

**LEASE AGREEMENT
CHARTER SCHOOL
(A Portion of Hearst Elementary School Annex)**

THIS LEASE AGREEMENT ("Lease") is effective as of the last date signed below, but in no event before July 1, 2011 (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 **ACADEMY FOR GLOBAL CITIZENSHIP**, an Illinois not for profit corporation ("**Tenant**").

RECITALS:

A. Landlord owns or controls the Hearst Annex, located at 4941 West 46th Street, Chicago, Illinois (the "**School**").

B. Landlord desires to lease the entire first (1st) floor of the School building (the "**Premises**") to Tenant and Tenant desires to so rent the Premises from Landlord for use as a charter school campus and related educational and community programs, and for no other purpose (the "**Use**"). Notwithstanding the fact that Tenant is only leasing a portion of the School, the parties acknowledge and agree that Tenant is the sole occupant of the School.

C. 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 pursuant to a joint use or license agreement, Landlord is required to operate and maintain the Park, Tenant shall be responsible, at its sole cost and expense, to undertake all obligations of the Landlord related to operating and maintain the Park, in accordance with the terms of the relevant joint use or license agreement.

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

1. **CHARTER SCHOOL AGREEMENT.** Landlord and Tenant entered into that certain Charter School Agreement pursuant to which Tenant was granted a charter for the purpose of operating a charter campus ("**Charter School Agreement**"). The Charter School Agreement is, by this reference, incorporated in this Lease and made a part hereof as if stated in its entirety.

2. **GRANT/TERM.** Landlord hereby leases the Premises to Tenant, upon the terms and conditions hereinafter set forth, for a term commencing on the Effective Date and ending on June 30, 2013 (the "**Term**"). Notwithstanding the foregoing, if the charter under Tenant's Charter School Agreement is terminated or not renewed for any reason, or if Tenant otherwise ceases to operate the Premises for the Use, this Lease shall terminate on: (i) the date said charter is terminated, or not renewed; or (ii) the date Tenant ceases to operate in accordance with the terms of this Lease.

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

4. **OPERATING EXPENSES AND SERVICES AND ALLOCATION OF RESPONSIBILITY.** "Operating Expenses" means all 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 Landlord). Unless otherwise specifically provided in this Lease, Tenant shall be responsible for all Operating Expenses. "Operating Services" are the services obtained from Landlord, or a third party, for all or a portion of the required Operating Services as set forth in the Facility Services Request Form (a copy of which is attached hereto as Exhibit A and, by this reference, made a part hereof). For example, Operating Services may include, but shall not be 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.

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

A. **Sole Occupancy.**

(i) In the event Tenant is the sole occupant of the Premises, Tenant shall have the following options: (a) to directly procure some or all Operating Services from third parties, other than Landlord; or (b) to elect to procure some or all of its Operating Services from Landlord at Landlord's then 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. Landlord shall deduct the cost of such Operating Services from Tenant's general education quarterly payments 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 and the costs of such Operating Services, and such updated costs shall be due and payable with the next deduction of Operating Services.

(iii) Tenant shall be bound by such election until the first to occur of: (a) the date upon which Landlord changes or adds Operating Services; (b) the date upon which Landlord announces a change in the manner on which it calculates Operating Services; or (c) the date of renewal or extension of this Lease.

B. **Shared Occupancy with a Chicago Public School or contract school.** In the event Tenant shares the Premises, at any time during the Term or any renewed or extended term, with a Chicago Public School or a contract school, Tenant's sole option (while sharing the Premises) shall be to procure all of its Operating Services from Landlord. Tenant shall pay for such Operating Services at Landlord's then current rates and in accordance with Landlord's procedures. Annually or whenever the cost of Operating Services changes, Landlord shall provide Tenant with an updated list of Operating Services and the costs of such Operating Services, and such updated costs shall be due and payable with the next deduction of Operating Services.

- C. **Shared Occupancy with an additional charter school.** In the event Tenant shares the Premises, at any time during the Term or any renewed or extended term, with an additional charter school(s), both or all such schools sharing the Premises must, collectively, select one option (as set forth in section 4A(i) above) regarding the procurement of any Operating Services. Such election shall be made in accordance with section 4A above. Tenant shall be bound by such election for the entire Term. In the event this Lease is extended or renewed beyond the Term, Tenant shall have the option to choose its Operating Services provider(s), in accordance with this Section 4 in the means provided in this Section (as set forth in this) Section prior to the date of any renewal or extension term.

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

Tenant agrees that, if it opts to procure any Operating Services from a third party, Landlord requires adherence to all facility and maintenance standards set by Landlord. Landlord shall provide to Tenant, in writing, Landlord's standards (the "Standards"). Tenant must get written approval from Landlord prior to hiring third party engineering and custodial firms. Tenant must ensure that any third party engineering and custodial firms it hires have proper licensing and staffing. Landlord, in its sole discretion, reserves the right to reject or disapprove hiring of any third party engineering and custodial services firms by Tenant. Landlord shall, at Tenant's sole cost, periodically inspect the Premises; provided, however, in the event Tenant holds the type of tenancy set forth in section 4C above, the cost of such inspections shall be shared equally by all occupants of the building. Landlord shall deduct the cost of such inspections from Tenant's general education quarterly payments under the Charter School Agreement.

