

**LEASE AGREEMENT
CHARTER SCHOOL
(School Building)**

THIS LEASE AGREEMENT ("Lease") is effective as of the date written on the signature page of this Lease (the "**Effective Date**"), and is entered into by and between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("**Landlord**") and Aspira of Illinois, Inc., an Illinois not for profit corporation ("**Tenant**").

RECITALS:

- A. Landlord is the owner of the Moos School, located at 1711 N. California, Illinois (the "**School**").
- B. Landlord desires to lease a portion of the School building (the "**Premises**") to Tenant and Tenant desires to so rent the Premises from Landlord for a charter school campus and related educational and community programs, and for no other purposes (the "**Use**").

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **CHARTER SCHOOL AGREEMENT.** Landlord and Tenant entered into that certain Charter School Agreement pursuant to which Tenant was granted a charter for the purpose of operating a charter campus ("**Charter School Agreement**"). The Charter School Agreement is, by this reference, incorporated in this Lease and made a part hereof as if stated in its entirety.
2. **GRANT/TERM.** Landlord hereby leases the Premises to Tenant, upon the terms and conditions hereinafter set forth, for a term commencing on the Effective Date and ending on June 30, 2013 (the "**Term**"). Notwithstanding the foregoing, if the charter under Tenant's Charter School Agreement is terminated or not renewed for any reason or, if the Tenant otherwise ceases to operate the Premises for the Use, this Lease shall terminate on: (i) the date said charter is terminated, or not renewed; or (ii) the date Tenant ceases to operate in accordance with the terms of this Lease.
3. **RENT.** In consideration of the leasing of the Premises as set forth above, Tenant covenants and agrees to pay to the Landlord, as rent for the Premises, the sum of One Dollar (\$1.00) per year.
4. **OPERATING EXPENSES AND ALLOCATION OF RESPONSIBILITY.** The term "**Operating Expenses**" means all of the expenses, costs and disbursements of every kind or character incurred in the management, operation and maintenance of the School (except for the "**Capital Expenses**", as hereinafter defined, which shall be the sole responsibility of the Landlord) including, but not limited to the following: life safety system inspections and certifications, food services (Note: If the Board provides food services, the Board shall have the right, in its sole and exclusive discretion, to provide either warming kitchen facilities or full kitchen facilities to the Tenant), security, custodial/janitorial, engineer, building operations & maintenance, grounds keeping, utilities, and information technology (collectively, "**Operating Services**").

Tenant shall, at its sole cost and expense, pay all Operating Expenses based on the type of occupancy Tenant holds under this Lease:

A. **Sole Occupancy.**

- (i) In the event Tenant is the sole occupant of the Premises, Tenant shall have the following options: (a) to directly procure all Operating Services from third parties, other than Landlord; or (b) to elect to procure some or all of its Operating Services from the Landlord at Landlord's current rates

and in accordance with Landlord's procedures.

(ii) A list of Operating Services provided by Landlord, and the costs of such Operating Services, shall be provided to Tenant prior to execution of this Lease. If Tenant desires to procure any such Operating Services from Landlord, Tenant shall make such election on the Facility Services Request form provided by Landlord (a copy of which is attached hereto as Exhibit A and, by this reference, made a part hereof).

(iii) Tenant shall be bound by such election for the 2009/2010 school year. As of July 1, 2010, Tenant shall have the option to choose its Operating Services providers and Tenant shall then be bound by such election for the remainder of the Term of this Lease. In the event this Lease is extended or renewed beyond the Term, Tenant shall have the option to choose its Operating Services provider(s) prior to the date of any renewal or extension term.

- B Shared Occupancy with a Chicago Public School or contract school:** In the event Tenant shares the Premises, at any time during the Term or any renewed or extended term, with a Chicago Public School or a contract school, Tenant's sole option (while sharing the Premises) shall be to procure all of Operating Services from Landlord. Tenant shall pay for such Operating Services at Landlord's current rates and in accordance with Landlord's procedures.

If the Board provides Food Services, the Board shall have the right, in its sole and exclusive discretion, to provide warming kitchen facilities or full kitchen facilities to the Tenant.

- C. Shared Occupancy with an additional charter school.** In the event Tenant shares the Premises, at any time during the Term or any renewed or extended term, with an additional charter school(s), both or all such schools sharing the Premises must, collectively, select one option (as set forth in section A(i) above) regarding the procurement of Operating Services. Such election shall be made in accordance with section A above. Tenant shall be bound by such election for the entire Term. In the event this Lease is extended or renewed beyond the Term, Tenant shall have the option to choose its Operating Services provider(s) prior to the date of any renewal or extension term.

In the event Tenant shall change its election from Landlord provided Operating Services to third party provided Operating Services upon renewal or extension of this Lease, Tenant shall, at the request of Landlord, and at Tenant's sole cost and expense, return to Landlord any and all supplies and equipment provided by Landlord for the purpose of providing the Operating Services.

Tenant agrees that, if it opts to procure any Operating Services from a third party, Tenant shall ensure that all such Operating Services are provided according to the same standards provided by the Landlord in its other schools. Landlord shall provide to Tenant, in writing, Landlord's standards (the "Standards"). Landlord shall, at Tenant's sole cost, inspect the Premises up to four (4) times per year; provided, however, in the event Tenant holds the type of tenancy set forth in section C above, the cost of such inspections shall be shared equally by all occupants. Landlord shall invoice Tenant for costs related to the inspections. Tenant shall pay such invoice within thirty (30) days of receipt. If Landlord determines that the Standards have not been met by the Tenant, Landlord shall have the right to declare such failure to maintain the Standards a default hereunder.

