

ACTION ON A REQUEST TO APPROVE THE SECOND AMENDMENT TO EXTEND THE LEASE AGREEMENT WITH CARMEN HIGH SCHOOL OF SCIENCE AND TECHNOLOGY AT CASIMIR PULASKI HIGH SCHOOL LOCATED AT 2500 WEST OKLAHOMA AVENUE

LEASE AGREEMENT

MILWAUKEE BOARD OF SCHOOL DIRECTORS

AND

CARMEN HIGH SCHOOL OF SCIENCE AND TECHNOLOGY, INC

THIS INDENTURE, made this 21 day of April, 2016, by and between the City of Milwaukee by its Board of School Directors, a Wisconsin Statutory Corporation (hereinafter referred to as "the Board"), and Carmen High School of Science and Technology, Inc. a Wisconsin not-for-profit organization, (hereinafter referred to as "Lessee), collectively the Board and Lessee shall be referred to as the "Parties".

1. **PREMISES:** The Board does hereby lease to Lessee that portion of Casimir Pulaski High School located at 2500 West Oklahoma Avenue, Milwaukee Wisconsin 53215 ("the Property") described below.

- a. Leased space ("Leased Premises") to include:
 - i. Year One: (1) Exclusive use of up to approximately 26,360 square feet as shown on Exhibit A attached hereto, including the exclusive entrance, bathrooms, hallways and stairways shown on Exhibit A ("Exclusive Space"); and (2) shared use of approximately 29,885 square feet consisting of the gymnasium and cafeteria as shown on Exhibit A, together with hallways, stairways, in addition to all exterior grounds, facilities and parking as shown on Exhibit B.
 - ii. Years Two and Beyond: Lessee's leased space shall be increased annually to accommodate Lessee's increased enrollment. The exact space to be leased to Carmen shall be determined cooperatively between Carmen and MPS to benefit the programmatic needs of both Carmen and MPS such that both Carmen and MPS have comparable space in the Property. To the extent feasible, classrooms used exclusively by Carmen shall be (i) located along corridors that are used exclusively by Carmen students during periods of active use by Carmen; (ii) contiguous and contained space (i.e. all on one or more full floors, grouped on a full wing of a floor, or similar); and, (iii) dedicated entrance/exit, stairwells, and corridors will be available for use by Carmen students to travel to and from their classes.
 - iii. On or before July 1 of each Lease Year, Carmen and MPS shall finalize the space to be occupied by Carmen for the following Lease Year, and shall document the space to be occupied for the following Lease Year in a letter agreement or similar written document.
- b. Space not leased to Lessee shall not be leased for a use that is incompatible with Lessee's use of the Property.

- c. Lessee acknowledges and accepts that the Board currently operates Casimir Pulaski High School ("Pulaski") at the Property, which serves students in grades 9-12. Lessee and MPS acknowledge that operation of two schools within a shared facility will require each party to agree to certain provisions that ensure the smooth operation of each school. Prior to the start of each school year, representatives from Lessee, MPS, and Pulaski shall meet and confer to formulate a shared use plan for the Property that is consistent with the goals of the Partnership. Lessee, MPS, and Pulaski shall meet regularly during the term of the Lease to discuss the shared use plan and make any changes deemed appropriate.

2. INITIAL TERM: The initial term shall commence on July 15, 2016 and will terminate on June 30, 2017, with each one-year period from July 1 through and including June 30 being designated a "Lease Year" hereunder. To facilitate the Lessee's occupancy and use of the Leased Premises in a timely manner, the Lessee may, upon consent of MPS, have access to the Leased Premises prior to July 15, 2016 for purposes of contractor walk-throughs, defining improvements, and other planning activities. This Lease may be terminated upon the mutual agreement of MPS and Lessee, or pursuant to section 19.

3. EXTENSION OF LEASE: Carmen shall have the option to extend the term of the Lease for two five year terms ("the Extension") contingent upon (i) Carmen giving MPS notice of its intention to exercise its option at least 90 days prior to the end of the Initial Term or first Extension; and (ii) Carmen receiving an extension of its charter contract covering the Extension. All terms and conditions of the lease will remain in full effect during the extension periods.

4. SUBLEASE: The Lessee shall not have the option to sublease any portion of the Leased premises.

5. USE OF THE PREMISES: Lessee agrees to use the premises for the operation of a non-instrumentality charter school in accordance with the proposal submitted to the Board of School Directors. Such business shall be operated at all times in a reputable and first-class manner so as not to injure the reputation of the Board.

If Lessee's use of the Leased Space is no longer for an MPS non-instrumentality charter school, then the rent shall be recalculated as provided in section 6f below unless Lessee's non-instrumentality charter contract is terminated or not renewed by MPS for reasons other than non-compliance with the charter contract.

Prior to the commencement of the Lease, and prior to each subsequent Lease Year, Lessee and MPS will complete a walk-through of the property to identify any furnishing or equipment to be left in place for Lessee's use during the term of the lease. MPS shall remove all other personal property from the leased space.

6. RENT: Lessee shall pay rent to the Board as follows

- a. Rent shall be calculated at the beginning of each Lease Year based on the square footage leased to Lessee for that Lease Year. Payments of rent hereunder shall be due on or before the first day of each month.

