## APPROVE ENTERING INTO A LICENSE RENEWAL AGREEMENT WITH PROCEEDING WORD CHURCH FOR THE USE OF THE MORTON SCHOOL AUDITORIUM

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license renewal agreement with Proceeding Word Church for the use of the auditorium at Morton Academy. A written license renewal agreement for such use is currently being negotiated. The authority granted herein shall automatically rescind in the event a written renewal 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

**ORIGINAL AGREEMENT:** The original License Agreement (authorized by Board Report 00-0126-OP8) is for a term commencing February 1, 2000 and ending January 31, 2001.

**RENEWAL TERM:** The term of this license agreement shall be renewed for a one year period commencing on February 1, 2001 and ending January 31, 2002.

**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: During the renewal period, Licensee shall pay a fee of \$96.00 each Sunday, payable each week.

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

INSURANCE: Licensee shall continue to 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 renewal agreement. Authorize the President and Secretary to execute the renewal agreement. Authorize the General Counsel to execute all ancillary documents required administering or making this license agreement.

**AFFIRMATIVE ACTION:** Exempt.

LSC REVIEW: This action was approved by the LSC for Morton Academy on December 19, 2000.

**FINANCIAL:** Income to be provided 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 Warting Officer

Within Appropriation:

Kenneth C. Gotsch Chief Fiscal Officer

General Counsel

Approyed:

Paul G. Vallas

**Chief Executive Officer**