Landlord shall not be liable to Tenant for damages or otherwise if water, gas, electric, or sewer service is interrupted or terminated because of necessary repairs, installations, improvements, or any cause beyond the control of Landlord. Landlord agrees, except in the case of emergencies or a cause that is not within Landlord's control, to give Tenant thirty (30) days advance written notice prior to such interruption or termination.

Landlord shall be responsible for making all necessary capital repairs, capital replacements, and capital improvements to the Premises and the School (herein referred to as "Capital Expenses", and all as defined under generally accepted accounting principles consistently applied), unless such expenditure is required because of

damage caused by any act, omission or negligence of Tenant or its employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such capital work that is not in accordance with the Landlord's approved annual Capital Improvement Plan. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Section 14.

5. **DIFFERENT SCHOOL HOURS/CALENDARS.** Notwithstanding anything contained in this Lease to the contrary, the parties agree, if the Tenant's school year or school hours for any year during the Term, do not coincide with the Landlord's school year and hours, the Tenant shall pay to the Landlord, within thirty (30) days of receipt of an invoice, all additional costs incurred by Landlord for opening, or keeping open, the School during any such hour(s) or days that the School would be closed based on Landlord's calendar for that school year. Such costs shall include, but not be limited to, Landlord's cost of additional utility expenses, engineers, janitors, and security staff.

6. **DELIVERY OF PREMISES.** Landlord shall deliver to Tenant possession of the Premises on the commencement date in an "AS-IS" and "WHERE-IS" condition, Landlord making no representations or warranties of any nature whatsoever as to the condition of the Premises or the School. Tenant's taking possession of the Premises shall be deemed to be Tenant's acceptance of the Premises in the order and condition as then exists. No promise of Landlord to alter, remodel, decorate, clean or improve the Premises, or any portion thereof, and no representation respecting the condition of the Premises, or any portion thereof, have been made by Landlord to Tenant.

Notwithstanding the foregoing, the parties acknowledge and agree that Tenant shall not be given possession of the Premises prior to final execution of the Lease by both parties. Further, the parties acknowledge and agree that pursuant to the terms of the Charter School Agreement, if Tenant obtains possession of the Premises prior to the Effective Date, Landlord shall provide notice to Tenant stating Tenant's failure to execute this Lease prior to obtaining such possession. Such notice shall allow Landlord to withhold Tenant's general education quarterly payments under The Charter School Agreement, until such time as this Lease has been fully executed by both parties.

7. **PROJECT LABOR AGREEMENT.** The Landlord has entered into a project labor agreement with various trades regarding construction projects awarded by the Landlord (a copy of which is attached hereto as Exhibit B, together with a list of signatory unions, and by this reference, incorporated herein) (the "Project Labor Agreement"). Tenant acknowledges familiarity with the requirements of the Project Labor Agreement, its applicability to any alteration, remodeling or other construction that may be done on the Premises, and further agrees to comply with the Project Labor Agreement in all respects

8. **TENANT'S COVENANTS.** Tenant covenants, at all times during the Term and any extension or renewal Term, to:

A. use the Premises only for the Use;

B. apply for, secure, maintain and comply with all licenses or permits which may be required for the conduct by Tenant of the business herein permitted to be conducted in the Premises and to pay, if, and when due, all license and permit fees and charges of a similar nature in connection therewith;

C. perform all work in the Premises and School in a good and workmanlike manner, employing materials of good quality and in compliance with all governmental requirements. All work performed by Tenant within the Premises and School shall be accomplished only by qualified contractors and, if the work is in excess of Ten Thousand and 00/100 Dollars (\$10,000.00), pursuant to contracts and plans, all of which shall first be approved by Landlord. Tenant shall comply with the terms of the Project Labor Agreement. Tenant shall not commence any such work until Landlord has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have, in full force and effect: (i) adequate workmen's compensation insurance as required by the laws of the State of Illinois; and

(ii) public liability and builders risk insurance in such amounts and according to terms reasonably satisfactory to Landlord.

D. permit Landlord, or Landlord's agents, at reasonable times to enter the Premises for any of the following purposes: (i) inspection of the Premises; (ii) making repairs, additions or alterations to the Premises or to the School; and (iii) showing the Premises to prospective purchasers, lenders and tenants, and other persons having a legitimate interest in inspecting the same.

E. promptly comply with the following, which are not the responsibility of Landlord under Section 3 above: (i) all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governmental departments, commissions, boards and officers with respect to the Premises; (ii) all orders, rules and regulations of the National Board of Fire Underwriters, Illinois Inspection and Rating Bureau, the local Board of Fire Underwriters, or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises; (iii) all insurance policies and other recommendations of all insurance inspections and insurance carriers, at any time in force, with respect to the Premises, the School or any part thereof; and (iv) all present or future rules and regulations for the use and occupancy of the School, as Landlord in its reasonable discretion, from time to time promulgates.

F. not, without Landlord's prior written consent which, in each instance, may be withheld at the sole discretion of Landlord: (i) assign, transfer, hypothecate, mortgage, encumber, or convey this Lease or any interest under it, or subject or permit any lien or charge to exist upon this Lease or any interest under it; (ii) allow any transfer of, or any lien upon, Tenant's interest in this Lease by operation of law or otherwise; or (iii) sublet the Premises in whole or in part.

