

This Second Renewal Agreement will be posted on the CPS website

**AGREEMENT EXERCISING THE SECOND OPTION TO RENEW  
THE EDUCATIONAL INSTRUCTION SERVICES AGREEMENT  
[Electrical Joint Apprenticeship and Training Trust]**

This Agreement Exercising the Second Option to Renew the Educational Instruction Services Agreement ("Second Renewal Agreement") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "Board" or "CPS"), and Electrical Joint Apprenticeship and Training Trust, with principal offices located at 6201 West 115<sup>th</sup> Street, Alsip, Illinois 60803 ("EJATT") is entered into as of this 1<sup>st</sup> day of September, 2019.

**RECITALS**

- A. The Board and EJATT entered into that certain Educational Instruction Services Agreement for a term commencing on September 1, 2017 and ending on August 31, 2018, pursuant to Board Report 17-0927-PR2, with the Board having three (3) options to renew for periods of one (1) year each (the "Original Agreement").
- B. The Board and EJATT exercised the first option to renew ("First Renewal Agreement") for a term commencing on September 1, 2018 and ending on August 31, 2019. The Original Agreement and First Renewal Agreement shall be collectively referred to herein as the "Agreement".
- C. Pursuant to the Original Agreement, the Board now desires to exercise its second option to renew the Original Agreement for a period of one (1) year, and EJATT accepts this second option to renew, on the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, including those set forth in the Recitals, which are incorporated by reference and made a part of this Second Renewal Agreement, the parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms contained in this Second Renewal Agreement and not defined herein shall have the definition as set forth in the Original Agreement.
- 2. **Renewal Term:** The parties agree to renew the Original Agreement for a period commencing September 1, 2019 and ending August 31, 2020 ("Second Renewal Term"), unless terminated sooner as provided in the Original Agreement. The parties shall have one (1) remaining option to renew for a period of one (1) year after the expiration of the Second Renewal Term.
- 3. **Scope of Services:** EJATT shall continue to provide the Services during the Second Renewal Term pursuant to the terms set forth in the Agreement, as may be modified by this Second Renewal Agreement, including but not limited to the terms of the Scope of Services for the Second Renewal Term that is attached and incorporated into this Second Renewal Agreement as Exhibit A-2. Exhibit A-2 replaces both Exhibit A that was attached to the Original Agreement and Exhibit A-1 that was attached to the First Renewal Agreement. Any references in the Agreement to the Scope of Services, Exhibit A, or Exhibit A-1 shall be understood to be referring to those services described in Exhibit A-2 during the Second Renewal Term.
- 4. **Compensation:** EJATT shall be compensated in accordance with the terms of Section 9 of the Scope of Services for the Second Renewal Term. The total maximum compensation payable to EJATT during the Second Renewal Term shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Maximum Compensation Amount"), as authorized by Board Report 19-0828-PR4 as may be amended. It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. The Board shall not reimburse for any expenses. Compensation shall be based on actual Services performed during the Second Renewal Term and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Second Renewal Agreement. In the event of early termination of this Second Renewal Agreement, the Board will be obligated to pay only for Services

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actually rendered before the date of termination. The Board will not be liable under any circumstances for any cost of any Services performed on or after the date of termination or expiration of this Second Renewal Agreement. EJATT shall refund promptly to the Board any payments received for Services and deliverables not provided.

5. **Key Personnel:** Exhibit B is deleted and replaced by Exhibit B-2 that is attached to and incorporated into this Second Renewal Agreement. Any reference to Key Personnel during the Second Renewal Term shall be understood to refer to those individuals identified in Exhibit B-2.

6. **Freedom of Information Act:** EJATT acknowledges that this Second Renewal Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Second Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. EJATT further acknowledges that this Second Renewal Agreement shall be posted on the Board's website at [www.cps.edu](http://www.cps.edu).

7. **Agreement:** Except as expressly provided in this Second Renewal Agreement, all terms and conditions of the Original Agreement are and shall remain in full force and effect during the Second Renewal Term.

