

MEMORANDUM OF UNDERSTANDING FOR SHARING ONE SCHOOL BUILDING OR CAMPUS SHAKESPEARE CAMPUS

This Memorandum of Understanding for sharing one school building or campus ("MOU") is effective as of the first day of July, 2011, by and among the Board of Education of the City of Chicago, a body politic and corporate (the "**Board**"), **Ariel Community Academy and North Kenwood Oakland Charter School (NKO)**. Ariel and NKO shall be referred to herein as a "School" and collectively, the "Schools". The Schools and the Board shall be referred to collectively as the "**Parties**."

RECITALS

- A. Pursuant to Policy 410.7 (Shared Facility Policy) The shared facility policy (the "**Policy**") as set forth in the Chicago Public Schools Policy Manual, the Board expressed its intent to create more small schools that would share one facility which had originally been purposed to house one school with a large student population.
- B. As a result of the Policy, the Board has created some Shared Facilities (as hereinafter defined) in school buildings owned or leased by the Board. The creation of such Shared Facilities shall not, in any way, affect the Board's right and ability to promulgate and enforce rules established by the Board regarding the use of the Building (as hereinafter defined). A "**Shared Facility**" is a Board owned or leased building that houses more than one school, each of which is autonomous and has its own: (i) school leader(s); (ii) governing body; and (iii) CPS identification number. The Shared Facility which is the subject of this MOU is that certain school building located at **1119 East 46th Street**, Chicago, Illinois (the "**Building**").
- C. The Policy requires that, prior to occupation of a Shared Facility, each School to occupy a Shared Facility enter into this MOU and a Sharing Agreement (as hereinafter defined and attached hereto as Exhibit A, and made a part hereof by this reference). The purpose of this MOU is to memorialize all mutually agreed upon principles regarding the Shared Facility and to define the role of the Campus Manager (as hereinafter defined). The "**Sharing Agreement**" is an exhibit to this MOU identifying what portions of the campus shall be occupied by each School, and what portions of the campus shall be shared or designated as common areas.
- D. In accordance with the Policy, the parties have agreed to enter in this MOU for purposes of memorializing the mutually agreed upon principles regarding the Shared Facility, and defining the role of the campus manager for the Shared Facility.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged and the mutual covenants and agreements contained in this MOU, the parties agree as follows:

1. **Guiding Principles**: The Policy is based on the following six (6) principles which are essential for the successful operation of the Shared Facility;

- A. The commitment to an equitable use of the Building in order to ensure that each School will reap the greatest benefit from the Shared Facility to create more equitable access to educational resources for each School.
- B. The establishment and maintenance of strong relationships among leaders of both Schools, in order to enable such leaders to contribute jointly to the administration of the Building, and to work cooperatively in its operations.
- C. Agreeing upon strategies and plans to create physical space and visual cues to help foster autonomy and a distinctive identity for each School in the Building.
- D. Ensuring that this MOU and the Sharing Agreement contain sufficient detail to create a clear record of the agreements and responsibilities of each School with respect to the shared use and occupancy of the Building.
- E. Develop and memorialize a fair and equitable conflict resolution process to help with enforcement of any rights or obligations contained in this MOU.
- F. Pooling of resources to better serve students of each School by capitalizing on the benefits of the use of a Shared Facility.

2. **Term**: This MOU shall commence on the Effective Date and shall end on June 30, 2012 (the "**Term**") unless otherwise agreed by the Parties.

3. **Renewal Terms**: The Parties shall have the option to renew this MOU, on the terms and conditions agreed upon by the Parties, prior to the expiration of the then current term. Any terms or conditions different from those included herein, or in the then current renewal agreement, shall be set forth in an amendment to the Sharing Agreement, which shall be executed on or before the expiration of the then current term. The number of renewal options shall correspond with the number of years, after the expiration of the Term, in which both Schools occupy the Premises.

4. **Physical Space**: The Parties are committed to the equitable division of physical space within the Building according to the specific needs of each School. As these needs may change, on a yearly basis the renewal, amendment or addendum to the Sharing Agreement shall outline the specific allocation of common spaces, classrooms, resource areas, offices and entrances within the Building as agreed to, executed and filed with the Chicago Public Schools

("CPS") Office of New Schools by July 1 of each year of the Term, as renewed or extended in accordance with the terms hereof.