- b. In the first Lease Year, Lessee shall pay an annual rent at rate of \$4.75/ft² for space exclusively used by Lessee payable in twelve (12) equal monthly payments.
- c. Beginning in the second Lease Year (July 1, 2017-June 30, 2018), Lessee shall pay an annual rent at a rate of \$4.80/ft² for space exclusively used by Lessee and shall pay \$2.40/ft² for interior space shared between MPS and Lessee. However the lease rate for interior space shared between MPS and Lessee shall be prorated based on the percentage obtained by dividing Lessee's enrollment on the third Friday of September by 800, which is in line with Lessee's projected enrollment when Lessee's school is fully enrolled.
- d. Beginning in the third Lease Year (July 1, 2018-June 30, 2019), the rental rate for both categories of space used by Lessee shall increase by 1%, and shall increase by 1% each Lease Year thereafter.
- e. First and last months' rent payments are due five (5) days prior to the commencement date of the Initial Term of the Lease. Rent is to be paid by cashier's or regular check and mailed to: Facilities and Maintenance Services, 1124 North 11th Street, Milwaukee, Wisconsin 53233, Attention: Director.
- f. If Lessee's use of the Leased Premises is for purposes other than a non-instrumentality charter school as set forth in Section 5 above, then Lessee's rental fee to the Board for the Exclusive Space shall be recalculated at a rate of \$12.00 per square foot. Any calculation of rent triggered as a consequence of Lessee's use of the Leased Premises no longer being for a non-instrumentality charter school as set forth in Section 5 shall also include a 1.5% annual cost increase beginning with the Lease Year following the change in Lessee's use.
- g. Lessee shall receive rent credits based upon Lessee's completion of Eligible Capital Improvements. Eligible improvements are defined as items the Board would routinely recognize as refurbishment of existing wall, ceiling, and/or floor finishes; replacement of existing mechanical, electrical, or plumbing systems and/or fixtures. Any change in use modifications including the installation or removal of walls to increase or decrease room sizes will not be considered Eligible Capital Improvements unless an exception is approved by the Board. The rent credit for a particular Eligible Capital Improvement shall be based on the total cost of the Eligible Capital Improvement, amortized over the term of this Lease (including the renewal periods) that remains after the completion of the Eligible Capital Improvement.

7. COVENANT OF TITLE: The Board herein warrants that there are no existing restrictions which will deny Lessee the use and occupancy of the Leased Premises or restrict its use thereof. Lessee is solely responsible for obtaining the required occupancy permit from the City of Milwaukee and any required approvals of the Board of Zoning Appeals.

8. BOARD'S RIGHT TO ENTER: The Board or the Board's agents shall have the right at all reasonable times during business hours, upon prior notice, to enter the Leased Premises to examine the same and make repairs. In addition, the Board or its agents shall have the right to enter during business hours, upon prior notice, to conduct quarterly inspections to insure compliance with the lease.

9. COVENANT OF QUIET ENJOYMENT: The Board hereby covenants that Lessee, upon paying the rent above stipulated and performing all and singular the covenants and conditions of this lease on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the aforesaid term, and for the term of any renewal or renewals hereof, free from molestation, eviction or disturbance by the Board, or by any other person or persons lawfully claiming the same, and that the Board has good right to make this lease for the full term thereby granted, including the period for which the Board has the right to effect a renewal hereof.

10. DAMAGE TO PREMISES: In the event of damage or injury to the Leased Premises or any part thereof, by fire or other casualty, so that the Leased Premises are rendered unusable, the Board shall have five (5) days after the loss within which to notify the Lessee in writing of the Board's intention to repair and restore the Leased Premises without terminating this lease. In the event said notice of intent to repair the damage is not received by the Lessee within said five (5) day period, then and in such case, either party hereto upon written notice to the other party may terminate this lease. If, after the foregoing five-day (5-day) period, the Board decides to restore the Leased Premises, work shall commence immediately and be completed as expeditiously as possible and the Lessee shall have no claim against the Board for any loss due to the condition of the Leased Premises during the repair and restoration period.

11. COVENANT TO OBEY LAWFUL ORDERS: The Board agrees to obey all ordinances of the City of Milwaukee in regard to cleaning the sidewalk in front of said Leased Premises hereto leased and any and all lawful orders, rules and regulations of the proper health officers of said City. The Board and the Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, and City government and of any and all their departments and bureaus applicable to said Leased Premises for the correction, prevention, and abatement of nuisances or other grievances, in, upon or connected with said Leased Premises during said term, and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters of the State of Wisconsin.

Lessee shall not knowingly do, or permit anything to be done, which will violate any Federal, State, or City statute, ordinance, rule, order, regulation, or requirement affecting its occupancy. The Lessee may, at its own expense, and by appropriate legal proceeding, contest the validity, in whole or part, of any such statute, ordinance, rule, order, regulation, or requirement provided that neither the Board or the Leased Premises shall be placed in danger of civil or criminal liability or imposition of any lien by the Lessee's failure to comply.

12. ENVIRONMENTAL POLLUTANTS: Lessee shall not (either with or without negligence) cause or permit the escape, unlawful disposal or release beyond lawful limits of any Hazardous Materials (as hereinafter defined). Lessee, its agents, contractors, invitees, students, shall not bring in or onto the Property or the Leased Premises, or knowingly allow the storage or use of such substances or materials at the Leased Premises in amounts greater than those generally accepted in the ordinary course (and at all times in accordance with applicable law) for institutional uses. For the purposes of this Section, the term "Hazardous Materials" shall mean, (i) any substances defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials," "hazardous wastes," or "hazardous or toxic substances" as now or hereafter defined in any applicable federal, state or local law, regulation, ordinances, or directive, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et. seq.); the Comprehensive Environmental Response, compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. Sec. 9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec 1801, et. seq.; the Toxic Substance Control Act, 15 U.S.C. Sec. 2601, et. seq.; the

Resource Conservation and Recovery Act, as amended (42 U.S.C. Sec. 9601, et. seq.); the Clean Water Act, 33 U.S.C. Sec. 1251 et. seq.; the Clean Air Act, 42 U.S.C. Sec. 7412, et. seq.; as any such acts may be amended, modified or supplemented; (ii) those substances listed or otherwise identified in the regulations adopted and publications issued, as may be amended, modified or supplemented, pursuant to any of the above-referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

Lessee, in the operation of school laboratories and science classes, and the handling and storage of chemicals used therein, agrees to comply with the provisions, safety standards, standard operating procedures, control measures, and management practices contained in OSHA's Laboratory Safety Standard – 29 CFR 1910.1450, "Occupational Exposures to Hazardous Chemicals in Laboratories."

