APPROVE ENTERING INTO A LICENSE AGREEMENT WITH WELLS OF SALVATION MINISTRIES AND DOMINION CENTER FOR ALL NATIONS FOR USE OF THE LYMAN TRUMBULL ELEMENTARY SCHOOL AUDITORIUM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with Wells of Salvation Ministries and Dominion Center For All Nations for the use of the auditorium at Lyman Trumbull Elementary School, located at 5200 North Ashland. A written license agreement for such use 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 agreement is stated below.

LICENSOR: Wells of Salvation Ministries and Dominion Center for All Nations

5415 N. Sheridan Road Chicago, IL 60640

Contact Person: Joyce Mulford (or Pastor B. A. Kings)

Phone: 773-784 5095

Contact Person: Renee J. Gray

Phone: 773-580 3229 Phone: 847-402 3079

PREMISES: Lyman Trumbull Elementary School (Auditorium)

5200 North Ashland

Contact Person: Robert J. Wells

Phone: 773-784 3733 Phone: 773-960 2337

TERM: The term of this license agreement shall commence on October 1, 2001 and shall end September 30, 2003. Licensee shall have one (1) option to renew for one (1) additional year. The option year shall be under the same terms and conditions.

USE: The above Premises shall be used by Licensee on Sundays from 10:00 a.m. to 2:30 p.m.; Wednesdays from 7:00 p.m. to 9:00 p.m.; second Saturday of each month from 7:00 p.m. to 9:30 p.m. and the last Friday of each month from 8:00 p.m. to 10:30 p.m. for church services.

LICENSE FEE: The annual License fee shall be \$36,000.00, payable directly to Trumbull School in monthly installments of \$3.000.

INSURANCE: INSURANCE: Licensee will name the Board of Education as an additional named 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. Licensee will provide a Certificate of Insurance naming the Board as an additional insured, with the provision that the Board be provided 30 days prior written notice of cancellation, amendment, or non-renewal.

EARLY TERMINATION RIGHT: Either party may terminate this Agreement at any time, with or without cause, by providing sixty (60) days' prior written notice to the other party.

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 Trumbull School on September 13, 2001.

FINANCIAL: Income to be credited to Trumbull 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:

Timothy Martin
Chief Operating Officer

Arne Duncan

Chief Executive Officer

Within Appropriation:

Kenneth C. Gotsch Chief Fiscal Officer

Approved as to legal form:

Marilyn F. Johnson General Coursel /