

March 24, 2010

**APPROVE ENTERING INTO A MASTER LICENSING AGREEMENT WITH OPENLANDS FOR USE
AND IMPROVEMENT OF SCHOOL FACILITIES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a Master Licensing Agreement (the "Agreement") with Openlands, an Illinois not for profit corporation ("Openlands"), to install and support school gardens at various Schools (individually, a "School" and collectively, "Schools") owned, operated and occupied by Chicago Public Schools ("CPS"). The Agreement will establish the roles and responsibilities of the parties to the Agreement. There will be no cost or financial obligation on the part of the Board for the installation of gardens at various School sites. Openlands will raise funds, install gardens and implement programs to provide CPS students with gardens and learning landscapes that enhance school curricula. A written Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

AGENCY: Openlands
25 E Washington, Suite 1650,
Chicago, IL 60602
Contact Person: Jaime Zaplatosch
Phone: 312-863-6270
Fax: 312-863-6251

USER: CPS Department of Facilities
125 S Clark, 17th Floor
Chicago, IL 60603
Suzanne Carlson
773-553-1482

OPENLANDS DESCRIPTION: Openlands, founded in 1963, is an independent, Illinois not-for-profit corporation dedicated to preserving and enhancing public open space in northeastern Illinois. Openlands is one of the nation's oldest and most successful urban conservation organizations. To date, Openlands has taken leadership roles in securing more than 45,000 acres of land in the Chicago area for public parks, forest preserves, land and water greenway corridors and urban gardens.

Openlands runs several school gardening programs within the City of Chicago (the "City") that installs gardens and supports teachers with professional development, networking and materials to connect classroom curriculum to their outdoor green spaces.

TERM: The term of the Agreement shall commence on the date the Agreement is signed and shall end 60 months thereafter. The Agreement shall have unlimited options to renew for periods of one year each.

RESPONSIBILITIES OF PARTIES:

Openlands will: work with garden teams at individual Schools to design and install the gardens; raise the funds necessary to install the gardens and provide insurance coverage for the garden installations; hire appropriate subcontractors for work deemed inappropriate for students; work with CPS Department of Facilities to approve designs; require professional development of garden team members for successful integration of the garden into classroom; provide all the materials needed for the installations; create a maintenance plan; provide on-going assistance for upkeep as needed; and donate landscape to the Board. Openlands will select Schools for installations based on School's commitment to maintain gardens through classroom programs, volunteer labor, and external resources and funds, and Openlands will provide training and support to ensure ongoing upkeep. The Board is not providing additional resources to recipient Schools.

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 Chief Facilities Officer to execute all ancillary documents required to administer or effectuate the Agreement.

AFFIRMATIVE ACTION: Exempt

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: There is no cost or financial obligation on the part of the Board. Any such commitment shall require prior Board approval.

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.

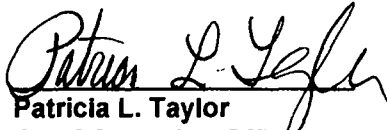
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness – The Board’s Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.


Ethics – The Board’s Ethics Code adopted June 23, 2004 (04-0623-PO4), 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:


Patricia L. Taylor
Chief Operating Officer

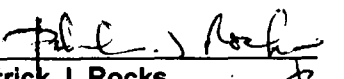
Approved:


Ron Huberman
Chief Executive Officer

Within Appropriation:


Diana S. Ferguson
Chief Financial Officer

Approved as to legal form: 


Patrick J. Rocks
General Counsel