

**LEASE AGREEMENT  
NOBLE NETWORK OF CHARTER SCHOOLS  
(Cregier 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 **NOBLE NETWORK OF CHARTER SCHOOLS**, an Illinois not for profit corporation (**"Tenant"**).

**RECITALS:**

A. Landlord is the owner of the Cregier School (to be called Chicago Bulls Prep School), located at 2040 W. Adams, Chicago, Illinois (the **"School"**).

B. From the Effective Date through June 30, 2012, Landlord desires to lease a portion of the School consisting of the third (3<sup>rd</sup>) floor and certain storage areas located in the second (2<sup>nd</sup>) floor server room and the basement. (the **"Initial 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"**). Shared use of the Premises shall be subject to that certain Memorandum of Understanding attached hereto and, by this reference made a part hereof, as Exhibit "A."

C. Effective July 1, 2012 through June 30, 2014, Landlord shall lease the entire School building and grounds consisting of One Hundred Thirty One Thousand (131,000) square (the **"Expanded Premises"**) for the Use, and the Memorandum of Understanding shall become null and void as of June 30, 2012.

**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. **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, 2014, (the **"Term"**). Notwithstanding the foregoing, if: (i) Tenant's charter is terminated or not renewed for any reason; or (ii) Tenant otherwise ceases to operate the Premises for the Use, this Lease shall terminate on the first to occur of, the date said charter is terminated or not renewed; or the date Tenant so ceases to operate the Premises for the Use.

2. **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.

3. **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) From, and after July 1, 2012, Tenant shall be the sole occupant of the Expanded 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.

(iii) Tenant shall be bound by such election for the entire 2009-2010 school year ("**Pilot Period**"). In the event Landlord extends its Operating Services procurement plan beyond the Pilot Period, Tenant shall again have the option (as set forth in section A(i) above) to choose how it will receive Operating Services for the 2010-2011 school year. Further, in the event this Lease is extended or renewed beyond the Term, Tenant shall have the option to choose its Operating Services provider(s) every third (3<sup>rd</sup>) school year of any renewal or extension Term commencing as of the 2014-2015 school year.

**B Shared Occupancy with a Chicago Public School or a contract school.** During the period commencing on the Effective date, through June 30, 2012 Tenant shall share the Initial Premises, with a Chicago Public School. Tenant's sole option, during that period shall be to procure all Operating Services from Landlord. Tenant shall pay for its pro-rata share of such Operating Services at Landlord's current rates and in accordance with Landlord's procedures.

**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, 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 agrees that, if it opts to procure any Operating Services from Landlord, Tenant 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 12.

4. **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.

5. **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

6. **TENANT'S COVENANTS.** Tenant covenants, at all times during the Lease Term and any extension or renewal of the 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.

7. **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.

8. **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.

9. **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).

10. **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.

11. **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.

12. **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.

13. **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.

14. **SECURITY.** The party responsible for security under Paragraph 3 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.

15. **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: Noble Network of Charter School  
1010 N. Noble Street  
Chicago, Illinois 60622  
Attention: Michael Milkie

If to Landlord: Board of Education of the City of Chicago  
125 South Clark Street, 16<sup>th</sup> 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<sup>th</sup> 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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

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

22. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be deemed or construed by the parties hereto nor 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.

23. **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.

24. **MEMORANDUM OF UNDERSTANDING.** A Memorandum of Understanding, a copy of which is attached hereto and 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 matters set forth in Section 3 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 Agreement 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: \_\_\_\_\_

Michael Scott, President

Attest: \_\_\_\_\_

Estela G. Beltran 9/3/09  
Estela G. Beltran, Secretary

Board Report Number: 09-0527-OP3-1

Approved as to legal form:

\_\_\_\_\_  
Patrick J. Rocks, General Counsel

Date Executed by Landlord: 9/3/09

**TENANT:**

**NOBLE NETWORK OF CHARTER SCHOOL**

By: \_\_\_\_\_

Michael Milkie

Name: Michael Milkie

Title: CEO

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Jessica Flores

Name: Jessica Flores

Title: Secretary

**EXHIBIT “A”**

**MEMORANDUM OF UNDERSTANDING**

[See Attached]



# **MEMORANDUM OF UNDERSTANDING FOR SHARING ONE SCHOOL BUILDING OR CAMPUS CREGIER SCHOOL**

This Memorandum of Understanding for sharing one school building or campus (“**MOU**”) by and among the Board of Education of the City of Chicago, a body politic and corporate (the “**Board**”), Best Practices High School (“**BP**”), and Chicago Bulls College Prep (“**Bulls**”). BP and Bulls shall be referred to herein as a “**School**” and collectively, the “**Schools**”. The Schools and the Board shall be referred to collectively as the “**Parties**.”

## **RECITALS**

- A. Pursuant to Policy 410.7 (Shared Facility Policy) The shared facility policy (the “**Policy**”) as set forth in the Chicago Public Schools Policy Manual, the Board expressed its intent to create more small schools that would share one facility which had originally been purposed to house one school with a large student population.
- B. As a result of the Policy, the Board has created some Shared Facilities (as hereinafter defined) in school buildings owned or leased by the Board. The creation of such Shared Facilities shall not, in any way, affect the Board’s right and ability to promulgate and enforce rules established by the Board regarding the use of the Building (as hereinafter defined). A “**Shared Facility**” is a Board owned or leased building that houses more than one school, each of which is autonomous and has its own: (i) school leader(s); (ii) governing body; and (iii) CPS identification number. The Shared Facility which is the subject of this MOU is that certain school building located at 2040 West Adams, Chicago, Illinois (the “**Building**”).
- C. Bulls is leasing its share of the Building pursuant to that certain Lease dated \_\_\_\_\_, 2009 by and between Bulls and the Board (the “**Lease**”).
- D. The Policy requires that, prior to occupation of a Shared Facility, each School to occupy a Shared Facility enter into this MOU and a Sharing Agreement (as hereinafter defined and attached hereto as Exhibit A, and made a part hereof by this reference). The purpose of this MOU is to memorialize all mutually agreed upon principles regarding the Shared Facility and to define the role of the Campus Manager (as hereinafter defined). The “**Sharing Agreement**” is an exhibit to this MOU identifying what portions of the campus shall be occupied by each School, and what portions of the campus shall be shared or designated as common areas.
- E. In accordance with the Policy, the parties have agreed to enter in this MOU for purposes of memorializing the mutually agreed upon principles regarding the Shared Facility, and defining the role of the campus manager for the Shared Facility.

