

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH RESURRECTION  
CHURCH FOR USE OF SPACE AT FREDERICK A. DOUGLASS ACADEMY**

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

Approve entering into a license agreement with Resurrection Church for the use of space at Douglass Academy, 543 N. Waller. 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:** Resurrection Church  
147 S. Keeler  
Chicago, IL 60624  
Contact: Rev. Eugene Blair  
Phone: 773/380-5060 ext. 237

**PREMISES:** Frederick A. Douglass Academy (Auditorium, office with telephone, washrooms, storage space, use of chairs and use of the parking lot)  
543 N. Waller  
Contact: Dr. Betty F. Smith, Principal  
Phone: 733/534-6176

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

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this license agreement upon 30 days' prior written notice.

**USE:** The above Premises shall be used by Licensee on Sundays from 8:30 a.m. to 1:30 p.m. for church services.

**LICENSE FEE:** Licensee shall pay a license fee as follows: \$600 per Sunday. License fees shall be paid each month, in advance.

**OPERATION & MAINTENANCE:** The Board will be responsible for normal maintenance of the space and cleanup of the parking lot. Licensee will be responsible for snowplowing, as required, during the time when Licensee uses the parking lot.

**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 the Board be provided 30 days prior written notice prior to cancellation, amendment, or non-renewal.

**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 Frederick A. Douglass on May 26, 2001.

**FINANCIAL:** Income to be credited to the Frederick A. Douglass Academy.

**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.

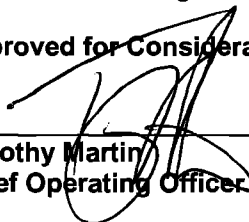
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



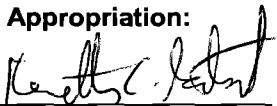
**Timothy Martin**  
**Chief Operating Officer**

**Approved:**



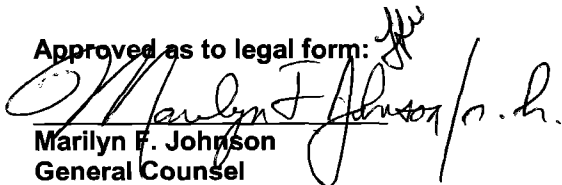
**Arne Duncan**  
**Chief Executive Officer**

**Within Appropriation:**



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

**Approved as to legal form:**



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