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**RENEWAL CHARTER SCHOOL LEASE AGREEMENT
BETWEEN ASPIRA INC. OF ILLINOIS
AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
(Sole Occupancy – Former Haugan School)
Form 05/2014**

THIS LEASE AGREEMENT ("Lease") is effective as of July 1, 2013 (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"** or the **"Board"**) and ASPIRA Inc. of Illinois, an Illinois not for profit corporation (**"Tenant"**), and together with Landlord, the **"Parties"**).

RECITALS:

- A. Landlord owns or controls the former Haugan School building, located at 3729 West Leland Avenue, Chicago, Illinois (the **"School"**). Landlord and Tenant acknowledge that an entity other than Board (such as the Public Building Commission or the City of Chicago) may hold the legal title of record to the Premises in trust or otherwise for Board's use. References hereinafter to **"Titleholder"** refer to such entities, and the language **"Titleholder, if applicable"** applies where such an entity is such a titleholder.
- B. Tenant occupies the School pursuant to a lease agreement with Landlord.
- C. Landlord desires to renew the lease agreement and lease the land and all of the School building (collectively, the **"Premises"**) to Tenant and Tenant desires to so rent the Premises from Landlord for a charter school campus and related educational and community educational programs, and for no other purposes.
- D. Landlord and Tenant agree to renew the lease for the Premises pursuant to the terms and conditions as hereinafter provided. This renewal Lease shall supersede any prior lease agreements between Landlord and Tenant for the Premises.

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.** The Parties entered into a separate 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. **USE/GRANT/TERM.** Landlord hereby leases the Premises to Tenant, upon the terms and conditions stated in this Lease, for a term commencing on the Effective Date and ending on June 30, 2018, or such earlier date as provided for in this Lease (**"Term"**). Notwithstanding the foregoing, if the charter under Tenant's Charter School Agreement is terminated or not renewed for any reason, or if Tenant otherwise ceases to operate the Premises for the Use (hereinafter defined), this Lease shall automatically terminate on the first to occur of: (i) the last day of the Term; (ii) the date the Charter

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School Agreement is terminated or not renewed; or (iii) the date Tenant ceases to operate the Premises for the Use in accordance with the terms of this Lease.

The Premises may be used by Tenant solely as a charter school campus and for related educational and community educational programs and for no other purposes whatsoever without the prior specific written consent of Landlord ("Use"). Tenant is prohibited from using the Premises for any other commercial undertaking, revenue generating or other purpose whatsoever other than for the Use.

3. **LANDLORD RETENTION/RESERVATION OF RIGHTS.** This Lease does not grant any rights to light or air over or about the Premises and/or any buildings or other structures on the Premises. Landlord specifically excepts and reserves to itself (i) the right to develop, license and otherwise use any land, roofs and exterior portions of any building or other structure; and (ii) all rights to the land and the area above and below the land, improvements below the improved floor level of any building or structure, the air rights above, around or about any building or structure and to such areas within any building or structure required for installation of utility lines and other installations required to serve any occupants of any building or other structures and to maintain and repair same (if required of Landlord), and no rights with respect thereto are conferred upon Tenant, except as specifically permitted by this Lease.

Tenant hereby agrees and consents to provide access for Landlord's entry, and entry by any of Landlord's agents, employees, guests, designees, or contractors to the Premises if Landlord elects to license, develop or otherwise use any portion of the Premises, buildings or other structures as provided in this Lease.

4. **RENT.** In consideration of the leasing of the Premises as set forth above, Tenant covenants and agrees to pay to Landlord, as rent for the Premises, the sum of One Dollar (\$1.00) per year.

5. **CAPITAL AND OPERATING EXPENSES/SERVICES AND ALLOCATION OF RESPONSIBILITY.**

A. **Definitions**

- (i) **"Capital Expenses"** means all expenses, costs and disbursements of every kind or character incurred in capital repairs, capital replacements and capital improvements (together referred to as **"Capital Work"**) to the Premises and/or the School, all as defined under generally accepted accounting principles consistently applied. Landlord shall be responsible for Capital Expenses unless such expenditure is required because of damage caused by any act, omission or negligence of Tenant or its employees, agents, students, guests, invitees, licensees or contractors. Landlord shall not be required to commence any Capital Work that is not in accordance with 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 15.
- (ii) **"Operating Expenses"** means all expenses, costs and disbursements of every kind or character incurred in the management, operation and maintenance of the School and Premises (except for any **Capital Expenses**).