G. not suffer any mechanics', laborers' or materialmen's liens to be filed against the Premises, the School or any portion thereof or any interest therein by reason of any work, labor, services performed at, or materials furnished to, or claimed to have been performed at, or furnished to, the Premises or the School, by or at the direction or sufferance of Tenant, or anyone holding the Premises by, through or under the Tenant.

H. not affix, maintain or locate any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items on the Premises or School except such as shall have first been approved by Landlord, in writing.

9. **QUIET ENJOYMENT.** Landlord covenants that Tenant shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Landlord, its agents, employees, successors and assigns.

10. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination of this Lease, by lapse of time or otherwise, the Tenant shall remove any and all of its properties, supplies, and equipment of all kinds from the Premises. The Tenant shall deliver the Premises, upon termination, in as good a state or condition as when entered upon, less reasonable use and wear thereof, and damages by fire and accident excepted.

11. **INSURANCE.**

A. Tenant shall maintain, at all times during the Term or any extension or renewal Term, in responsible companies approved by Landlord, which approval will not be unreasonably withheld, general liability insurance, insuring Landlord and its agents and Tenant, as their interests may appear: (i) against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00); (ii) for injury or death of more than one person in any one occurrence in an amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00); (iii) for damage

to property in an amount not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of the Use in the Premises (Landlord shall have the right to direct Tenant to increase said amounts whenever it reasonably considers them inadequate) and (iv) in like amounts, covering Tenant's contractual liability under the indemnity provisions of this Lease. All of said insurance shall be in form, and carried with responsible companies, each satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for the same (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the commencement of this Lease and upon renewals of such policies, not less than thirty (30) days prior to expiration of the term of such coverage. If Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand.

B. Landlord agrees that it either self-insures or holds policies of insurance for liability and property damage in amounts not less than Two Million and 00/100 Dollars (\$2,000,000.00) and shall maintain such insurance throughout the Term.

C. Whenever: (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through or under them in connection with the Premises; and (ii) such party is then either covered in whole or in part by insurance (or self-insurance) with respect to such loss, cost, damage or expense, or required under this Lease to be so insured (or self-insured), then the party so insured (or so required or self-insured) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance or self-insurance (or which could have been recovered, had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided, however, that such release of liability and waiver of the right to subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

12. **LANDLORD DEFAULT.** If Landlord is in default under this Lease and such default shall continue for ten (10) days after Tenant has notified the Landlord by written notice of such default, unless in the case of a default which cannot be remedied within ten (10) days, and where Landlord shall have commenced and shall be diligently pursuing all necessary action to remedy such default, the Tenant may, but shall not be obligated to immediately terminate this Lease by providing Landlord written notice as provided for herein.

13. **TENANT DEFAULT.** If the Tenant is in default under this Lease and such default shall continue for ten (10) days after Landlord has notified the Tenant by written notice of such default, unless in the case of a default which cannot be remedied within ten (10) days, and where Tenant shall have commenced and shall be diligently pursuing all necessary action to remedy such default, the Landlord shall have all of its rights and remedies under law and equity including, but not limited to, curing the default or electing to terminate this Lease by providing Tenant written notice as provided for herein.

14. **CASUALTY AND CONDEMNATION.** If the Premises are made untenable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. If there is any award or payment by the condemning governmental entity, Tenant shall not be entitled to any portion thereof. Landlord agrees to promptly notify Tenant if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

15. **INDEMNIFICATION.**

A. Tenant hereby agrees to indemnify and hold the Landlord harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Landlord as a result of Tenant's actions on or about the Premises, limited, however, to only such liabilities, claims or demands which arise or are caused by Tenant's negligent acts, errors and/or omissions.

B. Landlord hereby agrees to indemnify and hold the Tenant harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Tenant as a result of Landlord's actions on or about the Premises, limited, however, to only such liabilities, claims or demand which arise or are caused by Landlord's negligent acts, errors and/or omissions.

16. **SECURITY.** The party responsible for security under Section 4 above, agrees to establish and maintain security measures appropriate to reasonably protect the Premises, individuals properly present at the Premises, and the personal property located thereon and each party agrees to cooperate with the other in maintaining such security measures.

17. **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and shall be deemed properly served and effective: (i) as of the day of delivery if delivered in person, by messenger, overnight delivery service or a party's attorney or agent; or (ii) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Tenant:	Aspira of Illinois, Inc. 2415 N. Milwaukee Chicago, IL 60647 Attn: Jose Rodriguez, President
If to Landlord:	Board of Education of the City of Chicago 125 South Clark Street, 16 th Floor Chicago, Illinois 60603 Attention: Director of Real Estate
With a copy to:	Board of Education of the City of Chicago 125 South Clark Street, 7 th Floor Chicago, Illinois 60603 Attention: General Counsel

Either party may, from time to time, change the names and addresses furnished for notice hereunder by giving written notice of said change to the other party in accordance with the notice provisions set forth above.

18. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the paragraph to which they pertain.

19. **SUCCESSORS AND ASSIGNS.** This Lease shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and permitted assigns.

20. **AUTHORITY.** The individual officers, agents and employees of the parties hereto who execute this Lease do hereby individually represent and warrant that they have full power and lawful authority to execute this Lease and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

21. **SEVERABILITY.** If any provision(s) of this Lease is (are) determined to be legally invalid, the parties hereto agree that particular provision shall be null and void, but that the remainder of this Lease shall remain in full force and effect.

