

**RATIFY A LICENSE AGREEMENT WITH THE XFL, LLC
FOR THE USE OF GATELY STADIUM AND BUDDY YOUNG FIELD**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify a license agreement with XFL, LLC, on behalf of the Chicago Enforcers football team, for the use of Gately Stadium and Buddy Young Field. 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 agreement is stated below.

LICENSEE: XFL, LLC
1241 East Main Street
Stamford, CT 06902
(203) 328-2527
Contact Person: Jared Bartie

PREMISES: Gately Stadium
810 E. 103rd Street
Chicago, IL 60628

Buddy Young Field
1434 N. Parkside
Chicago, IL 60651

Other sites may be made available to licensee, if necessary, as approved by the Chief of Schools and Regions.

TERM: The term of this license agreement shall commence on February 19, 2001 and shall end April 6, 2001. In the event the Enforcers make the league play offs, the term of this License will automatically extend for 2 additional weeks, at times to be mutually agreed upon by the parties.

USE: XFL, LLC will use the premises to conduct football practices for the Chicago Enforcers football team, between the hours of 12:00pm-4:00pm, Monday through Friday, with limited usage on Saturdays and Sundays at times to be arranged.

LICENSE FEE: Licensee shall pay a lump sum license fee of \$45,000.00, payable upon signing the license agreement.

OPERATION & MAINTENANCE: Licensee shall maintain the Premises in its current condition or better, during its time of use, throughout the term of the License and at the expiration of the License, the Premises will be turned over in the same condition as received or better.

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 of Education with the provision that there will be no cancellation unless Licensor receives 15 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. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this license agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Not applicable

FINANCIAL: Credit income to the Children First Fund to be used for end of year student sport awards banquet.

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:



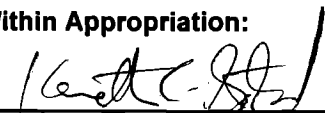
Timothy Martin
Chief Operating Officer

Approved:



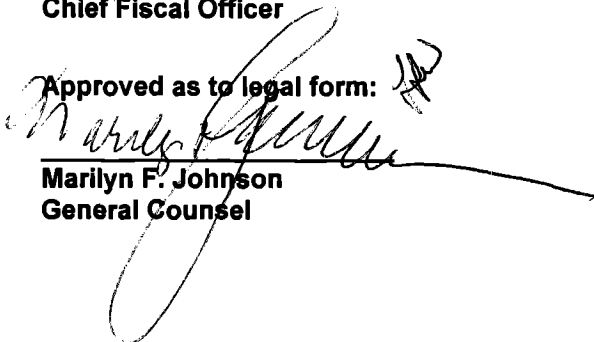
Paul G. Vallas
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:



Marilyn F. Johnson
General Counsel