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- (iii) **“Operating Services”** means both the Required Operating Services and Additional Operating Services (as herein defined).
- (iv) **“Required Operating Services”** are the following Operating Services which are required to be obtained by Tenant from the Board:
 - Security Alarm Monitoring
- (v) **“Additional Operating Services”** are Operating Services that Tenant is required to have performed, but depending upon the type of occupancy Tenant holds under this Lease (as herein defined in Section 5B), Tenant may be required to purchase the following Operating Services from Board or may opt out and purchase such Operating Services from the list of Board-approved vendors or a vendor submitted for approval by Tenant and approved by Board in writing. Such requests to utilize a non-Board vendor shall be submitted to Landlord’s Facility Manager or Lead Facility Manager for approval. Additional Operating Services are:
 - Asset Management (Facility Manager/Lead Facility Manager) – If Tenant chooses to opt out of Board provided maintenance services (as described immediately below), Tenant will be charged an annual fee of \$2,500 to cover the cost of Landlord making four (4) quarterly inspections of the Premises.
 - Maintenance services including engineering and custodial services. If Tenant opts out of Board-provided maintenance services, Tenant is required to secure the following services on its own from the list of Board-approved vendors or a vendor submitted for approval by Tenant and approved by Board in writing:
 - Pest control
 - Snow removal
 - Landscaping
 - Building Engineer Services and Custodial services
 - Security Services Personnel
 - Utilities
 - Trash Removal
 - Information and Technology Services:
 - LAN
 - WAN
 - Telecom

B. Type of Occupancy and Additional Operating Expenses. Tenant shall, at its sole cost and expense, obtain Additional Operating Services based on its selection of a provider and the type of occupancy Tenant holds under this Lease. Tenant’s occupancy upon execution of this Lease is a Sole Occupancy.

- (i) **Sole Occupancy.** As the sole occupant of the Premises, Tenant shall have the following options: (1) to directly procure some or all Additional Operating Services from third parties, other than Landlord; or (2) to elect to procure some or all Additional Operating Services from Landlord at Landlord’s then-current rates and in accordance with Landlord’s procedures, and (3) to directly procure food services or use Landlord’s food service. Tenant shall make such elections through the completion of a Facilities Service Request Form provided by Landlord. The completed Facilities Request Form shall be attached hereto as

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Exhibit A and incorporated herein by reference. In addition, the Facilities Service Request Form shall be effective as of the date of the execution of this Lease. If Tenant fails to complete the Facilities Service Request Form by the commencement date of this Lease, all services shall be deemed to be procured by Landlord and Landlord may complete the Form on behalf of Tenant and attach it to this Lease as **Exhibit A**.

- (ii) **Shared Occupancy with a CPS school or contract school.** In the event Tenant shares the School, at any time during the Term or any subsequent renewal or extended term, with a CPS school or a contract school, Tenant's sole option (while sharing the Premises) shall be to procure all of its Operating Services from Landlord and will also be required to use Landlord's food service operations. Any shared occupancy shall be described in a separate Memorandum of Understanding ("MOU") which shall be incorporated into this Lease and executed by Tenant and the CPS school or contract school sharing occupancy of the School, and the portion of the School then occupied by Tenant (including any areas that continue to be exclusively used by Tenant, together with shared common areas) shall become the Premises hereunder. The executed MOU shall be provided to the Board's Office of Innovation and Incubation and attached to this Lease as an additional Exhibit C. The terms of this Lease shall prevail in the event of any inconsistency between the MOU and this Lease.
- (iii) **Shared Occupancy with another charter school.** In the event Tenant shares the Premises, at any time during the Term or any renewal or extended term, with another charter school(s), each such school shall elect one of the following options regarding Additional Operating Services: (1) to directly procure some or all Additional Operating Services from third parties, other than Landlord; or (2) to elect to procure some or all Additional Operating Services from Landlord at Landlord's then current rates and in accordance with Landlord's procedures. In addition, both or all such schools shall together elect one of the following options regarding food service: (1) to directly procure food services from third parties, other than Landlord; or (2) to elect to procure food service from Landlord. Tenant acknowledges that for some Additional Operating Services (as outlined on **Exhibit A**, Facilities Service Request Form) both or all such co-sharing charter schools must agree on which Additional Operating Services and food service options will be provided by the Board and/or by a third party provider. If Tenant fails to complete the Facilities Service Request Form by the commencement date of this Lease, all services shall be deemed to be procured by Landlord and Landlord may complete the Form on behalf of Tenant and attach it to this Lease as **Exhibit A**. Any shared occupancy shall be described in a separate MOU which shall be incorporated into this Lease and executed by Tenant and the charter school(s) sharing occupancy of the School, and the portion of the School then occupied by Tenant (including any areas that continue to be exclusively used by Tenant, together with shared common areas) shall become the Premises hereunder. The executed MOU shall be provided to the Board's Office of Innovation and Incubation and attached to this Lease as an additional Exhibit C. The terms of this Lease shall prevail in the event of any inconsistency between the MOU and this Lease.