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 such Operating Service at Tenant's cost and expense, as set forth above.

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 Landlord's approved annual Capital Improvement Plan. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Section 14.

5. **DIFFERENT SCHOOL HOURS/CALENDARS.** Notwithstanding anything contained in this Lease to the contrary, the parties agree, if Tenant's school year or school hours for any year during the Term, do not coincide with Landlord's regular school year and hours, all additional costs incurred by Landlord for opening, or keeping open, the School during any such hour(s) or days that the School would be closed based on Landlord's calendar for that 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.

6. **DELIVERY OF PREMISES.** Landlord shall deliver to Tenant possession of the Premises on the commencement date in an "AS-IS" and "WHERE-IS" condition, Landlord making no representations or warranties of any nature whatsoever as to the condition of the Premises or the School. Tenant's taking possession of the Premises shall be deemed to be Tenant's acceptance of the Premises in the order and condition as then exists. No promise of Landlord to alter, remodel, decorate, clean or improve the Premises, or any portion thereof, and no representation respecting the condition of the Premises, or any portion thereof, have been made by Landlord to Tenant. Notwithstanding the foregoing, the parties acknowledge that Landlord shall be responsible for making only those improvements and alterations to the Premises specifically set forth in B, Scope of Work (which exhibit is attached hereto and by this reference made a part hereof).

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 stating Tenant's failure to execute this Lease prior to obtaining such possession. Such notice shall allow Landlord to withhold Tenant's general education quarterly payments under the Charter School Agreement, until such time as this Lease has been fully executed by both parties.

7. **PROJECT LABOR AGREEMENT.** Landlord has entered into a project labor agreement 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) (the "Project Labor Agreement"). Tenant acknowledges familiarity with the requirements of the Project Labor Agreement, its applicability to any alteration, remodeling or other construction that may be done on the Premises, and further agrees to comply with the Project Labor Agreement in all respects

8. **TENANT'S COVENANTS.** Tenant shall be bound by the covenants contained in this Section 8 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.

C. **Performance of Work.** 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 is in excess of Ten Thousand and

00/100 Dollars (\$10,000.00), pursuant to contracts, plans and specifications approved in writing, by Landlord. Tenant shall comply with the terms of the Project Labor Agreement. 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: (i) adequate worker'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. 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) in an emergency situation; and (iv) showing the Premises to prospective purchasers, lenders and tenants, and other persons having a legitimate interest in inspecting the same.

E. Compliance with Laws and Rules. Tenant shall 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. 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; or (iii) 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 or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove 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.

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 by Landlord, in writing.

I. Notice of Accidents. Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises of which Tenant has knowledge.

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, 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 8 shall survive the termination or expiration of this Lease.

K. Maintenance and Repairs. Tenant shall, except for those items in Section 4 which are the responsibility of Landlord, keep the Premises in good repair and in a broom clean 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. 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 to the original work. Except for those items in Section 4 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 of Section 8C above.

9. **QUIET ENJOYMENT.** Landlord covenants that Tenant, so long as Tenant is not in default of any terms or conditions in this Lease, shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Landlord, its agents, employees, successors and assigns.

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

11. **INSURANCE.** Tenant, at its own expense, shall procure and maintain insurance covering all operations under this Lease, whether performed by Tenant or by 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 prior to commencement of work under the Agreement and upon request, shall promptly provide a certified copy of any applicable policy of insurance. 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 not exclude sexual abuse/molestation coverage. The Board shall be named as an additional insured 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.

D. **School Board Legal/Professional:** School Board Legal/Professional liability insurance covering Tenant and its directors and officers from liability claims arising from wrongful acts, errors or omissions in regards to the conduct of their duties related to the operation and management of the School with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim. Coverage shall include Employment Practices Liability and Sexual Harassment.

E. **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 general and automobile liability coverages.

F. **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.

G. **Fidelity Bond.** Fidelity bond coverage in the amount of at least Two Hundred Thousand and 00/100 Dollars (\$200,000.00) with a responsible surety company with respect to all of Tenant's employees as may be necessary to protect against losses including, without limitation, those arising from theft, embezzlement, fraud, or misplacement of funds, money or documents. The bond should name the Board of Education of the City of Chicago as a third party.

H. **Construction:** Tenant shall indemnify, defend and agree to save and hold Landlord 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 are subject to the same requirements as Tenant in regards to additional insured, rating, notice, etc.

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. Landlord will not pay Tenant for any work if satisfactory proof of insurance is not provided prior to the commencement of services. The Certificate must provide sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to:

Board of Education of the City of Chicago
Department of Facilities and Operations
125 S. Clark Street
Chicago, Illinois 60603
ATTN: Chief Operating Officer

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 do not contribute with insurance provided by Tenant under this Lease.

