

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH PROCEEDING
WORD CHURCH FOR THE USE OF THE MORTON ACADEMY AUDITORIUM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with Proceeding Word Church for the use of the auditorium at Morton Academy. 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: Proceeding Word Church
5438 South East View Park
Chicago, IL 60615
Contact Person: Reshorna M. Duncan
Phone: 773-684-0765

PREMISES: Morton Academy (auditorium)
431 N. Troy
Contact Person: Vivian Redd, Principal
Phone: 773/534-6791

TERM: The term of this license agreement shall be for a one year period commencing January 1, 2003 and ending December 31, 2003.

EARLY TERMINATION RIGHT: Either party has the right to terminate this License agreement upon thirty (30) days' prior written notice.

USE: To conduct worship services for Proceeding Word Church on Sundays between the hours of 8:30 a.m. and 2:00 p.m.

LICENSE FEE: Licensee shall pay a fee of \$102.00 each Sunday, payable, in advance, each week.

OPERATION & MAINTENANCE: Licensee shall maintain the premises as stated in the License Agreement.

INSURANCE: Licensee shall provide the insurance coverage provided for in the License Agreement.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the General Counsel to execute all ancillary documents required to administer this license agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: This action was approved by the LSC for Morton Academy on November 14, 2002.

FINANCIAL: Credit Income to the Morton 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