

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH COMMAND PERFORMANCE  
FOR USE OF THE LINCOLN PARK HIGH SCHOOL GYMNASIUM**

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

Approve entering into a license agreement with Command Performance for use of the Lincoln Park High School gymnasiums located at 2001 North Orchard. 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 this agreement is stated below.

**LICENSEE:** Command Performance  
2725 North Halsted  
Chicago, IL 60614  
Contact: Vernon Patrick Chmielewski  
Phone: (773) 975-6624  
Fax: (773) 975-6523

**PREMISES:** Lincoln Park High School (3 Gymnasiums)  
2001 North Orchard  
Contact: Janis Todd  
Phone: (773) 534-7010

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

**TERM:** The term of this License Agreement shall commence on November 1, 2001 and shall end December 31, 2002.

**EARLY TERMINATION RIGHT:** Either party shall have the right to terminate this License Agreement upon 60 days' prior written notice.

**USE:** The Licensee shall use two (2) gymnasiums on Tuesdays from 6:30 p.m. to 10:30 p.m. and three (3) gymnasiums on Sundays from 6:30 p.m. to 10:30 p.m., for the purpose of operating a sports program.

**LICENSE FEE:** Licensee shall pay an initial fee of \$3,460.00 on November 1, 2001 for use during November and December 2001, and commencing January 1, 2002, \$125.00 per hour through the end of the License Term.

**OPERATION & MAINTENANCE:** The Board will be responsible for normal maintenance of the space. Licensee shall be responsible for cleaning of the facility after each use.

**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 to the Board, with the provision that there will be no cancellation unless the Board receives 30 days prior written notice.

**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 Lincoln Park High School on September 20, 2001.

**FINANCIAL:** Income to be credited to the Lincoln Park High 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).

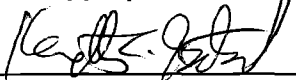
**Approved for Consideration:**

  
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Timothy Martin  
Chief Operating Officer

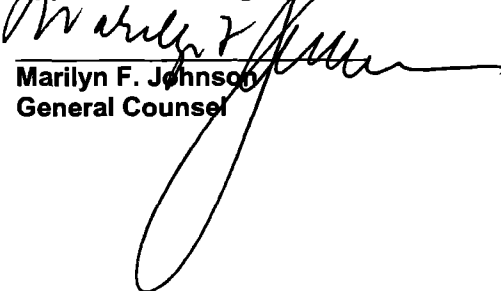
**Approved:**

  
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Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
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Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to legal form:**

  
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Marilyn F. Johnson  
General Counsel