As part of the OSHA Laboratory Safety Standard, Lessee is required to develop and implement a comprehensive chemical hygiene/laboratory safety plan that incorporates the provisions found in 29 CFR 1910.1450. As part of such safety plan, Lessee agrees to develop and maintain an inventory of all chemicals stored on site at the Leased Premises, and a complete file of Material Safety Data Sheets pertaining thereto. Prior to occupancy, a completed plan must be codified and fully implemented. Lessee agrees to submit to MPS a complete copy of their OSHA Laboratory Safety Plan. MPS reserves the right to exclude from the Property chemicals which are deemed to be detrimental to the welfare of the occupants.

If any governmental agency shall ever, in its reasonable discretion, require testing to ascertain whether or not there has been any release of Hazardous Materials by Lessee, then all of the reasonable costs thereof shall be reimbursed by the Lessee to the Board upon demand. Lessee shall execute affidavits, representations and the like from time to time at Board's request concerning Lessee's best knowledge and belief regarding the presence of Hazardous Materials at the Leased Premises.

Lessee shall unconditionally indemnify and hold harmless the Board, its officers, employees, agents, successors, and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs, and expenses, (including reasonable attorneys' fees and court costs), fines, injuries, penalties, response costs (including the cost of any required or necessary investigation, testing, monitoring, repair, cleanup, detoxification, preparation of any closure or other required plans, or other removal, response or remedial action at or relating to the Property) (collectively, the "Claims and Costs"), to the extent arising out of any of the following: (i) any legal requirements, lawsuit (brought or threatened), reasonable settlement, or requirement of any insurer, relating to the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage, or cleanup of any Hazardous Materials at, on, from or under all or a portion of the Leased Premises for which the Lessee, its agents, contractors, or invitees are responsible, or (ii) the migration of Hazardous Materials from the Leased Premises to any other property or onto the remainder of the Property caused by Lessee, or (iii) the treatment, disposal or storage of Hazardous Materials or the transportation of Hazardous Materials from the Leased Premises by Lessee, its agents, contractor or invitees, or (iv) the incorporation by the Lessee of any Hazardous Materials in or at the Leased Premises.

The foregoing indemnification shall survive the expiration or earlier termination of this Lease.

13. ALTERATIONS: Lessee shall make no alterations to said Leased Premises without first obtaining the Board's written consent which shall not be unreasonably withheld. Should the Lessee desire changes to the Leased Premises, all such work shall be designed and completed by Lessee in accordance with the Board's guide specs. The Board will approve or deny the Lessee's request within 60 days of receipt, however the Board will endeavor to approve or deny less complicated proposed alterations in a more expeditious manner. Lessee shall be allowed to provide and install interior signage within the Exclusive Space. Lessee, at Lessee's expense, shall be allowed to provide and install exterior signage provided such exterior signage complies with all applicable laws and regulations.. In addition to any other required approvals, all Lessee's requests for exterior signage must be approved or denied by the Board within 30 days of receipt and shall not be unreasonably withheld. When approving any alterations proposed by Lessee, Board shall indicate whether Lessee shall be required to remove the improvement at the expiration or termination of the Lease. All such changes will be at the Lessee's expense. All approved alterations to said Leased Premises shall remain for the benefit of the Board.

14. REPAIRS AND VANDALISM: The Board shall take good care of the Leased Premises and, at its own cost and expense, make all repairs thereto, including structural repairs or replacements unless the need therefore was caused by the Lessee, the Lessee's agents, employees, contractors, students, invitees or licensees, in which case the Lessee must reimburse the Board for such repairs. At the end of the expiration of the term, Lessee shall deliver up the Leased Premises in good order, reasonable wear and tear excepted. General maintenance of building will be the responsibility of the Board. The Board will not be responsible for the maintenance or repair of any improvements installed or caused to be installed by the Lessee that do not receive prior written approval.

MPS and the Lessee shall be individually responsible for the repair of any vandalism that occurs in, to or, on spaces reserved for their respective exclusive uses and shall be equally responsible with all building tenants for vandalism that occurs in shared and/or common areas. When vandalism or other damage is the known result of action by students, agents, employees, invitees or licensees of a specific school or building tenant, that school or tenant (including, without limitation, MPS) shall be solely responsible for all costs of repair, regardless of the location of occurrence. The Board shall complete all repairs required as a result of vandalism. Lessee shall immediately report any vandalism to the school engineer.

15. INSURANCE: Throughout the term of this Lease Agreement, Lessee will carry the following insurance

Worker's Compensation and Employers Liability

--Worker's Compensation	Statutory Limit
--Employers Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 each employee
	\$500,000 policy limit

The Workers Compensation policy shall be modified to include a Waiver of Subrogation Endorsement in favor of the Board.

