

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH BENSIDOUN  
USA, INC. FOR THE USE OF THE ALCOTT SCHOOL PARKING LOT**

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

Approve entering into a license agreement with Bensidoun USA, Inc., 2953 W. Birchwood Avenue, Chicago, IL 60645, for the use of the parking lot at Alcott School, 2625 N. 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:** Bensidoun USA Inc.  
2953 W. Birchwood Avenue  
Chicago, IL 60645  
Contact: Sebastien Bensidoun  
Phone: 773-973-1400

**PREMISES:** Alcott School Parking Lot  
2625 N. Orchard  
Chicago, IL 60614  
Contact: Principal Dave Domovic  
Phone: 773-534-5460

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

**TERM:** The term of this license agreement shall commence on April 28, 2001 and shall end October 27, 2001. Licensee shall have three (3) options to renew for six (6) months each. Each option shall include a minimum 5% increase of the License fee for each six (6) month period.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate the agreement upon thirty (30) days prior written notice to the Licensee.

**USE:** To provide an outdoor staging area for the licensee to market retail pastry products prepared at an off-site location. Licensee shall be restricted to use of the lot on Saturdays from 9:00 a.m. to 1:00 p.m.

**LICENSE FEE:** Licensee shall pay a fee of \$2,600, payable at the time the agreement is signed.

**OPERATION & MAINTENANCE:** Licensee shall keep the Premises free of all debris, bottles and trash at all times Licensee is in use of the premises at the sole expense of the Licensee. Licensee shall provide snow removal during the times when Licensee uses the Premises.

**INSURANCE:** Licensee will name the Board as an additional named insured under its Comprehensive General Liability Policy. Coverage limits are \$1,000,000 for a combined single limit for both injury and property damage. A Certificate of Insurance is to be furnished 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 Alcott School on December 3, 2000.

**FINANCIAL:** Income to be credited to Alcott 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.

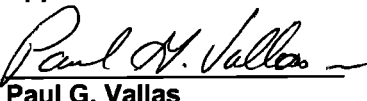
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

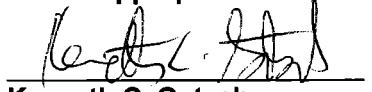
**Approved for Consideration:**

  
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Timothy Martin  
Chief Operating Officer

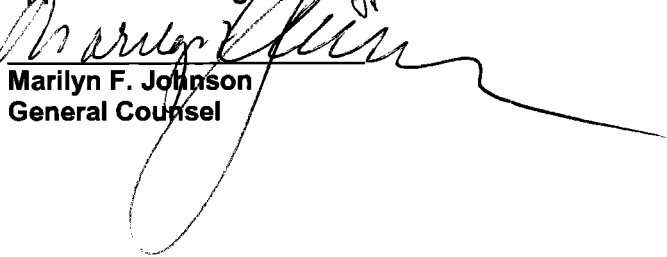
**Approved:**

  
\_\_\_\_\_  
Paul G. Vallas  
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