

MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	III C
Date:	April 21, 2016
To:	MPS Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Frank Gonzalez, Chief Growth Officer
RE:	Approval of MSA 6 Lease Extension Agreement for 2016-17

Proposed Board Recommendation

I move that the Board of Directors approve the lease extension agreement for MSA 6 for the 2016-2017 school year.

Background

MSA 6 is located on the campus of the First Lutheran Church in West Los Angeles. The site address is 3754 Dunn Drive, Los Angeles, CA 90034. This lease agreement is an extension of the existing lease and begins in August 2016.

The lease is for the premises that include classrooms, offices, parking lot and playground.

Fiscal Impact

The school can afford the annual lease amount. An application will be submitted to receive SB740 or Charter School Facility Incentive Grant Payments, which will provide up to \$750 per student for lease costs.

Name of Staff Originator:

Frank Gonzalez, Chief Growth Officer

Attachments

MSA 6 Lease

LEASE AGREEMENT

On the First Day of August, in the year Two Thousand and Sixteen, at Los Angeles, California, the First Lutheran Church of Culver City and Palms, a California religious corporation ("Lessor"), agrees to a Lease Agreement with Magnolia Science Academy 6, operated by Magnolia Public Schools, a California non-profit corporation ("Lessee"), of that certain real property commonly referred to as 3754 Dunn Drive, Los Angeles, CA 90034, with certain designated rights to use the adjoining parking lot and playground (altogether the "Premises").

LEASE TERMS

- 1. Term of Tenancy: The term of this lease shall be for one (1) year.
- 2. Rent: Lessee agrees to pay rent in the amount of One Hundred Fourteen Thousand Dollars (\$114,000), which shall be payable:
 - a. \$9,500 payable monthly, beginning August 1, 2016. Rent payments are due and payable on the first (1st) day of each and every month.
 - b. If rent due from Lessee is not received by the Lessor within ten (10) days after the due date, Lessee shall pay to Lessor the additional sum of six percent (6%) of the base rent due as a late charge, which shall be deemed additional rent.
- 3. Parking spaces: Lessee is entitled to the exclusive use of 13 parking spaces in the adjacent parking lot.
- 4. Playground: Lessee will utilize the playground for all educational and recreational purposes.
- 5. Lessee will, subject to the terms of this Lease, at all times during the Term have peaceful and quiet enjoyment of the Premises.
- 6. Lessor will ensure that the facility is in good working order. Lessee will promptly notify Lessor of any issue that needs to be addressed.
- 7. Lessee has the right to utilize the facility for school use Monday-Saturdays during normal business hours.
- 8. Lessee and Lessor commit to clear and open communication as needed to maintain a productive Tenant-Landlord relationship.

WITNESSETH:

Lessor: First-Lutheran Church of Culver City and Palms By:	
Ruth L Gilbert, Fiscal Officer	Date Date
Melvin Gilliard, Executive Director	4/2/2016 Date
Lessee: Magnolia Science Academy 6	
By:	
D 4 3	Date
John Terzi, Principal	4/5/16 Date