**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 is hereby acknowledged and the mutual covenants and agreements contained in this MOU, the parties agree as follows:

1. **Guiding Principles:** The Policy is based on the following six (6) principles which are essential for the successful operation of the Shared Facility;

- A. The commitment to an equitable use of the Building in order to ensure that each School will reap the greatest benefit from the Shared Facility to create more equitable access to educational resources for each School.
- B. The establishment and maintenance of strong relationships among leaders of both Schools, in order to enable such leaders to contribute jointly to the administration of the Building, and to work cooperatively in its operations.
- C. Agreeing upon strategies and plans to create physical space and visual cues to help foster autonomy and a distinctive identity for each School in the Building.
- D. Ensuring that this MOU and the Sharing Agreement contain sufficient detail to create a clear record of the agreements and responsibilities of each School with respect to the shared use and occupancy of the Building.
- E. Develop and memorialize a fair and equitable conflict resolution process to help with enforcement of any rights or obligations contained in this MOU.
- F. Pooling of resources to better serve students of each School by capitalizing on the benefits of the use of a Shared Facility.

2. **Term:** This MOU shall commence on the effective date of the Lease and shall end on June 30, 2012 (the “**Term**”) unless the Lease is terminated, or the Parties agree otherwise..

3. **Physical Space:** The Parties are committed to the equitable division of physical space within the Building according to the specific needs of each School. As these needs may change, on a yearly basis the renewal, amendment or addendum to the Sharing Agreement shall outline the specific allocation of common spaces, classrooms, resource areas, offices and entrances within the Building as agreed to, executed and filed with the Chicago Public Schools (“**CPS**”) Office of New Schools by July 1 of each year of the Term, as renewed or extended in accordance with the terms hereof .

4. **Campus Manager Roles and Responsibilities:** The Shared Facility shall have a Campus Manager. The primary role of the Campus Manager, on behalf of the Board, is to be the first point of contact with the leaders of each School. The Campus Manager is responsible for, but not limited to, performing the following activities under the guidance of the Schools, the MOU and the Sharing Agreement:

- A. Assuming responsibility for the mediation and resolution of disagreements between Schools by working simultaneously with leaders of each School to support each individual School, and serve as a neutral facilities coordinator for the entire Campus.
- B. Management and supervision of shared staff members including, but not limited to, the Building engineer, and custodial, security and food services staff.
- C. Management of the Shared Facility budget and shared expenditures.
- D. Serving as liaison between the Schools and the central office of the Board on shared maintenance and operations issues.
- E. Ensuring execution and implementation of the Sharing Agreement and of each annual renewal or amendment.
- F. Mediation and resolution of disputes among the individual Schools at the Shared Facility.
- G. Negotiation of unanticipated expenses between the individual Schools for the campus
- H. Submission of a weekly report to the Office of New Schools.

Any individual designated to fulfill the Campus Manager role shall be hired and supervised by the CEO, or designee, of the Board but shall be subject to annual performance reviews conducted by designees of each School located on the campus. Those performance reviews shall be submitted to the CEO or designee, and shall be taken into consideration when the Campus Manager's overall evaluation is prepared.

5. **Governance:** To ensure that clarity exists with respect to the School's agreements associated with governance of the Building, the Parties agree to the following general structure for Building governance:

- A. To meet, at a minimum, in June of each year of the term to discuss and complete the annual renewal or amendment of the Sharing Agreement.
- B. To grant, to the Campus Manager, the authorities shown on Exhibit B attached hereto, and by this reference, made a part hereof.

6. **Commitment to Regular Meetings:** The principals, directors or designees of each School will meet, at least once per month, with the Campus Manager to discuss the following, and any other issues that may have arisen between the previous and current monthly meeting:

- A. Usage schedule for common areas
- B. Arrival and departure times of students and staff of each School
- C. Campus security issues.
- D. Food Services issues
- E. Custodial issues and maintenance responsibilities
- F. Any other issues, challenges, or problems that may have arisen.
- G. If necessary, the procedure for appropriate communication between the Parties.

7. **Dispute Resolution Process:** In the event an unanticipated issue arises with respect to the operation of the Schools or the Building, the Parties agree to use their best efforts to resolve

all such issues at the Building level. If an issue arises that cannot be resolved at the Building level, the Schools shall request that the issue be mediated by the Office of New Schools, the Office of the Chief Education Officer, and/or the Office of the Area Instructional Officer of the Board. These offices will have authority to mediate the issue or to designate an impartial mediator. The final decision, which shall be binding on all Parties, will rest with the Chief Executive Officer of The Board.

8. **Filing:** This MOU, the annual renewal and/or amendment to the Sharing Agreement (including a floor plan which indicates space allocation), and any other amendments shall be filed with the Office New Schools by July 1 of each year.

9. **Notices to Parties.** All notices required under this MOU shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. All notices shall be deemed received when: (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE BOARD:** Board of Education of the City of Chicago  
Department of Operations  
125 South Clark Street, 16<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attn:  
Fax:

with a copy to: General Counsel  
Board of Education of the City of Chicago  
125 South Clark Street, 7<sup>th</sup> Floor  
Chicago, Illinois 60603  
Fax: (773) 553-1701

**IF TO BP:** Best Practices High School  
2040 West Adams  
Chicago, Illinois  
Attn: Dr. William Johnson


**IF TO BULLS:** Noble Network of Charter School  
1010 N. Noble Street  
Chicago, Illinois 60622  
Attention: Michael Milkie

10. **Entire Agreement; Amendment.** Except as otherwise provided herein, this MOU contains the entire agreement of the Parties with respect to the subject matter herein supersedes all prior agreements, negotiations and discussions with

respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties as reflected by a written instrument executed by the Parties hereto

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date and year first set forth above.

