

21153

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 **MAR 4 1999**
County of Cook and State of Illinois

**COUNTY OF COOK
AND STATE OF ILLINOIS**

**TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM AGREEMENT
KENNEDY-KING, OLIVE-HARVEY, TRUMAN COLLEGES AND DISTRICT OFFICE**

THE CHANCELLOR

REPORTS

that the Illinois State Board of Education (ISBE) notified the City Colleges of Chicago that a renewal application for FY1999 was approved for the Truants' Alternative and Optional Education Program (TAOEP), to continue providing alternative and optional education programs and services to retrieved high school dropouts 16-21 years of age through the Alternative Education Consortium comprised of the Middle Colleges at Olive-Harvey and Truman Colleges, the Benjamin E. Mays Academy at Kennedy-King College, the Institute for Native American Development at Truman College, and 13 community-based organizations; and

that the ISBE renewal grant for FY1999 is in the total amount of \$2,273,000.00 of which \$975,380.00 was set aside for sub-contracts with various agencies from August 1, 1998 to June 30, 1999.

RECOMMENDS

that the Board of Trustees approves the Agreements with the sub-contracting agencies in the amounts stated below, subject to Board acceptance of the renewal grant from the ISBE for FY1999 in the total amount of \$2,273,000.00; and authorizes the Chairman and Assistant Secretary to execute said sub-contracts on behalf of the Board.

DIPLOMA PROGRAMS

Aspira, Inc	\$177,340.00
Austin Career Education	\$168,895.00
Community Services West	\$211,120.00
Prologue, Inc.	\$84,450.00
Dr. Pedro Albizu Campos H.S.	\$42,225.00
Latino Youth	\$42,225.00
Lake View Academy	\$33,780.00
Catholic Charities/Garfield H.S.	\$33,780.00
Sullivan House	\$33,780.00

GED PROGRAMS

Association House	\$71,780.00
Blue Gargoyle	\$25,335.00
Jobs for Youth, Inc.	\$25,335.00
LaSalle Street CYCLE	\$25,335.00

Respectfully submitted,

Wayne D. Watson
Chancellor

March 4, 1999

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Aspira, Inc.

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Aspira, Inc. do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed ONE HUNDRED AND SEVENTY SEVEN THOUSAND, THREE HUNDRED AND FORTY, (\$ 177,340) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Aspira, Inc.

226 West Jackson Blvd.

2435 N. Western

Chicago, Il. 60606

Chicago, Il 60647

Attn: Dr. Wayne D. Watson

Jose Rodriguez


Chancellor


President / Chief Executive Office

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

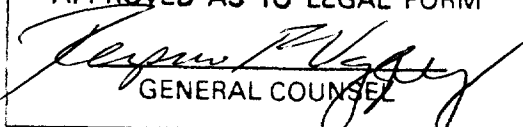
For the Board of Trustees

**Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois**


CHAIRMAN OF THE BOARD
MAR 4 - 1999


Contractor


Assistant Secretary

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and
Association House of Chicago,
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Association House of Chicago, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed SEVENTY ONE THOUSAND, SEVEN HUNDRED AND EIGHTY, (\$ 71,780) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

21153

11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Association House of Chicago

226 West Jackson Blvd.

2150 W. North Avenue

Chicago, Il. 60606

Chicago, Il 60647

Attn: Dr. Wayne D. Watson

Harriet Pelnar-Sadauskas

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

[Faint background text: City of Chicago, Board of Trustees, Office of the Chairman]

[Handwritten signature]

CHAIRMAN OF THE BOARD

[Handwritten signature]

Contractor

MAR 4 - 1999

[Handwritten signature]

Assistant Secretary

APPROVED AS TO LEGAL FORM
[Handwritten signature]
GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Austin Career Education Center,
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Austin Career Education Center, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed ONE HUNDRED SIXTY EIGHT THOUSAND, EIGHT HUNDRED NINETY FIVE (\$ 168,895) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. Notice: Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Austin Career Education Center

226 West Jackson Blvd.

5352 W. Chicago Avenue

Chicago, Il. 60606

Chicago, Il 60651

Attn: Dr. Wayne D. Watson

Sister Colette Jolie, R.S.M.