4. Campus Manager Roles and Responsibilities: The Shared Facility shall have a Campus Manager. The primary role of the Campus Manager, on behalf of the Board, is to be the first point of contact with the leaders of each School. The Campus Manager is responsible for, but not limited to, performing the following activities under the guidance of the Schools, the MOU and the Sharing Agreement:

- A. Assuming responsibility for the mediation and resolution of disagreements between Schools by working simultaneously with leaders of each School to support each individual School, and serve as a neutral facilities coordinator for the entire Campus.
- B. Management of shared staff members including, but not limited to, the Building engineer, and custodial, security and food services staff.
- C. Management of the Shared Facility budget and shared expenditures.
- D. Serving as liaison between the Schools and the central office of the Board on shared maintenance and operations issues.
- E. Ensuring execution and implementation of the Sharing Agreement and of each annual renewal or amendment.
- F. Mediation and resolution of disputes among the individual Schools at the Shared Facility.
- G. Negotiation of unanticipated expenses between the individual Schools for the campus
- H. Submission of a weekly report to the Office of New Schools.

Any individual designated to fulfill the Campus Manager role shall be hired and supervised by the CEO, or designee, of the Board but shall be subject to annual performance reviews conducted by designees of each School located on the campus. Those performance reviews shall be submitted to the CEO or designee, and shall be taken into consideration when the Campus Manager's overall evaluation is prepared.

5. Governance: To ensure that clarity exists with respect to the School's agreements associated with governance of the Building, the Parties agree to the following general structure for Building governance:

- A. To meet, at a minimum, in June of each year of the term to discuss and complete the annual renewal or amendment of the Sharing Agreement.
- B. To grant, to the Campus Manager, the authorities shown on Exhibit B attached hereto, and by this reference, made a part hereof.

6. Commitment to Regular Meetings: The principals, directors or designees of each School will meet, at least once per month, with the Campus Manager to discuss the following, and any other issues that may have arisen between the previous and current monthly meeting:

- A. Usage schedule for common areas
- B. Arrival and departure times of students and staff of each School

- C. Campus security issues.
- D. Food Services issues
- E. Custodial issues and maintenance responsibilities
- F. Any other issues, challenges, or problems that may have arisen.
- G. If necessary, the procedure for appropriate communication between the Parties.

7. **Dispute Resolution Process:** In the event an unanticipated issue arises with respect to the operation of the Schools or the Building, the Parties agree to use their best efforts to resolve all such issues at the Building level. If an issue arises that cannot be resolved at the Building level, the Schools shall request that the issue be mediated by the Office of New Schools, the Office of the Chief Education Officer, and/or the Office of the Area Instructional Officer of the Board. These offices will have authority to mediate the issue or to designate an impartial mediator. The final decision, which shall be binding on all Parties, will rest with the Chief Executive Officer of The Board.

8. **Filing:** This MOU, the annual renewal and/or amendment to the Sharing Agreement (including a floor plan which indicates space allocation), and any other amendments shall be filed with the Office New Schools by July 1 of each year.

9. **Notices to Parties.** All notices required under this MOU shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. All notices shall be deemed received when: (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE BOARD:

Board of Education of the City of Chicago
 Department of Operations
 125 South Clark Street, 16th Floor
 Chicago, Illinois 60603
 Attn:
 Fax:

with a copy to:

General Counsel
 Board of Education of the City of Chicago
 125 South Clark Street, 7th Floor
 Chicago, Illinois 60603
 Fax: (773) 553-1701

IF TO:

Principal Dr. Lennette Coleman
 Ariel Community Academy
 1119 East 46th Street
 Chicago, IL 60615

IF TO:

Director Mrs. Tamika Island-Smith
NKO Charter School
1119 East 46th Street
Chicago, IL 60615

10. **Entire Agreement; Amendment.** Except as otherwise provided herein, this MOU contains the entire agreement of the Parties with respect to the subject matter herein supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties as reflected by a written instrument executed by the Parties hereto.

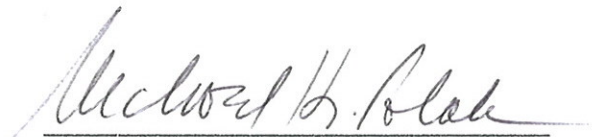
IN WITNESS WHEREOF, the Parties have executed this MOU as of the date and year first set forth above.