  
PRINCIPAL OF BEST PRACTICES

 9/2/09  
PRINCIPAL OF CHICAGO BULLS  
COLLEGE PREP

  
CAMPUS MANAGER

\_\_\_\_\_  
EXECUTIVE OFFICER,  
OFFICE OF NEW SCHOOLS

\_\_\_\_\_  
DIRECTOR OF SCHOOL SUPPORT  
OFFICE OF NEW SCHOOLS

\_\_\_\_\_  
ARE A INSTRUCTIONAL OFFICER  
ARE A INSTRUCTION OFFICE

\_\_\_\_\_  
CHIEF EDUCATION OFFICER,  
OFFICE OF EDUCATION

MOU Addendum: Annual Sharing Agreement  
Between Noble Street-Chicago Bulls College Prep and Best Practice High School  
2009-2010 School Year

**PART ONE: PHYSICAL SPACE**

**I. CLASSROOMS**

- a. Noble Street-Chicago Bulls College Prep classrooms will be housed exclusively on the 3<sup>rd</sup> floor of the 2040 W. Adams building. Excepting the Common Areas (listed in part II of the MOU), no instructional programming is expected to occur on the 2<sup>nd</sup>, 1<sup>st</sup>, or basement floors for Chicago Bulls College Prep. Additional storage space for Noble Street-Chicago Bulls College Prep will be held in the basement and the server room (2<sup>nd</sup> floor) as detailed in the storage section below.
- b. Best Practice High School classrooms will be housed exclusively on the 2<sup>nd</sup>, 1<sup>st</sup>, and basement floors of the 2040 W. Adams building. No instructional programming is expected to occur on the 3<sup>rd</sup> floor for Best Practice High School. Additional storage space for Best Practice High School will be held in the basement and the server room (2<sup>nd</sup> floor) as detailed in the storage section below.

**II. OFFICE SPACE**

- a. Noble Street-Chicago Bulls College Prep will use room 309 as their primary office space. Other rooms will be used on the 3<sup>rd</sup> floor as necessary for conference rooms, teacher work areas, counseling, storage, and/or special needs offices.
- b. Best Practice High School will use rooms 100, 108, the Principal's Office, 107, 113B, and 109 as their primary office spaces. Other rooms will be used on the 1<sup>st</sup> floor as necessary for conference rooms, teacher work areas, counseling, storage, and/or special needs offices.

**III. MAIN ENTRANCES AND EXITS**

- a. Noble Street-Chicago Bulls College Prep will enter and exit from the west (Touhy Park) side of the building. This includes all staff, students, and parents. Visitors will be permitted to enter via the south entrance, which will be shared with Best Practice, but they will be encouraged to use the west entrance. The South entrance will also be used for an accessible entrance once ADA improvements are made as part of CPS/CSA scope of work.
- b. Best Practice High School will enter and exit from the east (Seeley) side of the building. This includes all staff and students. Visitors and parents will be permitted to enter via the south entrance, which will be shared with Noble Street-Chicago Bulls College Prep. The south entrance will also be used for an accessible entrance once ADA improvements are made as part of CPS/CSA scope of work.

## IV. STORAGE

- a. ~~Noble Street-Chicago Bulls College Prep~~ will have all storage space on the 3<sup>rd</sup> floor for instructional uses, in the server room adjacent to the second floor library for IT and technology infrastructure purposes, in the basement for mechanical equipment and engineering repair purposes, and in the kitchen for dry goods and food preparation purposes. No other storage locations will be used by ~~Noble Street-Chicago Bulls College Prep~~ on a regular basis. As necessary, storage agreements may be created on a temporary basis in or near common areas for special events or activities such as plays, assemblies, performances, etc. with advance notice and agreed to by both Principals.
- b. ~~Best Practice High School~~ will have all storage space on the 1<sup>st</sup> and 2<sup>nd</sup> floor for instructional or other uses, in the server room adjacent to the second floor library for IT and technology infrastructure purposes, in the basement for mechanical equipment and engineering repair purposes, and in the kitchen for dry goods and food preparation purposes. As necessary, storage agreements may be created on a temporary basis in or near common areas for special events or activities such as plays, assemblies, performances, etc. with advance notice and agreed to by both Principals.

## V. APPENDICES

- a. Blueprint/map of school - A labeled blueprint or map of the Campus which details the space to be utilized by each individual school is attached as appendix A.
- b. School year calendar - school year calendar for each school is attached as appendix B.

## VI. SIGNATURES

Signed By:

