

Board Agenda Item #	Agenda # II J
Date:	June 1, 2017
То:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Frank Gonzalez, Chief Growth Officer
RE:	MSA 6 Lease Agreement

## Proposed Board Recommendation

I move that the board authorize the CEO to execute the lease agreement for MSA 6 for the 2017-2018 school year.

### Background

This is the annual renewal of the lease agreement for the MSA 6 site at 3754 Dunn Street, Los Angeles, CA. The Lessor is the First Lutheran Church of Culver City and Palms.

## **Budget Implications (CFO to review)**

The lease amount has been reviewed and included in the school's annual budget.

## How Does This Action Relate/Affect/Benefit All MSAs?

This lease will allow MSA 6 to continue to provide a safe and convenient facility for students attending the school.

### Name of Staff Originator:

Frank Gonzalez, Chief Growth Officer

### Attachments

2017-2018 Lease

## LEASE AGREEMENT

On the First Day of August, in the year Two Thousand and Seventeen, 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, 2017. Rent payments are due and payable on the first (1<sup>st</sup>) 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:

First Lutheran Church of Culver City and Palms	
By: Silbert, Ruth L Gilbert, Fiscal Officer	4/17/7017 Date
By: Melvin Gilliard, Executive Director	4/17/2017 Date
Lessee: Magnolia Science Academy 6	
By:	
Davis	Date
Merri	4/17/17
John Terzi, Principal	Date