

**LEASE AGREEMENT
NOBLE NETWORK OF CHARTER SCHOOLS
(Reed School Building)**

THIS LEASE AGREEMENT ("Lease") dated this ^{27th} day of ~~July~~ ^{August}, 2010 (the "Effective Date"), is entered into by and between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("**Landlord**") and Noble Network of Charter Schools, an Illinois not for profit corporation ("**Tenant**").

RECITALS:

- A. Landlord controls the property, commonly known as Reed School located at 6350 S. Stewart Avenue, Chicago, Illinois, including the land any and all improvements and appurtenances constructed thereon (collectively the "**Premises**"). Landlord operates an elementary school which is in the process of being phased out of the Premises.
- B. Landlord desires to lease the Premises to Tenant and Tenant desires to so rent the Premises from Landlord for a charter school campus and related educational and community programs, and for no other purposes.

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 have entered into a Charter School Agreement pursuant to which Tenant was granted a charter for the purpose of operating a charter school campus ("**Charter School Agreement**"). The Charter School Agreement is, by this reference, incorporated into this Lease and made a part hereof as if stated in its entirety.
2. **GRANT/TERM.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, upon the terms and conditions hereinafter set forth, for a term commencing on the Effective Date and ending on June 30, 2014 (the "**Term**"). Notwithstanding the foregoing, if the charter under Tenant's Charter School Agreement is terminated or not renewed for any reason, or if the Tenant otherwise ceases to operate the Premises for the Use, this Lease shall terminate on the first to occur of: (i) the date said charter is terminated or not renewed; or (ii) the date Tenant ceases to operate the Premises for the Use in accordance with the terms of this Lease.
3. **USE.** Tenant shall be permitted to use the Premises for a charter school and related educational and community programs and for no other purpose (the "**Use**").
4. **DELIVERY OF PREMISES.** Landlord has agreed to have certain work done to the Premises (the "**Work**") and has awarded a contract for the Work. The Work is described on Exhibit D, which is attached hereto and made a part hereof. Except for agreeing to complete the Work, Landlord shall deliver to Tenant possession of the Premises on the Effective 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. 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. Except for the Work, 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, has been made by Landlord to Tenant.

Notwithstanding the foregoing, the parties acknowledge and agree that Tenant shall not be given possession of the Premises until the final execution of the Lease by both parties, but in no event before the Effective Date. Further, the parties acknowledge and agree that pursuant to the terms of the Charter School Agreement, if Tenant obtains possession of the Premises prior to the Effective Date, Landlord shall provide notice to Tenant stating Tenant's failure to execute this Lease prior to obtaining such possession. Such notice shall allow Landlord to withhold

between the parties, as hereinafter defined. In the event Tenant shall change its election from Landlord provided Operating Services to third party provided Operating Services, Tenant shall, at the request of Landlord, and at Tenant's sole cost and expense, return to Landlord any and all supplies and equipment provided by Landlord for the purpose of providing the Operating Services.

Tenant agrees that, if it opts to procure any Operating Services from a third party, Tenant shall ensure that all such Operating Services are provided according to the same standards provided by the Landlord in its other schools. Landlord shall provide to Tenant, in writing, Landlord's standards (the "Standards"). Landlord shall, at Tenant's sole cost, inspect the Premises up to four (4) times per year; provided, however, in the event Tenant holds the type of tenancy set forth in section C above, the cost of such inspections shall be shared equally by all occupants. Tenant's share of the cost of any such inspections shall be deducted from the Quarterly Payments; provided however, Landlord shall first notify Tenant that certain standards have not been met. Tenant must comply with Landlord's Standards within fifteen (15) days after Landlord has notified the Tenant by written notice of such failure, except in the case of a failure which cannot be remedied within said fifteen (15) days, and where Tenant shall have commenced and is diligently pursuing all necessary action to comply with Standards, Tenant shall have an additional thirty (30) days to comply with such Standards. In the event Tenant is unable or to remedy such failure within the appropriate time frame, Landlord shall have the right to provide such Operating Standards to Tenant and to deduct the Operating Expenses of such Operating Services from the Quarterly Payments. Notwithstanding the foregoing, if a safety Standard which constitutes an emergency or situation that threatens life or health, Tenant must remedy such failure within forty-eight (48) hours of commencement of noncompliance,

If Landlord is responsible for providing any Operating Services for the Premises, the Landlord shall deduct the Operating Expenses for such Operating Services from the Quarterly Payment(s). The Operating Services shall be provided at Landlord's then current rates and in accordance with Landlord's procedures and will be subject to increase as the Landlord's costs increase. If the Landlord provides food services, the Landlord shall have the right, in its sole and exclusive discretion, to provide warming kitchen facilities or full kitchen facilities to the Tenant.