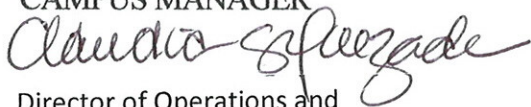


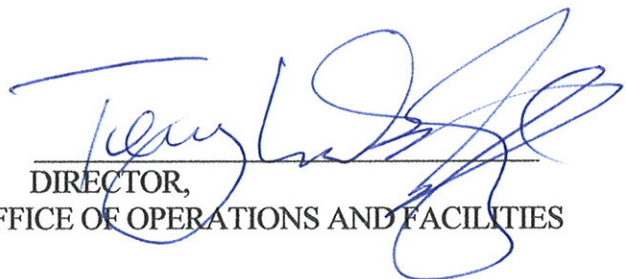
PRINCIPAL OF ARIEL



DIRECTOR OF NKO




CAMPUS MANAGER

Director of Operations and
Management
Office of New Schools



DIRECTOR,
OFFICE OF OPERATIONS AND FACILITIES



CHIEF AREA OFFICER



CHIEF EDUCATION OFFICER,
OFFICE OF EDUCATION

**MOU Addendum: Annual Sharing Agreement between
Ariel Community Academy (Ariel) and North Kenwood Oakland Charter
School (NKO)
July 1, 2011 - June 30, 2012**

PART ONE: PHYSICAL SPACE

I. CLASSROOMS

- A. Ariel will be housed in the following classrooms: A101-A108, B105, B201-B208, 203, 205, B301-B308.
- B. NKO will be housed in the following classrooms: C005, C008, C009, C104, C106-C109, C202, C203, C205-C208, B104

II. OFFICE SPACE

- A. Ariel will use A004 as their office space.
- B. NKO will use C003 as their office space.

III. MAIN ENTRANCES AND EXITS

- A. Ariel will enter and exit from West A.
- B. NKO will enter and exit from East B.

PART TWO: OPERATIONAL ISSUES

I. STUDENT ENTRANCES AND EXITS

- A. Ariel will enter and exit from West A.
- B. NKO will enter and exit from East B.

II. TEACHERS' WORK AREA

- A. Ariel will use room Teacher Lounge A, as a teachers' work area.
- B. NKO will use rooms C10, C108 and C208 as a teachers' work area.

III. COMMON AREAS

- A. The Schools will share the following Common Areas: the cafeteria; the gymnasium; the library; the auditorium; the playground; and Parking Lot, as noted below.
- B. Principals of each School must submit a draft of calendar for each school year, which will list all programs, events, etc. that require the support of shared staff members, by August 1st of each year.
- C. The Parties will adjust the schedule for the specific use of these Common Areas, as necessary, during monthly meetings, by agreed upon procedures as noted below.
- D. A central schedule detailing the specific use of the Common Areas for each month will be agreed to, posted publicly and distributed to each school office by the first school day of the month.
 - 1. Gymnasium: Ariel M-Th 12:20 – 3:00 ; Fridays 8:20 – 11:40
 - 2. Cafeteria:

3. Library:
4. Auditorium:
5. Playground:
6. Parking Lot:
7. Nurse's Office
8. Multipurpose West

IV. ADDITIONAL ITEMS

- A. Storage Closets:
- B. Other:

V. PHYSICAL PLANT

- A. Engineer will open the building each weekday morning.
- B. Engineer will close the building each weekday evening.
- C. Engineer will be in charge of turning on and off the lights.
- D. Engineer will be in charge of the HVAC system.
- E. Other:

VI. ENGINEER & STAFF

- A. The Campus Manager will supervise the Building engineer.
- B. The Campus Manager will monitor and communicate with the engineer and staff on behalf of all Schools in the Building.
- C. Other supervision and evaluative authority shall be as set forth on Exhibit B.

VII. CUSTODIAL STAFF

- A. The Building engineer will supervise the custodial staff.
- B. Concerns regarding custodial services will be directed to the Campus Manager, who will communicate to Principals, Portfolio Manager and Area Facility Manager.
- C. Other:

VIII. SECURITY

- A. Engineer, Dr. Coleman, Mrs. Island-Smith, Mr. Hudson and morning cafeteria porter will have the security codes to the electronic security system and will disengage the system each morning and set the system each night.
- B. Security staff will be hired and supervised by: Principal and Director

IX. ABSENCE

- A. If any of the above individuals are absent or not available on a particular day, **Principal and Director** will be responsible for that function.