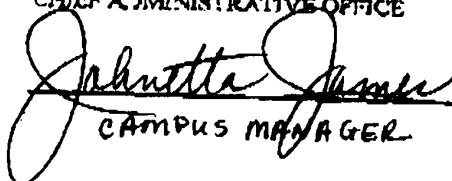
  
PRINCIPAL OF NOBLE BULLS 6/29/09

  
PRINCIPAL OF BEST PRACTICE 6/29/09

AREA INSTRUCTIONAL OFFICER

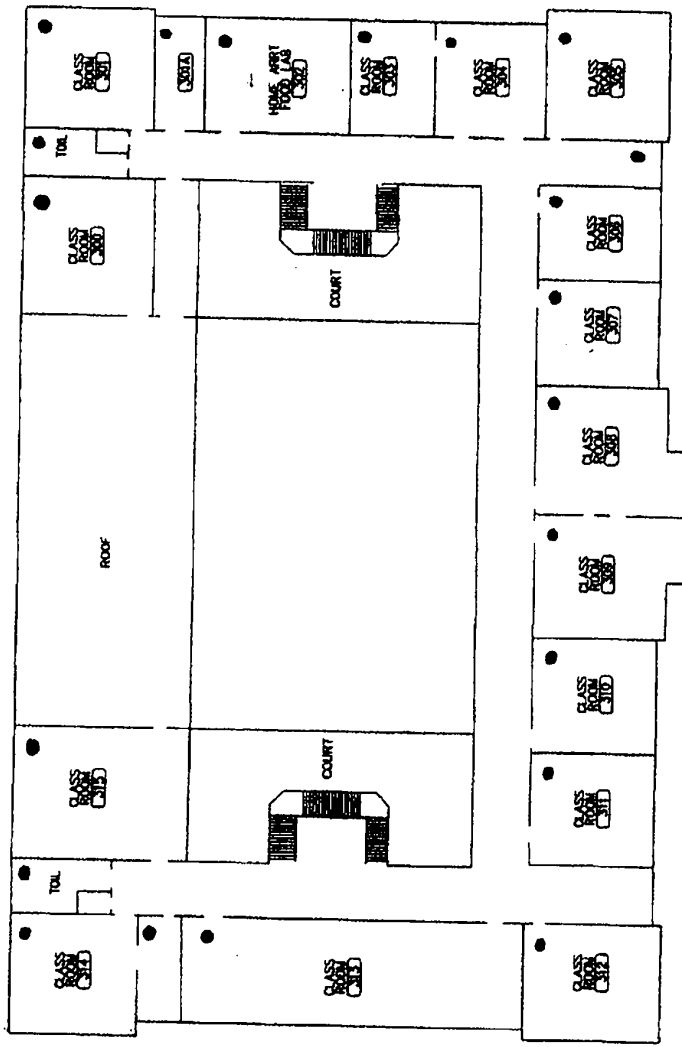
DIRECTOR OF BUSINESS  
SERVICES  
OFFICE OF NEW SCHOOLS

CHIEF ADMINISTRATIVE OFFICER,  
CHIEF ADMINISTRATIVE OFFICE

  
CAMPUS MANAGER

CHIEF EDUCATION OFFICER,  
CHIEF EDUCATION OFFICE

# Appendix A



- Legend*
- = Chicago Bulls
  - ▲ = Best Practice
  - = Shared

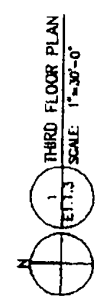
CHICAGO PUBLIC SCHOOLS  
CAPITAL IMPROVEMENT PROGRAM  
ADMIN CONNECTIVITY PHASE

CREGIER MULTIPLEX  
BEST PRACTICES

THIRD FLOOR PLAN

1020

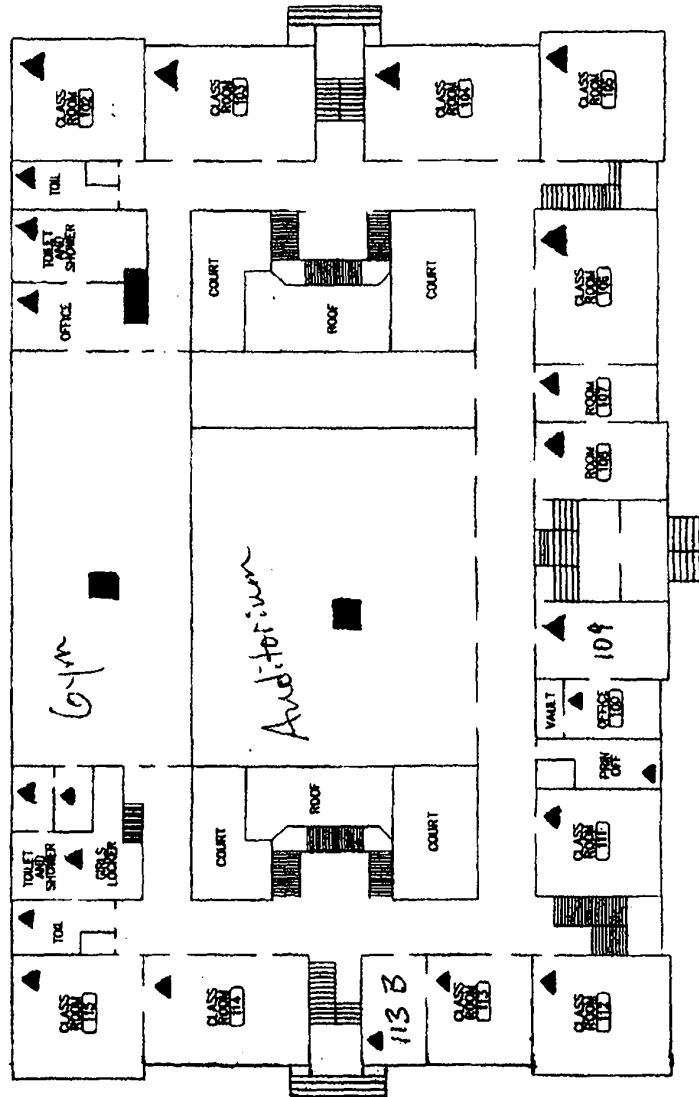
(1999)





# Appendix A

- Legend
- = Chicago Bulls
  - ▲ = Best Practice
  - = Shared

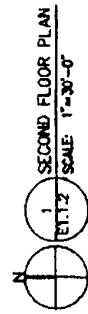
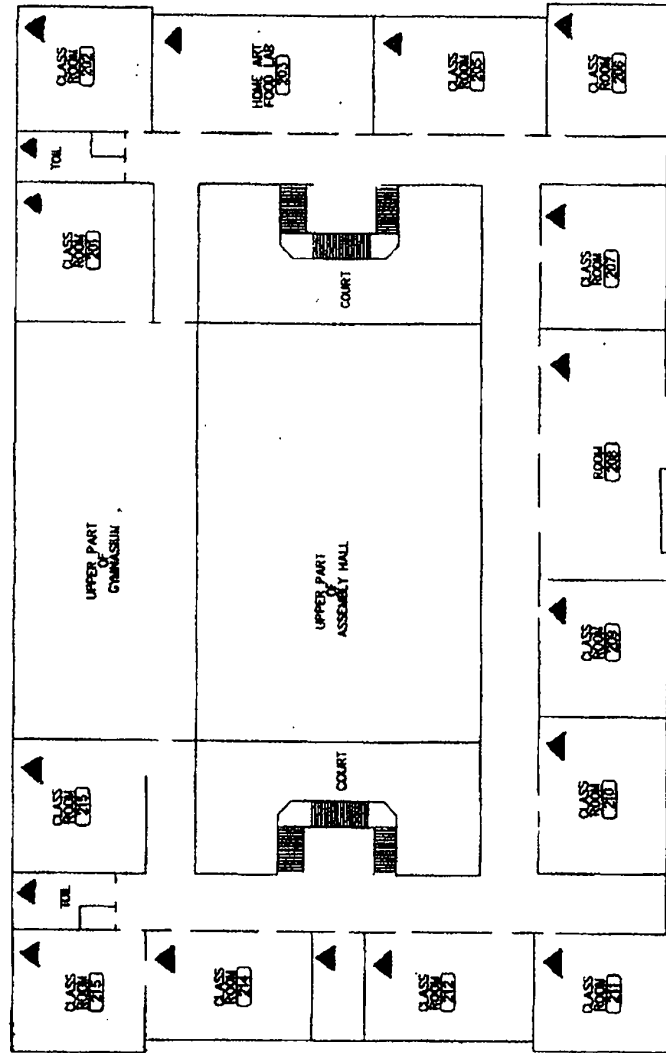