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 (herein referred to as "Capital Expenses", and all as defined under generally accepted accounting principles consistently applied), unless such expenditure is required because of damage caused by any act, omission or negligence of Tenant or its employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such capital work that is not in accordance with the Landlord's approved annual Capital Improvement Plan. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Section 15.

7. **DIFFERENT SCHOOL HOURS/CALENDARS.** Notwithstanding anything contained in this Lease to the contrary, the parties agree, if the Tenant's school year or school hours for any year during the Term do not coincide with the Landlord's school year and hours, Landlord shall deduct from the Quarterly Payments any and all additional costs incurred by Landlord for opening, or keeping open, the Premises during any such hours or days that the Premises would be closed based on Landlord's calendar for that school year. Such costs shall include, but not be limited to, Landlord's cost of additional utility expenses, engineers, janitors, and security staff.

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

provide, use or pay for "scanner" or metal detectors at the Premises.

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) sublet the Premises in whole or in part; (iv) allow the use or occupancy of any portion of the Premises for a use other than the Use or by anyone other than Tenant or Tenant's employees. In order to grant the request for such consent, Landlord may, in its discretion, require the execution of an agreement by any third party seeking to use or occupy the Premises setting forth such terms as may be required by Landlord.

Notwithstanding the foregoing, in the event Tenant desires to license portions of the Premises for short term usage by third parties, and Landlord consents to any such short term license: (a) Tenant agrees to have the Board Of Education of the City of Chicago added as an additional insured on the insurance required from licensee prior to licensing the Premises; and (b) one-half (1/2) of all proceeds from said license shall, upon Tenant's receipt thereof, be provided by Tenant to Landlord, and used to offset Operating Expenses.

G. No Liens. Tenant shall not suffer any mechanics', laborers' or material men's liens to be filed against the Premises or any portion thereof or any interest therein by reason of any work, labor, services performed at, or materials furnished to, or claimed to have been performed at, or furnished to, the Premises, by or at the direction or sufferance of Tenant, or anyone holding the Premises by, through or under the Tenant.

H. Signs. Tenant shall not affix, maintain or locate any signs, advertising placards, names, insignia, trademarks, descriptive material, fixtures, equipment or any other such like item or items on the Premises 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,

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

13. **TENANT WAIVER.** Other than claims for damage 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.

14. **TENANT DEFAULT.** If the Tenant is in default under this Lease and 1) such default shall continue for ten (10) days after Landlord has notified the 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.

15. **CASUALTY AND CONDEMNATION.** If the Premises are damaged by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, rendering twenty-five percent (25%) or more of the Premises untenable, the Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. If there is any award or payment by the condemning governmental entity, Tenant shall not be entitled to any portion thereof. Landlord agrees to promptly notify Tenant if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

16. **NON-LIABILITY OF BOARD OFFICIALS.** Tenant agrees that no member, employee, agent, officer or official of the 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,

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 attached to it and incorporated into it, 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 the 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 of 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 (96-0626-PO3), adopted June 26, 1996, as amended from time to time, is hereby incorporated into and made a part of this Lease as if fully set forth herein.

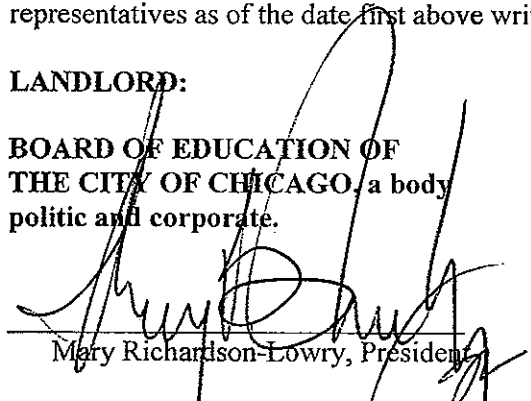
M. Relationship of The Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant.

