

This License Agreement will be posted on the CPS website.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into as of June 1, 2014 ("Effective Date"), between the Board of Education of the City of Chicago, a body politic and corporate, having an address of 1 North Dearborn Street, Chicago, Illinois ("Licensor" or "Board") and ARAMARK Management Services Limited Partnership d/b/a ARAMARK Education K-12, a Delaware limited partnership, having an address of 1101 Market Street, Philadelphia, Pennsylvania ("Licensee").

RECITALS

1. Licensor controls certain real estate commonly known as 3113 S. Rhodes Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto ("Real Estate"). The Real Estate is improved with a building commonly known as the former Pershing Magnet Elementary School site ("Building"), a parking lot ("Parking Lot"), and other grounds outside the Building (all collectively with the Real Estate hereinafter referred to as the "Premises").
2. Either the City of Chicago in trust for the use of schools ("City") or the Public Building Commission ("PBC") located in Room 200 of the Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois 60602 may currently hold title to the Premises for Board. If PBC is the current titleholder, City would hold a reverter interest in the Premises.
3. Licensee desires to license space on the Premises for the purpose of administrative offices and staff training, as is more fully set forth herein.
4. The parties have delineated and defined the various portions of the Premises as follows:
 - A. The individual rooms described as "ARAMARK Space" consisting of approximately 13,090 square feet as depicted on Exhibit B attached hereto and hereby incorporated by reference herein ("ARAMARK Space");
 - B. The individual rooms described as "CPS Space" consisting of approximately 6,458 square feet as depicted on Exhibit B ("CPS Space"); and
 - C. The common areas of the Building (including without limitation hallways, closets, utility areas, break room, and restroom facilities), the Parking Lot, and the other grounds outside the Building (collectively the "Shared Space").
5. Licensor is willing to license space on the Premises to Licensee upon the terms and conditions set forth herein, which terms and conditions are acceptable to Licensee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **GRANT OF LICENSE.**

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A. **Grant.** Licensors hereby grants to Licensee and Licensee hereby accepts from Licensors a license to utilize:

(i) Subject to Licensors's rights of access as set forth in Paragraphs 4, 7.E, 12.D and elsewhere in this Agreement, the exclusive use of the ARAMARK Space solely for the "Permitted Use" (defined below in Paragraph 3); and

(ii) Shared use of the Shared Space in a manner reasonable and customary for administrative office space and staff training and upon such other terms and conditions as may be agreed to between the parties.

B. **License; Limitations.** Licensee acknowledges and agrees that this conveyance is a license to utilize the ARAMARK Space and the Shared Space during the Term (defined below in Paragraph 2) for the Permitted Use only during the Authorized Period Of Use (defined below in Paragraph 3) and comprises a license rather than a lease. Licensee's use of the any portion of the Premises for the Permitted Use outside of the ARAMARK Space and the Shared Space is subject to Licensors's prior written approval.

During the Authorized Period of Use, Licensee shall have the right to use the ARAMARK Space and the Shared Space for the Permitted Use, subject to the terms of this Agreement. Licensee acknowledges and agrees that, notwithstanding anything contained in this Agreement to the contrary:

(i) Licensors's employees, agents, and invitees shall have the exclusive right to use the CPS Space;

(ii) Licensors's employees, agents, and invitees shall have the right to use the Shared Spaced at any time and from time to time at their sole discretion; and

(iii) Licensee's use and occupancy of the ARAMARK Space and the Shared Space is limited to the Authorized Period Of Use and shall not be permitted at any other time except as authorized in writing by Licensors as set forth herein in Subparagraph 3.B.

C. **Non-Interference With Licensors Operations.** Licensee acknowledges that the primary function of the Premises is in connection with the operations of Licensors and that Licensee's license hereunder is, and shall at all times remain throughout the Term, subordinate to and ancillary to Licensors's operations. In accordance therewith, Licensee hereby agrees that it shall conduct its operations on the Premises in a reasonable manner consistent with the Permitted Use and will seek to minimize any disturbances or disruptions to Licensors and its operations. Licensee shall cooperate on all matters impacting Licensors's operations.

2. **TERM; RENEWALS; TERMINATION.**

A. **Term.** The term of this Agreement shall commence on the Effective Date and end on June 30, 2015 (the "Term").

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B. **Renewals.** Upon mutual agreement of the parties and subject to the approval of Licensor, the parties may renew this Agreement for two (2) additional periods of one (1) year each (each such period referred to as a Renewal Term) upon such terms and conditions as may be agreed to by Licensor and Licensee. Unless specifically agreed to in writing, all terms and conditions of this Agreement shall apply to any Renewal Term.

C. **Rights To Terminate.** Notwithstanding the foregoing and subject to the other restrictions in this Paragraph 2, either party may terminate this Agreement, at any time, without cause or penalty, by providing sixty (60) days prior written notice to the other party. Notwithstanding the foregoing, if Licensor determines, in its sole discretion, that the Permitted Use compromises or interferes with the safety and security of Licensor, or if Licensee ceases to operate the ARAMARK Space or the Shared Space for the Permitted Use or ceases to maintain required licenses and/or permits for such use, Licensor may terminate this Agreement immediately upon notice to Licensee.

D. **Automatic Termination.** Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, this Agreement shall terminate automatically if the Custodial Services Agreement dated as of March 1, 2014, between Board and Licensee as "Vendor" thereunder terminates.

3. **USE.**

A. **Permitted Use.** The ARAMARK Space and the Shared Space shall be used by Licensee solely for administrative offices, a house call center, staff training for provision of custodial services, and for ancillary purposes typically associated with the foregoing, and for no other purpose whatsoever without the prior specific written consent of Licensor ("Permitted Use"). Licensee is prohibited from using the Premises for any other commercial undertaking, revenue generating or other purpose whatsoever other than for the Permitted Use.

Licensee shall not use the ARAMARK Space and the Shared Space in a manner that would violate any Laws and Rules (defined below in Paragraph 12.E). Further, Licensee covenants to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governmental departments that may be applicable to Licensee's use of the Premises and/or Licensee's obligations hereunder. Licensee shall not damage or cause any disfigurement or injury to the Premises or to any fixtures or equipment thereof. Licensee agrees that in utilizing the ARAMARK Space and the Shared Space that it shall not discriminate against any member of the public because of race, color, ancestry, religion, sex, gender identity/expression, sexual orientation, age, disability, marital status, parental status, military discharge status, immigration status, national origin, or source of income or other basis prohibited by applicable law.