CHICAGO PUBLIC SCHOOLS CAPITAL IMPROVEMENT PROGRAM ADMIN CONNECTIVITY PHASE	
GREGIER MULTIPLEX BEST PRACTICES	DATE: 10/20
FIRST FLOOR PLAN	
(1200)	

# Appendix A

Legend

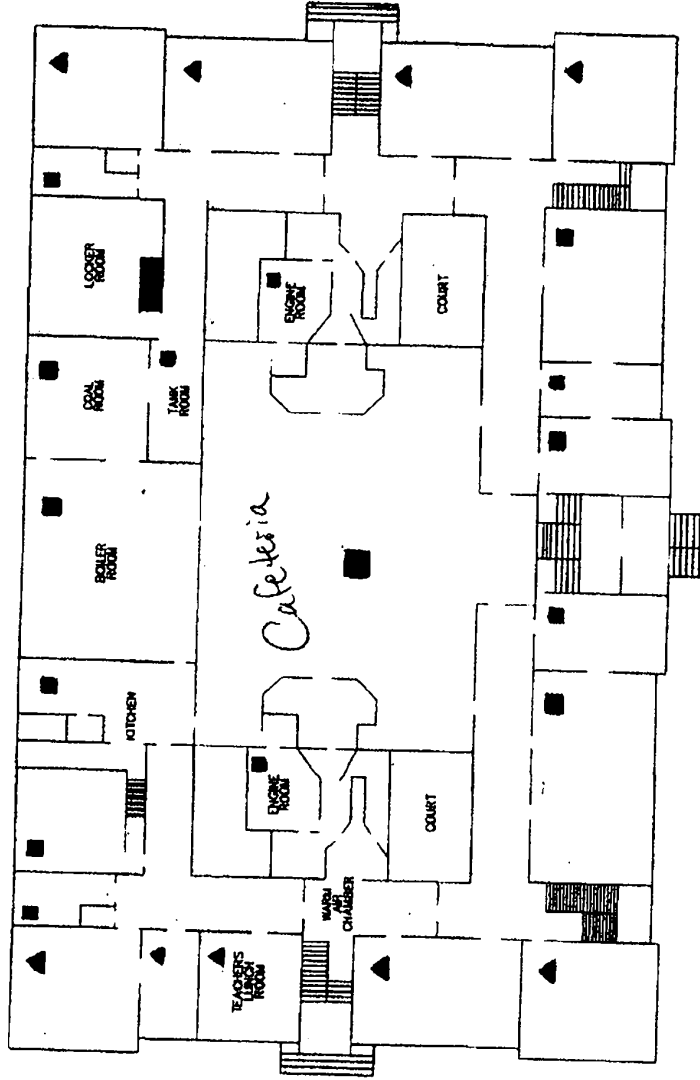
- = Chicago Bulls
- ▲ = Best Practice
- = Shared



CHICAGO PUBLIC SCHOOLS CAPITAL IMPROVEMENT PROGRAM ADMIN CONNECTIVITY PHASE	
CREGIER MULTIPLEX BEST PRACTICES	UNIT NO. 1020
SECOND FLOOR PLAN	

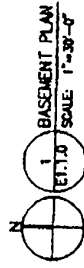
(1999)

# Appendix A



## Legend

- = Chicago Bulls
- ▲ = Best Practice
- = Shared



CHICAGO PUBLIC SCHOOL CAPITAL IMPROVEMENT FUND ADMIN CONNECTIVITY PHASE
CREGIER MULTIPLEX BEST PRACTICES
BASEMENT PLAN

# 2009 - 2010 REGULAR SCHOOL CALENDAR ELEMENTARY AND HIGH SCHOOLS

 Ron Huberman  
Chief Executive Officer

SEPTEMBER 2009					JANUARY 2010					APRIL 2010					SUMMER SCHOOL SESSION				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	JUNE 2010				
		2+	3+	4+					(1)				11/	12/	M	T	W	T	F
7*	8	9	10	11	4	5	6	7	8	5	6	7	8	9Q	21e	22e	23e	24e	25e
14	15	16	17	18	11	12	13	14	15	12	13	14	15	16	28	29	30		
21	22	23	24	25	18*	19	20	21	22	19	20	21PE	22PH	23					
28	29	30			25	26	27	28	29Q	26	27	28	29	30					
OCTOBER 2009					FEBRUARY 2010					MAY 2010					JULY 2010				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	1	2	3	4	5	3	4	5	6	7					
5	6	7	8	9	8	9	10	11	12*	10	11	12	13	14	5	6	7	8	9
12*	13	14	15	16	15*	16	17	18	19	17	18	19	20	21	12	13	14	15	16
19	20	21	22	23	22	23	24	25	26	24	25	26	27	28	19	20	21	22	23
26	27	28	29	30						31*					26	27	28	29	30
NOVEMBER 2009					MARCH 2010					JUNE 2010					AUGUST 2010				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6Q	1*	2	3	4	5		1	2	3	4	2	3	4	5	6
9	10	11*	12	13	8	9	10	11	12	7	8	9	10	11	9	10	11	12	13
16	17	18PE	19PH	20	15	16	17	18	19	14	15	16	17+	18Q	16	17	18	19	20
23	24	25	26*	27*	22	23	24	25	26										
30					129/	130/	131/												
DECEMBER 2009																			
M	T	W	T	F															
	1	2	3	4															
7	8	9	10	11															
14	15	16	17	18															
121/	122/	123/	124/	125/															
(28)	(29)	(30)	(31)																

## LEGEND

( ) School closed - No salary paid  
+ Teacher Institute Days  
Q End of Quarter  
# Professional Development Days  
— Days of non attendance for students

// Salary is paid except as provided for by Budgetary Action  
• Holidays  
PH Full Day Parent-Teacher Conference - High School  
PE Full Day Parent-Teacher Conference - Elementary School  
e Emergency Days - school in session if student days fall below 170 (summer school would begin and end later as necessary)

**BOLD** no classes for students; staff development days for School Improvement Planning

## \*HOLIDAYS 2009 - 2010

September 7 ..... Labor Day  
October 12 ..... Columbus Day  
November 11 ..... Veterans Day Observance  
November 26, 27 ..... Thanksgiving Holiday  
January 18 ..... M.L. King's Birthday  
February 12 ..... Lincoln's Birthday  
February 15 ..... Presidents Day  
March 1 ..... C. Pulaski's Birthday  
May 31 ..... Memorial Day