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

LANDLORD:

**BOARD OF EDUCATION OF
THE CITY OF CHICAGO**, a body
politic and corporate.

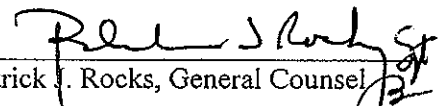


Mary Richardson-Lowry, President

Attest: 
Estela G. Beltran, Secretary 8/27/10

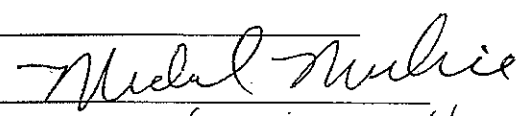
Board Report Number: 10-0224-OP4-1
10-0566-OP1

Approved as to legal form:


Patrick J. Rocks, General Counsel

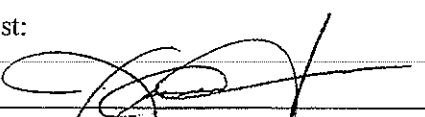
TENANT:

Noble Network of Charter Schools,
an Illinois not-for-profit corporation.

By: 

Name: Michael Mulice

Title: CEO

Attest:
By: 

Name: Jessica Flores

Title: Board Clerk

EXHIBIT A

**Charter and Contract School Facility Services Request Form
(for the term of FY11 through end of lease)**

School Name: Noble Englewood College Prep Unit Number: 400106
 Facility Name: Reed Address: 6350 S. Stewart

<i>Optional Services</i>	<i>Mandatory Services</i>
<p>CPS Operational Service: Yes</p> <p>By choosing yes, CPS will provide the following services :</p> <ul style="list-style-type: none"> • Engineering and Custodial Services • Pest Control • Snow Removal (if applicable) • Landscaping (if applicable) 	<p>Utilities</p> <ul style="list-style-type: none"> • Gas • Electricity • Water <p>Trash Removal</p> <p>Asset Management</p> <ul style="list-style-type: none"> • Portfolio Manager (PM) • Area Facility Manager (AFM)
<p>CPS Safety and Security Personnel: Yes</p> <p>CPS Information and Technology Services CPS LAN Services No CPS WAN Services No CPS Telephone Services No</p>	<p>Alarm Monitoring</p>

On behalf of UTC College Prep School, I Mark Leon, acknowledge receipt of the supporting materials which detail the CPS Facility Services requirements for the facility named above, and agree to follow all applicable CPS regulations and standards as they related to the services selected above. In FY 11, schools will be held harmless for days and hours in operation outside of CPS calendar. Charges for subsequent years are to be determined and announced prior to July 1. 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.

Electronic Signature: Mark Leon

Title: Chief Financial Officer

Phone Number: 312-348-1889

EXHIBIT B

**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

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.) 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 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela A. Beltrán 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

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

Telephone Number: (630) 887-4100

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

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

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

Telephone Number: 630 655-8289

By: John P. Loney
Its: Business Manager

Dated this 13th 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 *PRM 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. Brown
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 PRJ 6/23/05

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. 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:

Estelle B. Bellin 6/30/05
Secretary
Board Report 05-0622-EX22

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

Labor Organization: International Union of Operating Engineers
Local 150, AFL-CIO

Address: 6200 Joliet Road

City, State, Zip Code: Countryside, IL 60525

Telephone Number: (708) 482-8800

By: James M. Sweeney
Its: Vice President

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Bellman 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: FIREFIGHTERS L.U. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Bellrose 6/30/05
Secretary

Board Report 05-0622-EX22

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

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

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Altman 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. Karayash
Its: _____

113365,9

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estelle B. Bellman 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Printers, 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. Scott
Its: President

Attest:

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

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

Labor Organization: HEAF & FROST INSULATORS-LOCAL 17

Address: 3850 S. Racine Avenue

City, State, Zip Code: Chicago, IL 60609

Telephone Number: 773 247-8184

By: [Signature]
Its: _____

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Belltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/27/05
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: 308-366-6695

By: Robert Beckwith
Its: _____

MEMORANDUM OF UNDERSTANDING FOR SHARING ONE SCHOOL BUILDING OR CAMPUS

Reed CAMPUS

This Memorandum of Understanding for sharing one school building or campus (“MOU”) is effective as of the first day of July, 2010 (the “Effective Date”), by and among the Board of Education of the City of Chicago, a body politic and corporate (the “Board”), Noble Englewood College Prep (NECP), and Walter Reed Elementary School (Reed). NECP and Reed shall be referred to herein as a “School” and collectively, the “Schools”. The Schools and the Board shall be referred to collectively as the “Parties.”