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

[Handwritten signature of Chairman]
CHAIRMAN OF THE BOARD

[Handwritten signature of Sister Colette Jolie]
Contractor

MAR 4 - 1999

[Handwritten signature of Patricia A. Burk]
Assistant Secretary

APPROVED AS TO LEGAL FORM
[Handwritten signature of General Counsel]
GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

The Blue Gargoyle Youth Service Center,

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and The Blue Gargoyle Youth Service Center, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed TWENTY FIVE THOUSAND, THREE HUNDRED AND THIRTY FIVE, (\$ 25,335) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

- 11. Notice: Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Blue Gargoyle Youth Service Center

226 West Jackson Blvd.

5655 S. University

Chicago, Il. 60606

Chicago, Il 60637

Attn: Dr. Wayne D. Watson

Capers Funnye

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

Board of Trustees of Community College
Level No. 518, County of Cook and
State of Illinois

[Handwritten signature]
CHAIRMAN OF THE BOARD

Capers C. Funnye
Contractor

MAR 4 1999

Patricia A Buck
Assistant Secretary

APPROVED AS TO LEGAL FORM
[Handwritten signature]
GENERAL COUNSEL

21153

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Pedro Albizu Campos High School,
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Pedro Albizu Campos High School, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed FORTY TWO THOUSAND, TWO HUNDRED AND TWENTY-FIVE, (\$ 42,225) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determined.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board or ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Pedro Albizu Campos High School

226 West Jackson Blvd.

1671 N. Claremont

Chicago, Il. 60606

Chicago, Il 60647

Attn: Dr. Wayne D. Watson

Marvin Garcia

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

[Handwritten Signature]
CHAIRMAN OF THE BOARD
MAR 4 1999

[Handwritten Signature] 10.1.98
Contractor

[Handwritten Signature]
Patricia A Buck
Assistant Secretary

APPROVED AS TO LEGAL FORM
[Handwritten Signature]
GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

The Community Service West

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and The Community Service West, do hereby mutually agree as follows:

1. **Scope of Services:** The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. **Time of Performance:** The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. **Compensation and Method of Payment:**
 - A. **Compensation:** The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed TWO HUNDRED AND ELEVEN THOUSAND, ONE HUNDRED AND TWENTY, (\$ 211,120) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. Notice: Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago The Community Service West
226 West Jackson Blvd. 1231 S. Pulaski Road
Chicago, Il. 60606 Chicago, Il 60623
Attn: Dr. Wayne D. Watson Myra Sampson
Chancellor President

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees
Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

[Signature] CHAIRMAN OF THE BOARD
[Signature] Contractor
MAR 4 1999

[Signature] Patricia A Burk
Assistant Secretary

APPROVED AS TO LEGAL FORM
[Signature] GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and LaSalle Street Community Youth Creative Learning Experience (CYCLE), (here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and

LaSalle Street Community Youth Creative Learning Experience (CYCLE), do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed TWENTY FIVE THOUSAND, THREE HUNDRED AND THIRTY FIVE, (\$ 25,335) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. Notice: Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago LaSalle Street Community Youth Creative
226 West Jackson Blvd. Learning Experience (CYCLE)
Chicago, Il. 60606 213 W. Institute Place, Suite #408
Attn: Dr. Wayne D. Watson Chicago, Il 60610
Chancellor Connie VanBrunt
Chief Executive Officer

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

Signature of Chairman of the Board
CHAIRMAN OF THE BOARD
MAR 4 1999

Signature of Contractor
Contractor

Signature of Patricia A. Buck
Assistant Secretary

APPROVED AS TO LEGAL FORM
Signature of General Counsel
GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and Catholic Charities of the Archdiocese of Chicago / Garfield High School, (here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Catholic Charities of the Archdiocese of Chicago / Garfield High School, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed THIRTY THREE THOUSAND, SEVEN HUNDRED AND EIGHTY _____, (\$ 33,780) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

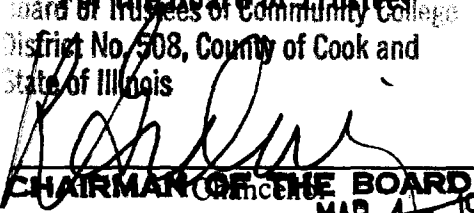
9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.