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

12. **TENANT WAIVER.** Other than claims for damages resulting from the neglect, acts or omissions of Landlord which are covered by insurance, Landlord and its 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 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.

13. **TENANT DEFAULT.** If Tenant is in default under this Lease and: 1) except as otherwise provided in this Lease, such default shall continue for thirty (30) 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 thirty (30) 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.

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

15. **INDEMNIFICATION.** Tenant agrees to indemnify, defend and save Landlord and its 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.

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

17. **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and shall be deemed properly served and effective: (i) as of the day of delivery if delivered in person, by messenger, overnight delivery service or a party's attorney or agent; (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 a delivery if by facsimile, provided such notice and confirmation that the facsimile was received is sent by mail on the date that the facsimile was transmitted. All notices shall be addressed as follows:

If to Tenant: Academy for Global Citizenship Charter School
4647 West 47th Street
Chicago, IL 60632
Attn: Sarah Elizabeth Ippel, Founder and Executive
Phone No: 773-582-1100

If to Landlord: Board of Education of the City of Chicago
Department of Facilities and Operations
125 South Clark Street
Chicago, Illinois 60603
Attention: Chief Operating Officer

With a copy to: Board of Education of the City of Chicago
Law Department
125 South Clark Street
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.

18. **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 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 subcontractors.

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

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. Board of Education Ethics Code. The Board of Education Ethics Code (04-0623-PO4), adopted June 23, 2004, and as amended from time to time, is hereby incorporated into and made a part of this Lease as if fully set forth herein.

L. Board of Education Indebtedness Policy. Tenant agrees to comply with the Board of Education Indebtedness Policy (11-0525-PO2), adopted May 25, 2011, as amended from time to time, is hereby incorporated into and made a part of this Lease as if fully set forth herein.

M. 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.

N. 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.

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

LANDLORD:

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

By: *D. Vitale*
David J. Vitale, President

Attest: *Estela G. Beltran* 7/27/11
Estela G. Beltran, Secretary

Board Report Number: 11-0525-OP#

Approved as to legal form:

Patrick J. Rocks
Patrick J. Rocks, General Counsel

Date Executed by Landlord: 7/27/11

TENANT:

ACADEMY FOR GLOBAL CITIZENSHIP

By: *sei*

Name: Sarah Elizabeth Ippal

Title: President + Executive Director

Attest:

By: *DS*

Name: Devon Schmitzer

Title: Director of Sustainability + Operations

Date Executed by Tenant: 7/7/2011
sei

EXHIBIT "A"

FACILITIES SERVICE REQUEST FORM

[See Attached]

EXHIBIT "B"

LANDLORD'S SCOPE OF WORK

[See Attached]

FACILITIES REQUEST FORM

School Name: _____

Facility Name: _____

Address: _____

Unit Number: _____

Services which may be obtained through a third party		Services which must be obtained from the Board
Operational Services:		
Y / N	Maintenance Services including: <ul style="list-style-type: none"> • Engineering and Custodial Services [Board must approve, in writing any 3 rd party providers] <ul style="list-style-type: none"> • Pest Control • Snow Removal • Landscaping 	Utilities <ul style="list-style-type: none"> • Gas • Electricity • Water Trash Removal Asset Management: <ul style="list-style-type: none"> • Portfolio Manager / Area Facilities Manager
Security Services:		
Y / N	Personnel	Alarm Monitoring
Information & Technology Services:		
Y / N	LAN Services	
Y / N	WAN Services	
Y / N	Telephone System	

NOTE: In FY12, schools will be held harmless for instructional days and hours of operation outside of CPS regular school year calendar. Charges for subsequent years are to be determined and announced prior to July 1 of that year.

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

I understand that the selections I am making on this form will be binding for the term of my lease in the facility named above and that this completed form is and will become an exhibit to my lease agreement.

Signature: _____

Printed Name: _____

Title: _____

Contact Person and Phone Number: _____

EXHIBIT "B"

LANDLORD'S SCOPE OF WORK

[See Attached]