B. **Authorized Period Of Use.** Use of the ARAMARK Space and the Shared Space by Licensee shall be restricted to Monday through Friday, 3:30 a.m. to 8:00 p.m. or such hours and days as the parties shall mutually agree in writing ("Authorized Period Of Use"). Any proposed use of the ARAMARK Space and/or the Shared Space by ARAMARK outside of this Authorized Period of Use shall require reasonable notice of the proposal to Licensor and the written consent of Licensor, which consent shall not be

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unreasonably withheld; provided, however, Licensor reserves the right to deny permission based upon anticipated costs that may be incurred on account of any use by ARAMARK outside of the Authorized Period of Use and any anticipated issues that may be raised by local governmental officials (including without limitation aldermen), and such denial shall not be considered unreasonable.

Licensee shall be responsible for 100% of the incremental cost increase in any Operating Services incurred due to Licensee's use of the ARAMARK Space and/or the Shared Space outside of the Authorized Period of Use. Licensee shall also be responsible for 100% of the incremental increase in any expenses that are shared proportionately pursuant to Paragraph 6 hereof (collectively the "Proportionate Expenses") that are incurred due to Licensee's use of the ARAMARK Space and/or the Shared Space outside of the Authorized Period of Use. All such incremental costs shall not be applied against the Cap On Licensee Costs set forth in Paragraph 9 hereof.

4. **LICENSOR RETENTION/RESERVATION OF RIGHTS.** This Agreement does not grant any rights to light or air over or about the Premises and/or any buildings or other structures on the Premises. Licensor specifically excepts and reserves to itself the right to develop, license and otherwise use any land, roofs, the exterior portions of any building or other structure, all rights to the land and the area above and below the land, improvements below the improved floor level of any building or structure, to the air rights above, around or about any building or structure and to such areas within any building or structure required for installation of utility lines and other installations required to serve any occupants of the Building and to maintain and repair same (if required of Licensor), and no rights with respect thereto are conferred upon Licensee, except as needed to install and/or uninstall Licensee's phone and Internet equipment, lines and/or services and as otherwise specifically permitted by this Agreement.

Licensee hereby agrees and consents to provide access for Licensor's entry, and entry by any of Licensor's agents, employees, guests, designees, or contractors to the Premises if Licensor elects to license, develop or otherwise use any portion of the Premises, buildings or other structures as provided in this Agreement; provided that if such use disrupts the Permitted Use, Licensee shall be permitted to terminate this License with thirty days' written notice to Licensor.

5. **LICENSE FEE.**

A. **License Fee.** Commencing as of the Effective Date, Licensee shall pay to Licensor an annual license fee of \$24,000.00. This License Fee shall be payable in monthly installments of \$2,000.00. Licensor shall invoice ARAMARK once per month in the amount of \$2,000.00 (provided, however, the initial invoice and payment shall include the License Fee for the period from June 1, 2014 through November 30, 2014). and Licensee shall pay the invoiced amount within ten (10) days after Licensee's receipt of the respective invoices. If the Term shall begin or end on any day other than the first day of a calendar month, then the monthly installment for any partial calendar month within the Term shall be prorated on a per diem basis assuming a thirty (30) day month.

B. **Late Fee.** For any payment due under this Agreement, if such payment is not received in full by Licensor within ten (10) days 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.

6. **TAXES; UTILITIES AND OTHER SERVICES.**

A. **Proportionate Share.** For purposes of this Paragraph 6, Licensee's proportionate share ("Proportionate Share") of the Premises shall be sixty-three percent (63%), based upon the following: 1) A total square footage of 26,200 for the Premises, exclusive of the Parking Lot; B) The square footage of the Shared Space being 6,652 square feet and allocated equally between the parties with 3,326 square feet allocated to each; and C) 13,090 square feet allocated to Licensee and 6,458 square feet allocated to Licensor.

B. **Taxes.** To the extent that Licensor is not at any time during the Term of this Agreement exempt from taxes or fees, Licensee shall pay when due any and all leasehold taxes assessed or levied on the Premises that are assessed on or after the Effective Date and in connection with Licensee's Permitted Use of the ARAMARK Space and the Shared Space. Licensee shall reasonably cooperate with Licensor in resolving any leasehold or other tax issues that may arise.

C. **Utilities And Pest Control Services.** Subject to Paragraph 9, Licensee shall be responsible for the payment of its Proportionate Share of all utilities serving or provided to the Premises, including without limitation, electricity, gas, telephone service, cable service, alarm systems, wireless and/or other internet service, and any other communication systems or other similar services provided by Licensor to the Premises (collectively "Utilities"). As of the Effective Date, Licensor is not charged for water. If that should change, subject to Paragraph 9, Licensee shall pay its Proportionate Share of such expense, which shall be included within the definition of Utilities. Licensor shall invoice Licensee for its Proportionate Share of the Utilities on a regular basis as the bills for such Utilities are received. Licensee shall also pay its Proportionate Share of pest control services.

D. **Adjustments.** If the ARAMARK Space or Licensee's usage thereof shall either temporarily or permanently increase or decrease, Licensee's Proportionate Share shall be adjusted accordingly.

7. **MAINTENANCE AND REPAIR.**

A. **Allocation of Responsibility.** At its sole cost and expense (except as provided in Paragraph 9 below), Licensee shall provide to the Premises (including without limitation the CPS Space and the Shared Space) the following services (all collectively "Operating Services"):

(i) **Custodial services ("Custodial Services").** Custodial Services shall include those cleaning and trash removal (to designated dumpsters on the Premises and hauling trash from the Premises) services as are reasonable and customary in accordance with industry cleaning and cleanliness standards for an office building and training facility. They shall include, without limitation, the provision by Licensee at its expense of all cleaning equipment and supplies that are required to clean the Premises in accordance with such standards.

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(ii) Building engineering services ("Building Engineering Services"). Building Engineering Services shall include all maintenance and repair of mechanical systems in the Building as well as all non-structural repairs to the Premises; provided that "non-structural repairs" shall be defined as the repairs necessary to keep the Premises in good order, good operating and other condition, and good repair, thus maintaining the Premises at all times in a manner consistent with commercially reasonable industry standards; provided, however, Licensee's obligation to repair is limited to repairs that do not affect load-bearing walls, joists, support beams and columns, or other parts of the Premises that support the weight of the Building. Licensee shall not be responsible for replacement of mechanical systems and/or structural repairs to the Premises as set forth herein. All repairs made by Licensee shall be performed using commercially reasonable industry standards.

(iii) All landscaping.

(iv) All snow removal.

B. Licensor's Standards for Operating Services. All Operating Services shall be performed as set forth above and otherwise in accordance with the customary and commercially reasonable industry standards of Licensor ("Standards"). Licensee agrees that, if it opts to procure any Operating Services from a third party, Licensee and such third party are required to comply with all Standards. Licensee must obtain written approval from Licensor prior to hiring third party engineering and custodial firms and confirm that any third party engineering and custodial firms that it hires have proper licensing and staffing at all times. Licensor, in its sole discretion, reserves the right to reject or disapprove hiring of any third party engineering and custodial services firms by Licensee. All Operating Services performed by Licensee shall be performed in accordance with industry normal practices and standards with properly trained personnel and comply with all applicable Laws and Rules.

