RATIFY A LICENSE AGREEMENT WITH BELOVED CHRISTIAN CHURCH FOR THE USE OF THE SPACE AT KERSHAW SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify a license agreement with Beloved Christian Community Church for the use of space at Kershaw School, located at 6450 S. Lowe. A written license agreement for such use is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreement is stated below.

LICENSEE: Beloved Christian Community Church

c/o 1st Congressional District Office 700 East 79th Street, Chicago, IL 60619

Contact Person: Bobby L. Rush

Phone: (773) 224-6500

LICENSOR: Board of Education of the City of Chicago

PREMISES: Kershaw School (Auditorium, Lunchroom, 1 classroom, 1 Storage Room and Parking Lot)

6450 S. Lowe

Contact Person: P. Williams Phone: 773-535-3050

USE: The above Premises shall be used by Licensee on Saturdays from 3:00 p.m. to 6:30p.m. and Sundays from 8:00 a.m. to 2:00 p.m. for church services.

TERM: The term of this license agreement shall commence on October 20, 2002 and shall end June 30, 2004.

EARLY TERMINATION RIGHT: Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' prior written notice to the other party.

LICENSE FEE: The license fee shall be \$684.00 per week, payable to Kershaw School to reimburse Janitor and Engineer costs.

INSURANCE: Licensee will name the Board of Education as an additional named insured under its Comprehensive General Liability Policy. Coverage limits are \$1,000,000 for a combined single limit for both bodily injury and property damage. Licensee will provide a Certificate of Insurance naming the Board as an additional insured, with the provision that the Board be provided 30 days prior written notice of cancellation, amendment, or non-renewal.

OPERATION & MAINTENANCE: Licensor will be responsible for normal maintenance of the space.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written license agreement. Authorize the President and Secretary to execute the license agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: This action was approved by the LSC for Kershaw School on September 27, 2002.

FINANCIAL: Income to be credited to the Kershaw School

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 July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), 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:

Sean Murphy

Chief Operating Officer

Approved:

Arne Duncan

Chief Executive Officer

Within Appropriation:

(John Maiorca

Chief Financial Officer

Approved as to legal form:

Ruth Moscovitch General Counsel