

**APPROVE A NEW LEASE AGREEMENT WITH CATALYST CHARTER SCHOOL  
FOR LEASE OF THE HOWLAND SCHOOL  
LOCATED AT 1616 SOUTH SPAULDING AVENUE**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve a new lease agreement with the **Catalyst Charter School**, as tenant, for rental of a portion of the **Howland School Building** located at 1616 South Spaulding Avenue, Chicago, Illinois for the continued use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event the new lease agreement is not executed within 90 days of the date of this Board Report.

**TENANT:** Catalyst Charter School  
1616 South Spaulding Avenue  
Chicago, Illinois 60623  
Contact Person: Mike Fehrenbach  
Phone: (773) 890-0233

**LANDLORD:** Board of Education of the City of Chicago

**PREMISES:** A portion of Howland School located at 1616 South Spaulding Avenue as set forth in the lease agreement. Tenant shall share the Premises with North Lawndale College Preparatory Charter High School.

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

**ORIGINAL LEASE:** The original lease agreement (authorized by Chief Operating Officer's Report 06-0911-COO049) is for a term commencing September 18, 2006, and ending June 30, 2011.

**TERM OF THE NEW LEASE:** The term of the new lease agreement shall be for a period commencing July 1, 2011 and ending June 30, 2015. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

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

**OPERATING EXPENSES:** Tenant, together with North Lawndale College Preparatory Charter High School, shall be responsible for determining if some or all Operating Services shall be obtained from Landlord or from a third party. If Tenant does not choose a third party, Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase). Tenant shall pay its proportionate share of all Operating Expenses because Tenant shares the building with North Lawndale College Preparatory Charter High School. Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the renewal lease agreement. Authorize the President and Secretary to execute the renewal lease agreement. Authorize the Chief Operating 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:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

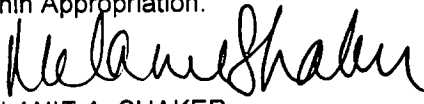
Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**

  
\_\_\_\_\_  
**Patricia L. Taylor**  
**Chief Operating Officer**

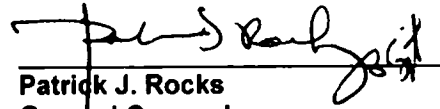
Within Appropriation:

  
\_\_\_\_\_  
**MELANIE A. SHAKER**  
**Interim Chief Financial Officer**

Approved:

  
\_\_\_\_\_  
**JEAN-CLAUDE BRIZARD**  
**Chief Executive Officer**

**Approved as to legal form:**

  
\_\_\_\_\_  
**Patrick J. Rocks**  
**General Counsel**