

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH HARVEST TEMPLE
CHURCH OF GOD IN CHRIST FOR THE USE OF SPACE AT ARMSTRONG SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with Harvest Temple Church of God in Christ for use of space at Armstrong School located at 2111 W. Estes, Chicago, Illinois. A written license agreement 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 license agreement is stated below.

LICENSEE: Harvest Temple Church of God in Christ
1121 Fowler Avenue
Evanston, IL 60202
Contact: Alvin Perryman
Phone: (847) 864-5912

LICENSOR: Board of Education of the City of Chicago

PREMISES: Armstrong School (Parking Lot, Auditorium)
2111 W. Estes
Chicago, IL 60645
Contact: Arline Hersh
Phone: (773) 534-2150

USE: Licensee shall have use of the Auditorium and Parking Lot on Sundays from 9:00 a.m. until 12:00 p.m.

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

LICENSE FEE: During the term of the License, Licensee shall pay \$425.00 per week payable monthly.

MAINTENANCE: Licensee shall maintain the Premises in its present condition or better throughout the term of this License and at the expiration of the License, the Premises will be turned over in the same condition as received or better. Licensee shall supply its own toilet paper, soap and other bathroom supplies and shall keep the premises free of all debris, bottles and trash at all times during Licensee's use at Licensee's sole expense.

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 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 agreement. Authorize the President and Secretary to execute the agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this license agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: This action was approved by the LSC for Armstrong School on November 6, 2002.

FINANCIAL: Income to Armstrong 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:



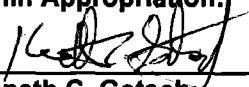
Timothy Martin
Chief Operating Officer

Approved:



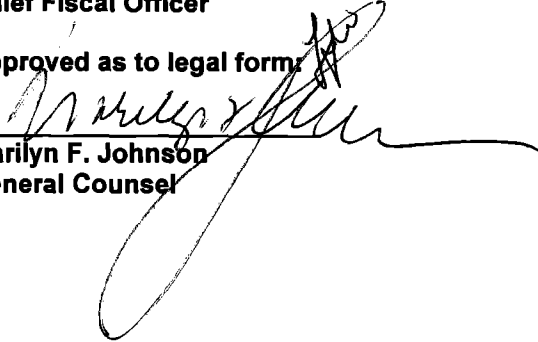
Arne Duncan
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:



Marilyn F. Johnson
General Counsel