

APPROVE ENTERING INTO A LICENSE AGREEMENT WITH JEWISH COUNCIL FOR YOUTH SERVICES FOR THE USE OF LUNCHROOMS, GYMNASIUMS, SCHOOL YARDS AND PLAYGROUND EQUIPMENT AT BURLEY, NEWBERRY AND OGDEN SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with Jewish Council for Youth Services for the use of facilities at the three (3) schools listed below to operate an after school program. This program will service only those students from grades kindergarten through third grade who attend each of the selected schools. 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 60 days of the date of this Board Report. Information pertinent to this license agreement is stated below.

LICENSEE: Jewish Council Youth Services
100 N. LaSalle Street, Suite 400
Chicago, IL 60602
Contact Person: Deborah Porter
Phone: (312) 281-2533

LICENSOR: Board of Education
Program Contact: Jack Harnedy, Officer, Office of Academic Enhancement
Phone: (773) 553-2060

PREMISES: Burley Elementary School
Lunchroom, gymnasium, schoolyard and playground, hallways
1630 W. Barry Avenue
Chicago, IL 60657
Contact Person: Nancy Laho, Principal
Phone: (773) 534-5475

Newberry Math and Science Academy
Lunchroom, gymnasium, schoolyard and playground, hallways, auditorium
700 W. Willow Street
Chicago, IL 60614
Contact Person: Renaud Beaudoin, Principal
Phone: (773) 534-8000

Ogden Elementary School
Lunchroom, gymnasium, schoolyard and playground, hallways, auditorium
24 W. Walton Street
Chicago, IL 60610
Contact Person: Kenneth Staral, Principal
Phone: (773) 534-8110

TERM: The term of this license agreement shall commence on the date the agreement is signed and shall end June 30, 2003. This agreement shall have two (2) options to renew for periods of twelve (12) months each.

EARLY TERMINATION RIGHT: Either party may terminate this Agreement at any time, by providing thirty (30) days prior written notice to the other party.

USE: The program will run after school at each of the three schools. The program will operate from the end of the school day until 6:00 p.m. In the event that licensee serves any food, licensee must follow all food-handling regulations. Licensee will provide all play equipment and toys. Each school will provide the licensee a cabinet for storage of licensee's equipment. This program will only operate on school days during the school year and is only available to students from kindergarten through third grade who attend the individual schools. Older students may be permitted to attend the after school program under special circumstances at the licensee's discretion.

LICENSE FEE: None.

FINANCIAL: No additional cost to the Board.

OPERATION & MAINTENANCE: Each school will be responsible for ordinary custodial work, such as sweeping and mopping of floors. Cleanup of equipment and the facilities used by licensee shall be performed by licensee after each usage.

INSURANCE: The Vendor shall provide worker's compensation, employer's liability, commercial general liability and commercial automobile liability insurance, and shall name the Board of Education as an additional insured.

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. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this license agreement.

AFFIRMATIVE ACTION: Exempt pursuant to paragraph 3.7.4 of the Revised Remedial Plan.

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

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.

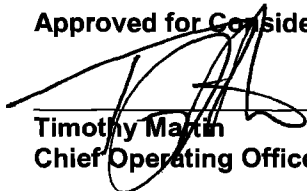
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



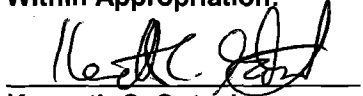
Timothy Martin
Chief Operating Officer

Approved:



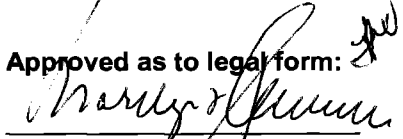
Arne Duncan
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:



Marilyn F. Johnson
General Counsel