C. Changes to Additional Operating Services. Tenant shall be bound by its elections for Additional Operating Services for the entire Term or until the first to occur of (1) the date upon which Landlord changes or adds Required Operating Services and/or Additional Operating Services, (2) the date upon

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which Landlord notifies Tenant of a change in the manner in which it calculates Operating Expenses, (3) the date that Tenant's type of occupancy changes or Shared Occupancy tenant changes, or (4) the date that Landlord, in its sole discretion, allows Tenant to complete a new Facilities Services Request Form to make changes to the Additional Operating Services, in which case such changes shall go into effect on the 1st of July following the completion of the new Facilities Services Request Form. Any requests by Tenant for changes to the Facilities Service Request Form should be submitted to the Landlord's Office of Innovation and Incubation. In the event that all Operating Services are not being impacted by a change, Landlord, in its discretion, may restrict Tenant to changing its election only for those Operating Services which are being impacted by a change.

D. Food Services. If Landlord provides food services, Landlord shall have the right, in its sole and exclusive discretion, to provide either warming kitchen facilities or full kitchen facilities to Tenant. Any food services operated by Tenant shall comply with applicable local and state standards, as well as any standards established by Landlord consistent with the standards for the food services operated by Landlord.

E. Tenant Payments for Operating Expenses Provided by Landlord. Tenant shall reimburse Landlord for Operating Expenses at Landlord's then-current rates and costs and in accordance with Landlord's procedures. For all Operating Services secured through Landlord as well as any other costs and expenses incurred by Landlord in connection with this Lease, Tenant hereby authorizes Landlord to deduct the Operating Expenses and such other amounts owed to Landlord from Tenant's general education quarterly payment under the Charter School Agreement. Annually or whenever the cost of Operating Services changes, Landlord shall provide Tenant with an updated list of Operating Services, together with the updated Operating Expenses for all Operating Services being provided to Tenant by Landlord, and such updated Operating Expenses shall be due and payable with the next deduction for Operating Services.

F. Return of Supplies and Equipment. In the event Landlord, in its sole discretion, allows Tenant to change its election from Landlord-provided Additional Operating Services to third party-provided Additional Operating Services, and/or elections for food service, Tenant shall, at the request of Landlord, and at Tenant's sole cost and expense, return and deliver to Landlord any and all supplies and equipment provided by Landlord for the purpose of providing the Additional Operating Services.

G. Facility and Maintenance Standards. Tenant agrees that, if it opts to procure any Additional Operating Services from a third party, Tenant is required to comply with the customary facility and maintenance standards of Landlord and as required by Subparagraphs 9C and 9K hereof ("**Standards**"). Tenant must obtain written approval from Landlord prior to hiring third party engineering and custodial firms and confirm that any third party engineering and custodial firms it hires have proper licensing and staffing at all times. Landlord, in its sole discretion, reserves the right to reject or disapprove hiring of any third party engineering and custodial services firms by Tenant. If Landlord determines that the Standards have not been met by Tenant, Landlord shall have the right to send a notice declaring such failure to maintain the Standards as a default hereunder. Within ten (10) days of such notice, Landlord may begin providing that Operating Service at Tenant's cost and expense, as set forth in Paragraph 14C hereof.

H. Utility Service Interruption. 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 at least ten (10) days advance

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written notice prior to such interruption or termination.

6. **DIFFERENT SCHOOL HOURS/CALENDARS.** Notwithstanding anything contained in this Lease to the contrary, the Parties agree that if Tenant's school year or school hours do not coincide with Landlord's regular school year and hours at any time during the Term, all additional costs incurred by Landlord for opening, or keeping open, the School during any such days or hours that the School would otherwise be closed, based on Landlord's calendar for that regular school year, shall be deducted from Tenant's general education quarterly payments under the Charter School Agreement. Such costs shall include, but not be limited to, Landlord's cost of additional expenses for engineers, janitors, and security staff.

