

This Agreement will be posted on the CPS website.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as the last date set forth on the signature page below (the “Effective Date”), between the Board of Education of the City of Chicago, a body politic and corporate, having an address of 42 West Madison Street, Chicago, Illinois (“Licensor” or “Board”) and Bright Star Community Development Corporation, NFP, an Illinois not-for-profit corporation, having an address of 4518 S. Cottage Grove Avenue, Chicago, Illinois (“Licensee”).

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee the right, privilege and permission, subject to the terms and provisions of this Agreement, to use and occupy the following premises:

The south building (“Building”) consisting of three floors and 34 spaces in the south parking lot as depicted on Exhibit A below, formerly known as the University of Chicago Charter School Woodson Campus (the south building and parking spaces are collectively referred to as the “Premises”), located directly south of Carter G. Woodson South Elementary School at 4414 South Evans (“School”) for the sole purpose of providing free or low-cost services to Chicago Public Schools or to the community (the “Use”), and only during the time periods expressed herein.

In connection with said Use, Licensee shall be responsible for its agents, employees, contractors, subcontractors, Sublicensees (as hereafter defined), consultants, invitees, guests, vendors, patrons, and any other parties entering the Premises at Licensee’s direction or with Licensee’s consent.

2. Limitation on License. Licensee hereby acknowledges and agrees that the license granted hereunder is subject to certain limitations and restrictions, namely:

A. Licensee, and any Sublicensees, shall have the right to utilize the Premises only on the following days and times (the “Use Time”):

Monday through Friday	8:00 a.m. until 8:00 p.m.
Saturday and Sunday	8:00 a.m. until 6:00 p.m.
Total = 80 hours a week	

Licensee may also use the Premises after 8:00 p.m. Monday through Friday and after 6:00 p.m. on Saturday and Sunday upon the prior written approval of the Principal of Carter G. Woodson Elementary School (“School Principal”). Any such additional hours of use shall be billed at the hourly rate set forth below and be due and payable on the first day of the following month.

Due to safety and security protocols, Licensee shall enter Premises through entrances that are completely separate from that of the School. Licensee shall not enter the School through the center wing, which shall remain locked. Door 8 is located on the north end of the Premises and is not deemed to be part of the center wing, and as such, Licensee is entitled to use Door 8 for ingress to and egress from the Premises. If Licensee wishes to license any part of the School, Licensee shall contact the School Principal to obtain permission and LSC approval, as required by Board Rule 6-25. All such School usage

must be outside of regular schools hours and a written usage agreement or license agreement executed prior to any such use.

This grant shall not be construed as anything other than a license and shall not under any circumstances be construed or operate to grant Licensee any estate or interest in the Premises.

Any use of Premises by Licensee beyond the permitted Use Time outlined herein must be approved by the Licensor and shall be subject to an additional fee or fees to be paid by Licensee to the School pursuant to Section 4 below.

Licensee must vacate the Premises, including the School Parking Lot, no later than 10 minutes past the permitted Use Time unless specific permission is obtained from Licensor. Licensor agrees to make a good faith effort to accommodate Licensee when Licensee requires any additional time necessary to vacate the Premises, such as, but not limited to, when an event requires clean up or breakdown after the permitted Use Time.

Licensee's high risk of regular contact with CPS students or other minors.
Attached Exhibit B requiring both Sexual Abuse & Molestation Insurance and the Criminal History Records Search is hereby incorporated into and made a part of this Agreement.

Additional requirements due to COVID-19 pandemic
Attached Exhibit C requiring additional safety measures and termination provisions is hereby incorporated into and made a part of this Agreement.

B. Licensee may sublicense space (whether by access agreement, right of entry, usage agreement or any other agreement) within the Premises to its partner organizations, and such organization's will be deemed 'Sublicensees', under the following conditions:

- i) Licensor must approve any particular Sublicensee;
- ii) Licensor shall review and approve the agreement between Licensee and Sublicensee prior to execution of the sublicense agreement;
- iii) Licensee shall require that Sublicensee indemnify Licensor in connection with Sublicensee's use of the Premises;
- iv) Licensee may not make any financial profit from sublicensing of the Premises; and
- v) Sublicensee must comply with background check requirements as outlined in Exhibit B.

C. Licensee acknowledges that the primary function of the Premises is in connection with the operation of the School and that Licensee's license hereunder is, and shall at all times remain throughout the Term (as hereinafter defined), subordinate to and ancillary to School operations; and in accordance therewith, Licensee hereby agrees that: (i) Licensee shall conduct its operations in the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the School; (ii) Licensee's Use shall not be exclusive and Licensor shall have the right to use the Premises for its own purposes in whole or in part, which purposes shall, at all times, remain paramount to Licensee's right hereunder; and (iii) upon not less than twenty-four (24) hours' notice from the Licensor to the Licensee, the Licensor shall have the right to use the Premises for special functions, including, but not limited to, graduation, report card pickup day and parent/teacher conferences. Notwithstanding the foregoing, in the event that Licensee is unable to Use the Premises due to Licensor's exercise of its rights under Section 2(C)(iii), then Licensee shall not be responsible for payment of the License Fee (as hereinafter defined) for the time it is unable

to Use the Premises during the permitted Use Time.