RECITALS

- A. Pursuant to Policy 410.7 (Shared Facility Policy) The shared facility policy (the “Policy”) as set forth in the Chicago Public Schools Policy Manual, the Board expressed its intent to create more small schools that would share one facility which had originally been purposed to house one school with a large student population.
- B. As a result of the Policy, the Board has created some Shared Facilities (as hereinafter defined) in school buildings owned or leased by the Board. The creation of such Shared Facilities shall not, in any way, affect the Board’s right and ability to promulgate and enforce rules established by the Board regarding the use of the Building (as hereinafter defined). A “Shared Facility” is a Board owned or leased building that houses more than one school, each of which is autonomous and has its own: (i) school leader(s); (ii) governing body; and (iii) CPS identification number. The Shared Facility which is the subject of this MOU is that certain school building located at 6350 South Stewart Avenue, Chicago, Illinois (the “Building”).
- C. The Policy requires that, prior to occupation of a Shared Facility, each School to occupy a Shared Facility enter into this MOU and a Sharing Agreement (as hereinafter defined and attached hereto as Exhibit A, and made a part hereof by this reference). The purpose of this MOU is to memorialize all mutually agreed upon principles regarding the Shared Facility and to define the role of the Campus Manager (as hereinafter defined). The “Sharing Agreement” is an exhibit to this MOU identifying what portions of the campus shall be occupied by each School, and what portions of the campus shall be shared or designated as common areas.
- D. In accordance with the Policy, the parties have agreed to enter in this MOU for purposes of memorializing the mutually agreed upon principles regarding the Shared Facility, and defining the role of the campus manager for the Shared Facility.

("CPS") Office of New Schools by July 1 of each year of the Term, as renewed or extended in accordance with the terms hereof.

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

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

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

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

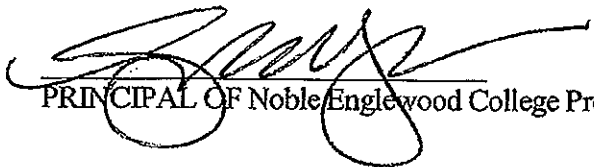
- A. To meet, at a minimum, in June of each year of the term to discuss and complete the annual renewal or amendment of the Sharing Agreement.
- B. To grant, to the Campus Manager, the authorities shown on Exhibit B attached hereto, and by this reference, made a part hereof.

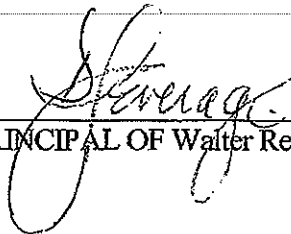
6. **Commitment to Regular Meetings:** The principals, directors or designees of each School will meet, at least once per month, with the Campus Manager to discuss the following, and any other issues that may have arisen between the previous and current monthly meeting:

- A. Usage schedule for common areas
- B. Arrival and departure times of students and staff of each School

10. **Entire Agreement; Amendment.** Except as otherwise provided herein, this MOU contains the entire agreement of the Parties with respect to the subject matter herein supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties as reflected by a written instrument executed by the Parties hereto.

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


PRINCIPAL OF Noble/Englewood College Prep


PRINCIPAL OF Walter Reed Elementary


CAMPUS MANAGER

EXECUTIVE OFFICER,
OFFICE OF NEW SCHOOLS

DIRECTOR,
OPERATIONS AND FACILITIES


CHIEF AREA OFFICER

CHIEF EDUCATION OFFICER,
OFFICE OF EDUCATION

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

PART TWO: OPERATIONAL ISSUES

I. STUDENT ENTRANCES AND EXITS

- A. NECP will enter and exit from #2 (North Entrance)
- B. Reed will enter and exit from #3 (West Entrance)

II. TEACHERS' WORK AREA

- A. NECP will use room 301 as a teachers' work area.
- B. Reed will use room as a teachers' work area.

III. COMMON AREAS

- A. ~~The Schools will share the following Common Areas: the cafeteria; the gymnasium; the playground; Parking Lot; and ("Common Areas") as noted below.~~
- B. Principals of each School must submit a draft of calendar for each school year, which will list all programs, events, etc. that require the support of shared staff members, by August 1st of each year.
- C. The Parties will adjust the schedule for the specific use of these Common Areas, as necessary, during monthly meetings, by agreed upon procedures as noted below.
- D. 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. Playground:
 - 4. Parking Lot:
 - 5. Other:

IV. ADDITIONAL ITEMS

- A. Storage Closets:
- B. Other:

V. PHYSICAL PLANT

- A. Tim Simms will open the building each weekday morning.
- B. Dindi Broussard will close the building each weekday evening.
- C. Custodial Staff will be in charge of turning on and off the lights.
- D. Vince Zagotta will be in charge of the HVAC system.
- E. Other:

EXHIBIT D

THE WORK

[See Attached]

Lockers

- Provide new wall mounted 5'-0" high lockers in the corridors
- Replace the existing recessed 5'-0" high lockers

Classrooms

- Resurface the existing chalk boards with white boards at the instruction side wall
- Scrape and paint walls and ceilings of all classrooms

Science Rooms

- Convert 3 existing classrooms into 2 science labs with shared prep room

Corridors

- Scrape and paint walls and ceilings of all corridors

Gymnasium -- Stage Lift

- Provide stage lift

Lunchroom

- Provide ADA compliant accessible lunchroom tables
- Replace interior finishes

Interior Doors

- Replace existing classroom entry doors, frames and door hardware with new doors, frames and ADA compliant door hardware. Relocate new doors to 8" from the face of corridor wall.
- At non-entry doors (second classroom door), replace the existing door and hardware to match the new entry doors.

Drinking Fountains

- Replace the existing drinking fountains with ADA compliant drinking fountains on all floors

Electrical

- Replace existing lighting in toilet rooms – see architectural
- Provide exterior exit lighting
- Provide emergency lighting

Fire Protection

- Replace the existing fire alarm system
- Provide visual and audio devices as required by code (including all classrooms)

Additional Items added to Scope following the Transfer Meeting:

Civil/Site/Landscape

- Provide new ADA compliant parking spaces

Main Entrance - High School

- Provide sloped sidewalk access to new entry with guardrail and handrail

Classrooms

- Replace all existing 1'-0" x 1'-0" VCT in approximately 5 classrooms

EXHIBIT E

FOOD SERVICE AGREEMENT

[See Attached]

**School Food Service Agreement
between
Board of Education of the City of Chicago
and
Noble Network of Charter Schools**

This School Food Service Agreement (the "**Agreement**") dated September ____, 2010 (the "**Effective Date**"), is by and between the Board of Education of the City of Chicago, a body politic and corporate, also known as Chicago Public Schools (the "**Board**" or "**CPS**"), and the Noble Network of Charter Schools, an Illinois not-for-profit corporation ("**Noble Network**").

- A. The Noble Network operates the Noble Street Charter School, an independent public school, which has ten (10) campuses throughout the City of Chicago.
- B. This Agreement is an exhibit to the attached Lease Agreement (the "**Lease**") for a portion of the Reed School Building, located at 6350 South Stewart, Chicago, Illinois.
- C. Pursuant to the Lease, Noble Network's Englewood Campus shares the Reed School building with a traditional CPS school, Walter Reed Elementary School ("**Reed Elementary**").
- D. The parties have agreed that Noble Network will provide breakfasts, lunches, snacks and dinners, reimbursable by the Board, to the students of Reed Elementary each day the school is in session and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, which is, by this reference incorporated in this Agreement and made a part hereof, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. This Agreement is for a term commencing on the Effective Date and ending on June 30, 2011 (the "**Term**").
- 2. For grades 2-8 at Reed Elementary, the price to be reimbursed to Noble Network and invoiced to the Board for breakfast shall be at the FY11 federal free reimbursement rate per meal, and the price to be reimbursed to Noble Network and invoiced to the Board for lunch shall be at the FY11 federal free reimbursement rate per meal. There shall be no costs to CPS students for breakfast meals. The costs to CPS students for a paid lunch meal and a reduced-price lunch meal shall each be at a rate as determined by the Board and charged to all CPS students.
- 3. Noble Street shall invoice the Board for meals based on the number of meals served to CPS students. Equivalent meals will be determined by dividing total a la carte sales by the equivalent factor of 2.4321 and shall be reimbursed at the federal free reimbursement rate for lunch as determined by the United States Department of Agriculture after July 1st of each fiscal year. Noble Network will provide the appropriate documentation to CPS as needed.
- 4. Noble Network shall provide after school snacks at a rate not to exceed the FY11 federal free reimbursement rate for after school snacks, and Noble Network shall provide after school hot or cold meals at a rate not to exceed the FY11 federal free reimbursement rate for after school hot or cold meals for CPS students.
- 5. A billing statement for the costs of the meals served to CPS students will be provided to CPS on a monthly basis. Supporting documentation to the billing statement shall include meal counts by category, by day and cash collected will be credited as a separate line item on the monthly statement to CPS.