

AMEND BOARD REPORT 01-0221-OP2 ADOPTED FEBRUARY 21, 2001
APPROVE ENTERING INTO A LICENSE AGREEMENT WITH HYDE PARK
JEWISH COMMUNITY CENTER FOR THE USE OF SPACE AT KENWOOD ACADEMY

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with Hyde Park Jewish Community Center (JCC) for use of space at Kenwood Academy consisting of the lower gymnasium and the swimming pool. 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~~ 30 days of the date of this Amended Board Report. This amendment is necessary to change the end date of the agreement, the hours of usage and the maintenance requirements. Information pertinent to this agreement is stated below:

LICENSEE: Hyde Park JCC
1100 East Hyde Park Blvd. 5200 S. Hyde Park Blvd.
Chicago, IL 60615
Contact Person: Nancy J. Petchenik
773/753-3080

PREMISES: Kenwood Academy/Lower gymnasium and swimming pool
5015 S. Blackstone
Contact Person: Ms. Careda Taylor, Principal
Phone: 773/535-1350

TERM: The term of this license agreement shall be eight (8) weeks commencing on June 25, 2001 and ending August ~~4~~ 18, 2001.

USE: Licensee shall use the Premises between the hours of 11:30 am to ~~5:00~~ 4:00 p.m. to conduct an eight-week summer camp program as follows: the swimming pool shall be used on Mondays, Tuesdays, Thursdays, Fridays and on Wednesdays from time to time (as needed); the lower gym shall be used on an as needed basis on rainy days or high heat index days Mondays through Fridays.

LICENSE FEE: The fee for the term shall be \$1,421.47, payable at the time the agreement is signed.

OPERATION & MAINTENANCE: ~~The Licensee will be responsible for cleaning the Premises after each use, including sweeping floors, etc.~~ Licensee will hire and manage all staff associated with its camping program and agrees to provide an adequate number of properly qualified Life Guards and/or Water Safety Instructors (Red Cross or YMCA certified). Licensee shall comply with all Board and Illinois Department of Public Health regulations governing the use and operation of swimming pools.

INSURANCE: Licensee shall name the Board of Education as an additional insured under its Comprehensive General Liability Policy. Coverage limits are \$1,000,000 for a combined single limit for both bodily injury and property damage. A Certificate of Insurance is to be furnished to the Board with the provision that the Board receives 60 days prior written notice of cancellation, amendment, or non-renewal.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written license agreement. Authorize the President and Secretary to execute the license agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: This action was approved by the LSC for Kenwood Academy on February 13, 2001.

FINANCIAL: Income to be credited to Kenwood 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.

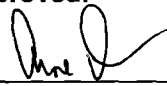
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



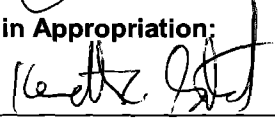
Timothy Martin
Chief Operating Officer

Approved:



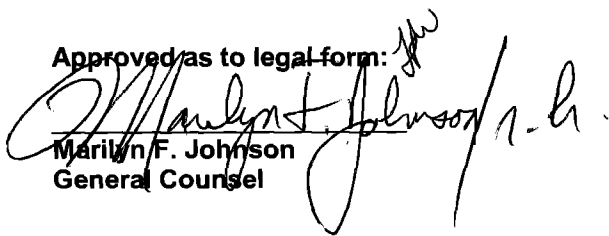
Arne Duncan
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:



Marilyn F. Johnson
General Counsel