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

9. **Board Approval:** The execution of this Agreement is subject to approval by the Board of Education of the City of Chicago.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.**

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IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal Agreement as of the date first written above.

THE BOARD OF EDUCATION  
OF THE CITY OF CHICAGO

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

Miguel del Valle  
President

Attest: \_\_\_\_\_

Estela G. Beltran  
Secretary

Date: \_\_\_\_\_

9/18/19

Board Report No.: 19-0828-PR4-1

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

Janice K. Jackson, Ed.D.  
Chief Executive Officer

Approved as to legal form: \_\_\_\_\_

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

Joseph T. Moriarty  
General Counsel

ELECTRICAL JOINT APPRENTICESHIP AND  
AND TRAINING TRUST

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

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

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

Gene Kent  
Director

**Attachments:**

Exhibit A-2 – Scope of Services for Second Renewal Term

Attachment C-2 – CPS 2019-2020 School Calendar

Exhibit B-2 – Key Personnel for Second Renewal Term

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**EXHIBIT A-2  
SCOPE OF SERVICES FOR SECOND RENEWAL TERM  
(EJATT)**

**Name of Project:** Chicago Builds/Electricity Program

**CPS Project Manager:** Isaac Carter and Carolyn Jourdan Phone: (773) 534-0909

**E-Mail:** [icarter@cps.edu](mailto:icarter@cps.edu) and [ctround@cps.edu](mailto:ctround@cps.edu)

**Chicago Builds Campus Manager:** Isaac Carter Phone: (773) 534-0909 **E-Mail:** [icarter@cps.edu](mailto:icarter@cps.edu)

**EJATT's Project Manager:** John Donahue Phone: (708) 389-1340 **E-Mail:** [jdonahue@ejatt.com](mailto:jdonahue@ejatt.com)

**Period of Performance:** September 1, 2019 through August 31, 2020

This Scope of Services will be conducted pursuant to the terms and conditions of the Educational Instruction Services Agreement dated September 1, 2017 by and between Electrical Joint Apprenticeship and Training Trust ("EJATT") and The Board of Education of the City of Chicago (the "Board"), commonly known as The Chicago Public Schools ("CPS"), as renewed by the Agreement Exercising the Second Option to Renew the Educational Instruction Services Agreement dated September 1, 2019 (collectively the "Agreement"). Defined terms used in this Scope of Services will have the same meanings as those ascribed to such terms in the Agreement.

**1. Description of Services.** EJATT will provide the following Services:

- A. Provide instruction for the Career and Technical Education ("CTE") Electricity program ("Electricity Program" or "Electricity") as part of the Chicago Builds Program ("Chicago Builds"). EJATT will provide the Services on-site at Dunbar Vocational Career Academy High School in the Chicago Builds Program.
- B. Create and revise Electricity Program curriculum approved in writing by the Board's CTE Manager of Curriculum and Instruction ("Electricity Program Curriculum") for Electricity Course I (Year 1) and Electricity Course II (Year 2), and provide the Electricity Program Curriculum, program development, daily lesson plans, workbooks, projects and assessments ("Program Requirements"). The Electricity Program Curriculum shall prepare students for the IBEW apprenticeship program. Year 1 will include the following Program Requirements topics: safety and Occupational Safety & Health Administration ("OSHA") standards, basic vocabulary, basic electric and hand tools used in the electricity field, applied mathematics, employability skills, wiring, basic troubleshooting, culminating project and presentation. Year 2 will include the following Program Requirements topics: safety and OSHA standards, advanced vocabulary and jobsite mathematics, electrical industry related hand and power tool competency, electronic troubleshooting and repair, residential conduit installation and wiring, low voltage control, security monitoring and CCTV systems, alternative energy production, culminating project and presentation. The Electricity Program Curriculum must include IBEW Apprentice Entrance Exam ("Apprentice Entrance Exam") instruction and preparation and must include and emphasize proper measuring techniques and fractional math aptitude. In the Year 2 program, EJATT shall expand on fractional math proficiency while introducing geometry, decimals and algebra in the form of Ohm's law computation. The Electricity Program Curriculum and lessons must also include physics and spatial aptitude. Toward the end of Year 2 of the Electricity Program, EJATT shall provide higher intensity test preparation and crash courses leading up to the Apprentice Entrance Exam. The Program Requirements will be developed and delivered to students in order for each student to meet the following outcomes upon completion of the Electricity Program:

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- i. Electricity I Course. Electricity I Course is the first year of the program and a prerequisite for Electricity II Course. Students will participate in a 10-week orientation. Students will, upon completion of the Electricity I course, at a minimum: (a) demonstrate their knowledge of basic vocabulary, mathematics, and electrical skills via application on a small project; (b) complete OSHA certification and apply safety regulations in the classroom/lab; and (c) articulate post-secondary and career pathways in the electricity field.
  - ii. Electricity II Course. Electricity II Course is the second year of the program and may only be taken once a student completes Electricity I Course. Over a full-year, students will, upon completion of the Electricity II course, at a minimum: (a) demonstrate competency in electrical installation techniques used in the construction industry in a variety of contexts; (b) integrate electricity skills into other areas of construction; (c) have completed instruction on the prerequisite skills and knowledge to take the Apprenticeship Entrance Exam.
- C. Assign the Instructors (named in Exhibit B-1) to provide instruction in Electricity to approximately 150 CPS enrolled students in grades 11-12 coming from all Chicago with approximately 75 students coming from Dunbar High School and 75 students coming from other Chicago Public Schools and Charter Schools.

**2. Services Specifics and Deliverables.**

- A. EJATT will provide the instructors named in Exhibit B-1 to instruct the CTE Electricity Program for 150 CPS students in compliance with the Electricity Program Curriculum.
- B. Instructors will teach a morning Electricity course to Dunbar students and an afternoon Electricity course to city-wide CPS and charter school students.
- C. Instructors will teach an afternoon Electricity Course to citywide CPS students and charter school students.
- D. Instructors will provide instruction or related services from 9:30 a.m. to 4:45 p.m. (7 hours and 15 minutes per day), Monday through Friday. Non-instructional time related services may include instructional planning, preparing classroom materials, grading assignments, entering grades and attendance and CTE-led activities, such as, teacher meetings, curriculum development, and professional development (PD) (as further described below).
- E. An EJATT Instructor must participate in, and EJATT must provide Services for all days as outlined in the 2019-2020 CPS Calendar attached hereto as Attachment C-2, including all teacher development days or similar training or development days.
- F. No payment will be made to EJATT for instructional days that the Chicago Teacher's Union is on a work stoppage (strike) or for any other Board mandated non-working days.
- G. The Instructors must notify the Chicago Builds Campus Manager by phone *and* by email of days they will be out absent. Notification must be made no later than two (2) school days prior to any non-illness absence by an Instructor, or by 8:00 a.m. on the day of absence if Instructor is absent due to illness.
- H. The Instructors are required to keep 3 days of relevant lesson plans on file with the Chicago Builds Campus Manager to allow for continuity of instruction when an Instructor is absent/ not teaching.
- I. Each Instructor will report to the Chicago Builds Campus Manager or designee assigned by CTE.

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- J. EJATT must ensure continuity of Services and provide back-up Instructors who have been pre-approved by CPS to provide the Services in the event of illness or other absence of an Instructor.
- K. CPS will provide each Instructor with access to CPS systems such as CPS email and Gradebook for use solely in connection with Instructor's performance of the Services. Instructor shall comply with all CPS policies, including, but not limited to the Acceptable Use of the CPS Network and Computer Resources Policy (09-0722-PO3) and Information Security Policy (12-0925-PO1). Instructor must maintain accurate records with respect to the Services hereunder.