22. **INSPECTOR GENERAL.** Each party to this Agreement hereby acknowledges 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.

23. **BOARD APPROVAL.** This Agreement is subject to approval by the members of the Chicago Board of Education.

24. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant.

25. **LANDLORD'S TITLE.** The Landlord's title is and shall always be paramount to the title of the Tenant, and nothing herein contained shall empower the Tenant to do any act which can, shall or may encumber the title of the Landlord.

26. **MEMORANDUM OF UNDERSTANDING.** A Memorandum of Understanding, (a copy of which is attached hereto and, by this reference, made part hereof as Exhibit C) has been entered into between the parties sharing the School, which includes, among other matters, the shared usage procedures between the parties. In addition, Tenant shall either employ or retain an individual or a company (and keep Landlord informed of the name, address, and telephone number thereof) to be responsible for the general management of the Premises; those Operational Services which are the responsibility of the Tenant; and all work in the Premises which is approved by the Landlord and in compliance with the Project Labor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date first above written.

LANDLORD:

BOARD OF EDUCATION OF
THE CITY OF CHICAGO

By: Clare Munane

Attest: Estela G. Beltran

Estela G. Beltran, Secretary

Board Report Number: 09-1123-OP 2-1

Approved as to legal form: ST/Quinn

Patrick J. Rocks
Patrick J. Rocks, General Counsel

Date Executed by Landlord: 12/17/09

TENANT:

ASPIRA OF ILLINOIS, INC.

By: Jose Bodajue

Name: Jose Bodajue

Title: President CEO

Attest:

By: Sonia Sanchez

Name: Sonia Sanchez

Title: Chairperson

EXHIBIT "A"

FACILITIES SERVICE REQUEST FORM

[See Attached]

RENAISSANCE 2010

100 New Schools for Chicago

Charter and Contract School Facility Services Request Form FY10

School Name: ASPIRA Charter School
Facility Name: ASPIRA Mirta Ramirez Computer Science
Address: 1711 N. California Ave.
Unit Number: 7800

Type of Facility:

- ☒ Shared with Traditional CPS/Performance School
☐ Shared with Charter/Contract School
☐ Alone in CPS Facility

FACILITY SERVICES OPTIONS (see attached Service Menus for details)

Operational Services:

- ☒ Utilities
☒ Maintenance Services (engineering and custodial services)
☒ Trash Removal

Security Services:

- ☐ Security Personnel Services
☒ Alarm and CCTV monitoring fee (\$1.43/pupil)

ITS Services:

- ☐ LAN Services (required for schools starting in 09-10 and beyond)
☐ Computer Equipment Purchase/Lease
☐ Extended Support Services
☐ Telecom Pagers and Cell Phone Services
☐ WAN Services (refer to ITS Menu for requirements)
☐ Desktop Management Services
☐ Telecom Phone Support Services

On behalf of ASPIRA Charter School, I, Jose Rodriguez, acknowledge receipt of the supporting materials which detail the Facility Services requirements for the facility named above, and agree to follow all applicable CPS regulations and standards as they relate to the services selected above.

I understand that the submission of this request authorizes CPS to amend the lease for the facility named above, and I agree to work with CPS to execute the amended lease in a timely fashion prior to the start of the next school year.

Signature: Jose Rodriguez
Printed Name: Jose Rodriguez
Title: President & CEO

CHICAGO PUBLIC SCHOOLS

OFFICE OF NEW SCHOOLS

125 S. Clark, 5th Floor • Chicago, Illinois 60603
Telephone: 773.553.1530 • Fax: 773.553.1559

EXHIBIT "B"

PROJECT LABOR AGREEMENT

[See Attached]

CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain projects completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the projects.

The parties have determined that it is desirable to eliminate the potential for friction and disruption of these projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers, schoolchildren and public.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, the Board shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in

excess of \$10,000.00; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of \$10,000.00 or under.
5. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.
6. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall expire on June 30, 2015 unless either party gives written notice to the other no earlier than February 1, 2010 and no later than March 1, 2010 to terminate this Agreement effective June 30, 2010. If such notice to terminate is given or, if not, upon expiration on June 30, 2015, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.
- 9.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.
- b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.
10. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
 - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.

- b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.
- c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute. A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

It is explicitly agreed to by all parties that the parties to this Agreement, as well as each contractor and subcontractor performing work on or for the project, specifically are bound and stipulated to the jurisdiction and process of the Joint Conference Board. Said provision shall become a provision in all contracts and subcontracts issued by the owner, construction manager, contractor, subcontractor, or any agent thereof.

- 11. This Agreement shall be incorporated into and become part of the collective bargaining agreements between unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement attached hereto, the terms of this Agreement shall supersede and prevail.
- 12. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.
- 13.a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom can be directed problems which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.

- b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.
- 14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
- 15. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

Dated this 21 day of June, 2005, in Chicago, Illinois.