- 11. Notice: Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago
226 West Jackson Blvd.
Chicago, Il. 60606
Attn: Dr. Wayne D. Watson
Chancellor

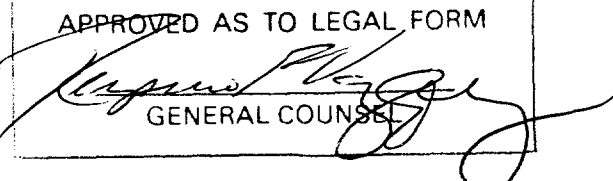
Catholic Charities / Garfield
Alternative High School
126 North Desplains Street
Chicago, Il 60661-2357
Jimmy M. Lago
Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees
 Board of Trustees of Community College
 District No. 508, County of Cook and
 State of Illinois

 CHAIRMAN OF THE BOARD
 MAR 4 1999


 Contractor


 Assistant Secretary

APPROVED AS TO LEGAL FORM

 GENERAL COUNSEL

21153

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Jobs For Youth

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Jobs For Youth, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed TWENTY FIVE THOUSAND, THREE HUNDRED AND THIRTY-FIVE, (\$ 25,335) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

21153

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

21153

11. Notice: Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Jobs for Youth

226 West Jackson Blvd.

50 E. Washington St. 4th Fl.

Chicago, Il. 60606

Chicago, Il 60602

Attn: Dr. Wayne D. Watson

John D. Connelly

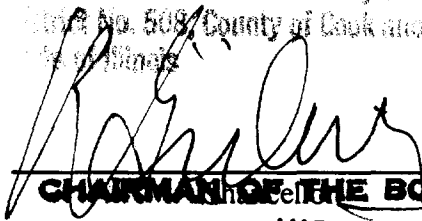
Chancellor

Executive Director

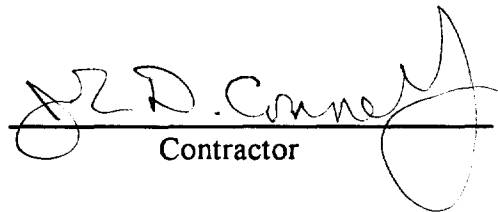
IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

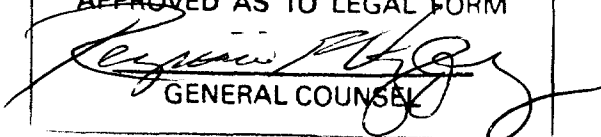
*State of Illinois of Community College
District No. 508, County of Cook and
City of Chicago*


CHAIRMAN OF THE BOARD

MAR 4 - 1999


Contractor


Assistant Secretary

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL

21153

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Lake View Academy

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Lake View Academy, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed THIRTY THREE THOUSAND, SEVEN HUNDRED AND EIGHTY _____, (\$ 33,780) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

21153

11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Lake View Academy

226 West Jackson Blvd.

716 W. Addison

Chicago, Il. 60606

Chicago, Il 60613

Attn: Dr. Wayne D. Watson

Ms. Deborah Bayly

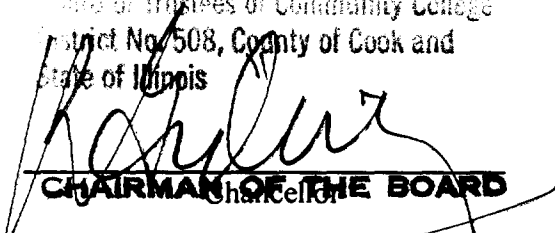
Chancellor

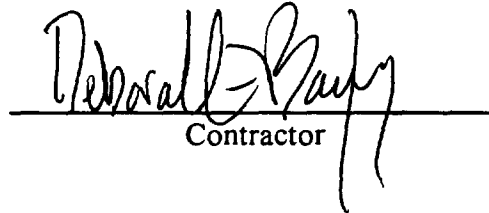
Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