Commercial General Liability

--Bodily Injury/Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate
--Fire Damage Legal Liability (following form with the umbrella insurance) Medical Expense Limit	\$ 50,000 each incident \$ 5,000 any one person
Excess Liability Insurance (umbrella insurance)	\$1,000,000 per occurrence \$5,000,000 aggregate

The Board is to be named as an additional insured under Lessee's Commercial General Liability Insurance and other appropriate policies throughout the term of this Lease Agreement and any subsequent renewals thereof. All insurance coverage for the additional insureds shall be on a primary and non-contributory basis. All policies shall provide that any insurance maintained by the additional insureds is excess and non-contributing with any insurance required hereunder. A Certificate of Insurance evidencing the aforementioned insurance requirements is required to be provided to the Board before any services are to commence under this Lease Agreement. Said certificate is to include sixty-day (60) advance notice prior to change, termination, or cancellation of insurance coverage.

The indemnification obligation under this Lease Agreement shall not be reduced in any way by the existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions. Under no circumstances is the Board's recovery limited due to the fact that it is named as an additional insured under the Lessee's insurance policy as listed above.

The Board is responsible for property insurance covering entire Property. The Lessee agrees to be responsible for insurance covering Lessee's contents and improvements while on site during term of this lease. The Board shall not be responsible for any damage, loss, vandalism, or theft of Lessee's improvements, equipment, supplies, materials, or personal property including personal property or belongings of its invitees.

It is the intention and agreement that Lessee shall carry such insurance as contemplated herein and shall look to its insurer for reimbursement of any such loss, and further that the insurer involved shall have no subrogation rights against the Board. Lessee shall advise its insurance company of this release and such policy shall, if necessary, contain a waiver of any right of subrogation by the insurer against the Board.

16. INDEMNIFICATION: Lessee agrees to defend, indemnify, and hold harmless the Board, its agents, employees, and officers against any and all claims, demands, actions and causes of actions and resulting liability, loss, damages, costs and expenses for injury to persons and damages to or loss of physical property, to the extent caused directly or proximately by any wrongful, intentional or negligent act or omission of Lessee, its employees, officers, and agents, who participate in the activities covered by this Lease Agreement.

Board agrees to indemnify and hold harmless the Lessee, its agents, employees, and officers against any and all claims, demands, actions and causes of actions and resulting liability, loss, damages, costs and expenses for injury to persons and damages to or loss of physical property, to the extent caused directly or proximately by any wrongful, intentional or negligent act or omission of Board, its employees, officers, and agents who participate in the activities covered by this Lease Agreement. The Board reserves all rights under applicable laws, including but not limited to Wis. Stat. §893.80.

In accordance with applicable laws, the Board shall be responsible for defending and paying judgments on behalf of its directors, officers, employees, and agents while acting within the scope of their employment or agency for any claims that may arise out of the Board's negligence for acts, policies, or directives that affect the activities covered by this Lease.

Lessee and the Board each agree to promptly notify the other by phone and in writing as soon as reasonably practical of any incident involving any of the other's employees, officers, or , agents, , which may result in action against the other.

17. UTILITIES: The Board will bear the cost of electricity, gas, water, and sewer. Lessee will pay for the installation, maintenance, and service of telephone lines and internet connections for its operation.

18. MAINTENANCE AND CLEANING AND SAFETY SERVICES: The Board shall provide maintenance (replacement of items that present safety issues, code violations, have reached the end of their useful lives, or are in disrepair) and daily cleaning services for the Leased Premises included in the rental charged hereunder. The Board shall also maintain the exterior of the Leased Premises (including grounds maintenance and landscaping for the Property) and mechanical equipment serving the Leased Premises, and shall maintain the interior of the Leased Premises, including general cleaning. Items of cosmetics or general appearance shall be the responsibility of Lessee. The Board will provide and maintain a remotely monitored intrusion alarm system and will issue up to three pass cards to lessee for access to the facility. Lessee will be charged \$100 per occurrence for failing to properly arm/disarm the system and for every false alarm caused by the Lessee, its employees, and officers.

19. DEFAULT: Each of the following events will constitute default of this agreement and result in its automatic termination:

a. Failure to pay rent when due, and the failure is not cured within five (5) days after written notice of such failure has been given to Lessee by the Board, unless delay is commensurate with a delay in receipt of Lessee's charter contract payment due to no fault of the Lessee; or

b. Failure to perform any other terms or conditions of this Lease which are the responsibility of Lessee, and if such failure is not cured within five (5) days after written notice by the Board. If the failure is caused by events beyond the Lessee's reasonable control, or is of a nature that cannot be cured within the foregoing five-day (5-day) period, then the Lessee shall so inform the Board and provided that the Lessee uses due diligence to cure the default as soon as feasible, the Lessee shall not be considered in default; or

c. Vacating or abandoning the Leased Premises in excess of five (5) days without previously notifying the Board in writing of the circumstances of such vacating or abandonment; except that a temporary closing for remodeling or repairs, or for a holiday shall not be deemed vacation or abandonment; or

d. Adjudgement as a bankrupt, or a decree or order, approving as properly filed, a petition or answer asking reorganization of the Lessee under Federal Bankruptcy Laws as now or hereafter amended, or under the laws of the State of Wisconsin, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within fifteen (15) days from the date of the entry or granting thereof; or

- e. Filing or admitting the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or the Lessee shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition of evidence; or
- f. Assignment for the benefit of creditors or application for or consent to the appointment of a receiver for Lessee; or
- g. An assignment, transfer, conveyance or other disposition of its interest in the Leased Premises without the express written consent of the Board; or
- h. Violation of Article 12, Environmental Pollutants.