NOTES: Friday, November 27, 2009 - holiday for office employees

- **NEW STUDENT ENROLLMENT TARGET DATE** - June 12, 2009 is the deadline for students enrolling for the 2009-2010 school year.
- **CLASSES BEGIN** - Tuesday, September 8, 2009. Students are scheduled for a full day of school.
- **TEACHER INSTITUTE DAYS (\*)** - Wednesday, September 2, 2009; Thursday, September 3, 2009; Friday, September 4, 2009, and Thursday, June 17, 2010. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days held or approved by the State Superintendent of Instruction for teacher in-service workshops or equivalent professional educational experiences such as educational gatherings, demonstrations of instructional materials, visitation of other schools, institutions or facilities. Teacher Institute Days are fully principal directed.
- **PROFESSIONAL DEVELOPMENT DAYS (#)** - Friday, November 6, 2009, Friday, January 29, 2010 and Friday, April 9, 2010. On these days teachers are to report at the regular time. These are non-attendance days for students. Professional development days are half principal directed/ half teacher directed.
- **STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES)** - Friday, September 25, 2009 (School directed); Friday, October 23, 2009 (Central Office/Area directed); Friday, December 4, 2009 (School directed); and Thursday, February 11, 2010 (Central Office/Area directed).
- **PROGRESS REPORT DISTRIBUTION DAYS** - Elementary and High Schools will distribute Student Progress Reports during the 6<sup>th</sup> week of each marking period on Wednesday, October 14, 2009; Wednesday, December 16, 2009; Wednesday, March 10, 2010, and Wednesday, May 19, 2010.
- **REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (PE/PH)** - Elementary schools on Wednesday, November 18, 2009 and Wednesday, April 21, 2010; high schools on Thursday, November 19, 2009 and Thursday, April 22, 2010. The elementary school dates are non-attendance days for students in elementary schools. The high school dates are non-attendance days for students in high schools.
- **REPORT CARD DISTRIBUTION DAYS** - For second marking period, Wednesday February 3, 2010; for fourth marking period, Friday, June 18, 2010.
- **WINTER VACATION** - Schools close at the end of the school day on Friday, December 18, 2009 and reopen on Monday, January 4, 2010.
- **SPRING VACATION** - Schools close for students at the end of the school day Friday, March 26, 2010 and reopen on Monday, April 5, 2010.
- **GRADUATION DATES** - Elementary graduation may not be held prior to the week of June 14, 2010. High school graduation may not be held prior to Friday, June 11, 2010.
- **PRESCHOOL PRE-REGISTRATION AND KINDERGARTEN PRE-REGISTRATION** - The suggested dates are April 12, 2010 through April 16, 2010.
- **SUMMER VACATION** - Schools close for students on Friday, June 18, 2010.

## REGULAR SUMMER SCHOOL SESSIONS FOR ELEMENTARY AND HIGH SCHOOLS

Grades 3-5-8 SUMMER PROGRAM will operate for six weeks beginning Monday, June 21, 2010 and ending Friday, July 30, 2010.

HIGH SCHOOL SUMMER PROGRAM will operate for seven weeks and may start on June 21, June 28 or July 5, 2010 at the discretion of the high school and end on August 6, August 13 or August 20, 2010

Last revised 4/1/09



# NOBLE STREET CHARTER SCHOOL

OPERATED BY THE NOBLE NETWORK OF CHARTER SCHOOLS

Appendix B

Noble \* Pritzker \* Rauner \* Rowe-Clark \* Golder \* Gary Comer \* UIC \* Chicago Bulls \* Muchin

AUGUST						
S	M	T	W	T	F	S
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

DECEMBER						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

SEPTEMBER						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JANUARY						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY						
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16	17	18	19	20	21	22
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30	31					

OCTOBER						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
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21	22	23	24	25	26	27
28	29	30				

JUNE						
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20	21	22	23	24	25	26
27	28	29	30			

NOVEMBER						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY						
S	M	T	W	T	F	S
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## Notable Dates

Freshmen first day August 24  
 Grades 10-12 first day August 31  
 Labor Day September 7  
 Columbus Day October 12  
 Veterans' Day November 11  
 Thanksgiving Break November 26 - 27  
 Winter Holiday Dec. 21 - Jan. 1

MLK Day January 18  
 President's Day February 15  
 Spring Break March 29 - April 2  
 PSAT testing April 28 - 29  
 Memorial Day May 31  
 Post Plan & Explore June 9  
 Students' last day June 18  
 Indep. Day (obs.) July 5

## 2009-2010 Academic Calendar

## Terms

	Start	End	RCPU	Interim Assessmt.
Q1	August 24	October 30	November 6	October 16
Q2 / Sem. 1	October 19	January 22	January 22	December 11
Q3	January 20	March 26	April 9	March 5
Q4 / Sem. 2	March 29	June 18	June 22	May 14
Summer School	June 28	August 12		

**Key**  
 □ Holidays (no school for students & staff)  
 ◆ No classes; offices open  
 ○ Staff development (students no school)  
 △ Standardized testing  
 ☆ Interim Assessments  
 RCPU Report Card Pick-up

MOU Addendum: Annual Sharing Agreement  
Between Noble Street-Chicago Bulls College Prep and Best Practice High School  
2009-2010 School Year

**PART TWO: OPERATIONAL ISSUES**

**I. COMMON AREAS**

- a. The schools will share the following Common Areas: the cafeteria, the gymnasium, the auditorium, the nearby (Touhy) park, and the parking lot. Details of this share are noted below.
  - i. Best Practice High School will have exclusive use of the library, located on the second floor.
- b. A central schedule detailing the specific use of the Common Areas for each month will be agreed to, posted publicly, and distributed to each school office by the first school day of the month. Guidelines for this schedule are as follows:
  - i. Shared space guidelines
    - 1. Gymnasium: Best Practice High School will have primary use of the gym during the school day, from 7am to 4:30pm. Chicago Bulls College Prep will have primary use of the gym after school beginning at 4:30pm. Special events or other uses will be scheduled as necessary.
    - 2. Cafeteria: Best Practice High School will have exclusive use of the cafeteria from 7:15am to 8:15am, and again during the lunch period from 11:45am to 12:35pm. Chicago Bulls College Prep will have exclusive use of the cafeteria from 6:30am to 7:15am, and again during the lunch period from 11:10am to 11:35am Monday through Thursday, and 12:55pm to 2pm on Friday. Special events or other uses will be scheduled as necessary.
    - 3. Auditorium: Chicago Bulls College Prep will have primary use of the auditorium on Fridays from 11:50am to 1:00pm. All other uses scheduled by both schools as necessary for special events, classes, performances, or other uses.
    - 4. Park: Chicago Bulls College Prep will have primary use of the Park during and after the school day, beginning at 3:40pm. Best Practice High School uses will be scheduled as necessary.
    - 5. Parking Lot: Best Practice High School and Chicago Bulls College Prep will share the parking lot for faculty and staff use only.
- c. The Parties will adjust the schedule for the specific use of these Common Areas, as necessary, during monthly meetings, by agreed up on procedures as noted below.

