

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH FILIPINO IMMANUEL BAPTIST CHURCH OF CHICAGO FOR THE USE OF THE PARKING LOT AT FOREMAN HIGH SCHOOL**

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

Approve entering into a license agreement with Filipino Immanuel Baptist Church of Chicago for use of the parking lot at Foreman High School located at 3235 N. LeClaire. 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:** Filipino Immanuel Baptist Church of Chicago  
5000 W. School  
Chicago, IL 60641  
Contact: Rev. Hosea Catanus  
Phone: (630) 540-2153

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

**PREMISES:** Foreman High School (Portion of Parking Lot-50 spaces only)  
3235 N. LeClaire  
Chicago, IL 60641  
Contact: Frank Candioto  
Phone: (773) 534-3400

**USE:** Licensee shall have the right to use the outer east parking area consisting of fifty (50) spaces on Fridays from 6:00 p.m. until 9:00 p.m. and Sundays from 8:00 a.m. to 5:00 p.m.

**TERM:** This license agreement shall be for a term commencing May 1, 2004 and ending April 30, 2006.

**LICENSE FEE:** During the term of the License, Licensee shall pay a monthly license fee of \$400.00 payable directly to the school.

**EARLY TERMINATION RIGHT:** Either party may terminate this license upon giving 60 days written notice to the other party.

**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. Licensor shall keep the premises free of all debris, bottles and trash at all times.

**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 15 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 Foreman School on April 6, 2004.

**FINANCIAL:** Income to Foreman 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.

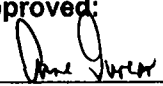
Ethics - The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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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**Sean P. Murphy**  
Chief Operating Officer

**Approved:**

  
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**Arne Duncan**  
Chief Executive Officer

**Within Appropriation:**

  
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**John Maiorca**  
Chief Financial Officer

**Approved as to legal form:** 

  
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**Ruth Moscovitch**  
General Counsel