Chicago Board of Education

By: Michael W. Scott
Its: President

By: [Signature]
Its: FST/EM

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

[Signature] 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Iron Workers Local 63

Address: 2525 West Lexington

City, State, Zip Code: Broadview, IL 60155

Telephone Number: (708) 344-7727

By: _____
Its: Financial Secretary, Treasurer, Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatila A. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. JMR 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

City, State, Zip Code: BURR RIDGE, IL 60527

Telephone Number: (630) 887-4100

By: Terrence J. Hancock
Its: PRESIDENT TERRENCE J. HANCOCK

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

JM 6-23-05

Labor Organization: _____

Address: 1820 **MACHINERY MOVERS, RIGGERS & MACHINERY ERECTORS LOCAL UNION 136**

City, State, Zip Code: 1820 BEACH STREET
BROADVIEW, IL 60155-2863

Telephone Number: 708-615-5300

By: Frank D. Man

Its: FST/BM

113369.9

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Balthan 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *JMR 6-23-05*

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

City, State, Zip Code: BURR RIDGE, ILL 60521

Telephone Number: 630 655-8289

By: James P. Conway
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatla M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Chicago Regional Council of Carpenters

Address: 12 E. Erie Street

City, State, Zip Code: Chicago, IL 60611

Telephone Number: 312-951-1527

By: Martin C. Hurland
Its: President / Executive Secretary - Treasurer

Dated this 13th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltrán 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

AM 6-23-05

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: Thomas M. Drew
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks
Patrick J. Rocks, Jr., General Counsel

JK 6-23-05

CHICAGO JOURNEYMEN PLUMBERS'
Labor Organization: LOCAL UNION 130, U. A.

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James J. Sullivan
Its: BUSINESSS MANAGER

113369.9

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela B. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. Manley
Its: Business Mgr.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Int'l. Assn. of Machinists and Aerospace Workers
Local Lodge 126

Address: 120 E. Ogden Ave., 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: (630) 655-1930

By: Thomas J. Faul
Its: Directing Business Representative

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Etila B. Bellan 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: International Union of Operating Engineers
Local 150, AFL-CIO
Address: 6200 Joliet Road
City, State, Zip Code: Countryside, IL 60525
Telephone Number: (708) 482-8800

By: James M. Sweeney
Its: Vice President

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Sheet Meters Local 21
Address: 1950 W. 43rd
City, State, Zip Code: CHGO IL 60609
Telephone Number: 773 650 1841
By: [Signature]
Its: PRESIDENT

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: PIPEFITTERS L.U. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: BOILERMAKERS LOCAL #ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773 247-5225

By: John J. Shennott
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatila H. Beltran 6/30/05
Secretary

Board Report 05--0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ceramic Tile, Terrazzo & Granite-Cutters Local No. 67

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]
Its: Business Manager

Dated this 30th day of June, 2005; in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela G. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Painters' District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Thomas P. Fitz
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatla M. Beltram 6/30/05
Secretary

Board Report 05-0622--EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Sheet Metal Workers' Union Local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside IL 60162

Telephone Number: 708 444-0073

By: Stanley F. Kargynski
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Roofers' Union Local No. 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester, IL 60154

Telephone Number: 708-345-0970

By: Richard Mattson
Its: PRES.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Pointers, Cleaners & Caulkers Local 52, IL.

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

By: William M. J.
Its: W.M.J.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Soes
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

DM 6-23-05

Labor Organization: IBEW, Local 134

Address: 600 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60661

Telephone Number: (312) 454-1340

By: Michael Fitzgerald
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: HEAT & FROST INSULATORS-LOCAL 17

Address: 3850 S. Racine Avenue

City, State, Zip Code: Chicago, IL 60609

Telephone Number: 773 247-8184

By: Brian Lynn
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Ester M. Beltan 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel 6-23-05

Labor Organization: Cement Masons' Union Local #502

Address: 739 South 25th Avenue

City, State, Zip Code: Bellwood, IL 60104

Telephone Number: 708-544-9100

By: Donald W. Moss Sr.
Its: President

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

JM 6-23-05

Labor Organization: Ironworkers Local Union #1

Address: 7720 Industrial Drive

City, State, Zip Code: Forest Park, IL 60130

Telephone Number: 708-366-6695

By: Robert Boskovich
Its: _____

EXHIBIT "C"

MEMORANDUM OF UNDERSTANDING

[Only if shared facility - See Attached]

MEMORANDUM OF UNDERSTANDING

I. INTRODUCTION

This is a Memorandum of Understanding ("MOU") executed on the third day of October, 2007, to be effective on the first day of July, 2007, by and between the Chicago Board of Education, **ASPIRA CHARTER SCHOOL**, and **MOOS ELEMENTARY**, (collectively, the Parties). This MOU will remain in effect for one year.

The parties agree and understand that this MOU will be binding upon the parties, their successors and agents. This MOU exists to allow the Parties to work cooperatively to operate the building located at the address known as 1711 N. California Ave. (hereafter referred to as the "Building").

II. GUIDING PRINCIPLES. Due to the large size of many existing school facilities in Chicago, and due to the fact that more small schools are being created and more organizations are being located in schools to provide service to schools, schools often must share buildings.

We believe that building sharing can have positive benefits, and need not distract from every school's primary goal of educating every child.

We believe it is to the mutual benefit of the Parties to contribute jointly to the administration of the Building and to work cooperatively in its operations.

We believe that each student, family and community member connected to a school should have appropriate access to the publicly owned building facility in which the school is located.

We believe there should be equitable access to educational resources within a building facility based upon the number of students enrolled in a school and the mission of these schools.

We believe the autonomy and identity of each individual school is important to the success of that school and the building as a whole.