- i. Principal Johnson and Principal Kane will together maintain adjustments to the schedule with notice at least 1 week in advance.
- d. Principals of each School must submit a draft of the calendar for each school year, which will list all programs, events, etc., that required the support of shared staff members. This is attached as Appendix D.

**II. LUNCH PROGRAM**

- a. Both Dr. William Johnson and Tyson Kane prefer Sodexho to be the food provider for as many students as possible at the Cregier facility. The preference is for all Best Practice High School students and Noble Street-Chicago Bulls College Prep students to be provided food service by Sodexho.

**III. BELL SCHEDULE**

- a. The bell schedule for Noble Street-Chicago Bulls College Prep is attached as Appendix B.
- b. The bell schedule for Best Practice High School is attached as Appendix E.

**IV. PHYSICAL PLANT**

- a. The CPS custodial staff or a member of the Noble Street-Chicago Bulls College Prep engineering/custodial staff will open the building each weekday morning no later than 6:30am.
- b. A member of the custodial staff for either Best Practice High School or Noble Street-Chicago Bulls College Prep will close the building each weekday evening.
- c. Teachers from Best Practice High School and Noble Street-Chicago Bulls College Prep will be in charge of turning of the lights in their respective classrooms. In all other areas, the same custodial/engineering staff member closing the building will be in charge of turning out the lights.
- d. Both the CPS engineer and a member of the Noble Street-Chicago Bulls College Prep engineering staff will be in charge of the HVAC system.

**V. ENGINEERING STAFF**

- a. Dr. William Johnson will supervise the CPS building engineer.
- b. The Campus Manager will monitor and communicate with the CPS engineer and staff on behalf of all Schools in the Building.
- c. Tyson Kane will supervise the Noble Street-Chicago Bulls College Prep engineer.

**VI. CUSTODIAL STAFF**

- a. The CPS Building engineer and the Noble Street-Chicago Bulls College Prep engineer will supervise the CPS custodial staff.
- b. CPS custodial staff will have cleaning responsibility for all areas in the basement, 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> floors, as well as the outside area surrounding the school.

- c. Chad Sunday will supervise the Noble Street-Chicago Bulls College Prep custodial staff.
- d. Noble Street-Chicago Bulls College Prep custodial staff will have cleaning responsibility for all areas on the 3<sup>rd</sup> floor.


#### VII. SECURITY

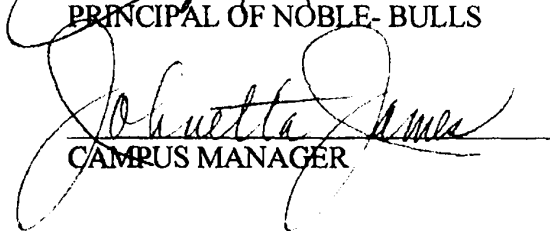
- a. Dr. William Johnson, Tyson Kane, Bobby Moore, Chad Sunday, and the Best Practice Assistant Principal will have the security codes to the electronic security system. Those personnel opening the building and closing the building as described above will disengage the system each morning and set the system each night.
- b. Security staff for the Cregier complex will be hired by Dr. William Johnson and Tyson Kane, and will be supervised by Dr. William Johnson.
- c. Security staff for Noble Street-Chicago Bulls College Prep will be hired and supervised by Tyson Kane.
- d. Security for special events or activities outside the normal course of school operation will be arranged and agreed to by both Principals at least 1 week prior to the event.

#### VIII. ABSENCES

- a. If any of the above individuals are absent or not available on a particular day, the following individuals will assume the related function:
  - i. Absent: Dr. William Johnson, Filled by: Best Practice Assistant Principal
  - ii. Absent: Bobby Moore, Filled by: Glen Middleton
  - iii. Absent: Chad Sunday, Filled by Tyson Kane or Joshua Gray
  - iv. Absent: Tyson Kane, Filled by Chad Sunday or Joshua Gray

Signed By:

  
PRINCIPAL OF NOBLE- BULLS

  
CAMPUS MANAGER

  
PRINCIPAL OF BEST PRACTICE

CHIEF ADMINISTRATIVE OFFICER,  
CHIEF ADMINISTRATIVE OFFICE

CHIEF EDUCATION OFFICER,  
CHIEF EDUCATION OFFICE





**CHICAGO  
BULLS**  
COLLEGE PREP

A CAMPUS OF NOBLE STREET CHARTER SCHOOL

Appendix  
B

## **BELL SCHEDULE**

### **MONDAY-THURSDAY**

Time	Period
7:30-7:40	AMA
7:45-9:05	A1 or B1
9:10-10:30	A2 or B2
10:35-11:05	A3 or B3
11:10-11:35	Lunch
11:40-12:25	A3 or B3
12:30-1:50	A4 or B4
1:55-3:15	A5 or B5
3:20-3:40	PMA

### **FRIDAY**

Time	Period
7:30-7:40	AMA
7:45-8:30	A1 or B1
8:35-9:20	A2 or B2
9:25-10:10	A3 or B3
10:15-11:00	A4 or B4
11:05-11:50	A5 or B5
11:55-12:55	PMA

**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/BM

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 30<sup>th</sup> 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: 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 30<sup>th</sup> 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. *JMR 6-23-05*  
Patrick J. Rocks, Jr., General Counsel

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 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Sutt  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

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

Telephone Number: 630 655-8289

By: James P. Conway  
Its: Business Manager

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Eatela H. 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. Halasz  
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: Romas M. Davis  
Its: Business Manager

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Ester M. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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 30<sup>th</sup> 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

John A. Manley  
6-23-05

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 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evela H. Keltner 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 30<sup>th</sup> 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: 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 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

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

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltman 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 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evela 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. Sheen  
Its: BUSINESS MANAGER

Dated this 30<sup>th</sup> 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: 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 30<sup>th</sup> 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: Painters' District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Thomas P. Faly  
Its: \_\_\_\_\_

SUPPLEMENTAL AGREEMENT TO THE  
PROJECT LABOR AGREEMENT  
REGARDING EDUCATION TO CAREERS PROGRAMS  
July 1, 2005

The Chicago Board of Education ("Board") and the signatory labor organizations ("Unions") to the Project Labor Agreement hereby agree, as follows:

1. Notwithstanding any existing agreement, the Board may use non-paid volunteers or parents and paid or unpaid students for in-school projects, specifically, projects such as the Student Business Enterprise, or any other similar education-related programs.

