

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH CHICAGO SPORT  
AND SOCIAL CLUB FOR USE OF THE GYMNASIUM AT PRITZKER SCHOOL**

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

Approve entering into a license agreement with Chicago Sport and Social Club for use of the parking lot gymnasium at Pritzker School for the purpose of operating a sports program. 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:** Chicago Sport and Social Club  
1516 North Fremont  
Chicago, IL 60622  
Contact: Jason Erkes  
Phone: (773) 335-9596

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

**PREMISES:** Pritzker School (Gymnasium and Parking Lot)  
2009 W. Schiller  
Contact: Louise Rzechula  
Phone: (773) 534-4415

**TERM:** The term of this License Agreement shall commence on December 1, 2002 and shall end August 28, 2003.

**EARLY TERMINATION RIGHT:** Either party shall have the right to terminate this License Agreement in whole or in part upon 60 days' prior written notice.

**USE:** On Tuesdays from 6:30 p.m. to 10:30 p.m. and on Thursdays from 6:30 p.m. and 8:30 p.m., Licensee shall have use of the gymnasium for volleyball and use of the parking lot. Ingress and egress for the parking lot shall be off of Evergreen.

**LICENSE FEE:** The license fee shall be \$85.00 per hour, with the amount of \$3,400 payable the first week and the remainder payable the fifth week during each ten (10) week period.

**OPERATION & MAINTENANCE:** The Board will be responsible for normal maintenance of the space. Licensee shall be responsible for maintenance and cleaning of the facility while in use.

**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 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 Pritzker on October 8, 2002.

**FINANCIAL:** Income to be credited to Pritzker 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 Mariff  
Chief Operating Officer

Approved:

  
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Arne Duncan (by PAT)  
Chief Executive Officer

Within Appropriation:

  
\_\_\_\_\_  
Kenneth C. Gotsch  
Chief Fiscal Officer

Approved as to legal form:

  
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Marilyn F. Johnson  
General Counsel