

Emergency Board Meeting
October 10, 2020
Approved: 10.21.20

Attendees:

Jess Nau; Ryan Black; Jen Ulrich; Lauren Booher; Jody Francis; Megan Rue; Toby Quinn;
Lauren L; Emily; Kirsten

Minutes Taken by: Ryan Black

10:05 Convene

Agenda

- 1939 Lease proposal Review
- St. John briefing

1939 Lease proposal review

- Lauren recapped the lease negotiation history from July to present
- Lease Highlights
 - o October 10 lease start date
 - o OCS estimates 2 months needed to prep space for in-person
 - o OCS would assume the facility improvements in exchange for lease rate concessions
 - Rent was reduced \$14,177 over the five year lease
 - o Various OCS lawyers reviewed the lease (although none are real estate)
- Lease adjustment requests
 - o 3 month rent obligation if lease terminated early. We need to clean up this language so that it is clear.
 - Section 20 says full lease due. Section 34 says addendums supersede base lease.
 - Addendum has the termination clause.
 - Lease addendum needs to be added to section 34
 - Needs to say...3 months additional rent in lieu of section 34...
- Next steps
 - o Recognize St. John for their working with us (and bailing us out when we were without a facility). Maintain the relationship
 - E.g. kid generated thank you. Invite to 1939 opening.
 - o Admin group to continue developing plans to incorporate COVID requirements into the new school (e.g. cleaning, social distancing, staffing/hybrid)
 - o Former tenants are leaving everything (good and the bad) in exchange for OCS doing the cleanup
 - o Find out if internet is sufficient
 - o How to communicate with families
 - Deliberately moving. Recognizing uncertainty, but leveraging opportunities as they present
- Questions
 - o Does the lease have ability to sub-lease out the space? (appears yes with written permission). See if we can get expanded language in this section (e.g. definition)
- Vote

- Motion: Megan moved (Jessica Nau seconded) to adopt the proposed lease and amendments as provided that the landlord makes the following changes:
 - On item #6 of the Addendum/Amendment, please edit to read “In the event the lease is terminated early, tenant shall be responsible for 3 months additional rent, in lieu of the provisions set forth in Section 20 of the lease.” Please retitle the document Exhibit C: Addendum/Amendment to CBA Leases
 - For Section 1g of the Lease Agreement, please use that further expanded language I had provided in my second email:
 - "non-profit operations and elementary school use *and associated activities, including but not limited to before and after school care, parent meetings, fundraising, extracurricular activities, etc.*"
 - On Section 34 of the lease, please add Exhibit C: Addendum/Amendment to CBA Leases.
- Motion Approved unanimously
- Next steps:
 - Lauren will provide Jess N. Contact information and share proposed changes with Jessica L (landlord)
 - Jess Nau will finalize and sign the lease
 - Lauren L. Will lead/coordinate community communication
 - Special, stand alone communication (rather than a newsletter)
 - Social media campaign?

St. Johns

- They have asked that we stay coordinated, particularly with our timing
- Asked that we ensure we pay off our full share of the fire alarms
- Asked if we could pay rent through December

Next Meetings:

- October 18 planning meeting with full admin team
 - Schedule a 1939 site visit prior to meeting
- October 21 monthly board meeting
 - Executive Committee elections
 - Bylaws will be sent out prior to meeting
 - Committee information will be sent out prior to meeting