

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH NEW LIFE COVENANT CHURCH  
FOR THE USE OF SPACE AT CLEMENTE HIGH SCHOOL**

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

Approve entering into a license agreement with New Life Covenant Church for use of space at Clemente High School located at 1147 N. Western. 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:** New Life Covenant Church  
1665 N. Mozart  
Chicago, IL 60647  
Contact: Daisy Santiago-Altiery  
Phone: (773) 443-0115

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

**PREMISES:** Clemente High School (Parking Lot and Auditorium)  
1147 N. Western  
Chicago, IL 60622  
Contact: Irene DaMota  
Phone: (773) 534-4000

**USE:** Licensee shall use the premises from 8:00 a.m. through 3:00 p.m. on Sundays.

**TERM:** The term of this license agreement shall commence March 1, 2004 and end December 31, 2004.

**EARLY TERMINATION RIGHTS:** Either party may terminate this license agreement upon giving 30 days written notice to the other party.

**LICENSE FEE:** During the term of the License, Licensee shall pay a license fee of \$22,440.00 payable in weekly installments of \$561.00 directly to Clemente High School.

**MAINTENANCE AND SECURITY:** 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. 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. Licensee will provide adequate security to maintain and protect the premises during Licensee's use of the premises at Licensee's sole cost and 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 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 Clemente School on December 1, 2003.

**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.

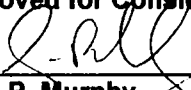
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

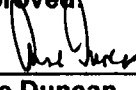
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



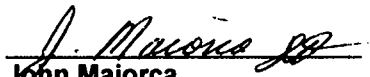
**Sean P. Murphy**  
Chief Operating Officer

**Approved:**



**Arne Duncan**  
Chief Executive Officer

**Within Appropriation:**



**John Maiorca**  
Chief Financial Officer

**Approved as to legal form:**



**Ruth Moscovitch**  
General Counsel