Location				Quantity	Unit
Floor	Room Location	Building	Topic Number		
Hearst Elementary School 2011-23671-CSP, Section D: Detailed Scope					
			47th st:		
			Saw cut and remove 7'x7' concrete and base coarse material to a depth of 3'	9	EA
			Provide CU soil areas under new concrete	27	CY
			Provide topsoil for tree pit	18	CY
			Install 4" cal. Parkway tree in new tree pit. Provide 5'x5' tree grate and frame with perimeter grade beam; fill space from top of grate to bottom of grate with lava rock mulch; reconfigure concrete for grate and include expansion joints	9	EA
			Remove existing 4' tall chain link fence at parking lot entry and replace with 4' tall ornamental metal fence with two (2) 8' wide swing gates	70	LF
			Provide 4" cal parkway tree in existing turfgrass parkway	1	EA
			Saw cut existing 5'x10' pavement and remove base-coarse materials to a depth of 3'	21	EA
			Provide topsoil planting media for trees in 5'x10 parkway tree planting areas.	105	CY
			Provide 4" cal. parkway trees	21	EA
			Provide mulch for 5'x10 parkway tree planting areas at 3" deep	10	CY
			Lemon Ave.		
			Saw cut existing 5'x10' pavement and remove base-coarse materials to a depth of 3'	7	EA
			Provide topsoil planting media for trees in 5'x10 parkway tree planting areas	35	CY
			Provide 4" cal. parkway trees	7	EA
			Provide mulch for 5'x10 parkway tree planting areas at 3" deep	3	CY
			Trash Enclosure		
			8" CONCRETE	2,410	SF
			Provide CPS Standard 6' tall chain link 3-bay trash enclosure with privacy slats	108	LF
			Provide concrete-filled steel bollards to protect trash enclosure corners and gates	4	EA
			12'x6' DOUBLE CHAIN LINK SWING GATE WITH PRIVACY SLATS	3	EA
			Playlot		
			Allowance for 2 new playlots	2	EA
			East entrance - Ramp, Stairs, Doors, AI Phone		
			Demolish existing concrete steps and landing and provide.	120	SF
			Provide new slope ramp and concrete stairs with structure. Includes: Ramp 1:16 slope = 36' ramp length = 180SF Ramp Landing Mindway = 25 SF Landings main Landing = 100 SF	305	SF
			Sand Blast (abate?) and repaint existing Landing Guardrails/Canopy Support	10	LF
			Excavation to go to frost depth, 3'-6" below grade.	800	CF
			Install continuous footings 2'-0" wide by 1'-0" deep, under the 8" thick concrete wall at each edge of the ramp, along the full length and two ends. To be reinforced per code.	90	LF
			New Guard Rails both sides - Includes:	100	LF
			New Hand Rails both sides - Includes:	70	LF
			Remove existing HM doors and frames	3	EA
			New Exterior Doors, Aluminum Doors and Frames (36" doors).	3	EA
			Add Power operator at Door	1	EA
			Remove existing acoustic tile ceiling -	90	SF
			Replace with a hardpan impact resistant gypboard Ceiling	90	SF
			seal flashing along canopy flashing	20	LF
			Remove and Replace Vestibule Doors - Alum Frame	2	EA
			Electrical		
			Provide new Alphone - Wire back to Main Office - Remove existing door buzzer	1	EA
			Provide connection to new ADA Push Plate inside Vestibule.	1	EA
			Replace lighting fixtures in Vestibule hardpan ceiling - recessed can lights	6	EA
			Replace lighting fixtures on exterior canopy	3	EA

Location				Quantity	Unit
Floor	Room Location	Building	Topic Number		
Hearst Elementary School 2011-23671-CSP, Section D: Detailed Scope					
			Plumbing		
			Rod out roof drain above - canopy/vestibule	1	EA
			West entrance ramp		
			Demolish existing concrete steps and landing and provide.	120	SF
			Provide new slope ramp and concrete stairs with structure. Includes: Ramp 1:16 slope = 36' ramp length = 180SF Ramp Landing Midway = 25 SF Landings main Landing = 100 SF	305	SF
			Sand Blast (abate?) and repaint existing Landing Guardrails/Canopy Support	10	LF
			Excavation to go to frost depth, 3'-6" below grade.	800	CF
			Install continuous footings 2'-0" wide by 1'-0" deep, under the 8" thick concrete wall at each edge of the ramp, along the full length and two ends. To be reinforced per code.	90	LF
			New Guard Rails both sides - Includes:	100	LF
			New Hand Rails both sides- Includes:	70	LF
			Remove existing HM doors and frames	4	EA
			New Exterior Doors, Aluminum Doors and Frames (36" doors).	4	EA
			Add Power operator at Door	1	EA
			Remove existing acoustic tile ceiling -	460	SF
			Replace with a hardpan impact resistant gypboard Ceiling	460	SF
			seal flashing along canopy flashing	20	LF
			Remove and Replace Vestibule Doors - Alum Frame	2	EA
			Mechanical		
			Replace registers in Vestibule	2	EA
			Electrical		
			Provide new Alphone - Wire back to Main Office - Remove existing door buzzer	1	EA
			Provide connection to new ADA Push Plate inside Vestibule.	1	EA
			Replace lighting fixtures in Vestibule hardpan ceiling - recessed can lights	8	EA
			Replace lighting fixtures on exterior canopy	2	EA
			Plumbing		
			Rod out roof drain above - canopy/vestibule	1	EA
			Other Exterior		
			Replace existing wall mounted broken fixtures	3	EA
			Replace locksets at other hollow metal exterior doors	2	EA
			Exterior Directional Signage		
			Provide new exterior directional signage for existing accessible Entrance. install Signage at all doors for entry locations, assumed pole mounted	6	EA
			Girls Toilet rooms (1st floor)		
			Demo existing toilet partitions	7	EA
			New toilet Partitions - 5 standard 1 ada	5	EA
			Demo existing Toilets	3	EA
			Demo the existing doors and panels.	1	EA
			Demo middle mullion on HM frames	2	EA
			Patch & Paint exg HM frames	2	EA
			Demo plumbing wall at toilets	18	LF
			New Painted CMU Wall at toilets	18	LF
			Scrape existing ceiling . New painted impact resistant gypboard ceiling - provide support channels below existing ceiling.	325	SF
			Provide horizontal and vertical grab bars at the ADA stall	1	SET
			Provide horizontal bars at the ambulatory stall	1	SET
			Provide ADA compliant mirror	1	EA
			New gyp Board painted wall - privacy wing wall	18	SF
			Mechanical		