D. Licensor shall have the right to enter the Premises to: (i) examine the Premises and in case of emergencies; (ii) make such repairs, alterations, improvements or additions to the Premises as Licensor may deem desirable; (iii) address any issue Licensor determines may affect the safety, welfare and/or security of persons; and (iv) upon not less than twenty-four (24) hours' notice from Licensor to Licensee, use the Premises for its own purposes, in whole or in part, which purposes shall be paramount to Licensee's right hereunder.

E. Licensee acknowledges that the kitchen located in the Premises has been decommissioned and agrees that cooking and meal preparation are not permitted. Notwithstanding the foregoing, Licensee shall be permitted to utilize microwaves for re-heating of prepared food and use of refrigerators.

3. Term of License. The term of this License Agreement shall commence on the Effective Date and continue through January 31, 2026 ("Term"). Notwithstanding the foregoing and subject to the restrictions outlined in this Section 3, either party may terminate this Agreement, at any time, with or without cause, by providing 30 days prior written notice to the other party. If Licensor determines, in its sole discretion, that the Use compromises or in any way interferes, directly or indirectly, with the safety and security of the School, Licensor may terminate this Agreement immediately upon notice.

4. License Fee. Licensee shall pay in advance on the first calendar day of each month, a license fee in the amount of \$35 per hour ("License Fee") for a base monthly fee of \$12,133 in addition to any expenses for staffing, repair, and maintenance provided by Licensor, if utilized, including custodial, engineering, and repair expenses. If Licensee uses the Premises beyond the permitted Use Time outlined herein, Licensee shall be responsible for paying an additional fee of \$35 per hour for each instance of additional usage. If the first day of any month falls on a Saturday, Sunday or holiday, payment shall be due on the first (1st) business day following. If the beginning or end of the Term shall fall on a day other than the first or last day of the month, the License Fee shall be pro-rated on a per diem basis at a rate of \$350 per day on weekend days and \$420 per day on weekdays.

For reference, current hourly rates paid by Licensor for custodial, engineering, and security personnel are:

Staff	Period	Base Rate / hour	Overtime & Saturday rate	Sundays	Holidays
custodian	through 4/4/2023	32.72	49.08	49.08	81.8
custodian	4/5/2023 - 4/4/2024	33.5	50.25	50.25	83.75
engineer	through 6/30/2023	89.04	133.56	178.08	222.6
engineer	7/1/2023 - 6/30/2024	92.14	138.21	184.28	230.35

Licensee acknowledges that any request for utilization of Licensor's personnel will depend on staffing availability, and as such, is subject to approval by Licensor.

The License Fee shall be paid by check and made out to "The Board of Education, City of Chicago". The Memo section shall state the following "Fee for Woodson South" and mailed to:

Chicago Public Schools
 ATTN: Accounts Receivable
 42 West Madison Street
 Chicago, Illinois 60602

5. Costs and Expenses. Any and all costs, expenses or fees arising out of or relating to the granting of this License or the Use shall be borne by Licensee, including, without limitation, permit or approval fees, and insurance premiums. For the purposes of this Section 5, Licensee may, in its discretion and its sole cost, provide security personnel during the permitted Use Time of the Premises. All security personnel provided by Licensee shall meet the State and Federal Security Guard Licensing Requirements.

6. Compliance with Laws and Neighborhood Protection Provisions. Licensee and its agents, employees, invitees, members and guests shall, at all times during the Term, and any renewal thereof, comply with all laws, codes, statutes, ordinances, regulations and Licensor's Board Rules applicable to this Agreement and Licensee's Use, including those relating to swimming pools, carnivals, and/or inflatables (if applicable), collectively referred to as the "Laws". Licensor's Rules and Policies are available at:

<https://policy.cps.edu>

<https://policy.cps.edu/download.aspx?ID=16>

In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning, sign permits and other approvals and permits necessary to use the Premises for the Use stated herein.

Licensee shall comply with all City Ordinances, Rules and Regulations, relating to or governing the use of the Premises or the adjoining public right of way, including but not limited: the consumption, possession or sale of alcoholic or intoxicating beverages, tobacco, illegal drugs or related paraphernalia; excessive noise; loitering; littering; and barbecuing and/or tailgating. Licensee acknowledges and agrees that it is strictly prohibited from consuming, possessing or selling alcoholic or intoxicating beverages on the Premises and on the adjoining right of way, and that it is strictly prohibited from utilizing sound amplifying or broadcasting equipment within the Premises or School at any time without the Board's prior written approval. Failure to adhere to this requirement will result in immediate termination of the License Agreement.