**3. Instructor Requirements.** Each Instructor must meet the following minimum requirements:

- A. Must have an ISBE Professional Educator License (PEL) in Technology Education with coursework in Electricity (certificate must be in place prior to teaching); or Each Instructor must have an ISBE Educator License with Stipulations (ELS (CTE)) in Electricity (certificate must be in place prior to teaching) (collectively, "ISBE License").
- B. Must have obtained and hold, at a minimum, an Associate's Degree in a related field or related trade school equivalent, plus 60 semester hours.
- C. Must have an OSHA 10 hour Construction Certification.
- D. Must have a minimum of 6,000 hours (3 years full-time) of industry experience in electrical construction, including installation, wiring and testing of electrical equipment in residential, commercial and industrial buildings.
- E. Must successfully pass the Background Check, TB test, and drug screenings required by CPS.
- F. Must have an ISBE License before being eligible to teach any students under this Agreement.

**4. Optional, but Preferred Instructor Requirements.**

- A. OSHA Authorized Trainer.
- B. Journey-level status in applicable/appropriate trade union.
- C. Completion of an applicable/appropriate apprenticeship program.
- D. Bachelor's degree in a related field.
- E. Prior teaching experience.
- F. Excellent planning, organization, written and verbal communication skills.
- G. High-level problem solving skills.
- H. Computer literacy and familiarity with Microsoft Office Suite.
- I. Team and detail oriented.

**5. Instructor Rotation Schedule.**

- A. A "Rotation Schedule" will be developed by CPS and EJATT, detailing the schedules for each Instructor prior to the start of each school year during the Term.
- B. The Rotation Schedule can only be revised or an Instructor removed from the Rotation Schedule upon 10 school days' notice to CPS by EJATT.

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- C. An Instructor can only be replaced with an Instructor listed on Exhibit B, except as otherwise expressly agreed by the CPS Project Manager in writing.
- 6. **Instructional Standards.** EJATT must comply with the following instructional standards established by the Board:
  - A. **CPS Framework for Teaching.** The CPS Framework for Teaching provides a common definition and standards for teacher professional practice and emphasizes connections to "Common Core" state standards and Board expectations for rigorous, well-rounded instruction. Each Instructor providing Services must provide high-quality instructional Services aligned to and in compliance with the CPS Framework for Teaching as may be updated from time to time. The CPS Framework for Teaching can be found at: <http://cps.edu/ReachStudents/Documents/FrameworkForTeaching.pdf>.
  - B. **Instructor Evaluation.** In order to evaluate and assess the quality of instructional Services provided hereunder, the Board may, at any time during the Term, conduct in-classroom observations and evaluations of Instructors ("**Instructor Evaluation**") based on the evaluation process and standards for high school Instructors (Category D) as detailed in the REACH Students Instructor Evaluation Handbook in effect at the time of such evaluation ("**Evaluation Standards**") or such other evaluation standard as determined by the Board. The Evaluation Standards can be found at: <https://sites.google.com/a/cps.edu/kc/reach-students/teacher-practice?pli=1>.
- 7. **Restrictions.**
  - A. **No Home Visitations:** EJATT shall be responsible for ensuring that the Staff does not (i) have access to any CPS student's home address and (ii) visit the home residence of any student to provide Services under this Agreement.
  - B. **No Student Transport:** Neither EJATT, nor any of its Staff, shall transport any CPS students. This limitation does not apply to a school-approved field trip, in compliance with the Board's student CPS student Travel Policy, 10-0526-PO1, as may be amended from time to time.
  - C. **Communications with Students:** Any direct communication between EJATT's Staff and any student must be conducted on EJATT-owned/contracted networks only, whether e-mail, text messaging, telephone, or Internet communications. EJATT's Staff shall not use personal computers and/or personal electronic devices to provide Services under this Agreement. EJATT and its Staff must promptly provide all data or records related to CPS student communications requested by the Board from time to time.
- 8. **Additional Service Requirements.** Each Instructor shall:
  - A. Provide rigorous and relevant instruction on pre-approved hands-on curriculum in the content area and general workplace readiness.
  - B. Integrate "Soft-Skill Instruction" utilizing MHA Labs Skill Building Blocks (Planning for Success, Social Awareness, Collaboration, Verbal Communication, Personal Mindset and Problem Solving), into competency-based content area activities. Soft-Skill Instruction includes specific lessons on what an individual needs to do to get, keep and do well at a job in construction, emphasizing matters such as timeliness and attendance, how to dress on the job, how to work collaboratively on a project and how to solve problems when working a job site.
  - C. Support students in industry relevant competitions, industry exploration activities, professional organizations and postsecondary initiatives.