7. **DELIVERY OF PREMISES.** Landlord shall deliver to Tenant possession of the Premises on the commencement date in an "AS-IS" and "WHERE-IS" condition. Tenant acknowledges that it has had the opportunity to inspect the Premises. Neither Landlord nor Titleholder, if applicable, make any 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 or Titleholder, if applicable, 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 (or Titleholder, if applicable) 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 this 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 date of final execution of this Lease, Landlord shall provide notice to Tenant of Tenant's failure to execute this Lease prior to obtaining such possession. Tenant hereby agrees that such notice shall allow and authorize 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. Failure by Tenant to execute this Lease within sixty (60) days of its initial occupancy of the Premises shall constitute a default under this Lease.**

8. **MULTI-PROJECT LABOR AGREEMENT.** Landlord has entered into a multi-project labor agreement ("PLA") with various trades regarding construction projects awarded by Landlord (a copy of which is attached hereto as **Exhibit B**, together with a list of signatory unions, and by this reference, incorporated herein). Tenant acknowledges familiarity with the requirements of the PLA, its applicability to any alteration, remodeling or other construction to be done on the Premises, and further agrees to comply with the PLA in all respects including, without limitation, by ensuring its contractor is a member in good standing of a union signatory to the PLA.

9. **TENANT'S COVENANTS.** Tenant shall be bound by the covenants contained in this Section 9 at all times during the Term and any extension or renewal of the Term.

A. **Use and Obligations.** Tenant shall use the Premises only for the Use.

B. **Obtain and Comply with Permits.** Tenant shall 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.

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C. Performance of Work; Improvements. Tenant shall 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 for any project is in excess of Ten Thousand and 00/100 Dollars (\$10,000.00) and/or Twenty-five thousand dollars (\$25,000) in the aggregate for all projects during any twelve (12) month period, pursuant to contracts, plans and specifications approved in advance in writing, by Landlord, then Tenant shall comply with the terms of the PLA.

At Tenant's sole cost and expense, and solely with the prior written consent of Landlord, Tenant may make such alterations, additions, and improvements on the Premises as it shall deem necessary for its operation of the Premises within the scope of its Use ("Approved Improvements"). Any Approved Improvements shall be in full compliance with all applicable Laws and Rules (hereinafter defined). Tenant shall not commence any such work until Tenant has received written approval of its plans and specifications from Landlord and Landlord has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have, in full force and effect all insurance as required by Paragraph 12 hereof. Prior to commencing any Approved Improvement, Tenant shall secure or cause its contractors and subcontractors to secure in their own names, and at no cost to Landlord, all necessary permits, licenses, and authorizations necessary in order to undertake the Approved Improvements. Upon Landlord's request, copies of such permits, licenses, and authorizations shall be provided by Tenant to Landlord. Each Approved Improvement shall be performed in a good and workmanlike manner, and in accordance with applicable governmental permits and consistent with the plans and specifications approved by Landlord. At Landlord's sole election and without cost to Landlord, upon notice to Tenant prior to the end of the Term, all Approved Improvements shall become the property of Landlord at the end of the Term without further action on the part of Landlord or Tenant.

D. Landlord's Access. Tenant shall permit Landlord or Landlord's agents 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; (iii) showing the Premises to prospective purchasers, lenders and tenants, and other persons having a legitimate interest in inspecting the same; and (iv) as otherwise permitted by this Lease.

E. Compliance with Laws and Rules. Tenant shall at all times comply with the following, which are not the responsibility of Landlord except as and solely to the extent that they may pertain to services provided by Landlord: (i) all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governmental departments, commissions, boards and offices 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, standards, regulations and compliance reporting for the use and occupancy of the School, as Landlord in its reasonable discretion, from time to time promulgates.

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F. Assignment, Subletting and Use by Third Parties. Tenant shall 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; (iii) grant any other interest in the Premises to any third party; or (iv) sublet the Premises in whole or in part.

G. Liens or Encumbrances. From and after the Effective Date, Tenant shall not cause or permit any lien, interest or encumbrance ("Liens"), whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All Liens created by Tenant shall attach to Tenant's interest only. In case of any such Lien attaching, Tenant shall immediately pay and remove/eliminate such Lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord, in its sole discretion, to protect Landlord against any defense or expense arising from such Lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such Lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the Lien released and any judgment satisfied. If Tenant fails to pay and remove any Lien or contest such Lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and such sums shall be deducted from Tenant's general education quarterly payments under the Charter School Agreement. Tenant may not record this Lease on the public records of any public office.

H. Signs. Tenant shall 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 in writing by Landlord.

I. Notice of Accidents. Within twenty-four (24) hours of any actual or threatened accident, incident, casualty, damage or similar occurrence that caused police or fire department personnel to be at the Premises, Tenant shall give Landlord telephonic notice of such event by calling the Office of Innovation and Incubation at (773) 553-1530 and also provide prompt written notice with additional details within three days of such event. Notice shall be delivered to Board representatives listed in Section 18 with a copy to the Chief Innovation and Incubation Officer of the Office of Innovation and Incubation at the same address as the other Board notices.