Licensor shall be responsible for complying with all laws, ordinances, rules and regulations of governmental authorities ("Applicable Laws") affecting the Premises, relating to Licensor, or relating to the performance by Licensor of any duties or obligations to be performed by it hereunder. During the Term, Licensor shall comply with all Applicable Laws regarding the Premises, except to the extent that Licensee is required to comply as above provided.

7. Maintenance, Utilities, Security.

7.1. Licensee shall be responsible for the following during the Term of this Agreement:

A. Licensee shall be responsible for normal routine maintenance of the Premises during the Term, including daily cleaning and janitorial services, including, but not be limited to, cleaning, emptying wastebaskets, sweeping, mopping and vacuuming. Licensee shall provide its own cleaning products, equipment and restroom supplies. Licensee shall keep and maintain the Premises in a neat, clean and sanitary condition and in good order and repair.

B. Licensee shall be responsible for providing its own telephone and internet service. Licensee shall provide and maintain security measures appropriate to protect the Premises, individuals properly present at the Premises, and the personal property located on the Premises.

C. Licensee shall promptly repair any damage to the Premises caused by Licensee, or by its agents, employees, invitees, members and guests.

D. Licensee shall, at all times during the permitted Use Time, at Licensee's sole cost and expense, keep the Premises free of all debris, bottles and trash and shall not leave trash or litter on the public way or on private properties near or adjacent to the Premises. All trash shall be placed in the appropriate container for disposal.

E. If Licensee, its agents, employees, invitees, members or guests cause any damage to the Premises or fail to maintain the Premises as required above, then Licensor shall have the right to repair the damage or maintain the Premises at Licensee's expense after ten (10) days written notice to Licensee. Licensor will charge and send an invoice to Licensee for the repairs and maintenance costs. Licensee shall have fifteen (15) days to pay the charges. Licensor shall have the right to terminate the License if Licensee does not pay the charges within the fifteen (15) day period.

F. Licensee shall be responsible for removal of snow and ice from the parking lot, driveways, walkways, steps and sidewalks lying between the public sidewalk and the entrances to the Premises.

G. Licensee shall be responsible for changing of light bulbs and ballasts.

7.2 Throughout the Term, Licensor shall provide the following at no additional cost to Licensee:

A. All utilities and amenities including heat, water, air conditioning, scavenger service, electricity necessary for the use and occupancy of the Premises, provided however, that Licensor shall not be responsible for providing or replacing any window air conditioning units.

B. Maintenance, replacement and repairs of the Premises and Building, including but not limited to, Building structure, roof, exterior and bearing walls, gutters and foundation, the mechanical, electrical and plumbing systems that provide services to the Premises.

C. Maintenance, replacement and repairs of the facilities, fixtures and equipment providing hot and cold running water, drinking water and toilet services. All of the foregoing shall be maintained in good operating order and in a safe, healthful and clean condition.

D. Removal of snow and ice from the public sidewalks lying adjacent to the Premises.

E. Pest management services, unless such services are necessitated due Licensee's failure to remove trash and food waste from the Premises.

F. Landscaping services for the grounds lying adjacent to the Premises.

8. Alterations and Modifications. Licensee shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement, without (i) prior written consent from Licensor's Chief Facilities Officer, or their designee, and (ii) written proof that the Premises are zoned to allow any such alteration, modification, or improvement. Any request from Licensee to alter, modify, or improve the Premises must include drawings or a detailed written proposal of any such requested changes. All Licensor-approved alterations, modifications, improvements or changes shall be at the sole cost and expense of Licensee, except for those changes described in Section 12.

The Board has entered into that certain Chicago Board of Education Multi-Project Labor Agreement (including that certain Supplemental Agreement to the Project Labor Agreement Regarding Student

Programs and Apprenticeships) (“PLA”) with various trades regarding projects in excess of \$25,000.00, a copy of which is available on the Board’s website at:

https://www.cps.edu/globalassets/cps-pages/about-cps/policies/administrative-hearings/collective-bargaining/multi_projectlaboragreement2015_2025.pdf and
<https://www.cps.edu/globalassets/cps-pages/about-cps/policies/administrative-hearings/collective-bargaining/2015-2025-pla-supp-fully-signed-from-sg-08-13-18.pdf>,

and by this reference made a part of this Agreement. The Licensee acknowledges familiarity with the requirements of the PLA, its applicability to any alteration, remodeling, demolition or construction to be done on the Premises, and further agrees to comply with the PLA (and any amendments, modifications, or successor agreements as may be provided to Licensee or posted from time to time on the Board’s website) and shall cause its personnel, sublessees, licensees, contractors and subcontractors to comply with the PLA, to the extent applicable to any alteration, remodeling or other construction that may be done on the Premises, and further agrees to comply with the PLA in all respects.