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- D. Show evidence of project-based learning (e.g., competitions, capstone events showcasing what students have learned throughout the course, opportunities to present and explain their work before a non-student/public audience).
- E. Collaborate with core content teachers on common course planning, integration and alignment.
- F. Collaborate with school-based staff (college and career coach, counselor, etc.) and CTE Partnership Development Liaisons and Program Coordinators to identify and recommend students who are ready to work in the electrical construction field.
- G. Attend all relevant professional development ("PD") set by the Department of Early College and Career Education in order to provide the best educational experience possible for students. PD may include the following: (i) quarterly industry-focused PD sessions; (ii) industry advisory council meetings (e.g., where representatives from public and private industry convene to advise the CTE team on curriculum, work-based learning opportunities, and employment opportunities); (iii) instructional PD sessions; (iv) summer Institute sessions; (v) new teacher supports (e.g., CPS New Teacher Center PD, CTE teacher coaching); (vi) maintain and update industry certifications as required by Illinois State Board of Education and Chicago Public Schools; (vii) attend CPS CTE professional development sessions if working under a provisional certificate or a newly hired teacher.

**9. Compensation.**

- A. Compensation for Services during the Second Renewal Term shall be payable in ten (10) equal monthly installments based on Services performed and subject to adjustments described below. The total compensation shall not exceed the Maximum Compensation Amount as set forth in Section 4 of the Second Renewal Agreement. The parties acknowledge and agree all amounts paid hereunder are the Board's contribution towards Instructor salaries and Program Requirements during the Renewal Term. Any amounts paid hereunder are inclusive of amounts attributable to taxes and benefits. EJATT is responsible for directly paying the Instructors any compensation or amounts that may be due to them as an employee or contractor of EJATT.
- B. Adjustments and decreases to monthly payments will be made as follows: If Services are not or cannot be rendered by an Instructor due to a CPS teacher strike, work stoppage, or days of work/school days missed due to Instructor absence, the monthly installment due to EJATT for Services rendered shall be decreased to reflect the hours that Instructor did not provide Services during regular CPS instruction days. The adjusted amount, or payment decrease, shall be based on an hourly rate of \$76.93 and CPS will make this deduction directly from the monthly installment payment due EJATT. Notwithstanding the foregoing, EJATT shall ensure continuity of Services and coverage by Instructors pre-approved by the Board at all times.

- 10. Additional Considerations By the Parties.** CPS may hire the Instructor(s) (directly or indirectly) at any time during the Renewal Term of the Agreement or after its expiration. In the event that an Instructor is hired by CPS as an employee to teach in the CTE Electricity Program, the Instructor will be entitled to step placement consistent with the years of service the Instructor has taught the Electricity Program or rendered Services pursuant to this Second Renewal Agreement.



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# **ATTACHMENT C-2** **CPS 2019-20 SCHOOL CALENDAR** **(EJATT)**



## **2019-2020 CPS CALENDAR** **ELEMENTARY AND HIGH SCHOOLS**

Dr. Janice E. Jackson  
 Chief Executive Officer

<b>AUGUST</b>	<b>SEPTEMBER</b>	<b>OCTOBER</b>	<b>NOVEMBER</b>
<b>DECEMBER</b>	<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>
<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>
<b>LEGEND</b> Q1 End of Quarter T Teacher Institute Days S School Improvement Days H Holiday Day of non-attendance for students Anticipated Absence for Summer Programs School closed - no entry point // School closed - safety yield subject to regulatory action HSPS High School Parent-Teacher Conference Day (Report card pickup) ETPS Elementary Parent-Teacher Conference Day (Report card pickup) E Emergency day - school is closed if student day fall below state requirement P Each school is provided 2 professional development days A School starts early: no/afternoon Wednesday, August 21, 2019			
<b>WEEKENDS</b> September 2 October 14 November 13 November 28, 29 December 25 and January 1 are holidays for the district offices. Labor Day Columbus Day Veterans' Day Thanksgiving Holiday January 20 February 17 May 25 MLK Day President's Day Memorial Day			