Additionally, after having obtained permission from a court of competent jurisdiction, the Board may re-enter the Leased Premises, remove all persons and property there from, and store such property in a public warehouse at the sole cost of the Lessee, without becoming liable for any loss or damage, except for loss of damage resulting from willful or negligent acts of the Board, its employees or agents, and such re-entry will not release the Lessee from liability hereunder.

20. ADDITIONAL TERMS:

- a. Lessee is responsible for the conduct of its employees, students, participants, guests and invitees.
- b. Intoxicating liquor, weapons, and illegal substances, in any form, will not be allowed on or at the Leased Premises. Also, no smoking is allowed on or at the Leased Premises.
- c. Lewd conduct will not be tolerated.
- d. Lessee will report any repairs or maintenance needed to equipment or facilities to the school engineer within 24 hours.
- e. Lessee is to abide by the School Safety Plan that is developed for the facility in cooperation with Pulaski.

21. NOTIFICATIONS: All communications and notifications shall be made to the addresses shown below by U.S. Mail or other express carrier, addressed as follows:

To Lessor:
 Milwaukee Board of School Directors
 Milwaukee Public Schools
 1124 North 11th Street
 Milwaukee, WI 53233-1414
 Attention: Director

Copies to:
 Milwaukee Board of School Directors
 Milwaukee Public Schools
 5225 West Vliet Street, Room 1
 Milwaukee, WI 53202
 Attention: Director of Procurement

To Lessee:
Glen Hackmann
Carmen High School of Science
and Technology, Inc
5496 N 72nd Street
Milwaukee, WI 53218

Copies to:
Dr. Patricia Hoben
Carmen High School of Science and
Technology, Inc
5496 N 72nd Street
Milwaukee, WI 53218

or at such other address as either party may hereafter designate in writing. Service of any such written notice shall be deemed complete at the time of personal delivery or within three (3) days after mailing as provided above.

22. HOLDOVER: In the event the Lessee remains in possession of the Leased Premises after the expiration of this lease, the Lessee shall be deemed to be occupying the Leased Premises on a month-to-month basis. All other obligations contained herein shall continue to be applicable except the Lessee shall pay monthly rent equal to twice the amount of the original term, but in no case shall continue beyond sixty (60) days. In addition, all damages sustained by the Board as a result of the holdover shall be the sole responsibility of the Lessee.

23. PROVISIONS OF SCHOOL NUTRITIONAL SERVICES:
No meal services will be provided by MPS unless the Lessee has entered into a food service agreement at least 60 days prior to the start of required meal services.

24. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument and in writing executed by the parties or their successors in interest. The terms, covenants and conditions contained in this lease and any riders and plans attached hereto shall bind and inure to the benefit of the Board and the Lessee and their respective successors, heirs and legal representatives and assigns.


25. EXECUTION DATE; EFFECTIVENESS OF LEASE: This lease was signed this 19th day of July 2016 with all terms beginning 7-15-2016.

[Signature Page Follows]


**Signature Page to Lease Agreement Between
the Milwaukee Board of School Directors
and
Carmen High School of Science and Technology, Inc
For
Casimir Pulaski High School located at
2500 West Oklahoma Avenue**


IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

**LESSOR:
MILWAUKEE BOARD OF
SCHOOL DIRECTORS**




Mark A. Sain
President
Milwaukee Board of School Directors




Darienne B. Driver, Ed.D.
Superintendent of Schools 

**LESSEE:
CARMEN SCHOOL OF SCIENCE AND TECHNOLOGY**



By: Glen Hackmann
Its: Board Chairman



By: Patricia Hoben
Its: Head of Schools

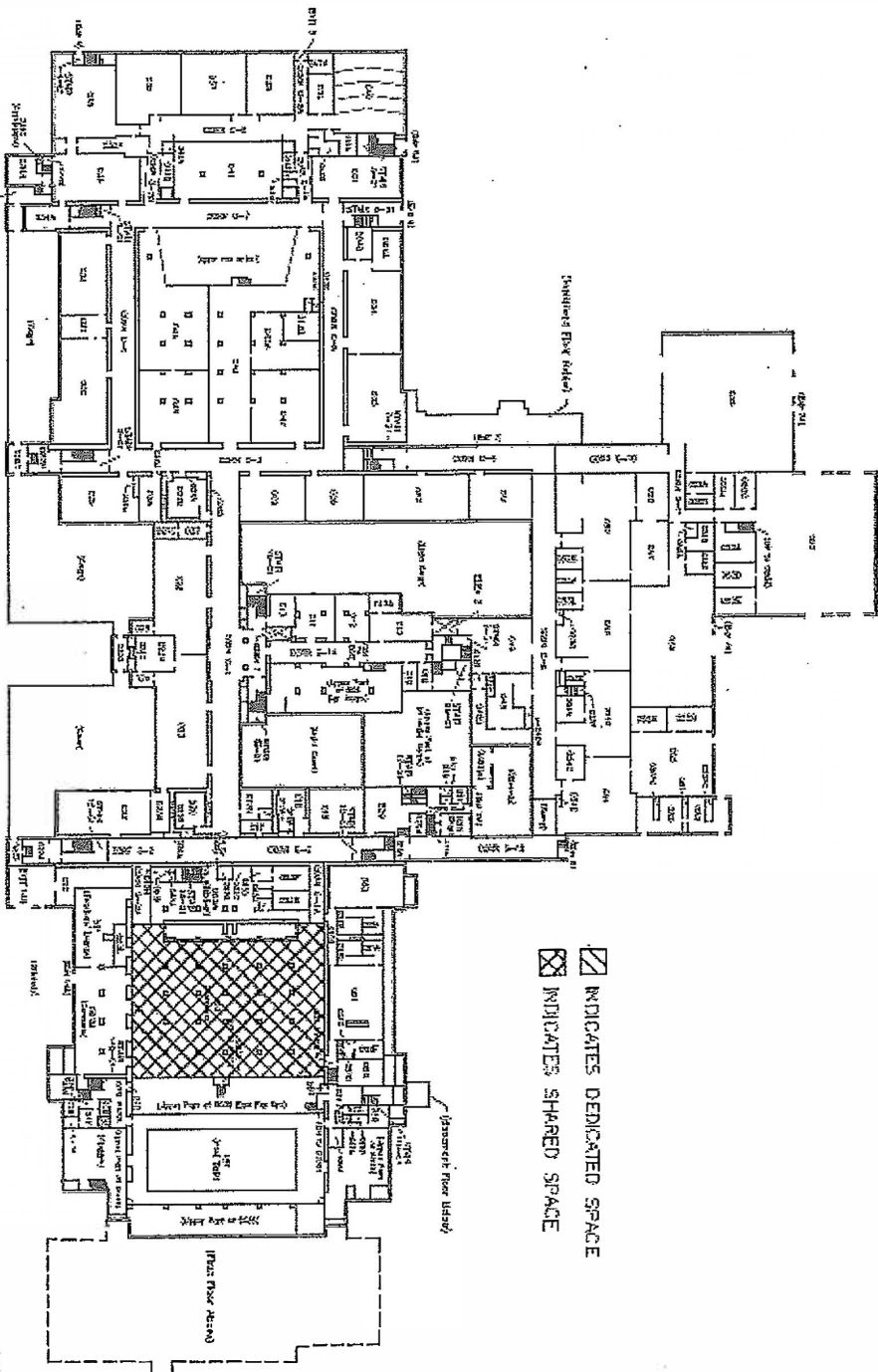
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**Exhibit A
Description of Leased Premises**