9. Indemnification. To the fullest extent permitted by law:

A. Licensee shall indemnify, defend and hold harmless Licensor (**and any titleholders of record, including the City of Chicago [“City”] and the Public Building Commission of Chicago [“PBC”], as the case may be**), the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties (the “Licensor Parties”) claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties (“Claims”), including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) the occupancy or Use of the Premises by Licensee and its Sublicensee(s), or their invitees, employees, agents, affiliates, volunteers, permittees, contractors or other representatives (“Licensee’s Parties”); (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee or Licensee’s Parties; (iii) a violation of any laws, statutes, codes, ordinances or regulations by Licensee or Licensee’s Parties; and/or (iv) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement. Notwithstanding the foregoing, in no event shall Licensee be responsible for indemnifying, defending or holding harmless the Licensor Parties for any Claims related to the Licensor Parties’ negligence or misconduct. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.

B. To the extent permitted by law and without waiving its defenses and governmental immunities under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et. seq.) and the Illinois School Code, Licensor shall indemnify, defend and hold harmless Licensee and Licensee’s Parties claiming by, through or under any of the preceding, from and against any and all Claims, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensor or Licensor’s Parties; (ii) a violation of any laws, statutes, codes, ordinances or regulations by Licensor or Licensor’s Parties; and/or (iii) any breach, default, violation or nonperformance by Licensor of any term, covenant, condition, duty or obligation provided in this Agreement. Notwithstanding the foregoing, in no event shall Licensor be responsible for indemnifying, defending or holding harmless the Licensee Parties for any Claims related to the Licensee Parties’ negligence or misconduct. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.

10. Waiver of Claims. To the fullest extent permitted by law, Licensee hereby releases Licensor (**and any titleholders of record, including City and PBC, as the case may be**), the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and waives all claims for damages to person or property sustained by Licensee, regardless of the cause thereof.

11. Insurance. Licensee, and any Sublicensee's, shall, at their sole cost and expense, maintain for the duration of this Agreement the insurance coverage indicated in this Section 11 and Exhibit B. All such insurance shall be in form and substance satisfactory to Licensor, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A-VII" or better by A.M. Best & Company. This insurance shall also provide that there will be no cancellation unless the Board receives thirty (30) days prior written notice. All liability insurance policies must cover the negligent acts or omissions to act of Licensee. Upon execution of this Agreement, certificates of insurance evidencing such coverages shall be provided to Licensor, and such certificates shall state that the insurance coverage thereby provided may not be amended, canceled, or not renewed without at least thirty (30) days prior written notice to Licensor and to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Fax No: (773) 533-3326
Email: riskmanagement@cps.edu

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 of the Licensee's employees who are to provide services under this Agreement, with limits of not less than One Million and 00/1000 Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

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, for bodily injury, personal injury, and property damage liability. Coverage shall include but not be limited to all operations, contractual liability, explosion, collapse, independent contractors, separation of insureds, defense, and products/completed operations (for a minimum of two (2) years following completion). General liability insurance must include and may not exclude coverage for sexual abuse and/or molestation.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with the Work and permitted activities performed in connection with this Agreement, with limits of not less than One Million and 00/1000 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. Umbrella/Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits of not less than Ten Million and 00/100 Dollars (\$10,000,000.00) per occurrence, which will provide additional limits for Employers Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance and shall cover the Board and its board members, agents, officers, officials, contractors, and employees, subject to that of the Licensee's primary coverage.

E. Fire and Property Insurance. All-risk Property Insurance covering Licensee’s personal property and all Improvements on the Premises against loss by all risks of direct physical loss or damage at replacement value.

F. Additional Insured: Licensee shall have its General Liability Insurance policies endorsed to provide that “the Board of Education of the City of Chicago, a body politic and corporate (and City and PBC, as their interests may appear), and their respective members, employees and agents as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board”.

G. Waiver of Subrogation: Each such policy required herein shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of Licensor, City, PBC, and any other additional insureds, the effect of which shall be to waive the insurers’ rights of recovery against Licensor, City, PBC, and such other additional insureds.

Licensee shall register with the insurance certificate monitoring company designated by Licensor and indicated below to maintain a current insurance certificate on file during the entire Term and pay the annual monitoring fee. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may be subject to change.

Certificate Monitoring Company:

Topiary Communications Inc.
211 W. Wacker - Suite 220
Chicago, IL 60654
Phone: (312) 494-5709
Email: dans@topiarycomm.net

The website for online registration, insurance certificate submissions and annual fee payments is: URL: <https://www.cpsvendorcert.com>.

12. Condition of Premises. The Premises shall be delivered to Licensee in its current “AS IS – WHERE IS” condition. Licensor shall have no obligation to make any changes, alterations or additions or perform any work relating to the environmental, physical, structural or other condition of the Premises. No agreements or representations have been made to Licensee regarding the condition of the Premises, its suitability for the stated Use, or whether it is zoned properly for Licensee's intended Use. By executing this Agreement, Licensee conclusively waives all claims relating to the condition of the Premises and accepts the Premises in its current “WHERE IS” and “AS IS” condition. Notwithstanding the foregoing, Licensee shall be granted a credit toward the Licensee Fee for the following work to be conducted by Licensee:

- a) Repair/Replacement of missing and damaged bookshelf countertops
- b) Replacing all missing floor tiles
- c) Filling all open wall penetrations
- d) Removal of damaged fixtures on walls
- e) Repairing Concrete at main entrance
- f) Addressing facility conditions noted on Exhibit D attached hereto (excluding the installation of A/C units)

Prior to conducting such work, Licensee shall provide price quotes for said work to Licensor’s Director of Real Estate for approval. In the event that the actual cost of such work exceeds the price quote, the credit shall be capped at 110% of the price quote.

