

Board Report

25-0424-OP8

Agenda Date: 4/24/2025

AMEND BOARD REPORT 24-0125-OP7

<u>RATIFY APPROVE</u> RENEWAL LEASE AGREEMENT WITH L.E.A.R.N. CHARTER SCHOOL FOR A PORTION OF THE JAMES THORP ELEMENTARY SCHOOL BUILDING, 8914 SOUTH BUFFALO AVENUE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

<u>Ratify</u> Approve entering into a renewal lease agreement with the L.E.A.R.N. Charter School for a portion of the James Thorp Elementary School building located at 8914 S. Buffalo Ave., Chicago, Illinois, for use as a charter school. A written renewal lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written renewal lease agreement is not executed within 120 days of the date of this <u>amended</u> Board Report.

This April 2025 amendment is needed revise the term of the renewal lease agreement with tenant.

TENANT:Lawndale Educational and Regional Network (L.E.A.RN.) Charter School
3021 West Carroll Avenue
Chicago, Illinois 60612
Contact: Greg White, President and Chief Executive Officer
Phone: 773-584-4300

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall use a portion of the James Thorp Elementary School building located at 8914 S. Buffalo Ave., Chicago, Illinois, as set forth in the renewal lease agreement, unless otherwise permitted by Landlord. Tenant shall share the premises with James Thorp Elementary School. The renewal of Tenant's current Charter School Agreement is scheduled to be authorized by the Board on the date hereof.

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

ORIGINAL LEASE AGREEMENT: The original lease agreement (authorized by Board Report 10-0224-OP3) was for a term that commenced on July 1, 2010, and ended on July 15, 2011. The lease was renewed (authorized by Board Report 11-0622-OP4) for a term that commenced on July 16, 2011, and ended on July 15, 2016. The lease was later renewed (authorized by Board Report 16-0427-OP2) for a term that commenced on July 16, 2016, and ended on June 30, 2021. The lease was subsequently renewed for a term that commenced on July 1, 2021, and ends on June 30, 2024 (authorized by Board Report 21-0224-OP1).

RENEWAL TERM: The term of the renewal lease agreement shall be <u>effective</u> for a term that is coterminous with the renewal of the Charter School Agreement commencing on July 1, 2021 and continuing through June 30, 2028. If Tenant's Charter School Agreement is terminated, the renewal lease agreement shall also terminate.

RENT: One dollar (\$1.00) per year.

OPERATING AND UTILITIES EXPENSES: Tenant shall procure all operating services from Landlord, unless otherwise permitted by Landlord. Tenant shall reimburse Landlord for operating services provided by Landlord at Landlord's thencurrent rates and costs and in accordance with Landlord's then-current procedures. The charter shall be assessed to reflect this option.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written renewal lease agreement. Authorize the President and Secretary to execute the renewal lease agreement. Authorize the Chief Operations Officer to execute any and all ancillary documents related to the renewal lease agreement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General 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:

Approved for Consideration:

DocuSigned by:

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Charles Mayfield Chief Operating Officer



Signed by:

P.L. MJ

Pedro Martinez Chief Executive Officer

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Seneral Counsel