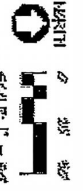
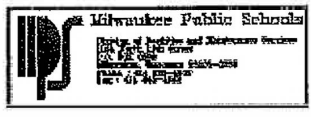
Carmen Use Year 1							
Dedicated Space							
Rm #s	Description	Gr Flr SF	1st Flr SF	2nd SF	3rd Flr SF		
128	Storage		178				
129	Art		816				
130	Science		1,159				
131	Science Storage/Prep		400				
133	Science		1,313				
Corr 1-6	Corridor		1,265				
310	Office				190		
312	Large Room/Computer Lab				2,556		
314	Office				175		
317	Classroom				743		
318	Classroom				694		
319	Classroom				729		
320	Classroom				925		
321	Computer Lab				926		
322	Computer Lab				704		
322B	Boys Toilet Room				360		
323B	Girls Toilet Room				316		
323	Classroom/Workroom				523		
324	Computer Lab				895		
324A	Office				84		
325	Classroom				904		
325A	Office				95		
326	Classroom				949		
327	Classroom/Workroom				440		
329	Classroom				751		
330	Classroom				822		
Corr 3-3	Corridor				2,069		
Corr 3-1	Corridor				3,418		
Corr 3-2	Corridor				1,214		
Stair 2	Use to travel to Science		249	249	249		
		0	5,380	249	20,731	26,360	Total Dedicated

Shared Space							
Rm #s	Description	Gr Flr SF	1st Flr SF	2nd SF	3rd Flr SF		
63	Cafeteria	7,101					
117GYM	Gym		4,023				
121GYM	Gym		4,029				
121H	Gym Storage		521				
117	Boys Locker		2,350				
121	Girls Locker		2,350				
141	Auditorium		6,206				
141A	Auditorium Stage		1,811				
141F	Auditorium Foyer		1,494				
		7,101	22,784	0	0	29,885	Total Shared