13. Return of Premises. Upon the expiration or earlier termination of this Agreement, Licensee shall promptly vacate the Premises and return the same to Licensor in substantially similar or better condition as when received, ordinary wear and tear excepted, broom clean and in working order and condition, and shall remove all of its property from the Premises. This provision shall survive the expiration or termination of this Agreement.

14. Signage. Licensee shall obtain the prior written consent of Licensor before erecting or installing any sign on the Premises, which consent by Licensor shall not be unreasonably withheld. Any signage shall be in compliance with all Laws and erected and maintained by Licensee at Licensee's sole expense. Licensee shall be entitled to remove any signage pertaining to the University of Chicago and/or CGWS.

15. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises as a result of Licensee's exercise of rights under this Agreement. In the event any liens are filed, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

16. Default. If Licensee or any of its agents, employees, invitees, members or guests fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, Licensor may, after five (5) days' prior written notice to Licensee and without prejudice to any other right or remedy Licensor may have at law and/or in equity, terminate this Agreement. Notwithstanding the above, Licensor may terminate this Agreement immediately if Licensee consumes, possesses, sells or offers alcoholic or intoxicating beverages, tobacco or any illegal drugs or paraphernalia on the Premises, or upon the occurrence of any action or failure to act by Licensee which affects the safety and/or welfare of students or Board staff.

17. Late Fee. For any payment due under this Agreement, if such periodic payment is not received in full by Licensor by the tenth (10th) day after its due date, Licensee shall be assessed a late fee equal to five percent (5%) of the total amount of any such payment when due.

18. No Transfer or Assignment. The interest of Licensee under this Agreement is personal to Licensee. Licensor shall not have the right at any time to transfer or assign its interest under this Agreement. Any attempt to transfer or assign Licensee's interest under this Agreement shall terminate it.

19. Licensee Responsible for Real Estate or Leasehold Taxes. The Premises are currently exempt from real estate taxes. Notwithstanding the foregoing, if the Premises are or become subject to real estate or leasehold taxes (collectively the "Taxes"), the Agreement shall terminate immediately. Licensee's obligation to pay Taxes relating to Licensee's use of the Premises and/or this Agreement shall survive the expiration or termination of this Agreement. "Taxes" shall mean all such real estate or leasehold taxes that may be levied or assessed against or otherwise imposed on the Premises that accrue for the period commencing on the Effective Date throughout the expiration of the Term or any renewal term or any earlier termination of this Agreement (and any additional use or occupancy, if any, of the Premises), despite that such Taxes may be payable after such expiration or earlier termination or additional use or occupancy.

20. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other addresses as either party may subsequently designate). Licensor may also send notice to Licensee by electronic mail (e-mail) and/or by facsimile to the address listed below as additional methods of serving notice on Licensee.

If to Licensor: Board of Education of the City of Chicago
Department of Facilities
Loop Office / GSR 125
42 West Madison Street
Chicago, Illinois 60602
ATTN: Director of Real Estate

with a copy to: Board of Education of the City of Chicago
Law Department
1 North Dearborn, 9th Floor
Chicago, Illinois 60602
ATTN: General Counsel

If to Licensee: Bright Star Community Outreach Corporation, NFP
(May not be a PO Box) 4518 S. Cottage Grove Avenue
Chicago, IL 60653
ATTN: Nichole Carter
Phone: 773-712-6027
Email: nichole@brightstarcommunityoutreach.com

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail. Notice sent to Licensee by e-mail or by facsimile shall be deemed given on the same sent with confirmation that the notice was transmitted to Licensee by facsimile or electronic mail on that day.

21. 105 ILCS 5/34 Provisions.

A. This Agreement is not legally binding on the Licensor 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 Members during the one-year period following expiration or other termination of their terms of office.

B. Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the 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.

22. Board of Education Indebtedness Policy. The Board of Education Indebtedness Policy (96-0626-PO3), adopted July 26, 1996, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

23. Board of Education Ethics Code. The Board of Education Ethics Code (11-0525-PO2), adopted May 25, 2011, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

24. Press Releases; Publicity; Board Intellectual Property. Licensee shall not issue publicity news releases, grant press interviews, or use any intellectual property belonging to Licensor, including but not limited to the CPS logo or the logos of any schools, prior to or during or after the term of this Agreement, nor may Licensee photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board.

25. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.
26. Entire Agreement. This Agreement, including any mutually agreed-upon exhibits attached hereto by both Parties, represents the entire agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both Licensor and Licensee.
27. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
28. No Third-Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.
29. Force Majeure. Neither Party shall be considered in default of its obligations to be performed hereunder, other than for payment of money, if delay in the performance of such obligations is due to causes beyond its control, by reason of (i) strikes, lockouts or other labor troubles which cannot be mitigated or managed by the Party claiming relief, (ii) the inability to procure materials and such inability cannot be mitigated through the substitute of alternate materials, (iii) failure or shortage of electrical power, gas, water, fuel oil, or other utility or service, (iv) riot, war, insurrection or other national or local emergency, (v) accident, flood, fire or other casualty, (vi) unusually adverse weather conditions not typically encountered in the Chicago Metropolitan region, (vii) terrorist acts, (viii) epidemics, (ix) freight embargoes, and (x) natural disasters (“Force Majeure”). In such event, performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.
30. Abatement. Should any action of Licensor or other event described in this Agreement prevent Licensee from using the Premises for its permitted Use Time, Licensee shall not be responsible for the portion of the base monthly rate equivalent to the number of hours of permitted Use Time that Licensee was unable to Use the Premises multiplied by the License Fee.
31. Licensee Authorized to Sign. This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they are duly authorized to sign this Agreement and have full and complete authority to commit their respective parties to all terms and conditions of this Agreement, which shall constitute valid, binding obligations of the parties.
32. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. This Agreement shall be considered effective and binding once it has been executed by both Parties. A signature delivered in electronic format or by facsimile shall be considered binding for both Parties.

The rest of this page is left intentionally blank.
Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR:
Board of Education of the City of Chicago

DocuSigned by:
By: Charles Mayfield
EF57B76ABC90427...
Charles E. Mayfield
Interim Chief Operating Officer

Date: January 27, 2023 | 12:20:19 PM CST

COO Report: 23-0123-COO-02

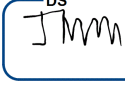
LICENSEE:
Bright Star Community Development Corporation, NFP

By: Pastor Chris Harris, Sr.
Name: Pastor Chris Harris

Title: Chief Executive Officer

Date: January 25, 2023

Approved as to legal form:

DocuSigned by:
By: Joseph T. Moriarty 
571EC59C33144C5...
Joseph T. Moriarty
General Counsel