Location				Quantity	Unit
Floor	Room Location	Building	Topic Number		
			Hearst Elementary School 2011-23671-CSP, Section D: Detailed Scope		
			Re-balance existing exhaust to meet City of Chicago Code Ventilation	1	LS
			Clean all exhaust and supply grills	2	EA
			Electrical		
			Provide lighting motion sensor control	1	EA
			Provide emergency battery light	1	EA
			Provide hard-wired sensor flush valves. Connect new fixtures to existing piping.	2	EA
			Provide hard-wired sensor at new ADA lavatory	1	EA
			Replace electric hand dryer	1	EA
			New recessed light fixtures (1x4's)	2	EA
			Plumbing		
			Demo existing lavatory and associated trim and piping (sanitary, vent, cold and hot water) back to vertical risers and cap piping at risers.	1	EA
			Demo existing water closet and associated carrier, trim and piping (sanitary, vent, cold and hot water) back to vertical risers and cap piping at risers.	4	EA
			Replace the existing lavatories with new ADA compliant lavatories	1	EA
			Replace existing floor drains with new and re-connect to existing piping. Rod floor drains.	1	EA
			Provide new water closets, compliant fixtures, at locations per architectural scope. Provide hard-wired sensor flush-o-meters. Connect new fixtures to existing piping.	2	EA
			Provide thermo-mixing valves at all new and existing lava	3	EA
			Provide 1 hot and 1 cold water isolation valve for toilet room	2	EA
			Boys Toilet rooms (1st floor)		
			Demo existing plumbing walls	260	SF
			Replace with Cement board & ceramic tile tiled wall	260	SF
			Demo existing standard toilet partitions	3	EA
			New Toilet Partition - 1 ADA	2	EA
			New ADA grab bars	1	SET
			Demo the existing doors and panels.	2	EA
			Demo middle mullion on HM frames	2	EA
			Patch & Paint exg HM frames	2	EA
			Demo plumbing wall at toilets	17	LF
			New Painted CMU Wall at toilets	17	LF
			Scrape existing ceiling. New painted impact resistant gypboard ceiling - provide support channels below existing ceiling.	325	SF
			Provide horizontal and vertical grab bars at the ADA stall	1	SET
			Provide horizontal bars at the ambulatory stall	1	SET
			Provide ADA compliant mirror	1	EA
			New gyp Board painted wall - privacy wing wall	18	SF
			Provide new epoxy painted CMU block plumbing wall		
			New gyp Board painted wall - privacy wing wall	18	SF
			Mechanical		
			Re-balance existing exhaust to meet City of Chicago Code Ventilation	1	EA
			Clean all exhaust and supply grills	2	EA
			Electrical		
			Provide lighting motion sensor control	1	EA
			Provide emergency battery light	1	EA
			Provide hard-wired sensor flush-o-meters at new urinals and toilets.	7	EA
			Provide hard-wired sensor at new lavatory	2	EA
			Replace electric hand dryer	1	EA
			New recessed light fixtures (1x4's)	2	EA
			Plumbing		
			Demo existing lavatory and associated trim and piping (sanitary, vent, cold and hot water) back to vertical risers and cap piping at risers.	3	EA
			Demo existing water closet and associated carrier, trim and piping (sanitary, vent, cold and hot water) back to vertical risers and cap piping at risers.	3	EA

