

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

**THIS LEASE AGREEMENT** ("Lease") is effective as of July 16, 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 **L.E.A.R.N. CHARTER SCHOOL**, an Illinois not for profit corporation ("**Tenant**").

**RECITALS:**

- A. Landlord owns or controls the Thorp School, located at 8914 South Buffalo Avenue, Chicago, Illinois (the "**School**").
- B. Landlord desires to lease a portion of the School building (the "**Premises**") to Tenant and Tenant desires to so rent the Premises from Landlord for use as a charter school campus and related educational and community programs, and for no other purpose (the "**Use**").
- 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 July 15, 2016 (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 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 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: L.E.A.R.N. Charter School  
1132 South Homan Avenue  
Chicago, Illinois, 60624  
Attn: Greg White, President and CEO  
Phone No: (773)-722-0200

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.

O. Memorandum of Understanding. A Memorandum of Understanding, (a copy of which is attached hereto and, by this reference, made part hereof as Exhibit C) has been entered into between the parties sharing the Premises, which includes, among other matters, the shared usage procedures between the parties.

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: David J. Vitale  
David J. Vitale, President

Attest: Jocelyn Baux 12/23/11  
Jocelyn Baux, Assistant Secretary

Board Report Number: 11-0622-OP4 <sup>11-0928-AR2-35</sup>  
<sup>11-1116-AR1-25</sup>

Approved as to legal form:

Patrick J. Rocks  
Patrick J. Rocks, General Counsel

Date Executed by Landlord: 8/

TENANT:

L.E.A.R.N. CHARTER SCHOOL

By: Gregory White

Name: Gregory White

Title: President (CEO)

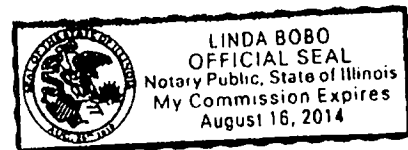
Attest:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Executed by Tenant: 12/5/11



Linda Bobo  
12-8-11

**EXHIBIT "A"**

**FACILITIES SERVICE REQUEST FORM**

[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
<b>Operational Services:</b>		
Y / N	<p>Maintenance Services including</p> <ul style="list-style-type: none"> <li>Engineering and Custodial Services</li> </ul> <p>[Board must approve, in writing any 3<sup>rd</sup> party providers]</p> <ul style="list-style-type: none"> <li>Pest Control</li> <li>Snow Removal</li> <li>Landscaping</li> </ul>	<p>Utilities</p> <ul style="list-style-type: none"> <li>Gas</li> <li>Electricity</li> <li>Water</li> </ul> <p>Trash Removal</p> <p>Asset Management:</p> <ul style="list-style-type: none"> <li>Portfolio Manager / Area Facilities Manager</li> </ul>
<b>Security Services:</b>		
Y / N	Personnel	Alarm Monitoring
<b>Information &amp; Technology Services:</b>		
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"

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:

[Signature]  
EST/3M

Attest:

Evelyn H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

[Signature]  
Patrick J. Rocks, Jr., General Counsel

[Signature] 6-23-05

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

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

Telephone Number: (630) 887-4100

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



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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: \_\_\_\_\_  
Address: 1820 **MACHINERY MOVERS, RIGGERS & MACHINERY ERECTORS LOCAL UNION 136**  
1820 BEACH STREET  
City, State, Zip Code: BROADVIEW, IL 60155-2863  
Telephone Number: 708-615-5300  
By: Frank D. Man  
Its: FST/BM

113369.9

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Sutt  
Its: President

Attest:

Evelyn H. Altman 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

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

Telephone Number: 630 655-8289

By: Jimmy P. Conway  
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Eatela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Chicago Regional Council of Carpenters

Address: 12 E. Erie Street

City, State, Zip Code: Chicago, IL 60611

Telephone Number: 312-951-1527

By:

Its:

Martin C. Halach  
President / Executive Secretary - Treasurer

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evela H. Belter 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'Brien  
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Ester M. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James J. Sullivan  
Its: BUSINESSS MANAGER

113369.9

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Belcher 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. Manley  
Its: Business Mgr.

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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

Address: 120 E. Ogden Ave 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: (630) 655-1930

By: Thomas J. Faul  
Its: Directing Business Representative

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

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

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

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

Address: 6200 Joliet Road

City, State, Zip Code: Countryside, IL 60525

Telephone Number: (708) 462-8800

By: James M. Sweeney  
Its: Vice President



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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Shucklayers Local 21  
Address: 1950 W. 43rd  
City, State, Zip Code: CHGO IL 60609  
Telephone Number: 773 650 1841  
Car Ola

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: PIPEFITTERS L. U. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan.  
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: BOILERMAKERS LOCAL #ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773 247-5225

By: John J. Sheen  
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela M. Altman 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]  
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Esterline M. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Painters' District Council #14

Address: 14516 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Tanner P. Fitch  
Its: \_\_\_\_\_

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela M. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Sheet Metal Workers' Union local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 444-0073

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

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Eatila H. Belcher 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 M. ...  
Its: PRES.