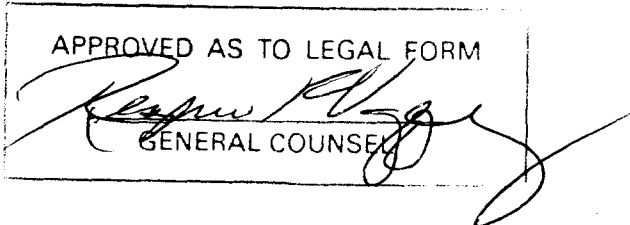
Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois


CHAIRMAN OF THE BOARD
Chancellor


Contractor

MAR 4 1999


Assistant Secretary

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL

21158

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Latino Youth Alternative High School,
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Latino Youth Alternative High School, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed FORTY TWO THOUSAND, TWO HUNDRED TWENTY FIVE, (\$ 42,225) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Latino Youth Alternative High School

226 West Jackson Blvd.

2200 S. Marshall

Chicago, Il. 60606

Chicago, Il 60623

Attn: Dr. Wayne D. Watson

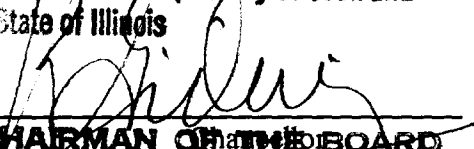
Carmen Aviles

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees
 Board of Trustees of Community College
 District No. 508, County of Cook and
 State of Illinois


 CHAIRMAN OF THE BOARD
 MAR 4 - 1999


 Contractor


 Assistant Secretary

APPROVED AS TO LEGAL FORM

 GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Prologue, Inc.

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Prologue, Inc.,

do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed EIGHTY FOUR THOUSAND, FOUR HUNDRED AND FIFTY, (\$ 84,450) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Prologue, Inc.

226 West Jackson Blvd.

1105 W. Lawrence

Chicago, Il. 60606

Chicago, Il 60640

Attn: Dr. Wayne D. Watson

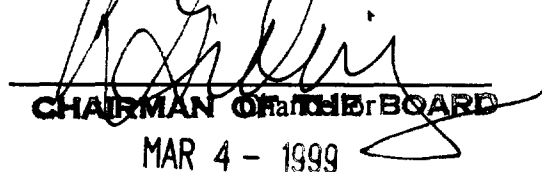
Nancy Jackson

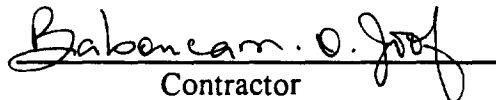
Chancellor

Executive Director

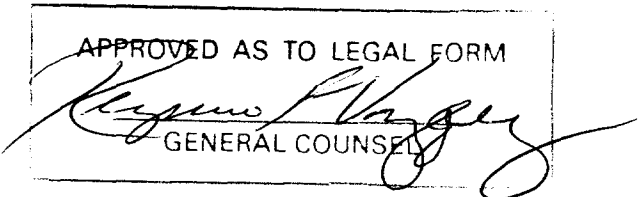
IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees
Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois


CHAIRMAN OF THE BOARD
MAR 4 - 1999


Contractor


Assistant Secretary

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL

21153

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Sullivan House Child Welfare Agency,
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Sullivan House Child Welfare Agency, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed THIRTY THREE THOUSAND, SEVEN HUNDRED AND EIGHTY, (\$ 33,780) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Sullivan House Child Welfare Agency

226 West Jackson Blvd.

7305 S. Clyde Street

Chicago, Il. 60606

Chicago, Il 60619

Attn: Dr. Wayne D. Watson

Janice Greer

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees
Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

[Signature]
CHAIRMAN OF THE BOARD

Janice Greer
Contractor

MAR 4 1999

Patricia A. Buck
Assistant Secretary

APPROVED AS TO LEGAL FORM
Regina P. [Signature]
GENERAL COUNSEL

211531

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Aspira, Inc.

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Aspira, Inc., do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed ONE HUNDRED AND SEVENTY SEVEN THOUSAND, THREE HUNDRED AND FORTY, (\$ 177,340) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Aspira, Inc.

