

**APPROVE ENTERING INTO A FACILITIES USE RENEWAL AGREEMENT WITH LASALLE STREET  
CHURCH FOR THE USE OF THE WALTER PAYTON HIGH SCHOOL PARKING LOT**

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

Approve entering into a facilities use renewal agreement with LaSalle Street Church for the use of Walter Payton High School parking lot located at the corner of Wells and Oak Streets. A written renewal agreement for such use is currently being negotiated. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 60 days of the date of this Board Report. Information pertinent to this renewal agreement is stated below.

**LICENSEE:** LaSalle Street Church  
1111 N. Wells Street, Suite 500  
Chicago, IL 60610-2524  
Contact: John Hays, Senior Pastor  
Phone: (312) 573-8800

**PREMISES:** Walter Payton High School  
Parking Lot at 1034 North Wells Street  
Contact: CPS Department of Real Estate  
Phone: (773) 553-2950

**ORIGINAL TERM:** The original Facilities Use Agreement (authorized by Board Report 00-0726-OP5) is for term commencing on August 1, 2000 and ending July 31, 2001.

**RENEWAL TERM:** The renewal term of this license agreement shall commence on August 1, 2001 and shall end July 31, 2002.

**EARLY TERMINATION RIGHT:** Licensee shall have the right to cancel upon 60 days prior written notice to the Board, and the Board shall have the right to cancel upon 30 days' prior written notice to Licensee.

**USE:** LaSalle Street Church shall use the parking lot at 1034 N. Wells Street for congregational use only each Sunday between the hours of 7:30 A.M. and 3:00 P.M. Ingress and egress to and from the parking lot shall be from Wells Street.

**LICENSE FEE:** Licensee shall pay a fee of \$150.00 per Sunday, payable weekly.

**OPERATION & MAINTENANCE:** Licensee shall maintain the Premises in its current condition or better throughout the term of the License and, at the expiration of the Agreement, the Premises will be turned over in the same condition as received. Licensee shall keep the Premises free of all debris, bottles and trash at all times when Licensee uses the Premises at the sole expense of the Licensee, and shall provide snow removal during the times when Licensee uses the Premises.

**INSURANCE:** Licensee shall 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 bodily injury and property damage. Licensee will provide a Certificate of Insurance to the Board, with the provision that the Board be provide 30 days prior written notice of Licensee's intention to cancel.

**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:** There is no Local School Council in place at Walter Payton High School.

**FINANCIAL:** Income to be credited to Walter Payton 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.

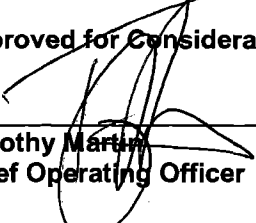
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



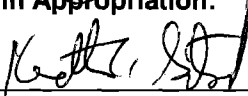
**Timothy Martin**  
**Chief Operating Officer**

**Approved:**



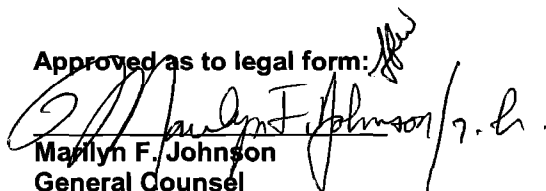
**Arne Duncan**  
**Chief Executive Officer**

**Within Appropriation:**



**Kenneth C. Gotsch**  
**Chief Fiscal Officer**

**Approved as to legal form:**



**Marilyn F. Johnson**  
**General Counsel**