2. Each Union will establish a goal that at least 25% of its apprenticeships, interns or other construction-related work opportunities annually will be composed of persons who graduated from the Chicago Public Schools ("CPS.") In order to meet such goals, each and every Union will promptly examine its processes, including, but not limited to, its application and testing procedures and locations, in order to facilitate availability to apprenticeship programs by CPS graduates.

3. The Unions will cooperate with the Board's Department of Education to Careers ("ETC") with respect to establishing programs to facilitate participation in the Union's apprenticeship programs. Cooperation by the Unions includes the following:

- A. Provided the Unions are otherwise accepting applications, the Unions collectively will hold four Apprenticeship Application Seminars at which they will arrange for CPS students to fill out actual applications for Union apprenticeship programs. These Application Seminars will be held quarterly, starting in November and every three months thereafter: February, May and August. For those apprentice programs whose Department of Labor, Bureau of Apprenticeship standards only allow for application at a specific site then transportation will be provided to that site by the CPS on the day of the Apprentice Application seminar. The Unions will continue to inform ETC of testing dates and application acceptance periods.
- B. The Unions will establish a teacher in-service at which the various Unions will instruct CPS teachers on how students may be accepted into their various programs. Such programs will include industry updates and hands-on training. The Unions will host two construction teacher meetings per year.
- C. Each relevant trade will review curriculum and suggest improvements.

- D. The Unions will facilitate students visiting the trade Unions and permit a demonstration at Apprenticeship Training Facilities for students.
- E. Each Joint Apprenticeship Training Committee will report yearly to ETC the following:
- Total number of apprenticeship applications received
  - Total number of CPS apprenticeship applications received
  - Total number of individuals accepted into the apprenticeship program
  - Total number of CPS graduates accepted over and under the age of 23 into the apprenticeship program
  - Total number of graduates of the apprenticeship program
  - Total number of CPS graduates of the apprenticeship program
- F. The Unions will continue to speak at CPS schools; will host field trips; will work with CISCO to educate students about opportunities in the trades; and, will facilitate participation by the Apprenticeship Programs yearly in CISCO's Hands-On Fair for CPS.
- G. The CBTC and CPS will work cooperatively through the ETC construction programs and ACE Tech to facilitate the above efforts and any others which will enhance the participation of CPS students in Building Trade Apprenticeship Programs, internships and other work opportunities.
4. In the event the Board initiates incentive efforts with Contractors to hire and retain CPS graduates in apprenticeship programs, ETC will so advise the Unions and the Unions will cooperate in such efforts.
5. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

The cost of the arbitrator shall be equally split between the Board and the participating Union.

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: Iron Workers Local 63

Address: 2525 West Lexington

City, State, Zip Code: Broadview, IL 60155

Telephone Number: 708-344-7727

By: Roy  
Its: Financial Secretary/Treasurer/Business Manager

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

6-23-05

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

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: \_\_\_\_\_

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

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

Telephone Number: 708-615-9300

By: Frank W. W.  
 Its: FST/BM

By: Michael W. Smith  
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: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

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

Telephone Number: 630 655-8289

By: John P. Conway  
Its: BUSINESS MANAGER

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

6-23-05

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. Hunkler  
Its: President/Executive Secretary-Treasurer

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. General Counsel 6/30/05

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. Burns  
Its: Business Manager

By: Michael W. Set  
 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: CHICAGO JOURNEYMEN PLUMBERS'  
LOCAL UNION 130, U.A.

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James I. Sullivan  
 Its: BUSINESS MANAGER

By: Michael W. Scott  
Its: President

Attest:

Estela M. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/30/05  
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. Mandley  
Its: Business Mgr.



By: Michael W. Scott  
Its: President

Attest:

Entela H. Belthar 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

By: Michael W. Soot  
Its: President

Attest:

Evelyn H. Belton 6/30/05  
Secretary

Board Report 05-0622-EX22

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

By: Michael W. Scott  
Its: President

Attest:

Estela H. 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: Blacklayers Local 21

Address: 1950 W. 43rd St

City, State, Zip Code: CHGO IL 60609

Telephone Number: 773 650 1849

By: Ken Allen  
Its: PRESIDENT

By: Michael W. Scaf  
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: 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

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: BOILERMAKERS LOCAL # ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773-247-5225

By: John J. Shermant  
Its: BUSINESS MANAGER

By: Michael W. Scott  
Its: President

Attest:

Estela M. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/30/05  
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 30<sup>th</sup> 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: Painters' District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Tennise P. Felt  
Its: \_\_\_\_\_

By: Michael W. Scott  
 Its: President

Attest:

Estelle H. Beltran 6/30/05  
 Secretary

Board Report 05-0622-EX22

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

Labor Organization: Sheet Metal Workers' Local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 444-0073

By: Stanley F. Karaymski  
 Its: \_\_\_\_\_



By: Michael W. Scott  
Its: President

Attest:

Estate 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: Rich L. Math  
Its: Pres.

By: Michael W. Scott  
Its: President

Attest:

Evela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

JH 6-23-05

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: [Signature]  
Its: [Signature]

By: Michael W. Scott  
Its: President

Attest:

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

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

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

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 Flynn  
Its: \_\_\_\_\_

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

JMR  
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 H. Mann Sr.  
Its: President

By: Michael W. Scott  
Its: President

Attest:

Estela H. 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: Iron Workers Local Union #1

Address: 7720 Industrial Drive

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

Telephone Number: 708-366-6695

By: Robert Bascomer  
Its: \_\_\_\_\_