III. OWNERSHIP. The Board owns the Building, and retains final authority to determine how the building facility is used. The Parties must abide by the rules established by the Board and outlined in this MOU. The Board retains final authority of how the Building will be used.

IV. PHYSICAL SPACE. We believe in an equitable division of physical space within the building according to the specific needs of each school. Because these needs may change on a yearly basis, an Addendum/ Annual Sharing Agreement to this MOU will be agreed to and filed with the CPS Office of New Schools by July 1 each year. This Addendum/Annual

Sharing Agreement will outline the specific allocation of common spaces, classrooms, resource areas, offices, and entrances within the building.

V. CAMPUS MANAGER ROLES & RESPONSIBILITIES. The Campus Manager assumes responsibility for the mediation and resolution of disagreements between schools. This individual will work simultaneously to support each individual school and to serve as a neutral facilities coordinator for the entire Campus.

The Campus Manager shall be guided by the facility occupants' MOU and Sharing Agreement. General responsibilities of the Campus Manager include:

1. Management and supervision of shared staff members.
2. Management of shared facility budget and shared expenditures.
3. Serve as a liaison between the Shared Facility and Central Office on shared maintenance and operations issues.
4. Implementation and execution of the Sharing Agreement.
5. Mediation and resolution of disputes among the individual schools at a Shared Facility.
6. Negotiation of unanticipated expense between the individual schools for the Campus
7. Submission of weekly report to the Office of New Schools (if third party Campus Manager).

Any individual designated to fulfill the Campus Manager role shall be hired and supervised by the CEO or his designee but will be subject to annual performance reviews conducted by each of the individual schools at the Campus. The performance reviews shall be submitted to the CEO or his designee and shall be considered during a Campus Manager's overall evaluation.

VI. GOVERNANCE. We believe that collaborative governance is essential to the success of the Parties and the Building as a whole. We further believe that it is important to ensure that clarity exists with respect to the allocation of the various responsibilities associated with building governance. Therefore, we agree to the following general structure for building governance:

At a minimum, the Parties will meet at least once annually during the month of June to discuss and complete the Annual Sharing Agreement.

Other Agreements regarding Governance:

VII. COMMITMENT TO REGULAR MEETINGS. We believe in the importance and utility of regular communication between school leaders. Therefore, the Principals, Directors or designees of the Parties will meet at least once per month with the Campus Manager to determine space scheduling and to address relevant issues involving facilities and governance.

Topics to be discussed at regular meetings will include:

- Usage schedule for common areas
- Arrival and departure times of students and staff of each school
- Security issues
- Custodial issues and maintenance responsibilities
- Any other issues, challenges, or problems that may arise.
- Procedure for appropriate communication between parties.

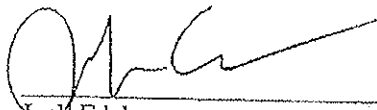
VIII. DISPUTE RESOLUTION PROCESS. We understand that no agreement can anticipate every contingency that may arise with respect to the operation of multiple schools and/or organizations within one building. However, we are hopeful that unanticipated contingencies can be resolved through a collaborative process involving all Parties to this agreement, and that matters can be resolved at the building level. Nevertheless, if an issue arises that cannot be resolved through such a process, the Parties, or any of them, may request to have a disagreement mediated by the Office of New Schools. The Office of New Schools will have authority to mediate the disagreement, or to designate an impartial mediator, and the decision reached by the Office of New Schools or their designee will be final.

IX. AMENDMENTS. To amend this MOU before the expiration of its one-year term, the amendment must be in writing and must be signed and dated by the Parties, the Area Instructor Officer with oversight responsibility of the Campus, and the Executive Director of the Department of New Schools Support. Approved amendments must be filed with the Office of New School Development.

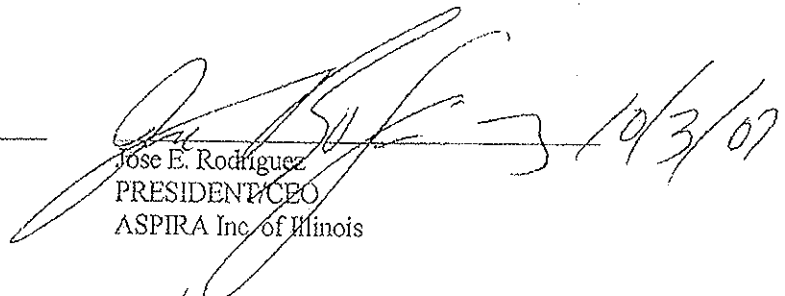
X. FILING. This document, the Addendum/Annual Sharing Agreements (including a floor plan which indicates space allocation), and any amendments shall be filed with the Office New Schools by July 1 of each year.