J. Hazardous Materials. Tenant shall not, except for materials that are customarily used in school science laboratories, use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (hereinafter defined) in, on, under, around or above the Premises now or at any future time and will indemnify, defend and save Landlord harmless from and against any and all actions, proceedings, claims, costs, expenses and losses of any kind, including, but not limited to, those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work, which may arise in connection with the existence of Hazardous Materials in the Premises during the Term hereof. The term "Hazardous Materials," when used herein, means without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon,

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asbestos, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides and toxic or hazardous substances or materials of any kind, including without limitation, substances now or hereafter defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.); the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §9671 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251, et seq.); the Rivers and Harbors Act (33 U.S.C. §401 et seq.); and any so-called "Superlien Law"; and the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect. Tenant's obligations and liabilities under this Section 9 shall survive the termination or expiration of this Lease.

K. Maintenance and Repairs. Tenant shall, except for those items described in Section 5 which are the responsibility of Landlord, keep the Premises in good repair and in good condition, maintaining the Premises at all times in a first class manner and, at Tenant's sole cost and expense, by contractors or mechanics approved by Landlord and otherwise in compliance with the provisions of Subparagraph 9C. When used in this Lease, the term "repairs" shall include all replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be of new first class material and workmanship and at least equal in quality to the original work. Except for those items in Section 5 which are the responsibility of Landlord, it is understood and agreed that Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time, all such repairs, alterations, additions and improvements to be made by and at the sole cost and expense of Tenant and in compliance with this Section 9.

L. Tenant Responsibility for Maintenance of Parks. Landlord and the Chicago Park District ("CPD") have entered into various joint use and/or license agreements for open space ("Parks") owned by CPD and jointly used with Landlord. If the School is located adjacent to such a Park and part of a joint use or license agreement with CPD, Landlord is, pursuant to such use or license agreement, required to maintain the Park when used by students of the School. In the event Tenant opts out of Landlord's Operating Services and instead procures Operating Services from a third party, Tenant shall be responsible, at its sole cost and expense, to undertake all obligations of Landlord related to maintaining the Park in accordance with the terms of the relevant joint use or license agreement. In the event Tenant elects to have Landlord procure the Asset Management and Maintenance responsibilities of the Operating Services (as described herein in Section 5(A)(v)), the cost of such Services that relate to the maintenance of the Park shall be an additional deduction from Tenant's general education quarterly payments under the Charter School Agreement (as described herein in Section 5(E)).

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10. **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.

11. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination of this Lease, by lapse of time or otherwise, Tenant shall remove any and all of its properties, supplies, and equipment of all kinds (exclusive of any Approved Improvements that, in accordance with the provisions of Paragraph 9C hereof, become the property of Landlord without cost to Landlord) from the Premises, and repair any damage caused by such removal. Tenant shall deliver the Premises, upon termination, in as good a state or condition as when entered upon, less reasonable use and wear thereof.

12. **INSURANCE.** Tenant, at its own expense, shall procure and maintain insurance covering all operations under this Lease, whether performed by Tenant or by its contractors or subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Tenant shall submit to the Board satisfactory evidence of insurance coverage (i.e., a certified copy of any applicable policy of insurance) prior to the Effective Date of this Lease and/or commencement of work by any contractors or subcontractors. Policy renewal dates should be noted and new certificates must be obtained with the requirements set forth in this Lease throughout the Term. Minimum insurance requirements are:

A. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide services in the Premises with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence.

B. **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, combined single limit for bodily injury, personal injury and property damage liability. Coverage shall include the following: all Premises and operations, products/completed operations (for a minimum of two (2) years following completion), independent contractors, separation of insureds, defense and contractual liability. Policy shall include sexual abuse/molestation coverage. Board and Titleholder, if applicable, shall be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from services.

C. **Automobile Liability Insurance:** Automobile Liability Insurance is required when any motor vehicle (whether owned, non-owned or hired) is used in connection with this Lease, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Board and Titleholder, if applicable, shall be named as additional insureds on a primary, non-contributory basis.

D. **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) to provide additional limits for underlying Commercial General Liability and automobile liability coverages.

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E. **Property Insurance/Fire Legal Liability:** Property Insurance and Fire Legal Liability for full replacement cost of property, including Board property for which Tenant is contractually responsible, by lease or other agreement, from physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/extra expense losses.

F. **Construction:** Tenant shall indemnify, defend and agree to save and hold Landlord (and Titleholder, if applicable) harmless from and against all liability, injury, loss, claims, cost, damage and expense with respect to any injury to, or death of, any person, or damage to or loss or destruction of, any property occasioned by or growing out of any construction work on property owned or controlled by Landlord. 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 adequate insurance as required by Landlord's construction program at the time of the work. Required coverage may include, but is not limited to: workers' compensation, general liability, professional liability, automobile liability, environmental liability, excess liability, property and builders' risk insurance. Tenant's contractors and subcontractors are subject to the same requirements as Tenant in regards to additional insured, rating, notice, etc.