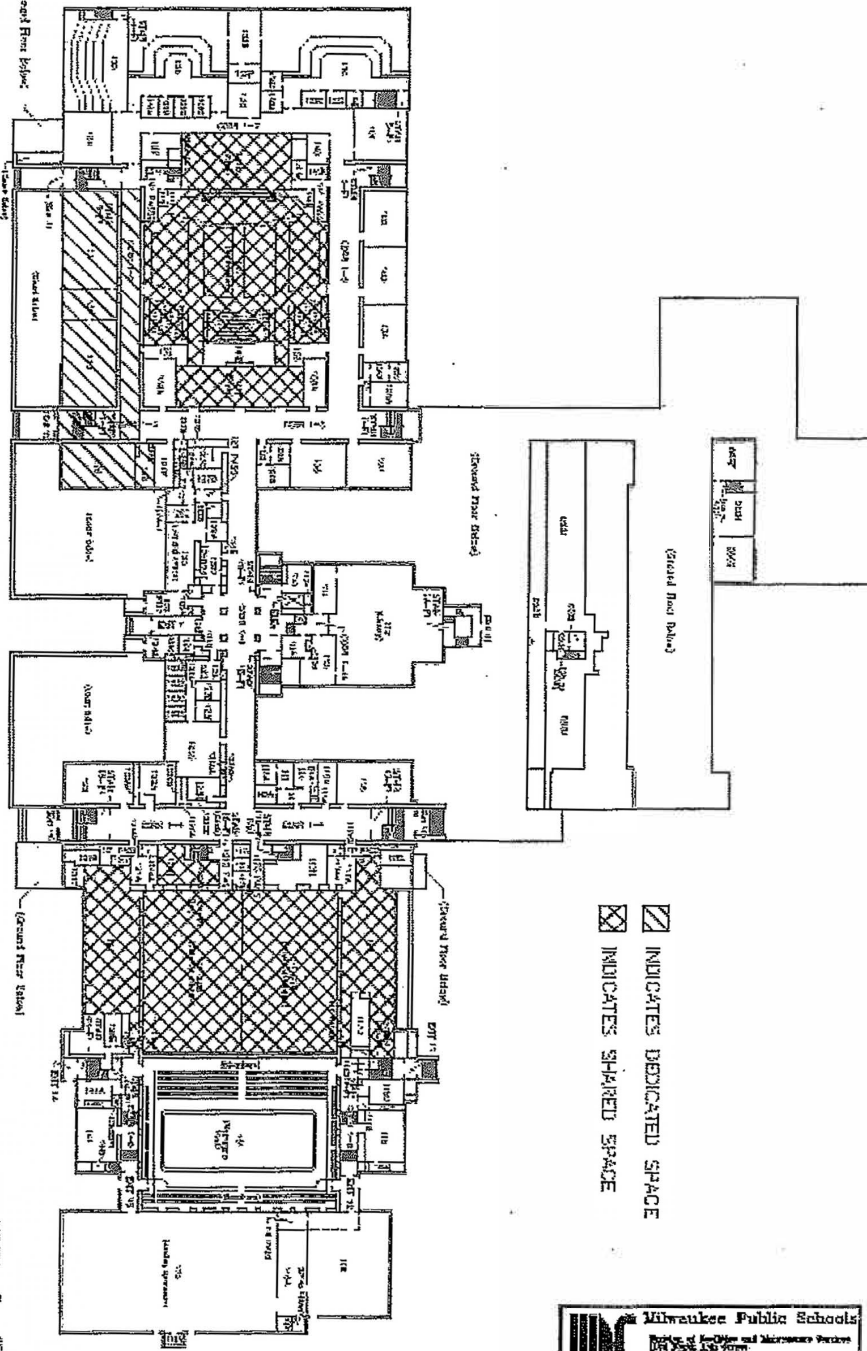
GRAND FLOOR PLAN
 SITE NO. 226 - GARAGE PLAZA 1ST ST. S.W.
 DESIGNED BY ARCHITECTURAL FIRM, W. 521-1115
 DATE: 5/20/11



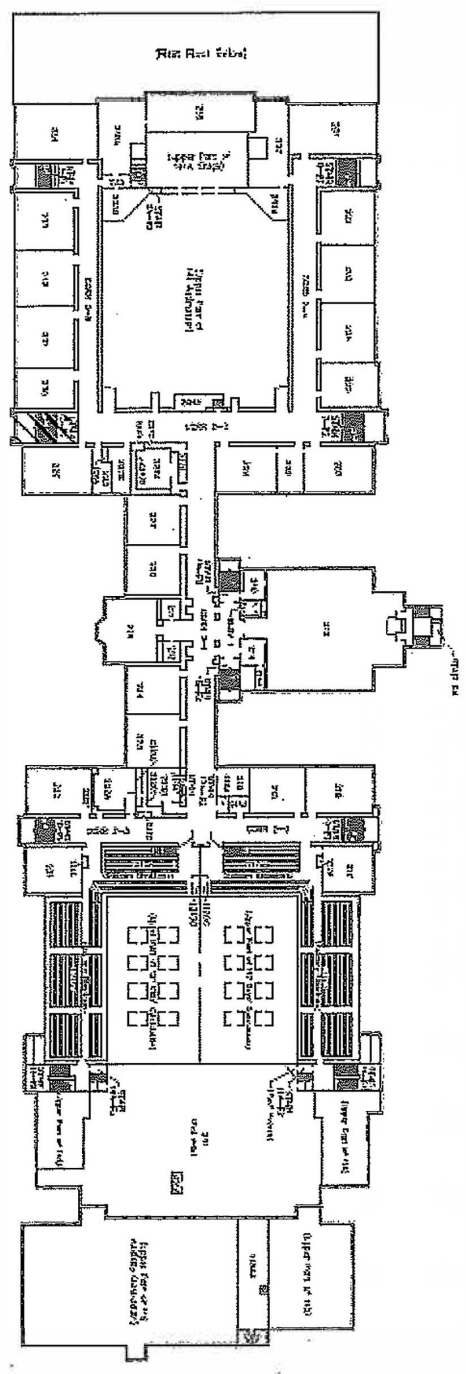
[Symbol: Solid rectangle] INDICATES DEDICATED SPACE
 [Symbol: Cross-hatched rectangle] INDICATES SHARED SPACE



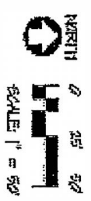
FIRST FLOOR PLAN
 SITE NO. 028 - COLMAN RUSSO HIGH SCHOOL
 2002 W. COLMAN AVENUE, MILWAUKEE, WI 53218-4139
 DATE: 11/2/00



SECOND FLOOR PLAN
 SITE NO. 654 - CASAR PUJARI UNIT SECTION,
 2802 W. COLUMBIA AVENUE MILWAUKEE, WI 53212-4435
 DATE 1/21/08