C. Limitation of Licensor's Liability. Licensor shall not be liable to Licensee 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 Licensor. Licensor agrees, except in the case of emergencies or a cause that is not within Licensor's control, to give Licensee at least ten (10) days advance written notice prior to such interruption or termination.

D. Safety And Preservation Of Premises. Licensor may, but shall not be obligated to, enter the Premises and proceed with any additional maintenance or alterations which Licensor desires or deems necessary in its sole discretion for the safety, operation or preservation of the Building.

8. ALTERATIONS AND ADDITIONS. At Licensee's sole cost and expense, and solely with the prior written consent of Licensor, Licensee may make such alterations, additions, and improvements on the Premises as it shall deem necessary ("Approved Improvements"). Any Approved Improvements shall be in full compliance with all applicable Laws and Rules. Licensee shall not commence any such work until Licensee has received written approval of its plans and specifications from Licensor and Licensor has been provided with insurance

certificates evidencing that the contractors and subcontractors performing such work have, in full force and effect all insurance as required by Paragraph 15 hereto. Prior to commencing any Approved Improvement, Licensee shall secure or cause its contractors and subcontractors to secure in their own names and at no cost to Licensor all necessary permits, licenses, and authorizations necessary in order to undertake the Approved Improvements. Upon Licensor's request, copies of such permits, licenses, and authorizations shall be provided by Licensee to Licensor. Each Approved Improvement shall be performed in a good and workmanlike manner, and in accordance with applicable governmental permits and consistent with the plans and specifications approved by Licensor. All Approved Improvements shall become the property of Licensor at the end of the Term without further action on the part of Licensor or Licensee.

9. **CAP ON LICENSEE COSTS.** Licensee's actual costs for Utilities, Operating Services (exclusive of Custodial Services), and any Approved Improvements provided or performed by Licensee hereunder shall be capped at \$100,000.00 per year (prorated for any partial year). Licensee's costs for the provision of Custodial Services are specifically excluded from this cap. Licensee shall provide to Licensor on a monthly basis an accounting of all costs incurred for each respective month for Utilities, Operating Services (exclusive of Custodial Services), and any Approved Improvements, together with supporting documentation therefor. Except as provided to the contrary in Subparagraph 3.B with regard to incremental cost increases in any Operating Services and Proportionate Expenses incurred due to Licensee's use of the ARAMARK Space and/or the Shared Space outside of the Authorized Period of Use, Licensor shall be responsible for the cost of all Utilities and Operating Services (exclusive of Custodial Services) in excess of \$100,000.00 in an annual period.

10. **CONDITION OF PREMISES.** Licensor shall deliver to Licensee possession of the Premises on the Effective Date in an "AS-IS" and "WHERE-IS" condition. Licensee acknowledges that it has had the opportunity to inspect the Premises. Licensor and City and PBC make no representations or warranties of any nature whatsoever as to the condition of the Premises. Licensee's taking possession of the Premises shall be deemed to be Licensee's acceptance of the Premises in the order and condition as then exists. No promise of Licensor or City or PBC 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 Licensor or City or PBC to Licensee.

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

12. **LICENSEE'S COVENANTS.** Licensee shall be bound by and perform the covenants contained in this Paragraph 12 at all times during the Term:

A. **Use and Obligations.** Licensee shall use the Premises only for the Permitted Use stated in Section 3 of this Agreement.

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B. Obtain and Comply with Permits. Licensee shall apply for, secure, maintain and comply with all licenses and permits which may be required for the conduct by Licensee 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. Licensee covenants, represents, and warrants that, as of the Effective Date, it has acquired all such licenses and permits. Upon Licensor's request, copies of such licenses and permits shall be provided by Licensee to Licensor.

C. Performance. Licensee shall perform all work (including without limitation the Operating Services and the Approved Improvements) in the Premises in a good and workmanlike manner, employing materials of good quality and in compliance with all governmental requirements. All work performed by Licensee within the Premises shall be accomplished only by qualified contractors and, if the work for any project is in excess of Ten Thousand and 00/100 Dollars (\$10,000.00) and/or Twenty-five thousand dollars (\$25,000) in the aggregate for all projects during any twelve (12) month period, pursuant to contracts, plans and specifications approved in advance in writing, by Licensor, Licensee shall comply with the terms of the PLA.

D. Licensor's Access. Licensee shall permit Licensor, or Licensor's agents to enter the ARAMARK Space for any of the following purposes: (i) Inspection of the Premises; (ii) Making repairs, additions or alterations to the Premises that do not unreasonably impact the Permitted Use and which are exclusive of the Operating Services to be provided by Licensee; (iii) Showing the Premises to prospective purchasers, lenders and Licensees, and other persons having a legitimate interest in inspecting the same; and (iv) As otherwise permitted by this Agreement. Except in the case of emergencies, Licensor shall give notice to Licensee of Licensor's desire to enter the ARAMARK Space and will schedule its entry to minimize any interference with Licensee's use of the ARAMARK Space.

E. Compliance with Laws and Rules. Licensee shall at all times comply with the following (collectively "Laws and Rules"), which are not the responsibility of Licensor: (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 or any part thereof; and (iv) all commercially reasonable present or future rules, Standards, regulations and compliance reporting for the use and occupancy of the Premises, as Licensor in its reasonable discretion, from time to time promulgates.

F. Assignment, Subletting and Use by Third Parties. Licensee shall not, without Licensor's prior written consent which, in each instance, may be withheld at the sole discretion of Licensor: (i) assign, transfer, hypothecate, mortgage, encumber, or convey the license granted by this Agreement or any interest under it, or subject or permit any lien or charge to exist upon the license granted by this Agreement or any interest under it; (ii) allow any transfer of, or any lien upon, Licensee's interest in this Agreement by

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operation of law or otherwise; or (iii) grant any other interest in the Premises to any third party.

G. Liens or Encumbrances. From and after the Effective Date, Licensee shall not cause or permit any lien, interest or encumbrance ("Liens"), whether created by act of Licensee, operation of law or otherwise, to attach to or be placed upon Licensor's or City's or PBC's title or interest in the Premises. All Liens created by Licensee shall attach to Licensee's interest only, if any. In case of any such Lien attaching, Licensee shall immediately pay and remove/eliminate such Lien or furnish security or indemnify Licensor in a manner satisfactory to Licensor, in its sole discretion, to protect Licensor against any defense or expense arising from such Lien. Except during any period in which Licensee appeals any judgment or obtains a rehearing of any such Lien, or if judgment is stayed, Licensee shall immediately pay any judgment rendered against Licensee, with all proper costs and charges, and shall have the Lien released and any judgment satisfied. If Licensee fails to pay and remove any Lien or contest such Lien in accordance herewith, Licensor, at its election, may pay and satisfy same, and such cost and expense shall be immediately paid by Licensee to Licensor. Licensee's failure to pay and remove any Lien, failure to contest such Lien, or failure to reimburse Licensor for the cost to satisfy such Lien shall be a material breach of this Agreement, allowing for immediate termination of this Agreement. Licensee may not record this Agreement on the public records of any public office.