G. **Contractors Pollution Liability.** When any work is performed that may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Services or other work or services with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. Board and Titleholder, if applicable are to be named as additional insureds on a primary, non-contributory basis.

H. **Professional Liability/Errors & Omissions.** When any architects, engineers, construction managers or other professional contractors perform any work in connection with this Lease, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than One Million and 00/100 Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

I. **Additional Insured.** Tenant shall have its general liability insurance and automobile liability insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, officers, officials and agents" and any other entity as may be designated by Landlord are named as additional insureds on a primary basis without recourse or right of contribution from Landlord.

J. **Insurance Certificate.** The insurance company, or its representative, shall submit an insurance certificate to Landlord evidencing all coverage as required hereunder and indicating the additional insured status as required above as of the Effective Date. The Certificate must provide sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to:

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Board of Education of the City of Chicago
Department of Facilities
125 S. Clark Street, 17th Floor
Chicago, Illinois 60603
ATTN: Chief Facilities Officer

Board of Education of the City of Chicago
Risk Management
125 S. Clark Street, 7th Floor
Chicago, Illinois 60603
ATTN: Senior Risk Analyst

K. General. Any failure of Landlord to demand or receive proof of insurance coverage shall not constitute a waiver of Tenant's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by Landlord that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in this Lease.

Tenant's failure to carry or document required insurance shall constitute a breach of this Lease. Non-fulfillment of the insurance conditions may constitute a violation of this Lease, and Landlord retains the right to stop work until proper evidence of insurance is provided, or 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.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Tenant. Any insurance or self-insurance programs maintained by Landlord, or Titleholder, if applicable, do not contribute with insurance provided by Tenant under this Lease.

All contractors and subcontractors are subject to the same insurance requirements of Tenant unless otherwise specified in this Lease. Tenant shall require any and all contractors and subcontractors under this Lease to carry the insurance as required herein and to comply with the foregoing requirements; otherwise, Tenant shall provide coverage for such contractors and subcontractors. Tenant will maintain a file of contractors' subcontractors' insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Tenant in no way limit Tenant's liabilities and responsibilities specified within this Lease or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Lease, if any, or any limitation placed on any indemnity in this lease that might be given as a matter of law.

Tenant agrees that insurers waive their rights of subrogation against Landlord.

Upon Landlord request, Tenant and/or its contractors and subcontractors shall promptly provide a certified copy of any applicable policy of insurance. Landlord reserves the right to modify, delete, alter or change insurance requirements at any time.

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13. **TENANT WAIVER.** Other than claims for damages resulting from the negligent acts or omissions of Landlord, or Titleholder, if applicable, which are covered by insurance, Landlord (and Titleholder, if applicable), and their mortgagees and their respective agents, board members, and employees shall not be liable for, and to the extent permissible by law, Tenant waives all claims for, damage to person or property sustained by Tenant or any person claiming by, through or under Tenant resulting from any accident or occurrence in or upon the Premises or any part thereto, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's (or Titleholder's, if applicable) failure to keep the Premises in repair; (iii) injury done or occasioned by wind, water or other natural element; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring, gas, water, steam pipes, stairs, railings, elevators, escalators or walks (including, but not limited to, the installation of any of the foregoing); (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the discharge from any automatic sprinkler system; (viii) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises; (ix) the escape of steam or hot water; (x) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near the Premises or otherwise; (xi) the falling of any fixture, plaster or stucco; (xii) any act, omission or negligence of any other tenant, licensee or invitee or of any other persons or of other occupants of the Premises or of adjoining or contiguous buildings or of owners of adjacent or contiguous property; (xiii) any interruption of utility or heat or air conditioning service; and (xiv) any temporary blockage of direct access of or visibility to, from or of the Premises.

To the extent permissible by law, Tenant waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Tenant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155 (1991)). Landlord, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

14. **TENANT DEFAULT.**

A. **Cross Default.** Tenant and Landlord agree that any default under this Lease shall constitute a default under the Charter School Agreement and any default in any of the terms of the Charter School Agreement shall constitute a default under this Lease.

B. **Tenant Default.** If Tenant is in default under this Lease and 1) such default shall continue for ten (10) days after Landlord has notified Tenant by written notice of such default, or 2) 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, and such default shall continue for an additional thirty (30) days after such notice, then 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.