226 West Jackson Blvd.

2435 N. Western

Chicago, Il. 60606

Chicago, Il 60647

Attn: Dr. Wayne D. Watson

Jose Rodriquez

Chancellor

President / Chief Executive Office

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

[Handwritten Signature]
 CHAIRMAN OF THE BOARD

MAR 4 - 1999

[Handwritten Signature]
 Contractor

[Handwritten Signature]
 Assistant Secretary

APPROVED AS TO LEGAL FORM
[Handwritten Signature]
 GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and
Austin Career Education Center,
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Austin Career Education Center, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed ONE HUNDRED SIXTY EIGHT THOUSAND, EIGHT HUNDRED NINETY FIVE (\$ 168,895) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Austin Career Education Center

226 West Jackson Blvd.

5352 W. Chicago Avenue

Chicago, Il. 60606

Chicago, Il 60651

Attn: Dr. Wayne D. Watson

Sister Colette Jolie, R.S.M.

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

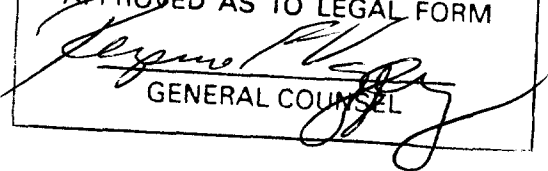
Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois


CHAIRMAN OF THE BOARD


Contractor

MAR 4 - 1999


Assistant Secretary

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and
The Community Service West,
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and The Community Service West,
do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed TWO HUNDRED AND ELEVEN THOUSAND, ONE HUNDRED AND TWENTY, (\$ 211,120) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. Notice: Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

The Community Service West

226 West Jackson Blvd.

1231 S. Pulaski Road

Chicago, Il. 60606

Chicago, Il 60623

Attn: Dr. Wayne D. Watson

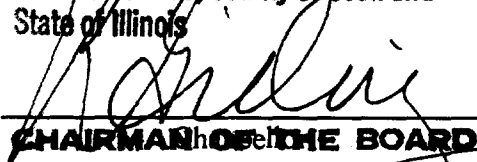
Myra Sampson

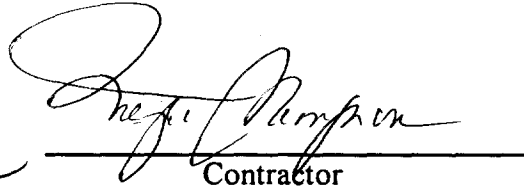
Chancellor

President

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

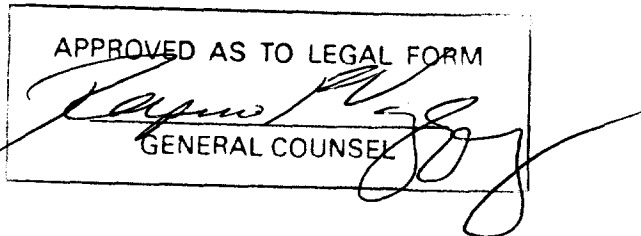
For the Board of Trustees
Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois


CHAIRMAN OF THE BOARD


Contractor

MAR 4 - 1999


Assistant Secretary

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Prologue, Inc.

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Prologue, Inc.,

do hereby mutually agree as follows:

1. **Scope of Services:** The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. **Time of Performance:** The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. **Compensation and Method of Payment:**
 - A. **Compensation:** The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed EIGHTY FOUR THOUSAND, FOUR HUNDRED AND FIFTY, (\$ 84,450) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. Notice: Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Prologue, Inc.

226 West Jackson Blvd.

1105 W. Lawrence

Chicago, Il. 60606

Chicago, Il 60640

Attn: Dr. Wayne D. Watson

Nancy Jackson

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees
Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

[Handwritten Signature]
CHAIRMAN OF THE BOARD

[Handwritten Signature]
Contractor

MAR 4 1999

[Handwritten Signature]
Assistant Secretary

APPROVED AS TO LEGAL FORM
[Handwritten Signature]
GENERAL COUNSEL

21153

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Pedro Albizu Campos High School,
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Pedro Albizu Campos High School, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed FORTY TWO THOUSAND, TWO HUNDRED AND TWENTY-FIVE, (\$ 42,225) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Pedro Albizu Campos High School