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estelle M. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

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



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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela M. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Beltian 6/30/05  
Secretary

Board Report 05-0622-EX22

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: Donald W. Moore Sr.  
Its: President

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Belton 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Ironworkers Local Union #1

Address: 7720 Industrial Drive

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

Telephone Number: 708-366-6695

By: Robert Beckman  
Its: \_\_\_\_\_

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

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

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

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

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

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

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

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

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

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

Labor Organization: Iron Workers Local 63

Address: 2525 West Lexington

City, State, Zip Code: Broadview, IL 60155

Telephone Number: 708-344-7727

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

By: Michael W. Sott  
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: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

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

Telephone Number: (630) 887-4100

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



By: Michael W. Scott  
 Its: President

Attest:

Estela H. Beltran 6/30/05  
 Secretary

Board Report 05-0622-EX22

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

Labor Organization: \_\_\_\_\_

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

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

Telephone Number: 708-615-9300

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

By: Michael W. Smith  
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: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

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

Telephone Number: 630 655-8289

By: John P. Conway  
Its: BUSINESS MANAGER

By: Michael W. Scott  
 Its: President

Attest:

Estate M. Beltran 6/30/05  
 Secretary

Board Report 05-0622-EX22

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

6-23-05

Labor Organization: Chicago Regional Council of Carpenters

Address: 12 E. Erie Street

City, State, Zip Code: Chicago, IL 60611

Telephone Number: 312-951-1527

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

By: Michael W. Scott  
Its: President

Attest:

Entle H. Bilton 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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. Adams  
Its: Business Manager

By: Michael W. Sot  
 Its: President

Attest:

Eatela H. Beltian 6/30/05  
 Secretary

Board Report 05-0622-EX22

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

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

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James J. Sullivan  
 Its: BUSINESS MANAGER

173487.5

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By:

Its:

John A. Mandle  
Business Mgr.

By: Michael W. Scott  
Its: President

Attest:

Entela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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

Address: 120 E. Ogden Ave., 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: (630) 655-1930

By: Thomas J. Faul  
Its: Directing Business Representative

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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

Address: 6200 Joliet Road

City, State, Zip Code: Countryside, IL 60525

Telephone Number: (708) 482-8800

By: James M. Sweeney  
Its: Vice President



By: Michael W. Scott  
Its: President

Attest:

Estela M. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Blacklayers Local 21

Address: 1950 W. 43rd St

City, State, Zip Code: CHGO IL 60609

Telephone Number: 773 650 1849

By: Ken Olsen  
Its: President

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: PIPEFITTERS L. U. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan  
Its: BUSINESS MANAGER

By: Michael W. Scott  
Its: President

Attest:

Estelle H. Beltan 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. APR 23 06  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: BOILERMAKERS LOCAL # ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773-247-5225

By: John J. Shermant  
Its: BUSINESS MANAGER

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]  
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Painters' District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

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

By: Michael W. Scott  
 Its: President

Attest:

Ester M. Beltran 6/30/05  
 Secretary

Board Report 05-0622-EX22

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

Labor Organization: Sheet Metal Workers' Local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 444-0073

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

By: Michael W. Scott  
Its: President

Attest:

Estate M. Beltan 6/30/05  
Secretary  
Board Report 05-0622-EX22

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

Labor Organization: Roofers' Union Local No. 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester, IL 60154

Telephone Number: 708-345-0970

By: Rich L. Mott  
Its: Pres.

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

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

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

By: [Signature]  
Its: [Signature]



By: Michael W. Cost  
Its: President

Attest:

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

Patrick J. Rocks, Jr. Jul 13-05  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: IBEW, LOCAL 134

Address: 600 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60661

Telephone Number: (312) 454-1340

By: Michael Agnew  
Its: Business Manager

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

JMR  
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 Thomas  
Its: \_\_\_\_\_

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

JMR  
6-23-05

Labor Organization: Cement Masons' Union Local #502

Address: 739 South 25th Avenue

City, State, Zip Code: Bellwood, IL 60104

Telephone Number: 708-544-9100

By: Donald D. Mann Sr.  
Its: President

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

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

JRM  
6-23-05

Labor Organization: Iron Workers Local Union #1

Address: 7720 Industrial Drive

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

Telephone Number: 708-366-6695

By: Robert Backover  
Its: \_\_\_\_\_

EXHIBIT "C"

MEMORANDUM OF UNDERSTANDING

[See Attached]