Location				Quantity	Unit
Floor	Room Location	Building	Topic Number		
Hearst Elementary School 2011-23671-CSP, Section D: Detailed Scope					
			Demo existing urinals.	4	EA
			Replace the existing lavatories with new ADA compliant lavatories	1	EA
			Replace the existing lavatories	1	EA
			Replace existing floor drains with new and re-connect to existing piping. Rod floor drains.	1	EA
			Provide new water closets (include carrier), compliant fixtures, at locations per architectural scope. Connect new fixtures to existing piping.	2	EA
			Provide new urinals (include carrier), wall mounted. Connect new fixtures to existing piping.	3	EA
			Provide thermo-mixing valves at all new and existing lavs	3	EA
			Provide 1 hot and 1 cold water isolation valve for toilet room	2	EA
			faculty toilet ceiling repair Scrape existing ceiling. New painted impact resistant gypboard ceiling - provide support channels below existing ceiling.	30	SF
			Unisex toilet (first floor)		
			Remove existing door & Frame	1	EA
			Provide new HM frame and ADA compliant door and hardware	1	EA
			Provide ADA compliant mirror	1	EA
			Remove the existing toilet room accessories and provide new toilet room accessories for ADA compliance	1	SET
			Prime and paint the CMU walls	450	SF
			Scrape, prep and paint ceiling	48	SF
			Replace the existing flooring with new 1x1 ceramic tile floor	48	SF
			Demo and Infill CMU for new carrier installations	40	SF
			Provide thermo-mixing valves at all new and existing lavs	1	EA
			Provide 1 hot and 1 cold water isolation valve for toilet room	2	EA
			Mechanical		
			Clean all exhaust and supply grills	2	EA
			Re-balance existing exhaust to meet City of Chicago Code Ventilation	2	EA
			Electrical		
			Provide lighting motion sensor control	1	EA
			Provide emergency battery light	1	EA
			Provide in-wall flush sensors at water closets	1	EA
			Provide new ADA compliant hardware with automatic sensors at new lavatories	1	EA
			Provide ADA compliant hand dryer	1	EA
			Plumbing		
			Demo existing water closets	1	EA
			Demo the existing lavatory and associated piping	1	EA
			Provide new ADA compliant water closet include carrier	1	EA
			Provide new ADA compliant lavatory - relocated, include new carrier and branch piping	1	EA
			Signage - First Floor Interior Provide new interior directional signage - includes room identification - and direction to new elevator and unisex toilet room.	12	EA
			Drinking fountains -First Floor		
			Demo existing (single) drinking fountains	3	EA
			Replace 1 fountain (near student toilets) with 30" for elementary	1	EA
			New 30" fountain - location TBD	1	EA
			Replace 1 fountain (near student toilets) with 38" for adults	1	EA
			Replace 1 fountain (near room 118) with 42" for adults	1	EA

Location				Quantity	Unit
Floor	Room Location	Building	Topic Number		
Hearst Elementary School 2011-23671-CSP, Section D: Detailed Scope					
			Provide stainless steel in back of the D.F.	3	EA
Interior Doors and Hardware to Offices & Classrooms- First Floor					
			Demo existing door - Existing HM frame to remain	11	EA
			Remove Door stop from existing frame - IF surface mounted?	11	EA
			Infill openings in existing HM frame	11	EA
			New Door, Hardware & HM frame in new location.	11	EA
			Demo existing Double Door (6') - Door and Frame	1	EA
			New 8' Door, Hardware & HM frame in same location.	1	EA
			Disconnect & remove thermal control panel (approx 12' x 18") near Door 104.	1	EA
			Infill with 4" CMU at area of former thermal control panel	3	SF
			Paint CMU to match nearby glazed block	10	SF
Multi Purpose Room					
			Provide steel handsink	1	EA
			Refrigerator, True TS 49 Model	1	EA
			Table, 3'-6" x 2'-0"	1	EA
			Cold well, 3'-8" x 3'-0"	1	EA
			Steam table, 2'-8" x 3'-6"	1	EA
			Milk Case, 4'-1" x 3'-6"	1	EA
			Tray Cart, 4'-8" x 2'-0"	1	EA
			Food Warmer	1	EA
			Tray Slide, 7'-8" long	1	EA
			Remove existing floor mounted electrical boxes	2	EA
			Provide a linear curb with power for kitchen equipment listed above	1	LS
			Provide new battery back up exit signs	2	EA
Main Roof					
			Rod out all Main Roof drains	6	EA
Classrooms - 1st Floor					
			Replace broken light lenses	4	EA
			provide cover plates at missing devices	8	EA
			Remove damaged surface power raceway in ROOM 109	100	LF
			Selective demo of masonry chase Room 109	20	SF
			Rebuild Masonry chase - Room 109	20	SF
			Replace broken Roof Down Spout.	25	LF
			Paint Affected wall in room 109	234	SF
Hallways - 1st floor					
			Replace broken light lenses	3	EA
			Provide 4" linear cover plate at opening near radiators	7	LF
			new Battery back up exit signs	4	EA
			Replace above ceiling extension cord with permanent wiring	100	LF
Main Office					
			Modify existing counter to provide an 3' dropped accessible Counter. Relaminate entire counter. Exg. Counter is 3 feet deep & approx 8' long	1	LS
			Relaminate adjacent office counter gate (3') to match new counter finish.	5	LF
Fire Alarm - Both Floors					
			New Audible and Visible Fire Alarm Device in all Classrooms and Offices	10	EA
			Connect to existing system - synchronize	1	EA
			New Subpanel for new devices. Modify exg fire alarm to provide new NAC panel to sink strobes.	1	EA
Other Systems					