226 West Jackson Blvd.

1671 N. Claremont

Chicago, Il. 60606

Chicago, Il 60647

Attn: Dr. Wayne D. Watson

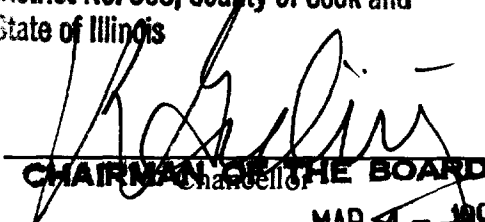
Marvin Garcia

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

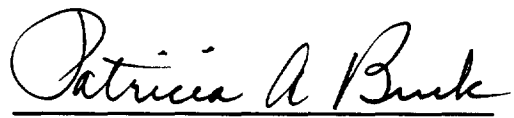
For the Board of Trustees
Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

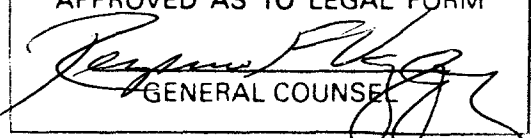

CHAIRMAN OF THE BOARD
Chancellor

MAR 4 - 1999


Contractor

10-1-98


Assistant Secretary

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL

21153

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Latino Youth Alternative High School,
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Latino Youth Alternative High School, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed FORTY TWO THOUSAND, TWO HUNDRED TWENTY FIVE, (\$ 42,225) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Latino Youth Alternative High School

226 West Jackson Blvd.

2200 S. Marshall

Chicago, Il. 60606

Chicago, Il 60623

Attn: Dr. Wayne D. Watson

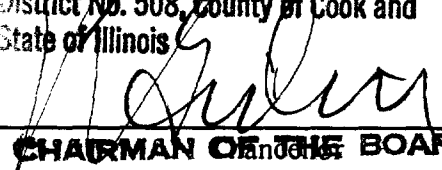
Carmen Aviles

Chancellor

Executive Director

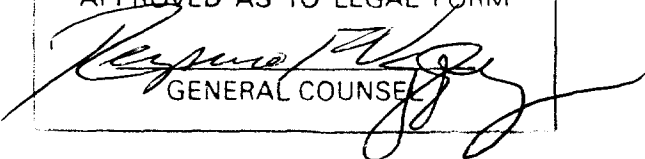
IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees
Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois


CHAIRMAN OF THE BOARD
MAR 4 - 1999


Contractor


Assistant Secretary

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Lake View Academy

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Lake View Academy, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed THIRTY THREE THOUSAND, SEVEN HUNDRED AND EIGHTY, (\$ 33,780) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

11. Notice: Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Lake View Academy

226 West Jackson Blvd.

716 W. Addison

Chicago, Il. 60606

Chicago, Il 60613

Attn: Dr. Wayne D. Watson

Ms. Deborah Bayly

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

[Signature]
CHAIRMAN OF THE BOARD

MAR 4 - 1999

[Signature]
Contractor

[Signature]
Assistant Secretary

APPROVED AS TO LEGAL FORM
[Signature]
GENERAL COUNSEL

21153

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and Catholic Charities of the Archdiocese of Chicago / Garfield High School, (here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Catholic Charities of the Archdiocese of Chicago / Garfield High School, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed THIRTY THREE THOUSAND, SEVEN HUNDRED AND EIGHTY, (\$ 33,780) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

226 West Jackson Blvd.

Chicago, Il. 60606

Attn: Dr. Wayne D. Watson

Chancellor

Catholic Charities / Garfield

Alternative High School

126 North Desplains Street

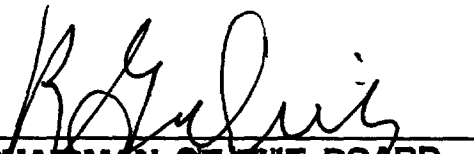
Chicago, Il 60661-2357

Jimmy M. Lago

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees


CHAIRMAN OF THE BOARD
MAR 4 - 1998


Contractor


Assistant Secretary

21158

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and
Sullivan House Child Welfare Agency,
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Sullivan House Child Welfare Agency, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed THIRTY THREE THOUSAND, SEVEN HUNDRED AND EIGHTY, (\$ 33,780) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Sullivan House Child Welfare Agency