C. **Landlord's Right to Cure Defaults.** If Tenant fails to cure a default within the period required in the Lease, Landlord may, but shall not be obligated to, at any time, without further notice, cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including, without limitation, reasonable attorneys' fees and expenses,

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shall be payable by Tenant within ten (10) days of Tenant's receipt of an invoice detailing such costs and expenses. In the alternative, at Landlord's sole election, such costs and expenses may be deducted from Tenant's general education quarterly payment under the Charter School Agreement.

15. **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, 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.

16. **INDEMNIFICATION.** Tenant agrees to indemnify, defend and save Landlord, Titleholder, if applicable, and their mortgagees, agents, board members, officers and employees harmless from and against all liability, injury, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) in respect of any injury to, or death of, any person, and from any damage to, or loss or destruction of any property while on the Premises or any portion thereof occasioned by any act or omission of Tenant, or anyone claiming by, through or under Tenant. The foregoing covenants are intended to survive the expiration of the Term or earlier termination of this Lease.

17. **SECURITY.** The party responsible for Security Personnel Services, under Section 5 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.

18. **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; (ii) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid mail; or (iii) as of the day of delivery if by facsimile or electronic mail and confirmation is received that day that the notice was transmitted by facsimile or electronic mail on that date. All notices shall be addressed as follows:

If to Tenant: ASPIRA Inc. of Illinois
 2415 North Milwaukee Avenue
 Chicago, Illinois 60647
 Attn: Carlos Claudio
 Phone: (773) 252-0970
 Email: cclaudio@aspirail.org

This Lease Agreement will be posted on the CPS Internet website

If to Landlord: Board of Education of the City of Chicago
Department of Facilities
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Attention: Chief Facilities Officer

With a copy to: Board of Education of the City of Chicago
Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attention: General Counsel

Either party may, from time to time, change the names or 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.

19. **NON-LIABILITY OF BOARD OFFICIALS.** Tenant agrees that no member, employee, agent, officer or official of Landlord shall be personally charged by Tenant, its members if a joint venture, or any contractors or subcontractors with any liability or expense under the Lease or be held personally liable under this Lease to Tenant, its members if a joint venture, or any contractors or subcontractors.

20. **MISCELLANEOUS PROVISIONS.**

A. **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.

B. **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.

C. **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.

D. **Entire Agreement and Amendment.** This Lease, including all exhibits constitutes the entire agreement of the Parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Lease. No modification of or amendment to this Lease shall be effective unless such modification or amendment is in writing and signed by both Parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Lease are of no force or effect.

E. **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.

F. **Governing Law and Construction.** This Lease shall be governed by, subject to and

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construed under the laws of the State of Illinois without regard to its conflicts of laws provisions.

Tenant irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Lease. Tenant agrees that service of process on Tenant may be made, at the option of Landlord, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Tenant, or by personal delivery on any officer, director, or managing or general agent of Tenant. If any action is brought by Tenant against Landlord concerning this Lease, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

G. Agency or Independent Contractor. Any service which Landlord is required or elects to furnish under this Lease may be furnished by any agent employed by Landlord or by an independent contractor.

H. Waiver. No waiver of any breach of this Lease shall be held as a waiver of any other or subsequent breach.

I. Inspector General. Each party to this Lease 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.

J. 105 ILCS 5/34-21.3 Provisions: This Lease is not legally binding on Landlord if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board of Education members during the one-year period following expiration or other termination of their terms of office.

K. 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.

L. Landlord's Title. Landlord's title or that of the Public Building Commission of Chicago (the "**PBC**"), or the City of Chicago (the "**City**"), if any such party holds title to the Premises, is and shall always be paramount to the title of Tenant, and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord, the PBC or the City, as the case may be.

M. Freedom of Information Act. Tenant acknowledges that this Lease and all documents submitted to Landlord related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Lease is subject to reporting requirements under 105 ILCS 5/10-20.44. Tenant further acknowledges that this Lease shall be posted on the Board's website.

This Lease Agreement will be posted on the CPS Internet website

N. Debarment and Suspension. Tenant certifies that it, each of its joint venture members if a joint venture, and each of its contractors and subcontractors, if any, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Tenant acknowledges that in obtaining services to be performed on the Premises, Tenant shall not utilize any firms that have been debarred from doing business with Board.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

This Lease Agreement will be posted on the CPS Internet website

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their duly authorized representatives as of the Effective Date.