**EXHIBIT A
AERIAL OF THE PREMISES**

Circled area and parking lot to southwest of circled area

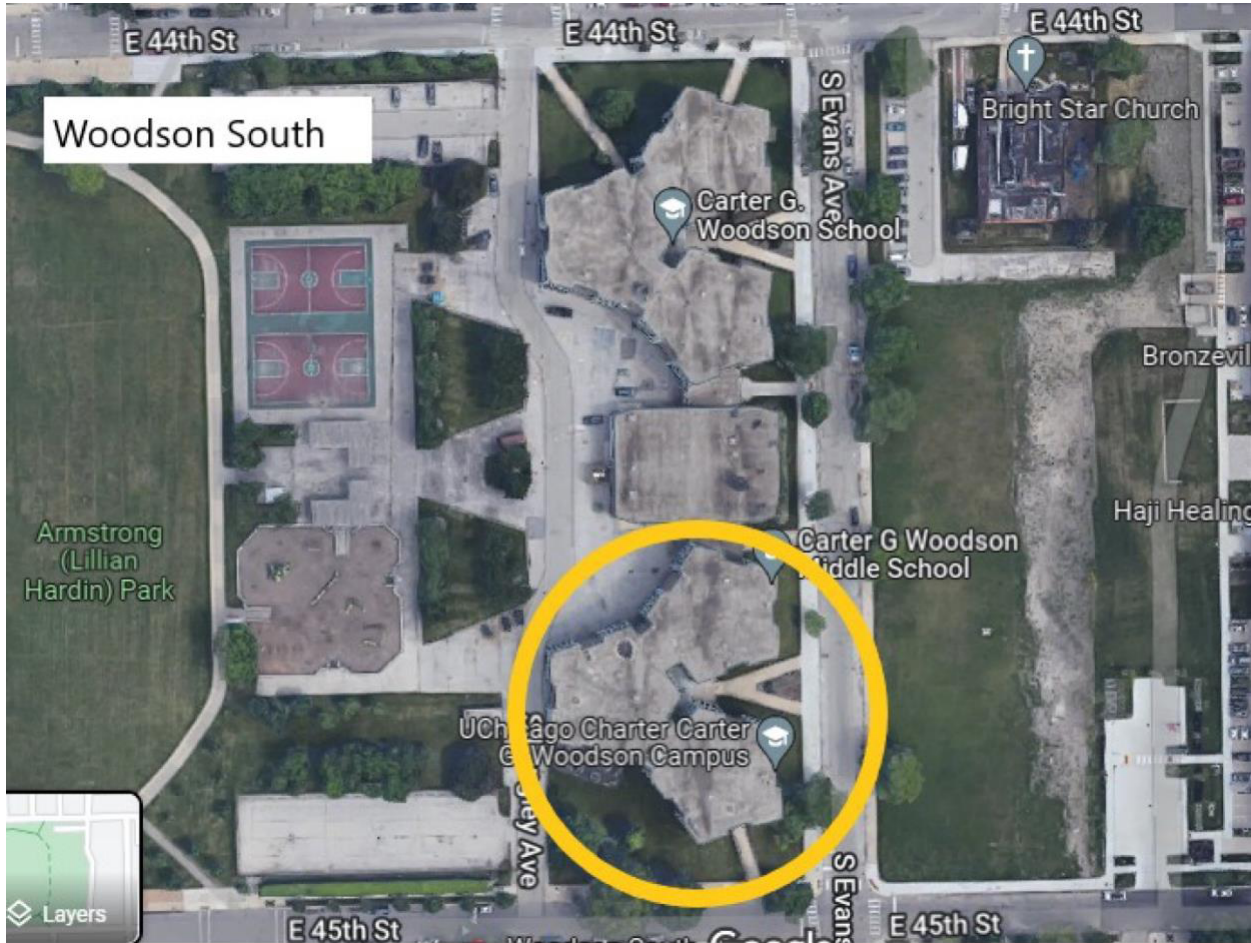


EXHIBIT B
ADDITIONAL INSURANCE AND BACKGROUND CHECK REQUIREMENTS

AA. Sexual Abuse & Molestation Insurance. If the Commercial General Liability Insurance excludes Sexual Abuse & Molestation coverage, then in addition to the requirements outlined in Section 11 above, if Licensee, its employees, agents, volunteers, permittees, contractors and subcontractors have contact with CPS students or any other minors under this Agreement, Licensee shall provide Sexual Abuse & Molestation Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of use or occupation of the Premises by Licensee.

BB. Background Check. Licensee shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer, permittee, contractor or subcontractor who may be on the Premises under this Agreement (individually and collectively "Staff") ("Background Check"). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered "contact" for purposes of this Section. Licensee shall not allow any Staff to: (1) be on the Premises under this Agreement until the Board has completed a DNH Check; or (2) have contact with students until Licensee has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

- a. Do Not Hire List. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may be on the Premises hereunder by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not be allowed on the Premises.
- b. Criminal History Records Check. Licensee shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board's contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("**Criminal History Records Check**"). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:
 - i. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
 - ii. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
 - iii. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.
- c. Department of Children and Family Services Check. At Licensee's cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("**DCFS**") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students ("**DCFS Check**"). Licensee shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by

the Board not to have passed a DCFS Check shall not be allowed on the Premises and shall not have contact with any CPS student hereunder.

- d. Background Check Representations and Warranties. With respect to each Background Check, Licensee further represents and warrants that Licensee shall:
- i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
 - ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
 - iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
 - iv. Not allow: (a) any Staff on the Premises until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have Contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and laws referenced in this Section, as may be amended; and (c) any Staff who has not successfully passed a DCFS Check be on the Premises under this Agreement;
 - v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by Board of the Background Check and its update process; and
 - vi. Immediately terminate access to the Premises for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.
- e. Allocation of Costs and Liquidated Damages. Licensee is obligated to cause the Background Check to be performed for all Staff, and Licensee shall be responsible for the costs of such Background Check. Whether or not Licensee allocates the costs to its subcontractors shall not affect Licensee's obligations in this Section.

If Licensee fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under any other agreement Licensee may have or enter into with the Board until Licensee remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind ; (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Licensee's non-compliance with this Section shall constitute a material breach of this Agreement.

EXHIBIT C
COVID-19 REQUIREMENTS AS OF APRIL 19, 2022

- If Licensor, in its sole discretion, determines that Licensee has failed to comply with any of the requirements of this Exhibit, Licensor may suspend or terminate this agreement immediately. Licensor reserves the right to amend and modify these requirements in its sole discretion in response to the COVID-19 pandemic to protect the health, safety and well-being of persons.
- Licensee shall comply with all Licensor, City of Chicago, and CDPH recommendations and requirements now or hereafter in effect, as may be amended from time to time, on matters including but not limited to physical distancing, use of face coverings, hand washing, cleaning and sanitizing, screening, case reporting, contract tracing, and occupancy limits. Licensee acknowledges that these health and safety guidelines are subject to change.
- Licensee must report any positive COVID-19 cases on the Premises to Licensor at the following link: www.cps.edu/COVIDresults
- The Department of Facilities (“Facilities”) must approve of the use of the Premises. Due to the evolving nature of the COVID-19 pandemic and the school district’s procedures in response, Facilities’ approval is required on an ongoing basis and suspension or termination may occur at any time.
- Licensee shall pay \$50 per hour for any cleaning, moving, sanitizing, repair, or maintenance (collectively “Maintenance”) that is required by Licensor as a result of Licensee’s failure to return the premises to the condition in which it was found. Licensor shall remit payment for the additional cost of Maintenance within 30 days of Licensor’s notice to Licensee of the cost.
- All persons are encouraged to maintain at least 6 feet of social distancing where possible. Cohabiting persons do not need to observe this limitation with each other.
- All persons must maintain clean hands and observe respiratory etiquette (cover coughs and sneezes).
- Masking is encouraged.