226 West Jackson Blvd.

7305 S. Clyde Street

Chicago, Il. 60606

Chicago, Il 60619

Attn: Dr. Wayne D. Watson

Janice Greer

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees
Board of Trustees of Community College
District No 508, County of Cook and
State of Illinois

[Signature]
CHAIRMAN OF THE BOARD
Chancellor

Janice Greer
Contractor

MAR 4 - 1999

Patricia A. Bunk
Assistant Secretary

APPROVED AS TO LEGAL FORM
[Signature]
GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and
Association House of Chicago
(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Association House of Chicago, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed SEVENTY ONE THOUSAND, SEVEN HUNDRED AND EIGHTY, (\$ 71,780) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Association House of Chicago

226 West Jackson Blvd.

2150 W. North Avenue

Chicago, Il. 60606

Chicago, Il 60647

Attn: Dr. Wayne D. Watson

Harriet Pelnar-Sadauskas

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

[Signature]

 CHAIRMAN OF THE BOARD
 Chancellor
 MAR 4 - 1999

[Signature]

 Contractor

[Signature]

 Assistant Secretary

APPROVED AS TO LEGAL FORM
[Signature]

 GENERAL COUNSEL

21153

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

The Blue Gargoyle Youth Service Center

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and The Blue Gargoyle Youth Service Center, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. **Method of Payment:** The Board agrees to pay Contractor an amount not to exceed TWENTY FIVE THOUSAND, THREE HUNDRED AND THIRTY FIVE, (\$ 25,335) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. **Compliance with Laws:** The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. **Indemnity:** Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. **Changes:** The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. **Termination For Cause:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Blue Gargoyle Youth Service Center

226 West Jackson Blvd.

5655 S. University

Chicago, Il. 60606

Chicago, Il 60637

Attn: Dr. Wayne D. Watson

Capers Funnys

Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

Board of Trustees of Community Colleges
District No. 508, County of Cook and
State of Illinois

[Handwritten Signature]
CHAIRMAN OF THE BOARD

[Handwritten Signature]
Contractor

MAR 4 - 1999

[Handwritten Signature]
Assistant Secretary

APPROVED AS TO LEGAL FORM
[Handwritten Signature]
GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and

Jobs For Youth

(here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and Jobs For Youth, do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed TWENTY FIVE THOUSAND, THREE HUNDRED AND THIRTY-FIVE, (\$ 25,335) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

21153

11. **Notice:** Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago

Jobs for Youth

226 West Jackson Blvd.

50 E. Washington St. 4th Fl.

Chicago, Il. 60606

Chicago, Il 60602

Attn: Dr. Wayne D. Watson

John D. Connelly

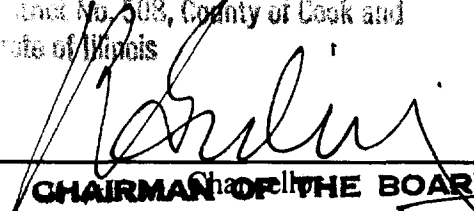
Chancellor

Executive Director

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

City Colleges of Community College
Box No. 508, County of Cook and
State of Illinois



CHAIRMAN OF THE BOARD

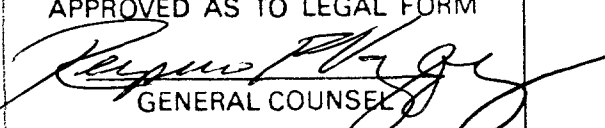


Contractor

MAR 4 1999



Assistant Secretary

APPROVED AS TO LEGAL FORM


GENERAL COUNSEL

AGREEMENT
of
TRUANTS' ALTERNATIVE AND OPTIONAL EDUCATION PROGRAM

THIS AGREEMENT, entered into this 1st day of August, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (here in after referred to as "Board"), and LaSalle Street Community Youth Creative Learning Experience (CYCLE), (here in after referred to as "contractor").