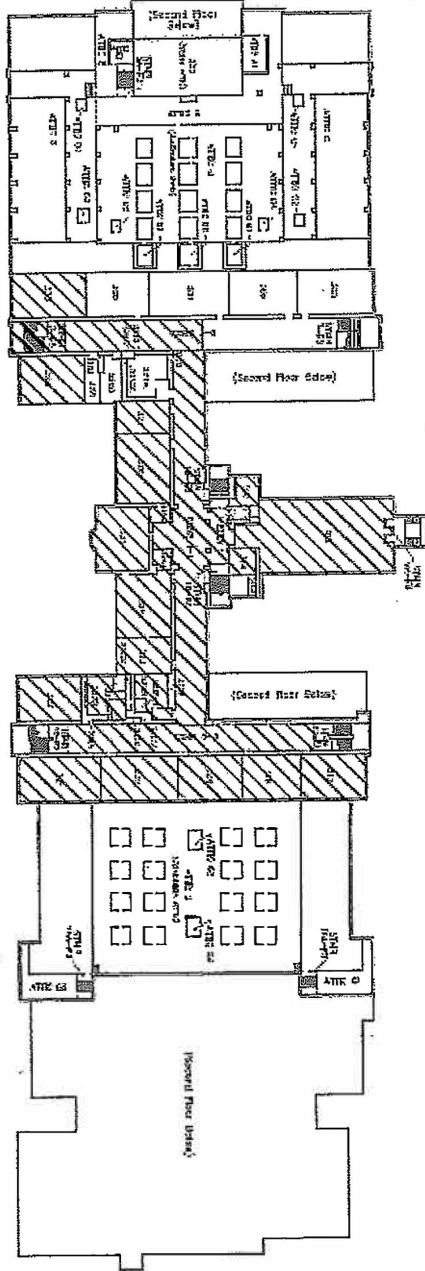


INDICATES DEDICATED SPACE
 INDICATES SHARED SPACE



Milwaukee Public Schools
 Division of Facilities and Maintenance Services
 1200 W. Wisconsin Ave., Suite 1000
 Milwaukee, WI 53233-1000
 Tel: 414.224.2000
 Fax: 414.224.2000

THIRD FLOOR PLAN
 SITE NO. 033 - CASHIER PLAZA/ HSHI 541024
 2800 W. GULFSTREAM AVENUE MILWAUKEE, WI 53227-4429
 DATE 1/21/08



- ▨ INDICATES DEDICATED SPACE
- ▩ INDICATES SHARED SPACE

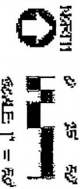
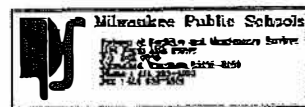
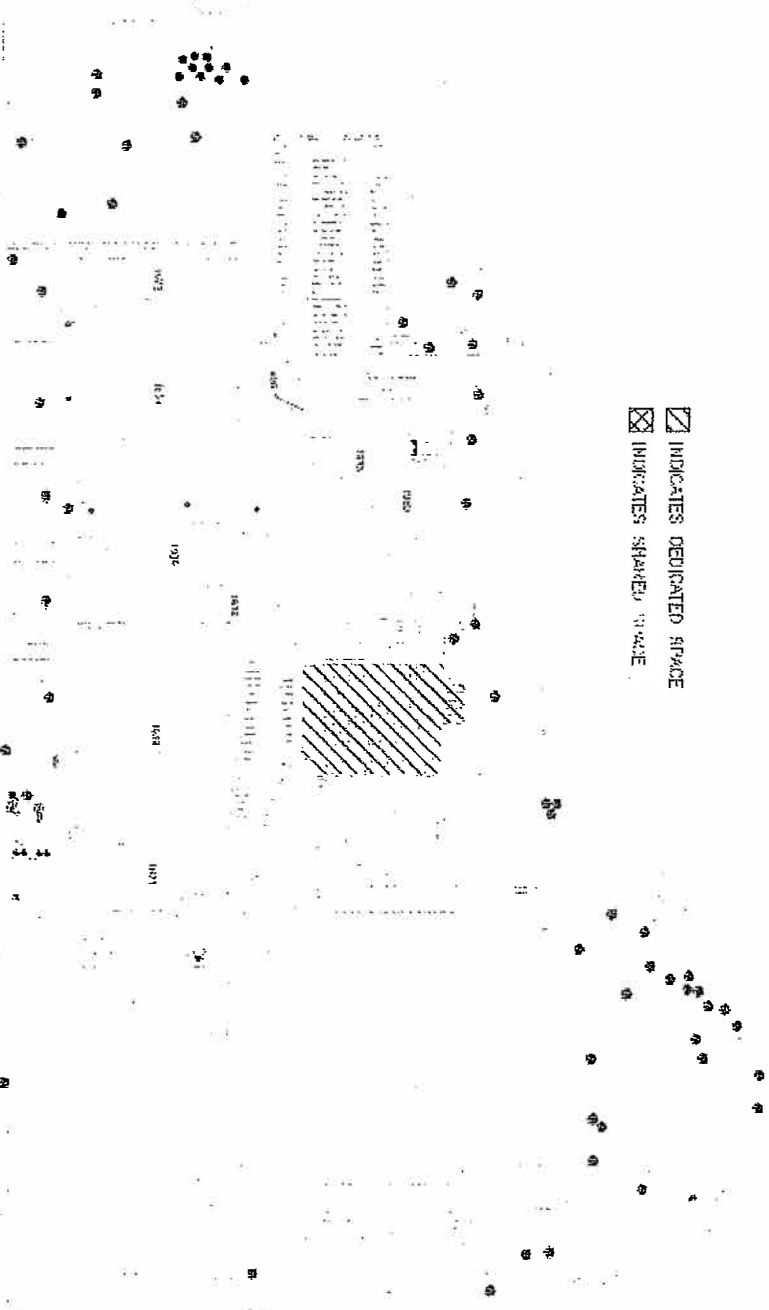


Exhibit B Parking

SITE PLAN
 2500 W. CLAYTON BLVD. (NORTH SIDE)
 2500 W. CLAYTON BLVD. (SOUTH SIDE)
 DATE: 1/25/16



- INDICATES DEDICATED SPACE
- INDICATES SHARED SPACE