SIGNATURES

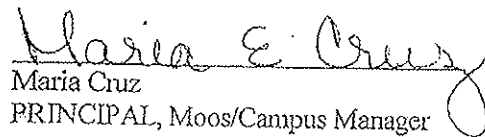
Signed By:



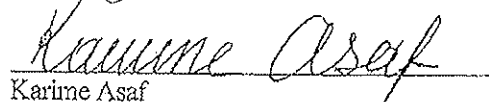
Josh Edelman
EXECUTIVE DIRECTOR,
OFFICE OF NEW SCHOOLS, CPS



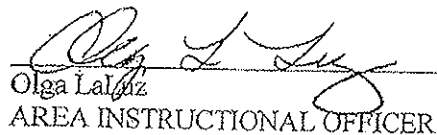
Jose E. Rodriguez
PRESIDENT/CEO
ASPIRA Inc. of Illinois



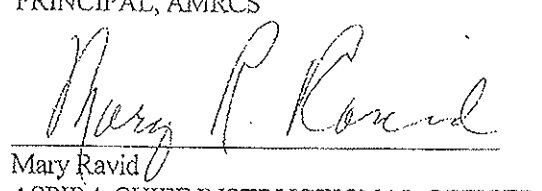
Maria Cruz
PRINCIPAL, Moos/Campus Manager



Karime Asaf
PRINCIPAL, AMRCS



Olga Lalenz
AREA INSTRUCTIONAL OFFICER



Mary Ravid
ASPIRA CHIEF INSTRUCTIONAL OFFICER

Dated: 10-3-07

**MOU Addendum: Annual Sharing Agreement Between
Bernhard Moos Elementary School and ASPIRA Inc. of Illinois for ASPIRA Mirta
Ramirez Computer Science High School Campus (AMRCS)**

PART ONE: PHYSICAL SPACE

I. CLASSROOMS

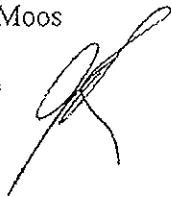
- A. Bernhard Moos Elementary School (Moos) will be housed in the following classrooms: All classrooms and space in the new building and the following classrooms in the old building: 208, 209, Gymnasium, 300, 301, 302, 303, 304, 306, 307, 308, 309, and 006.
- B. ASPIRA Mirta Ramirez Computer Science High School (AMRCS) will be housed in the following classrooms: 001, 002, 005, 005A, 100, 101, 102, 103, 106, 107, 108, 109, 200, 201, 202, 203, 204, 206, 207 and the lunchroom in the old building.

II. COMMON AREAS

A. Auditorium:

- 1. A calendar detailing the specific use of the auditorium by each party will be developed by both parties each month. Graduation and other special occasions should be scheduled as early as possible to avoid conflicting dates between both schools.
- 2. The monthly schedule will be submitted for the Campus Manager's, Moos Principal, approval at least 5 working days prior to the beginning of each month.
- 3. Any adjustments to the monthly schedule may be made from time to time by either party, only upon the mutual agreement of both parties.

B. Parking Lots:

- 1. AMRCS will use the South parking lot.
 - 2. Moos School will use the North parking lot.
 - 3. Moos will designate a parking space in the North parking lot for the stay overnight of the ASPIRA's van. The van will be use to transport students to internships and physical education programs in a daily basis.
 - 4. ASPIRA will be responsible for the cleaning of the South parking lot during snow days and the area in the North parking lot surrounding the ASPIRA van. ASPIRA will be responsible for moving the ASPIRA van from the parking lot to allow Moos the clearing of snow in the North parking lot.
 - 5. Under no circumstances will the ASPIRA van take or block any of the Moos parking spaces.
 - 6. A key to the ASPIRA van will be provided to the Moos Principal in the event of an emergency and with the authorization of ASPIRA.
- 

- C. Staff lunch space by exit 9 – ground level will be shared by both parties. Staff work area by exit 13 will be use by AMRCS staff.

III ENTRANCES AND EXITS

- A. Moos's students will enter and exit from Doors #2 and #14 in old building and all other doors in new building.
- B. AMRCS's students will enter and exit from Door # 1 and #14 in old building.
- C. AMRCS school schedule:
 - 1. AMRCS students are allowed in the auditorium from 7:15am to 8:00am Monday through Friday.
 - 2. School day starts at 7:00am and ends at 3:00pm.
 - 3. After school programs start at 3:00pm and end at 6:00pm Monday through Friday.
- D. During inclement weather Moos 5th, 6th, 7th and 8th grade students will enter the auditorium in the morning. The students will enter the school from the new building walk through the ground floor of the old building, across the old building's cafeteria and use the stairway in entrance #1 to reach the auditorium.

IV. OFFICE SPACE

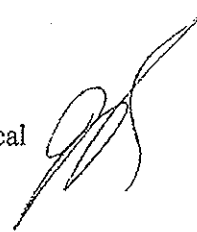
- A. Moos will use all office space in the new building.
- B. The main office on the first floor of the old building will be shared by both schools. The space designated for AMRCS will accommodate AMRCS Principal and Assistant Principal.
- C. AMRCS will have access to the key cabinet, and mailboxes in the main office located in the old building. AMRCS Principal will have keys to the main office.
- D. The time keeping device for the staff at AMRCS will be place in the main office space at the old building.

V. TEACHERS' WORK AREA

- A. Moos's teachers will use designated areas in new building.
- B. AMRCS's teachers will use open space inside Door # 13.

VI. ADDITIONAL ITEMS

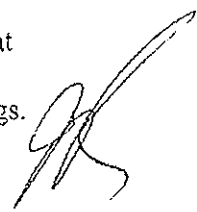
- A. Storage Closets.
 - 1. Moos will use its current storage space in the book room and supply room of the old building.
 - 2. AMRCS will not have storage facility.
- B. Other:
 - 1. The cost of furnishing the room 006 will be assumed by ASPIRA.
 - 2. AMRCS will use the southwest corner of the front of the building for physical education activities with appropriate supervision.