**NOTES:**

- SCHOOL CALENDAR**— School starts begin on August 21, 2019. Teachers and Chicago Teacher's Union (CTU) – represented Paraprofessionals and School-Aided Personnel (SPAP) begin on August 26, 2019.  
 Other school-based employees begin between August 26, 2019 and September 3, 2019.  
 Students begin classes on Tuesday, September 3, 2019 and end on Saturday, June 16, 2020. Both days are full days of school for students.
- QUARTERS**— Each quarter ends on the following date:  
 Q1 ends November 7, 2019 Q2 ends April 16, 2020  
 Q3 ends January 30, 2020 Q4 ends June 16, 2020
- PROGRESS REPORT DISTRIBUTION DAYS**— Schools will distribute progress reports on the following dates:  
 Q1 on October 4, 2019 Q2 on March 6, 2020  
 Q3 on December 15, 2019 Q4 on May 22, 2020
- PARENT-TEACHER CONFERENCE DAYS**— Parents are asked to pickup report cards and conference with teachers after the first and third quarters. Parent-Teacher conference days are non-attendance days for students. Elementary and high schools are expected to run a Parent-Teacher Conference Day.  
 Elementary  
 Q1 on Monday, November 18, 2019  
 Q2 on Wednesday, April 12, 2020  
 High School  
 Q1 on Tuesday, November 14, 2019  
 Q2 on Thursday, April 25, 2020
- REPORT CARD DISTRIBUTION DAYS**— Please note that report cards for the second and fourth quarters will be sent home:  
 Q1 on February 7, 2020 Q2 on June 16, 2020
- TEACHER INSTITUTE DAYS**— Teacher Institute days are non-attendance days for students. These days are approved by the State Superintendent of Instruction for teacher professional development. Teacher Institute days are principal-directed for August 27-29, 2019; August 30, 2019 in teacher-directed. August 27, 2019 every day has been faculty-led the year.  
 Days include August 27, 2019; August 28, 2019; August 29, 2019 and August 30, 2019.
- SCHOOL IMPROVEMENT DAYS**— School Improvement Days are non-attendance days for students and are for teachers and staff to review student data, plan instruction, and engage in development aligned in school priorities. They are principal-directed, except April 17, 2020 and June 17, 2020, which are teacher-directed.  
 Days include: November 6, 2019; January 31, 2020; April 17, 2020 and June 17, 2020.
- PROFESSIONAL DEVELOPMENT DAYS**— Each school is provided 2 Professional Development Days: August 26, 2019 and June 16, 2020. Professional development days may be used flexibly across the year. They are principal-directed.
- VACATIONS**— Schools are closed for the following breaks:  
 Winter vacation— Schools are closed from December 25, 2019 to January 1, 2020.  
 Spring vacation— Schools are closed from April 6, 2020 to April 10, 2020.
- GRADUATION DAYS**— High school graduation ceremony cannot be held prior to June 6, 2020. Elementary graduation ceremonies cannot be held prior to June 11, 2020.
- ANTICIPATED SUMMER PROGRAMS**— Anticipated Summer Programs include Summer Bridge, Bridge to College, English Language Summer Support, Extended School Year, Summer Acceleration and High School Summer Credit Recovery. The anticipated start date for student-level Summer Programs is June 29, 2020.

A.38.28

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**EXHIBIT B-2**

**KEY PERSONNEL**

**(EJATT)**

1. Mario Miller, Instructor
2. Joe Matushek
3. Juan Little
4. Joe Kennedy