H. Signs. Licensee 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 except such as shall have first been approved in writing by Licensor.

I. Notice of Accidents. Within twenty-four (24) hours of any actual or threatened accident, incident, casualty, damage or similar occurrence that caused police or fire department personnel to be at the Premises, Licensee shall give Licensor telephone notice of such event by calling the Office of Facilities at (773) 553-2900 and also provide prompt written notice with additional details within three (3) days of such event. Notice shall be delivered to the Board representatives listed in Section 18 with a copy to the Chief Facilities Officer at the same address as the other Board notices.

J. Hazardous Materials. Licensee shall not, 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 in violation of any applicable Laws and Rules now or at any future time and will indemnify, defend and save Licensor, City, and PBC 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) to the extent arising from Licensee's, its employees' or agents' or contractors' or subcontractors' acts or omissions, including without limitation noncompliance with this Agreement or with any applicable environmental law or regulation. 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

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paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, caustic cleaning substances or materials, pesticides and toxic or other hazardous substances or material, 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. Licensee's obligations and liabilities under this Section 12.J shall survive the termination or expiration of this Agreement.

13. **LICENSOR COVENANTS.** Licensor shall be bound by and perform the covenants contained in this Paragraph 13 at all times during the Term:

A. **Environmental Investigation, Remediation, And Abatement.** Subject to the provisions of Paragraph 12.J, Licensor shall be responsible for the investigation, remediation and abatement of any environmental conditions existing prior to the Effective Date and involving Hazardous Materials, or mold, mildew, or fungi, for which such action is required of Licensor pursuant to any applicable Laws and Rules, and so long as such conditions are not caused by or arise out of the acts or omissions of Licensee, its employees, agents, contractors and subcontractors, invitees and guests. Notwithstanding anything to the contrary contained in this Paragraph 13 or elsewhere in this Agreement, the Custodial Services shall include the cleaning and/or removal of minor mold and mildew in bathrooms, locker room and shower areas and other areas of the Premises that may contain or develop minor mold and mildew.

Licensee shall not be liable for the investigation, remediation or abatement of Hazardous Materials at the Premises except to the extent investigation, remediation or abatement is required as a result of Licensee's or its employees', agents', contractors' and subcontractors', invitees' and/or guests' acts or omissions, including without limitation noncompliance with this Agreement or with any applicable environmental Laws and Rules. Notwithstanding anything herein to the contrary, Licensee shall not be liable for any conditions that existed in, on, or upon the Premises or the Licensor's cleaning equipment or systems on or prior to the Effective Date, including, without limitation, environmental impairments and other conditions (excluding any such conditions that arose out of acts or omissions of Licensee or its employees, agents, contractors and subcontractors, invitees and/or guests) (collectively, "Pre-Existing Conditions"). In no case will any Licensee employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with Licensor; provided, however, nothing in the preceding clause shall in any way abrogate or otherwise limit Licensee's obligations to properly train any

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personnel (whether employees of ARAMARK or contractors or subcontractors) pursuant to AHERA and otherwise who will be supplying Operating Services to the Premises and to utilize only such properly trained personnel in the supply of such services to the Premises.

B. Furniture. Licensor may provide Licensee with furniture for the Premises at no cost. If no furniture is available, as determined at Licensor's sole discretion, Licensee shall provide its own furniture for Licensee's use as determined by Licensee in its sole discretion.

C. Mechanical Systems. Licensor shall be responsible for replacement of mechanical systems, if necessary; provided, however, if such replacement is deemed a capital work or improvement, Licensor shall not be required to commence any capital work or improvement that is not in accordance with Licensor's approved annual Capital Improvement Plan. Other than as specifically provided herein, Licensor shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to and upon the Premises or the mechanical equipment serving the Premises at any time. To the extent Licensor declines to commence capital work or improvements, or make repairs, alterations, renewals, replacements or improvements which are not Licensee's responsibility hereunder and which are reasonably necessary for Licensee to carry out the Permitted Uses in a reasonable manner, Licensee shall be permitted to terminate this Agreement with ten (10) days' prior notice.

D. Compliance with Laws and Rules. Licensor shall at all times comply with the following Laws and Rules which are not the responsibility of Licensee: (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; and (ii) all commercially reasonable present or future rules, Standards, regulations and compliance reporting for the use and occupancy of the Premises, as Licensor in its reasonable discretion, from time to time promulgates.

14. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination of this Agreement, by lapse of time or otherwise, Licensee shall remove any and all of its properties, supplies, and equipment of all kinds (exclusive of the Approved Improvements, which become the property of Licensor in accordance with the provisions of Paragraph 8 hereof) from the Premises, and repair any damage caused by such removal. Licensee shall deliver the Premises, upon termination, in as good a state or condition or better as when entered upon, less reasonable use and wear thereof, and excepting any Approved Improvements.

15. **INSURANCE.** Licensee, at its own expense, shall procure and maintain (or, in the case of contractors and subcontractors, cause to be procured and maintained as set forth below in this Paragraph 15) insurance covering all operations of Licensee, its agents and contractors and subcontractors under this Agreement (including without limitation, all use of the Premises, performance and provision of the Operating Services and the Approved Improvements, and any other services or construction or other work in or for the Premises), whether engaged in or performed by Licensee or by its contractors or subcontractors (collectively "Insurable Operations"). 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. Licensee shall submit to Board satisfactory Certificates of Insurance as evidence of insurance coverage prior to the Effective Date of this

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License and/or commencement of any Insurable Operations. Policy renewal dates should be noted and new certificates must be obtained with the requirements set forth in in this Agreement throughout the Term. Insurance requirements are:

A. **Workers' Compensation and Employers' Liability.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all of Licensee's employees who are to perform any Insurable Operations with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence.

B. **Commercial General Liability (Primary And Umbrella).** 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, explosion, collapse, separation of insureds, defense and contractual liability. The policy shall include sexual abuse/molestation coverage. Board (and City and PBC as their interests may appear) shall be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from any Insurable Operations.

C. **Automobile Liability (Primary And Umbrella).** Automobile Liability Insurance is required when any motor vehicle (whether owned, non-owned or hired) is used in connection with this Agreement and/or any Insurable Operations, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Board (and City and PBC as their interests may appear) shall be named as additional insureds on a primary, non-contributory basis.