3. The intercom system between the two buildings will be split according to the classroom usage between the two schools with separate panels. (See Part I.A and I.B) The cost of changing the intercom system will be assumed by ASPIRA.
4. The bell system between the two buildings will be split between Moos and AMRCS. AMRCS will provide the bell schedule. The cost of changing the bell system will be assumed by ASPIRA.
5. The CPS wireless access points needs to be removed in the old building's basement, 1st and 2nd floor only, with the exception of the access points outside of rooms 208 and 209 of the old building to allow AMRCS the installation of its own wireless access points. AMRCS Principal will have keys to the closet to the room 207. The IDF area in room 207 will be use for AMRCS MDF room and the installation of the server and switches that will provide internet access and phones for AMRCS. The installation of the T1 line and the wireless access points cost will be assumed by ASPIRA. ASPIRA guarantees that all Moos wireless access points will function without interference.
6. ASPIRA will work with CPS Information Technology Service (ITS) to assure the installation and approval of the internet system of the old building.
7. The door bell system at Door #1 will be split between Moos and AMRCS. The cost will be assumed by ASPIRA.
8. AMRCS will install a security monitor and a buzzer in room 005A of the old building.
9. All physically disabled students, parents and community members will be permitted to use Moos Door #3 and have access to ramps and elevator to be ADA compliant. Signage needs to be displayed outside of AMRCS and Moos schools indicating that the handicapped entrance/exit is Door # 3 for Moos and AMRCS schools.
10. Keys to doors #13/ #1, door #8 and main office in old building will be provided to AMRCS Principal. AMRCS Principal will have a special code to for the building security system. Cost to duplicate keys will be assumed by ASPIRA.
11. The Safety and Security Plan will be developed by each school and it will include the Fire and Disaster drill procedures.
12. The principals of both schools will remain in constant communication, at least once a week, to quickly resolve any issues that may arise in the day to day operations.
13. Moos Principal will periodically report on the progress of the Moos and AMRCS sharing of building space at the Moos LSC meetings.
14. Moos and AMRCS will share with the community the progress of the sharing of the building space.

PART TWO: OPERATIONAL ISSUES

I. PHYSICAL PLANT

- A. CPS Moos Engineer and/or Moos Principal will open and close both school buildings each weekday morning and evening.
 - C. CPS Moos Engineer or designee will be in charge of turning on and off the lights at both school buildings.
 - D. CPS Moos Engineer will be in charge of the HVAC system at both school buildings.
- 

II. ENGINEER STAFF

- A. Moos Principal will supervise the CPS Engineer.
- B. Moos Principal will monitor and communicate with the CPS Engineer on behalf of both schools in the buildings.
- C. ASPIRA will assume the cost of the Engineer/Custodial Staff during any AMRCS after 6pm events.

III. CUSTODIAL STAFF

- A. CPS will provide the custodial staff for both school buildings.
- B. Concerns regarding CPS custodial services will be directed to Moos Principal.

IV. SECURITY

- A. Moos Principal and AMRCS Principal will have separate security codes to the electronic security system. AMRCS Principal will have access to the school seven days a week and 24 hours a day.
- B. CPS Engineer or Moos Principal will be responsible to disengage the security system each morning and set the system each night for both school buildings.
- C. Security staff will be hired and supervised by:
 - 1. Moos Principal for CPS Moos Elementary School.
 - 2. AMRCS's Principal for AMRCS. ASPIRA hires and supervises its own security personnel.
- D. ASPIRA's Security personnel will assist with the entrance and exit of Moos students through Door #2 and Door #14 as per Moos Principal's request.
- E. ASPIRA will provide security during AMRCS after school activities.

V. ABSENCE

- A. Each Principal, Moos Principal and AMRCS Principal, will designate a person in case of their absence.

VI. OTHER

- A. A mutually agreeable mediator by Moos and ASPIRA will be assigned, as needed, to intervene and negotiate any areas of disagreement between Moos and AMRCS.

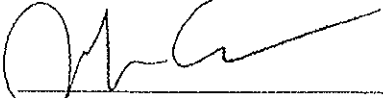
VII. BLUEPRINT/MAP OF SCHOOL

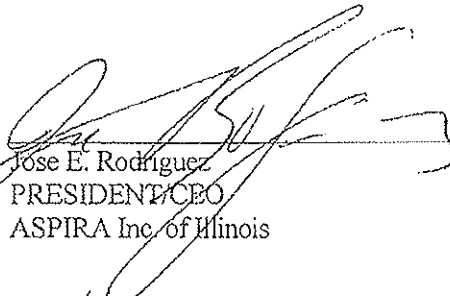
- A. Please attach a labeled blueprint or map of the Campus which details the space to be utilized by each individual school.


A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.


VIII. SIGNATURES

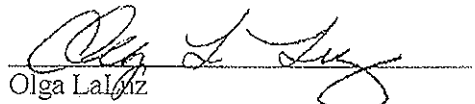
Signed By:

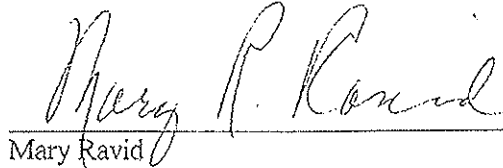

Josh Edelman
EXECUTIVE DIRECTOR,
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 10/3/07
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Maria Cruz
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Karime Asaf
PRINCIPAL, AMRCS


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AREA INSTRUCTIONAL OFFICER


Mary Ravid
ASPIRA CHIEF INSTRUCTIONAL OFFICER

Dated: 10-3-07