceed)

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.

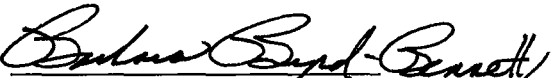
Ethics – The Board's Ethics Code adopted ~~June 23, 2004 (04-0623-PO4)~~ May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

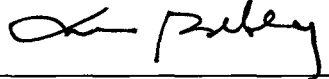
Approved for Consideration:


Patricia L. Taylor
Chief Operating Facilities Officer

Approved:


Terry Mazany Barbara Byrd-Bennett
Chief Executive Officer

Approved as to legal form:


Patrick J. Rocks James L. Bebley
General Counsel