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

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

F. **Construction.** Licensee shall indemnify, defend and agree to save and hold Licensor, City and PBC 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 negligent act or omission of Licensee, its contractors and subcontractors in the performance of construction work, if any, on the Premises. Licensee shall not commence any such work until Licensor 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 Licensor's construction program at the time of the

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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. Licensee's contractors and subcontractors are subject to the same requirements as Licensee in regards to additional insured, rating, notice, etc.

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

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

I. Additional Insured. Licensee 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 City and PBC as their interests may appear), and their members, employees, officers, officials and agents, and any other entity as may be designated by Licensor are named as additional insureds on a primary basis without recourse or right of contribution from Licensor.

J. Insurance Certificates. Licensee's insurance company, or its representative, shall submit an insurance certificate to Licensor evidencing all coverage as required hereunder and indicating the Additional Insured status as required above and otherwise constituting satisfactory proof of insurance meeting the requirements set forth herein prior to the Effective Date of this Agreement and/or commencement of any Insurable Operations. Thirty days' notice of cancellation of or material change in any insurance policies required herein shall be provided to the following:

Chicago Board of Education
Director of Risk Management
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Phone: (773) 553-2244
Fax: (773) 553-3326
Email: riskmanagement@cps.edu

This License Agreement will be posted on the CPS website.

With a copy to:

Chicago Board of Education
Department of Facilities
42 West Madison Street, 9th Floor
Chicago, Illinois 60602
ATTN: Director of Real Estate

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

Licensee's failure to carry or document required insurance shall constitute a breach of this Agreement. Non-fulfillment of the insurance conditions may constitute a violation of this Agreement, and Licensor retains the right to stop use of the Premises or work thereon by Licensee until proper evidence of insurance is provided. In addition, Licensor shall have all of its rights and remedies at law and in equity including without limitation curing such default or terminating this Agreement by written notice to Licensee as provided herein.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Licensee. Any insurance or self-insurance programs maintained by Licensor do not contribute with insurance provided by Licensee under this Agreement.

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

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

Licensee agrees, and its insurance policies shall so reflect, that insurers waive their rights of subrogation against Licensor.

Licensee shall require and cause its contractors and subcontractors to promptly provide to Licensor a certified copy of any applicable policy of insurance upon Licensor's request. Licensor reserves the right to modify, delete, alter or change insurance requirements at any time.

This License Agreement will be posted on the CPS website.

L. Insurance Certificate Monitoring. Licensee must register with the insurance certificate monitoring company designed by Licensor stated below, and must maintain a current insurance certificate on file during the entire time of any Insurable Operations. Licensee must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for Licensor. The initial annual monitoring fee is currently Twelve and 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Licensee will be notified 30 to 45 days prior to the expiration date of its required insurance coverage (highlighted on its latest submitted insurance certificate on file) that it must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications, Inc.
676 N. LaSalle – Suite 230
Chicago, IL 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments: URL – <http://www.cpsvendorcert.com>

16. **LICENSEE WAIVER.** Other than claims for damages resulting from the negligent acts or omissions of Licensor which are covered by insurance, Licensor (and City and PBC) and their mortgagees and their respective agents, board members, and employees shall not be liable for, and to the extent permissible by law, Licensee waives all claims for damage to person or property sustained by Licensee or any person claiming by, through or under Licensee 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) Licensor'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.

17. **DEFAULT.**

This License Agreement will be posted on the CPS website.

A. **Notice of Licensee's Default.** If Licensee is in default under this Agreement and/or does not meet the Standards and (1) such default shall continue for twenty (20) days after Licensor has notified Licensee by written notice of such default, or (2) in the case of a default which cannot be remedied within twenty (20) days, and where Licensee 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 Licensor 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 Agreement by providing Licensee written notice as provided for herein.

B. **Licensor's Right to Cure Defaults.** If Licensee fails to cure a default within the period required in this Agreement, Licensor may, but shall not be obligated to, at any time, without further notice, cure any default by Licensee under this Agreement, and whenever Licensor so elects, all costs and expenses paid by Licensor in curing such default, including, without limitation, reasonable attorneys' fees and expenses, shall be payable by Licensee within ten (10) days of Licensee's receipt of an invoice detailing such costs and expenses.

C. **Notice of Licensor's Default.** If Licensor is in default under this Agreement and (1) such default shall continue for twenty (20) days after Licensee has notified Licensor by written notice of such default, or (2) in the case of a default which cannot be remedied within twenty (20) days, and where Licensor 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 Licensee shall have all of its rights and remedies under law and equity (except for curing the default), including the right to terminate this Agreement by providing Licensor written notice as provided for herein.

18. **CASUALTY AND CONDEMNATION.** If the Premises are made unusable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, Licensor or Licensee may elect to terminate this Agreement 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, Licensee shall not be entitled to any portion thereof. Licensor agrees to promptly notify Licensee if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

19. **INDEMNIFICATION.** Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party (the "Indemnified Party," which in the case of Licensor shall also include City and PBC), their members, employees, agents, officers and officials from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the other party, its officers, agents, employees and subcontractors in the performance of or related to this Agreement. This includes, but is not

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limited to, the unauthorized use of any trade secrets, patent infringement, or trademark or copyright violation.

The Indemnifying Party shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses of the Indemnified Party arising hereunder. In addition, if any judgment shall be rendered against the Indemnified Party in any such action, Indemnifying Party shall, at its own expense, satisfy and discharge such obligation of the Indemnified Party. The Indemnified Party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Indemnifying Party of any of its obligations hereunder. The Indemnified party retains final approval of any and all settlements or legal strategies which involve the interest of the Indemnified Party.

However, if the Indemnifying Party, after receiving notice of any such proceeding, fails to promptly begin the defense of such claim or action, the Indemnified Party may (without further notice to Indemnifying Party) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of the Indemnifying Party, subject to the right of the Indemnifying Party to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Indemnified Party in these circumstances shall be borne by the Indemnifying Party and the Indemnifying Party shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Indemnified Party was represented by counsel retained by the Indemnified Party pursuant to this paragraph, or while the Indemnified Party was conducting the defense.

Each party agrees to provide the other party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement.

With the exception of third party claims, in no event shall either party be liable to the other party for any loss of business, business interruption, consequential, special, or indirect damage.

To the extent permissible by law, each party waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of such party that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2nd 155 (1991)). Neither party, however, waives any limitations it may have on its liability under applicable statutes, including without limitation the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

20. **NOTICES.** All notices and other communications given pursuant to this Agreement 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; or (iii) as of the day of delivery if sent by facsimile or electronic mail and confirmation is received that day that the notice was transmitted by facsimile or electronic mail on that day.

All notices shall be addressed as follows:

This License Agreement will be posted on the CPS website.