Licensee may be required to pay, for engineers, custodians, and/or security to provide any additional maintenance and sanitation required as a result of the Licensee’s Use, in addition to the License Fee. This additional maintenance may include the 4-hour engineer union work minimum requirement for any overtime incurred on weekends or after the engineer has left for the day.

**EXHIBIT D
BUILDING CONDITIONS**

The Licensee shall be granted a credit toward the License Fee in accordance with Section 12 of the Agreement for performing work to correct the conditions identified below, with the exception of the installation/repair/replacement of A/C units, which shall be at the expense and cost of Licensee.

<u>Room</u>	<u>Notes</u>
Main Entrance	water damaged ceiling treatment at top of column
Hallway outside rm 116	Damaged & missing floor tiles
115A	blinds damaged
115B	missing cover plat for electric outlet
116	water damage stains on floor Remove garbage and debris on top of vent covers
117 replaced	2 light fixtures not working, need relamping, or ballast needs to be replaced Hole in cinderblock wall needs to be patched
118	damaged / chipped tile floor Missing cover from electric junction box A/C unit not installed
119	A/C unit not installed Missing 2 sections of radiator base-board vent covers
121	floor needs to be deep cleaned Deep cleaning needed on all surfaces Sink drain missing
122A removed	stained floor tiles Cap missing to portion of cinderblock wall Magnetic door stops / door holders present tripping hazard, should be removed
126	damaged formica countertops Broken bookshelves Many missing radiator vent covers Remove garbage / debris from circulation desk
128	floor not cleaned at all, dirt all over

- A/C unit not installed
Missing piece of baseboard
Touch up painting needed
- 129 A/C unit not installed
Cover missing from electric junction box
- 215 damaged and chipped floor tiles
Missing radiator vent cover
Damaged formica countertop above bookshelves
Debris behind radiator needs to be cleaned out
- 216 paint needs to be touched up on 1 wall
1 radiator vent missing
- 217 A/C unit not installed
cover missing from electric junction box or outlet
- 218 all radiator vent covers are missing
Damaged formica countertop above bookshelves
Chipped floor tiles throughout the classroom
Missing data jack cover / face plate
- 219 2 data jack covers / face plates missing
1 electric junction box cover missing
Damaged formica countertop above bookshelves
Debris behind radiator needs to be cleaned out
- 220 2 data jack covers / face plates missing
4 floor tiles completely missing
- 221 water damaged ceiling, falling ceiling treatment and paint
Many chips in floor tile throughout room
Damaged formica countertop above bookshelves
- 222 cover missing from electric junction box or outlet
Small radiator vent cover missing
Chipped piece of floor tile missing
- 223 cover missing from electric junction box or outlet
Touch up painting needed
- 224 missing data jack cover / face plate
Damage to formica countertop above bookshelves
- 225 light fixture not working, light bulb burned out, or ballast needs replacing

- 226 ceiling damage from water infiltration
Countertop raising in corner and radiator vent does not sit flush into slot
- 227 wall mounted A/C not working in IT closet
Wall damage, needs spackling and painting
Radiator vent cover missing
- 228 metal track on floor presents tripping hazard, needs to be removed
4 vent covers missing
Clean out paper and other debris behind radiator
damaged formica countertop above bookshelves
- 229 clean up tape around window A/C unit
damaged formica countertop above bookshelves
touch up painting needed
ceiling treatment chipping / flaking off
- 315 A/C unit not installed
- 316 Fire Extinguisher Tags expired in 2021 (* look to see last inspection date
on back of the tag, might not yet be due for servicing)
- 317 A/C unit not installed
Smoke / CO detector not secured to ceiling
Missing radiator grate
- 318 A/C unit not installed
- 319 A/C unit not installed
- 320 Flaked / Chipped paint on floor
Electric outlet missing face plate / cover
- 321 flaking / chipping paint at top of wall
- 322 damaged window shade
- 323 data jack cover / face plate missing
trim next to locker hanging from wall
- 324 2 data jack covers / face plates missing
cover missing from electric junction box
- 325 data jack cover / face plate missing
cover missing from electric junction box
- 326 chipped paint on floor, coming off ceiling

327 No issues identified

328 chipped paint on floor, coming off ceiling

329 data jack cover / face plate missing
damaged formica countertop over bookshelves

Hallway (2nd floor) leak in water fountain on 2nd floor near elevator

Women's restroom adjacent to room 218
Toilet does not flush in last stall

Women's restroom adjacent to room 221
Light fixture not working, bulb burned out, or ballast needs to be replaced

Men's restroom adjacent to room 226
Urinal continually running
Light fixture missing bulbs and light fixture cover