Location				Quantity	Unit
Floor	Room Location	Building	Topic Number		
Hearst Elementary School 2011-23671-CSP, Section D: Detailed Scope					
			Disconnect Belts/Clocks/Entercom/Alarm from Main School	1	LS
			Provide new head end for Sound/Public Address system - near main office	1	LS
			Provide new head end for Clock system - near main office	1	LS
			Provide new head end for Security system - near main office	1	LS
Mechanical Systems					
			Unit Ventilators - Cleaned, check for proper operation, replace motor	16	EA
			Unit Ventilators - rerouting the Steam return piping to 2nd floor unit ventilators and trapped. Reroute pipes to eliminate traps.	300	LF
			Replace Vacuum Pump in Mechanical Room	1	EA
			Replace Air Compressor in Mechanical Room	1	EA
			Shut down, vent and isolate existing boilers for repairs	2	EA
			Retube boilers	2	EA
			Clean boiler shell and heads	2	EA
			Replace burner and controls on each boiler	2	EA
			Repair of the combustion air Intake damper/actuator (Replace actuator???)	1	EA
			Exhaust Fans not working Repair ?	4	EA
			Existing AHU - Replace fan bearing	1	EA
			Existing AHU - dampers closed - repair damper or sequence of operations	1	EA
			Repair mechanical Insulation- 1st floor	500	LF
			Repair mechanical Insulation- crawl spaces	1,000	LF
Plumbing Systems					
			Crawl space pipe Insulation repairs.	500	LF
			Crawl space flooded, provide duplex sump pump systems.	1	EA
			Provide drain tile system in crawl space	600	LF
Data/Telephone/Clocks					
			Provide New Data/Phone outlet at each teachers station in each classroom	13	EA
			Provide New Data/Phone outlet at offices & faculty areas	5	EA
			Remove existing Draped phone Lines (2nd floor)	200	LF
			Replace broken 2 face clock in hall - 1st floor	1	EA
			replace 4 master clock in 2nd floor classroom - missing	4	EA
Rear staff stair					
			Repair exterior concrete stair - patch treads (30 SF)	1	LS
TOTAL: Base					
General Construction Allowance (2%)					
SUBTOTAL: Base					
General Conditions/Bond/Insurance (8%)					
Contractor's Fee (4%)					
SUBTOTAL: (Total Construction Costs w/o Environ. and Design Cont.)					
Design Contingency (10%) Base					
SUBTOTAL: Scope Total Construction Costs w/o Environ.					
Environmental (5%) Base					
TOTAL: (Base Total Construction Costs)					

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.

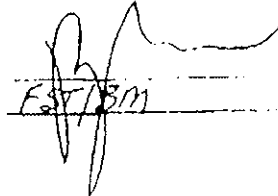
- 13.a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, 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

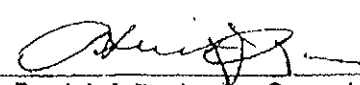
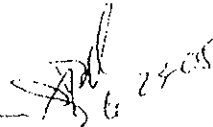
By: Michael W. Scott
Its: President

By: 
Its: ESY/BM

Attest:

Estelle H. Beltier 6/20/05
Secretary

Board Report 05-0622-EX22


Patrick J. Rocks, Jr., General Counsel  6/22/05

Labor Organization: Iron Workers Local 63

Address: 2525 West Lexington

City, State, Zip Code: Broadview, IL 60155

Telephone Number: (708) 344-7727

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

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0627-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 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael G. (c) Koch
Its: President

Attest:

Estela H. Beltran - 6/30/05
Secretary

Board Report 05-0622-EX27

Patrick J. Rocks, Jr. *AM 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

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Bellamy 6/30/05
Secretary

Board Report 05-0677-EX77

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

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

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

Telephone Number: 630 655-8289

By: Jimmy P. Conway
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael (L) Jones
Its: President

Attest:

Evelyn H. Beltran 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: Chicago Regional Council of Carpenters

Address: 12 E. Erie Street

City, State, Zip Code: Chicago, IL 60611

Telephone Number: 312-951-1527

By: Master C. Holman
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 B. 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. O'Quinn
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael 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 *PKR 6/23/05*

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

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James J. Sullivan
Its: BUSINESSS MANAGER

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 EX27

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 J. Scott
Its: President

Attest:

Evelyn H. Pettis 6/30/05
Secretary

Board Report 05-0672-EX22

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

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

Address: 120 E. Ogden Ave, 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: (630) 655-1930

By: Thomas J. Faul
Its: Directing Business Representative

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

CHICAGO BOARD OF EDUCATION

By: Michael L. Scott
Its: President

Attest:

Evelyn M. Bellin 6/30/05
Secretary

Board Report 05-0622-EZ22

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

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 L. Scott
Its President

Attest:

Estela A. Beltran 6/30/05
Secretary

Board Report 05-0677-EX22

Patrick J. Rocks, Jr. 7/1/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Public Employees Local 21
Address: 1950 W. 43rd
City, State, Zip Code: CHGO IL 60609
Telephone Number: 773 650 1841
By: [Signature]
Its: PRES. 05-4

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatela H. Bellamy 6/30/05
Secretary

Board Report 05-0622-EX77

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

Labor Organization: PIPEFITTERS L.U. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

By: Michael C. Scott
Its: President

Attest:

Evelyn H. Belknap 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: BOILERMAKERS LOCAL #098

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773 247-5225

By: John Sheehan
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Bell 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 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela A. Beltian 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Painters' District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Thomas P. Fitz
Its: _____

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Bellan 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Sheet Metal Workers' Union local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 449-0073

By: Stanley F. Kargynski
Its: _____

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

CHICAGO BOARD OF EDUCATION

By: Michael C. Leaf
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: Roofers' Union Local No. 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester, IL 60154

Telephone Number: 708-345-0970

By: Richard Mott
Its: PRCS

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estelle B. Sullivan 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6-23-05
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: [Signature]
Its: [Signature]

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

CHICAGO BOARD OF EDUCATION

By: Arnold W. Jones
Its: President

Attest:

Estela H. Bultman 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
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

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 05-0672-EX22

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

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: _____

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

CHICAGO BOARD OF EDUCATION

By: Michael J. Scott
Its: President

Attest:

Estela B. Bellan 6/30/05
Secretary

Board Report 05-0622-EX27

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

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: Ronald W. Moore Sr.

Its: President

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

CHICAGO BOARD OF EDUCATION

By Michael W. Scott
Its President

Attest

Estela D. Beltian 6/30/05
Secretary

Board Report 05-0622 EX27

Patrick J. Rocks, Jr. 6/23/05
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: _____

EXHIBIT "C"

MEMORANDUM OF UNDERSTANDING

[Only if shared facility - See Attached]

**MOU Addendum: Annual Sharing Agreement
Between X School and Y School**

PART ONE: PHYSICAL SPACE

I. CLASSROOMS

- A. School X will be housed in the following classrooms:
- B. School Y will be housed in the following classrooms:

II. COMMON AREAS

- A. The Parties will share the following Common Areas: the cafeteria; the gymnasium, the library; the auditorium, the playground; Parking Lot; and _____, ("Common Areas") as noted below
- B. The Parties will adjust the schedule for the specific use of these Common Areas during regular meetings, and as needed, by agreed upon procedures as noted below
- C. 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

- 1. Gymnasium
- 2. Cafeteria
- 3. Library
- 4. Auditorium
- 5. Playground
- 6. Parking Lot
- 7. Other

III. ENTRANCES AND EXITS

- A. School "X" students will enter and exit from _____
- B. School "Y" students will enter and exit from _____

IV. OFFICE SPACE

- A. School "X" will use _____ as their office space.
- B. School "Y" will use _____ as their office space.

V. TEACHERS' WORK AREA

- A. School "X" will use room _____ as a teachers' work area.
- B. School "Y" will use room _____ as a teachers' work area.

VI. ADDITIONAL ITEMS

- A. Storage Closets:
- B. Other:

PART TWO: OPERATIONAL ISSUES

- I. **PHYSICAL PLANT**
- A. _____ will open the building each weekday morning
 - B. _____ will close the building each weekday evening.
 - C. _____ will be in charge of turning on and off the lights.
 - D. _____ will be in charge of the HVAC system
 - E. Other:
- II. **ENGINEER & STAFF**
- A. The Campus Manager-- will supervise the Engineer
 - B. The Campus Manager will monitor and communicate with the engineer and staff on behalf of all schools in the building
 - C. Other:
- III. **CUSTODIAL STAFF**
- A. Engineer will supervise the custodial staff
 - B. Concerns regarding custodial services will be directed to the Campus Manager who will communicate to Principals, Portfolio Manager, and Area Facility Manager
 - C. Other:
- IV. **SECURITY**
- A. _____ will have the security codes to the electronic security system and will disengage the system each morning and set the system each night.
 - B. Security staff will be hired and supervised by:
- V. **PUPIL SUPPORT STAFF**
- A. The following agreements shall be made regarding pupil support staff:
- VI. **ABSENCE**
- A. If any of the above individuals are absent or not available on a particular day, <<Designee>> will be responsible for that function.
- VII. **OTHER:**
- VII. **BLUEPRINT/MAP OF SCHOOL**
- A. Please attach a labeled blueprint or map of the Campus which details the space to be utilized by each individual school.

VIII. SIGNATURES

Signed By:

PRINCIPAL

PRINCIPAL

CAMPUS MANAGER

CHIEF AREA OFFICER
OFFICE OF AREA OFFICER

EXECUTIVE OFFICER,
OFFICE OF NEW SCHOOLS

CHIEF OPERATING OFFICER,
DEPARTMENT OF FACILITIES AND OPERATIONS

Dated: _____