If to Licensor: Board of Education of the City of Chicago
Department of Facilities
42 West Madison Street, 9th Floor
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 Street, 9th Floor
Chicago, Illinois 60602
Attn: General Counsel

If to Licensee: ARAMARK Management Services Limited Partnership
ARAMARK Tower
1101 Market Street
Philadelphia, Pennsylvania 19107-2988
Attn: Vice President and Chief Financial Officer,
ARAMARK Education (K-12)

With a copy to: ARAMARK Management Services Limited Partnership
ARAMARK Tower
1101 Market Street
Philadelphia, Pennsylvania 19107-2988
Attn: Vice President and Associate General Counsel,
ARAMARK Education (K-12)

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.

21. **NON-LIABILITY OF OFFICIALS.** Licensee and Licensor agree that no member, employee, agent, officer or official of any party shall be personally charged by the other party, its members if a joint venture, or any contractors or subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to the other party, its members if a joint venture, or any agents, employees, contractors or subcontractors.

22. **MISCELLANEOUS PROVISIONS.**

A. **Paragraph Headings.** The paragraph headings appearing in this Agreement 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 Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and permitted assigns.

This License Agreement will be posted on the CPS website.

C. **Freedom of Information Act.** Licensee acknowledges that this Agreement and all documents submitted to Licensor related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/34-220. Licensee further acknowledges that this Agreement shall be posted on the Board's website. Licensor shall provide Licensee with reasonably prompt written notice of any request for documents or information concerning Licensee and/or this Agreement which is submitted to Licensor pursuant to the Illinois Freedom of Information Act and/or comparable law and shall discuss with Licensee in good faith as to whether any such documents or information is exempt from disclosure pursuant to applicable law; provided, however, this shall not limit Licensor's ability to comply with any such requests.

D. **Debarment and Suspension.** Licensee certifies that it, each of its joint venture members if a joint venture, and each of its contractors and/or subcontractors for the obligations of Licensee arising under this Agreement, if any, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Licensee acknowledges that in obtaining services to be performed on the Premises, Licensee shall not utilize any firms that have been debarred from doing business with Board under Board's Debarment Policy (08-1217-PO1), as amended from time to time, or any subsequent policies on Debarment.

E. **Authority.** The individual officers, agents and employees of the parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

F. **Entire Agreement and Amendment.** This Agreement, 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 Agreement. No modification of or amendment to this Agreement 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 Agreement are of no force or effect.

G. **Severability.** If any provision(s) of this Agreement 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 Agreement shall remain in full force and effect.

H. **Governing Law and Construction.** This Agreement shall be governed by, subject to and construed under the laws of the State of Illinois without regard to its conflicts of laws provisions.

Licensee irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Licensee agrees that service of process on Licensee may be made by either registered

This License Agreement will be posted on the CPS website.

or certified mail addressed to the office identified in the notice provision herein. If any action is brought by Licensee against Licensor concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

I. **Agency or Independent Contractor.** Any service which Licensor is required or elects to furnish under this Agreement may be furnished by any agent employed by Licensor or by an independent contractor.

J. **Waiver.** No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.

K. **Inspector General.** Each party to this Agreement 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.

L. **Conflict of Interest.** This Agreement is not legally binding on 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 of Education members during the one-year period following expiration or other termination of their terms of office.

M. **Ethics.** The Board of Education Ethics Code (11-0525-PO2), adopted May 25, 2011, and as amended from time to time and any subsequent policies on Ethics, are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

N. **Indebtedness Policy.** Licensee agrees to comply with the Board of Education Indebtedness Policy (96-0626-PO3), adopted June 26, 1996, as amended from time to time and any subsequent policies on Indebtedness, which are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

O. **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 Licensor and Licensee.

P. **Licensor's Title.** Licensor's title, and/or that of City and/or PBC, is and shall always be paramount to any purported title interest of Licensee, and nothing herein contained shall empower Licensee to do any act which can, shall or may encumber the title of Licensor or PBC, as the case may be.

Q. **Counterparts and Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

R. **Prohibited Acts.** Within the three (3) years prior to and as of the effective date of this Agreement, Licensee or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members,

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managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

S. **Non-Appropriation.** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in later fiscal year budgets. If sufficient funds are not appropriated in any fiscal year for performance under this Agreement, Licensor shall notify Licensee and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated or when appropriated funds are exhausted, whichever occurs first. Licensee shall not be liable to Licensor under any circumstances for any amount in excess of the current appropriated amount.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

LICENSOR:

LICENSEE:

BOARD OF EDUCATION
OF THE CITY OF CHICAGO *DJV*

ARAMARK MANAGEMENT SERVICES
LIMITED PARTNERSHIP
By its general partner,
Aramark SMMS LLC