LANDLORD:

**BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

By: David J. Vitale
Name: David J. Vitale

Title: President

Date: 8/12/14

Attest: Estela G. Beltran 8/12/14
Estela G. Beltran, Secretary

TENANT:

ASPIRA INC. OF ILLINOIS

By: Dr. Wanda Figueroa-Peralta
Name: Dr. Wanda Figueroa-Peralta

Title: CEO

Date: 06/24/14

Attest: C. Claudio
Name/Title: Carlos Claudio / COO

Date: 6.24.14

Board Report Number: 13-0626-OP 2, 13-0925-AR 3-22

Approved as to legal form: B. L. Bebley

James L. Bebley
James L. Bebley, General Counsel

13-1120-AR 1-14
14-0122-AR 1-13
14-0326-AR 2-9
14-0528-AR 1-7
14-0723-AR 4-7

Date: 8/11/14

This Lease Agreement will be posted on the CPS Internet website

EXHIBIT A

FACILITIES SERVICE REQUEST FORM

To be completed and signed by Charter School

School Name: Haugan CPS Facility: _____
Address: 3729 W. Meland Ave Unit Number: _____

Please make selections below according to occupancy. For those services marked as "Procured by CPS," no selection is necessary and such services must be procured directly through CPS.

OPERATING SERVICE	SOLE OCCUPANCY	SHARED WITH CPS OR CONTRACT SCHOOL	SHARED WITH ANOTHER CHARTER SCHOOL
Security Alarm Monitoring (Required Operating Service)	Procured by CPS	Procured by CPS	Procured by CPS
Maintenance Services* (engineering services, custodial services, pest control, snow removal, landscaping, trash removal)	Opt in? Y / <u>N</u>	Opt in? Y / N	Opt in? Y / N Election must coincide with co-locating charter school
Asset Management (quarterly inspections)	If opt-in to Maintenance Services, no Asset Management required. If opt-out of Maintenance Services, Asset Management procured by CPS.	Procured by CPS	Procured by CPS
Security Services Personnel	Opt in? Y / <u>N</u>	Opt in? Y / N	Opt in? Y / N
Utilities (gas, electricity, water)	If opt-in to Maintenance Services, utilities procured by CPS. If opt-out of Maintenance Services, charter must procure utility service directly from utility providers.	Procured by CPS	If opt-in to Maintenance Services, utilities procured by CPS. If opt-out of Maintenance Services, charter must procure utility service directly from utility providers. Election must coincide with co-locating charter school
Information and Technology Services (LAN, WAN, Telecom)	Opt in? Y / <u>N</u>	Opt in? Y / N	Opt in? Y / N
Food services	Opt in? <u>Y</u> / N	Procured by CPS	Opt in? Y / N Election must coincide with co-locating charter school

* If opting-out of maintenance services, Landlord must approve, in writing, the use of any third party providers.

The undersigned, on behalf of Aspira Charter School, acknowledges receipt of the supporting materials which outline the facility service requirements for the above-named CPS facility and agree to follow all applicable CPS standards as they relate to the services selected above. The undersigned further acknowledges that the selections made herein will be binding for the term of the Lease and that this completed form shall be an exhibit to the Lease agreement.

SIGNED: Wanda Figueroa-Feratta
Printed Name: Wanda Figueroa-Feratta

Title: CEO
Phone Number: (773) 252-0970

This Lease Agreement will be posted on the CPS Internet website

EXHIBIT B

MULTI-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.

By: Michael W. Slett
Its: President

Arrest:

Estela H. Beltran 6/30/05
Secretary

Patrick J. Rocks, Jr., General Counsel

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

FROM CHGO. FLETC. TRADERS ONCL. 312-372-1842. (10E) JAN 2 2005 10:35:31 0151 NO 0822713-4

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

JRM 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 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: _____

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: IST/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. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
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 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatla 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. Ireland
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:

Evela H. Belhar 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. O'Leary
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, 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 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Belcher 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. Monley
Its: Business Mgr.

Dated this 30th 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

6/23/05

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. Bilton 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:

Evelyn B. 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: Shuckley Local 21
Address: 1950 W. 43rd
City, State, Zip Code: CHGO IL 60609
Telephone Number: 723 650 1841
Carla

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.V. 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 406

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773 247-5225

By: John J. Sheppard
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. 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: 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: Edna [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 H. Altran 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: Tanner P. Felt
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: 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: _____

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. Belcher 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: Roofers' Union Local No. 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester, IL 60154

Telephone Number: 708-345-0970

By: Richard Martin
Its: PRES.

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estelle 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 D. [Signature]
Its: [Signature]

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Sweet
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

June 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:

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: 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:

Estela M. Beltran 6/30/05
Secretary

Board Report. 05-0622-EX22

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

PM 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:

Eatla H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 7/3/05
Patrick J. Rocks, Jr., General Counsel

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: _____