WHEREAS, the Board has contracted with the Illinois State Board of Education to provide services in a Truants' Alternative and Optional Education Program under the School Reform Act (P.A. 84-126), and

WHEREAS, the Board has agreed to engage the Contractor to render services as described in their "Proposal for Funding under the Truants' Alternative and Optional Education Program", a copy of which is appended to this Agreement and hereby incorporated by this reference.

WITNESSETH, that in consideration of the mutual consideration and promises contained herein, the Board and

LaSalle Street Community Youth Creative Learning Experience (CYCLE), do hereby mutually agree as follows:

1. Scope of Services: The Contractor will implement its Truants' Alternative and Optional Education Program and will perform all services as set forth in the proposal and budget attached hereto, and made a part of this agreement.
2. Time of Performance: The services of Contractor are to commence August 1, 1998 and shall be undertaken and completed by June 30, 1999.
3. Compensation and Method of Payment:
 - A. Compensation: The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of their Proposal for Funding. It is the intent of the parties to this agreement that all reimbursement by the Board shall be for money actually expended by the Contractor within the terms of the budget as approved by the State of Illinois for reimbursement. Reimbursement will be made only for actual costs incurred within the terms of the budget, as allowed by the State of Illinois. Contractor agrees to reimburse the Board of costs disallowed by the State of Illinois.

- B. Method of Payment: The Board agrees to pay Contractor an amount not to exceed TWENTY FIVE THOUSAND, THREE HUNDRED AND THIRTY FIVE, (\$ 25,335) dollars which shall constitute full and complete compensation for all of the Contractor's services under this contract. The Board shall make payment under this Agreement upon presentation of requisition for reimbursement by the Contractor. Once each month (or at other interval as determined by the Board) the Contractor will submit to the Board, in such form and detail as required by the Board, a requisition for reimbursement supported by documents required by the Board as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable costs.
4. Compliance with Laws: The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board which may in any manner affect the preparation of proposals or the performance of the agreement.
5. Indemnity: Contractor shall indemnify, keep and save harmless the Board, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent infringement or copyright infringement claims, suits, liabilities, judgments, costs and consequences of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, or of any of the Contractor's subcontractors or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgement shall be rendered against the Board in any action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board as herein provided.
6. Changes: The Board may request changes in the scope of the services of the Contractor to the performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, with 30 days notice, shall be incorporated in written amendments to this Agreement.
7. Termination For Cause: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement as determined by the Board, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is determine.

8. Records and Audits: At any time during normal business hours and as often as the Board or the Illinois State Board of Education (ISBE) may deem necessary, there shall be made available to the Board or ISBE representatives for examination all of its records with respect to all matters covered by this Agreement and will permit the Board and ISBE representatives to examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the Board or ISBE to assure proper accounting for all project funds. These records will be made available for audit purposes to the Board and ISBE or any authorized representatives, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Board.

The Contractor agrees to conduct an independent audit which will verify all line item costs and reimbursed expenses covered by the full contract amount and further agrees to forward the final report from said audit to the Board within forty-five (45) days after the completion of this Agreement.

9. Reports and Information: At such times and in such forms as the Board or ISBE may require, there shall be furnished to the Board of ISBE such statements, records data and information, as the Board or ISBE may request pertaining to matters covered by this Contract.
10. Terms and Conditions: This contract represents the final and complete understanding of the parties, and is subject to the terms, conditions, and requirements of the Agreement of the Board and the Illinois State Board of Education.

- 11. Notice: Notices and communications pursuant to this Agreement shall be sent by first class mail to the parties at the following addresses:

City Colleges of Chicago LaSalle Street Community Youth Creative
226 West Jackson Blvd. Learning Experience (CYCLE)
Chicago, Il. 60606 213 W. Institute Place, Suite #408
Attn: Dr. Wayne D. Watson Chicago, Il 60610
Chancellor Connie VanBrunt
Chief Executive Officer

IN WITNESS WHEREOF the parties by their authorized signatories do hereby place their hand and seals.

For the Board of Trustees

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

[Signature]
CHAIRMAN OF THE BOARD

[Signature]
Contractor

MAR 4 - 1998

[Signature]
Assistant Secretary

APPROVED AS TO LEGAL FORM
[Signature]
GENERAL COUNSEL