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

By: *Brian Pressler*
Name: Brian Pressler,
Authorized Signatory

Attest: *Estela G. Beltran 11/24/14*
Estela G. Beltran, Secretary

Attest: *Brian Pressler*

Date: *11/24/14*

Date: *11-19-14*

Board Report No. 14-0226-PR11-2

Approved as to Legal Form: *BCH*

James L. Bebley
James L. Bebley, General Counsel

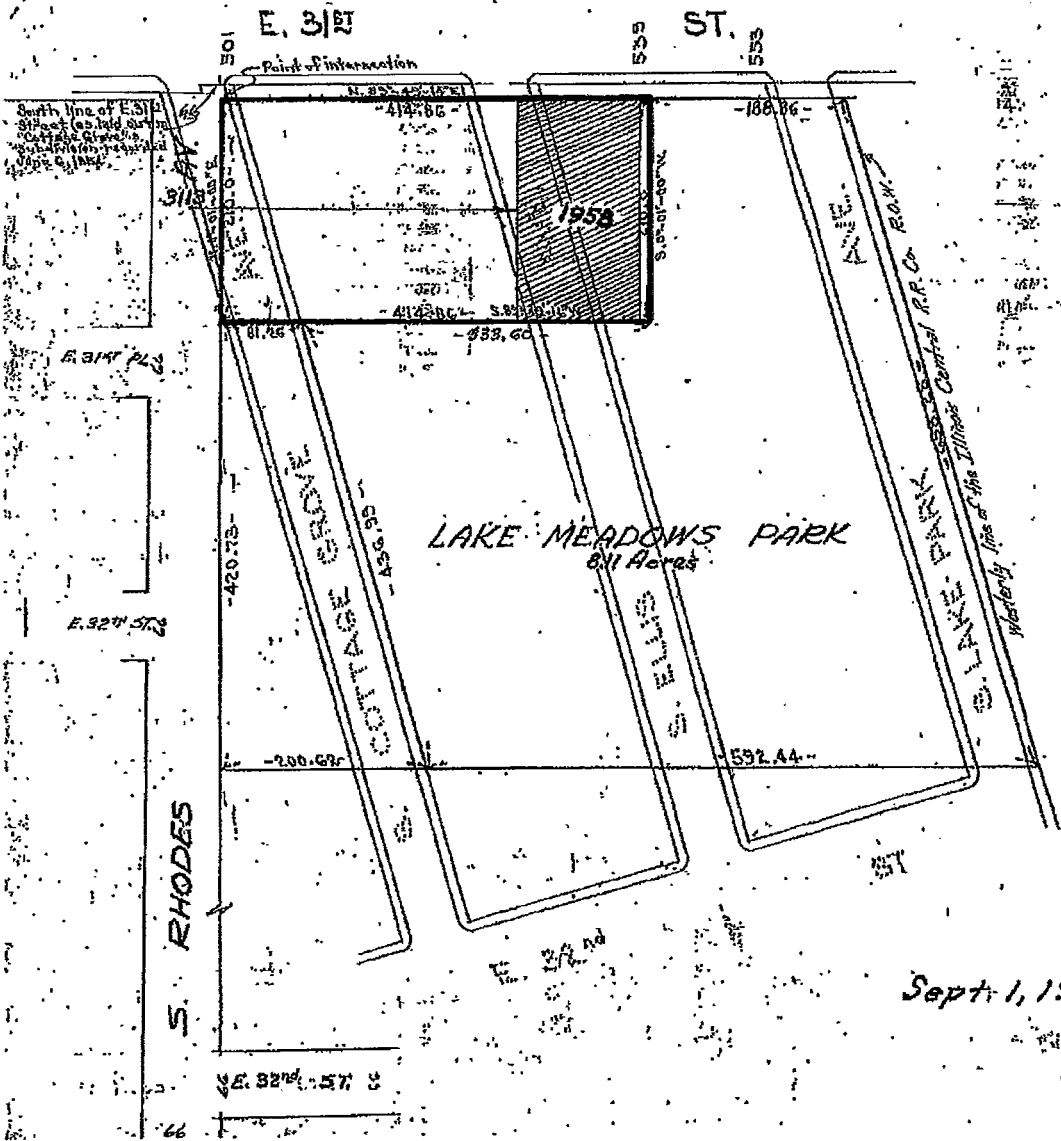
Attachments:

- Exhibit A – Legal Description
- Exhibit B – Defined Spaces
- Exhibit C - Multi-Project Labor Agreement

JOHN J. PERSHING

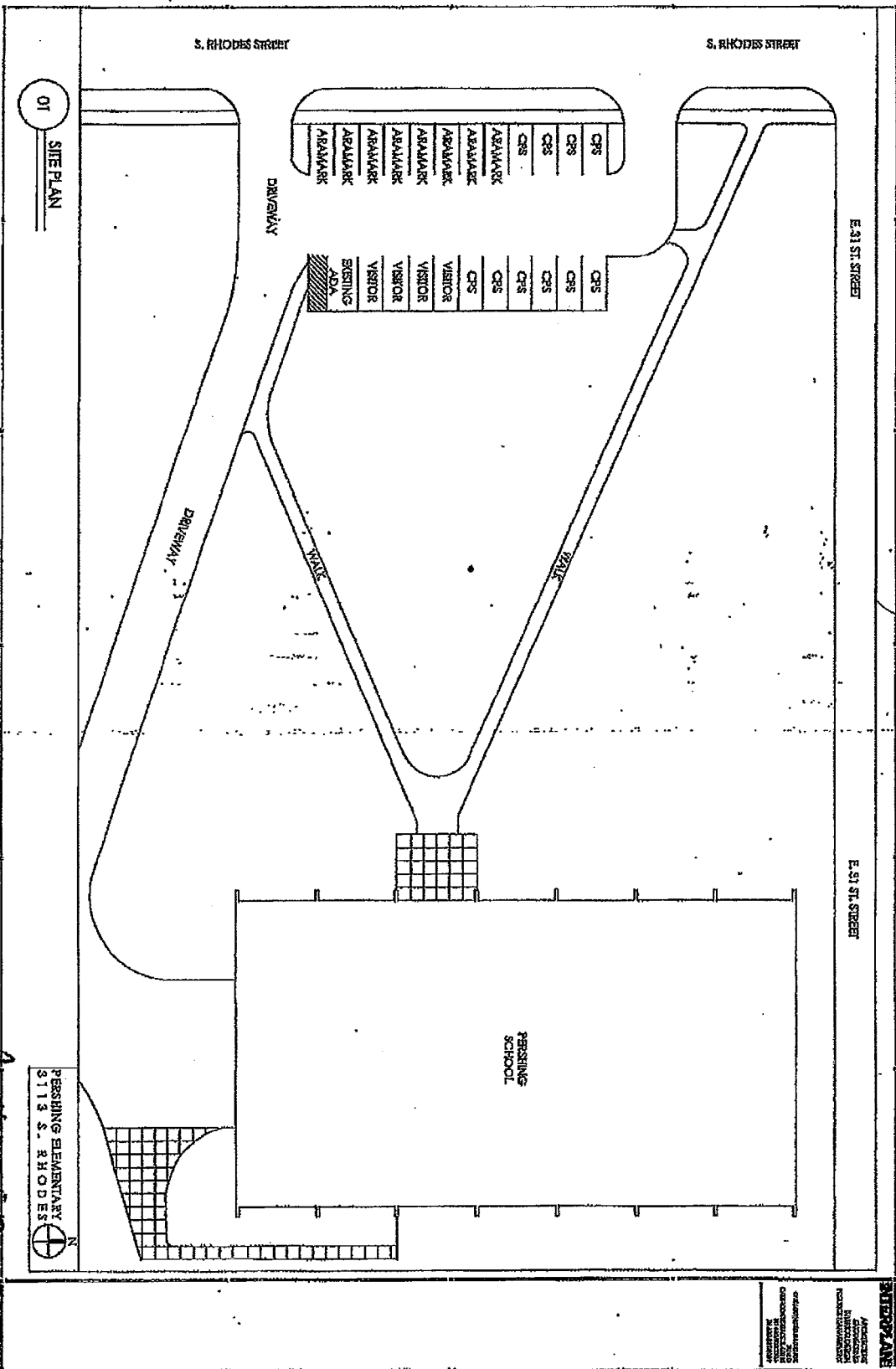
A tract of land in the Northeast fractional 1/4 of Section 94, Township 39 North, Range 14 East of the 2d Principal Meridian in the City of Chicago, County of Cook and State of Illinois ~ described as follows: Beginning at the point of intersection of the Extension North 0°-01'-00" East of the East line of a Tract of land described as Tract 3 in the deed from the Chicago Land Clearance Commission to the City of Chicago, recorded in the Office of the Recorder of Deeds of said Cook County as Document No. 15607875, with a line 20°-00' South from and parallel to the South line of East 31st Street (as laid out in "Cottage Grove" a Subdivision recorded June 6, 1954); thence North 89°-49'-14" East along said parallel line a distance of 414.86 feet; thence South 0°-01'-00" West a distance of 210.00 feet; thence South 89°-49'-14" West a distance of 414.86 feet; thence North 0°-01'-00" East a distance of 210.00 feet to the Point of Beginning ~ Containing 2.0000 Acres.

