



Board of Education

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

Board Report

25-0424-OP7 DEFERRED

Agenda Date: 4/24/2025

AMEND BOARD REPORT 17-1206-OP4 AMEND BOARD REPORT 01-0725-OP3

APPROVE ENTERING INTO A LEASE AGREEMENT WITH THE NORTH LAWDALE COLLEGE PREPARATORY CHARTER HIGH SCHOOL FOR USE OF SPACE AT THE GEORGE HOWLAND SCHOOL OF THE ARTS LOCATED AT 1616 SOUTH SPAULDING AVENUE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with The North Lawndale College Preparatory Charter High School, as tenant, for rental of a portion of the George Howland School of the Arts located at 1616 South Spaulding Avenue. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease 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 2017 amendment is necessary to update the schedule for reimbursement to the Board for the cost of construction of the Premises by North Lawndale College Preparatory Charter High School. A written amendment to the lease agreement is required. The authority granted herein shall automatically rescind in the event the written amendment to the lease agreement is not executed within 90 days of the date of this Board Report.

This April 2025 amendment is necessary to i) amend the lease to add North Lawndale College Preparatory Charter High School Collins Campus as a co-occupant of the Premises, ii) to amend the Premises to include all buildings on the former Howland School campus, and iii) to grant specific authority for automatic renewal of the lease agreement upon renewal of tenant's charter school agreement. The authority granted herein shall automatically rescind in the event the written amendment to the lease agreement is not executed within 120 days of the date of this Board Report.

TENANT: North Lawndale College Preparatory Charter High School
1615 South Christiana Avenue Chicago, IL 60623
Contact: ~~Dr. Garland Thomas McDavid, President~~ Jemia Cunningham-Elder, CEO
Phone: 773-542-1490 773-542-6766

LANDLORD: Board of Education of the City of Chicago

PREMISES: ~~Tenant shall occupy the entire former Howland School campus, consisting of three interconnected buildings including 1600-14 South Spaulding Avenue, 1616-30 South Spaulding Avenue, and 1601-25 South Christiana Avenue, Chicago, Illinois, for use by two of its charter schools, including North Lawndale College Prep Christiana campus and the North Lawndale College Prep Collins campus occupy a portion of the George Howland School of the Arts, 1616 South Spaulding Avenue, consisting of that section of the Building commonly called the 1893 Space, the portion of the building known as the Annex Space, and certain shared common areas as more fully defined in the lease agreement. The Board shall occupy the remainder of the Building and operate the George Howland School of the Arts.~~

USE: ~~Tenant shall use the Premises to operate the North Lawndale College Preparatory Charter High School Christiana Campus, and the North Lawndale College Preparatory Charter High School Collins Campus, along with related educational and community programs, and for no other purpose. Tenant shall have unrestricted access to the Premises, except for the shared common facilities. A basic usage schedule for shared common facilities shall be mutually created and agreed upon between the principals of the North Lawndale College Preparatory Charter High School Christiana Campus and the North Lawndale College Preparatory Charter High School Collins Campus George Howland School of the Arts by June by July 1st of each academic year.~~

TERM: The lease term shall commence on August 20, 2001, and shall end June 30, 2003; however, this lease shall automatically terminate on any such date as the Charter School Agreement for Tenant is terminated. The Tenant's current

Charter School Agreement term is July 1, 1998 to June 30, 2003. In the event that the Charter School Agreement for Tenant is renewed, this Lease shall automatically renew at the end of the term and shall continue for a term to run concurrently with the term of tenant's Charter School Agreement renewal ~~also be renewed for a term coterminous with the Tenant's Charter School Agreement, at a rental to be negotiated at such time of renewal.~~

RENT: Tenant shall pay Landlord the sum of One Dollar for the use and operation of the Premises for the entire term of this Lease.

CONSTRUCTION COSTS: Tenant shall reimburse the Board the sum of \$825,000 for the cost of construction of the Premises in installments as follows:

Fiscal Year 2002	\$400,000
Fiscal Year 2003	\$90,000
Fiscal Year 2004	\$90,000
Fiscal Year 2005	\$90,000
Fiscal Year 2006	\$80,000
Fiscal Year 2007	\$75,000

One Hundred percent (100%) of the amount Tenant reimburses to the Board for construction costs shall be returned to Tenant in the event the current Charter of the Tenant is terminated or is not renewed. Thereafter, the amount that would be returned to the Tenant if Tenant's Charter is subsequently terminated, shall reduce by 10% each year. In any event, if the Lease is terminated before the entire reimbursement is made by the Tenant, the Tenant's obligation to make further reimbursements will cease.

MAINTENANCE AND OPERATIONS: The Landlord shall provide heat, electric, normal maintenance, trash removal, general security and janitorial services.

INSURANCE/INDEMNIFICATION: Landlord and Tenant agree to maintain general liability, property damage, worker's compensation, and employer's liability insurance in sufficient amounts for the purpose of this Lease.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement and amendment. Authorize the President and Secretary to execute the lease agreement and amendment. Authorize the General Counsel to execute any ancillary documents related to this lease.

AFFIRMATIVE ACTION: Exempt.


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

FINANCIAL: Credit Income to Capital Fund.

GENERAL CONDITIONS: The agreement shall contain general conditions including but not limited to the following: Inspector General provision, in accordance with 105 ILCS 5/34-13.1; Conflicts provision, in accordance with 105 ILCS 5/34-21.3; Indebtedness provision, in accordance with the Board's Indebtedness Policy adopted June 26, 1996 pursuant to Board Report 96-0626-PO3; Ethics provision, in accordance with the Board's Ethics Code as amended, and a Contingent Liability provision.

Approved for Consideration:

DocuSigned by:




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Charles Mayfield
Chief Operating Officer

Approved:

Signed by:




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Pedro Martinez
Chief Executive Officer

Approved as to legal form:



DocuSigned by:



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Ruchi Verma
General Counsel