87,150 Sq. Ft.
2.00 Acres



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spog /



01 SITE PLAN

PERSHING ELEMENTARY
313 S. RHODES ST.

Qualifications Page 7-13-104
No exceptions follow

NOTES
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



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

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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: [Signature]
Its: EST/EM

Attest:

Evelyn H. Beltran 6/20/05
Secretary

Board Report 05-0622-EX22

[Signature]
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: _____
Its: Financial Secretary, Treasurer, Business Manager

(13309.9

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela B. Beltran 6/30/05
Secretary

Board Report 205-0622-EX22

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

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

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

Telephone Number: (630) 887-4100

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

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

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

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

Labor Organization: _____
Address: 1820 MACHINERY MOVERS, RIGGERS & MACHINERY Erectors LOCAL UNION 136
1820 BEACH STREET
City, State, Zip Code: BROADVIEW, IL 60155-2869
Telephone Number: 708-615-5300
By: Frank D. Main
Its: 7ST/BM

113369.9

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Etila H. Raltan 6/30/05
Secretary

Board Report: 05-0622-EX22

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

Labor Organization: LABORERS DISTRICT COUNCIL
Address: 999 MCCLINTOCK DRIVE #300
City, State, Zip Code: BARR RIDGE, ILL 60527
Telephone Number: 630 655-8289
By: James P. Conway
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn N. 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: Marvin C. Anderson
Its: President / Executive Secretary - Treasurer

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Belter 6/20/05
Secretary

Board Report 05-0622-EX22

Patrik J. Rocks, Jr.
Patrik J. Rocks, Jr., General Counsel *PRM 6-23-05*

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 687-1800

By: Thomas M. Burns
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Belcher 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: BUSINESS MANAGER

113369.9

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Belter 6/30/05
Secretary
Board Report 05-0622-EK22

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Keltian 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 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael C. Scott
Its: President

Attest:

Etila B. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. JRM 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

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Bellman 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Public Employees Local 21
Address: 1950 W. 43rd
City, State, Zip Code: CHGO IL 60609
Telephone Number: 723.650.1841
[Signature]

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Belltran 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: PIPEFITTERS L.V. 597

Address: 45 N OGDEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: BOILERMAKERS LOCAL #ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60609

Telephone Number: 773 247-5325

By: John A. Bennett
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

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

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

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela N. Beltran 6/30/05
Secretary

Board Report #05-0622-EX22

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

Labor Organization: Printers' District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Tanner P. Fay
Its: _____

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Sheet Metal Workers' Union local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 444-0073

By: Stanley F. Kargyork
Its: _____

113369.9

Dated this 30th 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-FX22

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

Labor Organization: Roofers' Union Local No. 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester, IL 60154

Telephone Number: 708-345-0970

By: Richard Mathews
Its: PRES.

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Rultran 6/30/05
Secretary

Board Report: 08-0622-EX22

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

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

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

By: William J. [Signature]
Its: [Signature]

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Peltier 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: IBEW, Local 134

Address: 600 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60661

Telephone Number: (312) 454-1340

By: Michael Fitzgerald
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela N. 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 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evela H. Belliam 6/30/05
Secretary

Board Report. 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel 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: Edward W. Moore Sr.
Its: President

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estelle H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/27/05
Patrick J. Rocks, Jr., General Counsel

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 Beckmanich
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 BTC 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 BTC 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, BTC 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:

Etila 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: Team Workers Local 163

Address: 2525 West Lexington

City, State, Zip Code: Broadview, IL 60155

Telephone Number: 708-344-7727

By: *Ry...*

Its: Financial Secretary/Treasurer/Business Manager

By: Michael W. Soff
Its: President

Attest:

Etele H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. JM 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:

Evelyn H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rooks, Jr. 6-27-05
Patrick J. Rooks, 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: 708-675-9300

By: Frank W. [Signature]
Its: FST/BM

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/20/05
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. Conroy
Its: BUSINESS MANAGER

By: Michael W. Scott
Its: President

Attest:

Estela B. Beltran 6/30/05
Secretary

Board Report 05-0622-BK22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *JR 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. Hunkler
Its: President/Executive Secretary-Treasurer

By: Michael W. Scott
Its: President

Attest:

Estelle H. Bellman 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. [Signature]
Its: Business Manager

By: Michael W. Sest
Its: President

Attest:

Evela H. Bellas 6/30/05
Secretary

Board Report 05-0622-EX22

[Signature]
Patrick J. Rocks, Jr., General Counsel JM 6/23/05

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: [Signature]
Its: BUSINESS MANAGER

By: Michael W. Scott
Its: President

Attest:

Estela B. 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: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. Mandley
Its: Business Mgr.

By: Michael W. Scott
Its: President

Attest:

Estela B. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. *PKR 6-30-05*
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

By: Michael W. Scott
Its: President

Attest:

Patricia H. Belcher 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rooks, Jr. 6-23-05
Patrick J. Rooks, 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 James M. Sweeney
Its: Vice President

By: Michael C. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. JTR 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: Jan Olsen
Its: PREL.09A

By: Michael W. Scott
Its: President

Attest:

Evela 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: PIPEFITTERS 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:

Estela H. Baltan 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rooks, Jr. *PKR 6/30/05*
Patrick J. Rooks, Jr., General Counsel

Labor Organization: BOILERMAKERS LOCAL #211E

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773-247-5225

By: John J. Brennan
Its: BUSINESS MANAGER

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

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/20/05
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: Thomas P. Felt
Its: _____

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

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

Labor Organization: Sheet Metal Workers' Local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 408 444-0073

By: Stanley F. Karaymbas
Its: _____

By: Michael W. Scott
Its: President

Attest:

Evelyn M. Bellan 6/20/05
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: Rich L. Motta
Its: Pres.

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rooks, Jr. 6/27/05
Patrick J. Rooks, 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 J. [Signature]
Its: [Signature]

By: Michael W. Coak
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: 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

By: Michael W. Scott
Its: President

Attest:

Estela H. Baltrian 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. *PJR 6/27/05*
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: Patricia Flynn
Its: _____

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

[Signature] JM 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Cement Masons' Union Local #502

Address: 739 South 25th Avenue

City, State, Zip Code: Bellwood, IL 60104

Telephone Number: 708-544-9100

By: Ronald H. Mass
Its: President

By: Michael W. Scott
Its: President

Attest:

Eatla 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: Iran 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: _____