X. SCHOOL CALENDAR:

- A. NKO will be on a modified track E and Ariel will be on the regular calendar

- XI. BLUEPRINT/MAP OF SCHOOL** *[Please attach a labeled blueprint or map of the campus which details the space to be utilized by each individual school].*

“Shakespeare Campus”: CPS Ariel / NKO Charter

NKO Modified Track “E” Calendar (only)

February 16, 2011 Draft

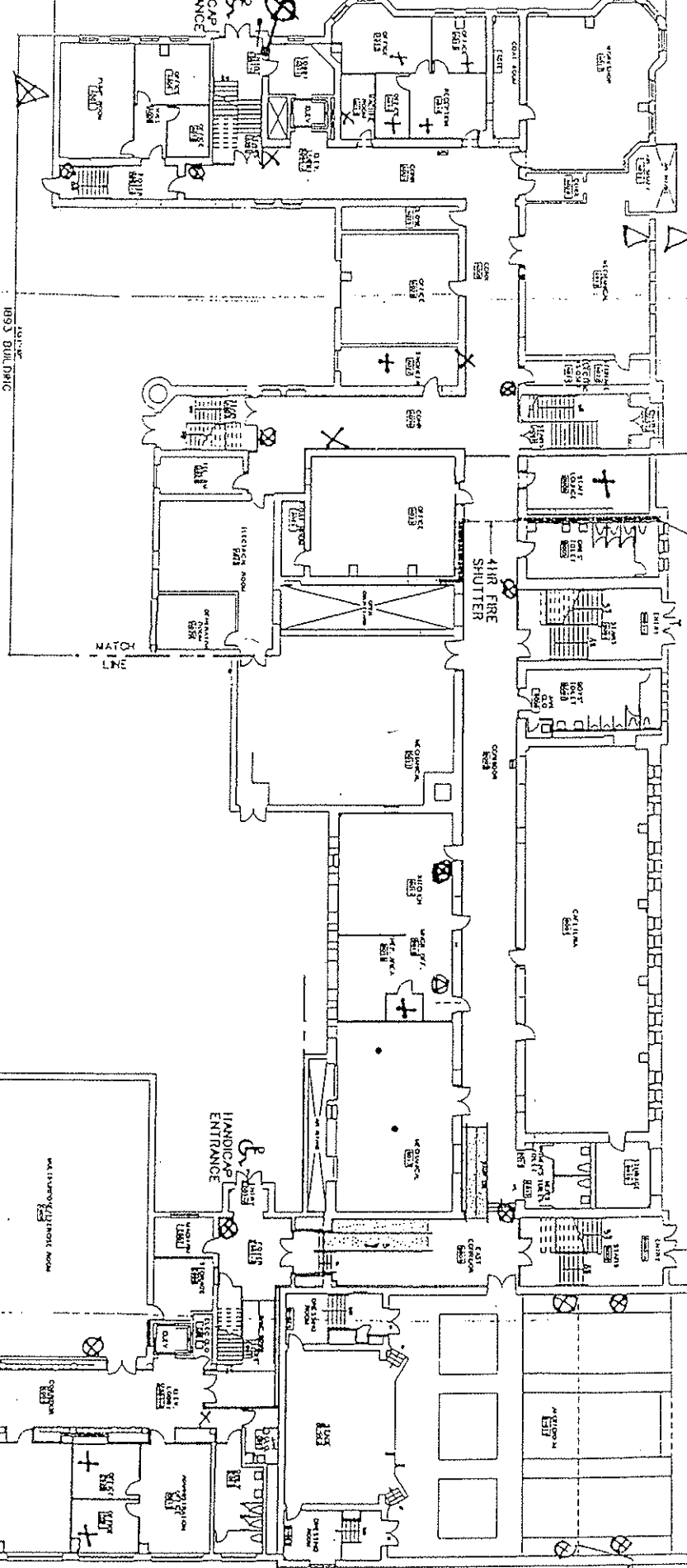
2011-2012 Proposed School Calendar

August 1 st	Teachers Return to Work
August 8 th	First Day of School
September 5 th	Labor Day-No School
Sep. 26 th - Oct. 7 th	Intersession Full day programming for targeted students will be offered September 26 to September 30, contingent upon funding
October 10 th	Columbus Day-No Classes
November 11 th	Veterans Day-No School
Nov. 21 st - 22 nd	Parent Teacher Conferences-No Classes
Nov. 23 rd - 25 th	Thanksgiving Holiday-No School
Dec. 26 th - Jan. 6 th	Winter Vacation
January 16 th	Dr. King's Birthday-No School
February 20 th	President's Day-No School
March 26 th	Parent/Teacher Conferences-No Classes
April 9 th - 20 th	Intersession Full-day programming for targeted students will be offered April 11 to April 15, contingent upon funding
May 28 th	Memorial Day-No School
June 15 th	Last Day of School
June 18 th - July 31 st	Intersession Full-day programming for targeted students will be offered June 20 to July 8, contingent upon funding

***Ariel will remain on the “regular” school calendar for 2011-2012.**

1953 BUILDING
3rd Floor Construction
1953 FLOOR CONSTRUCTION

1924 BUILDING
3rd Floor Construction
1924 FLOOR CONSTRUCTION

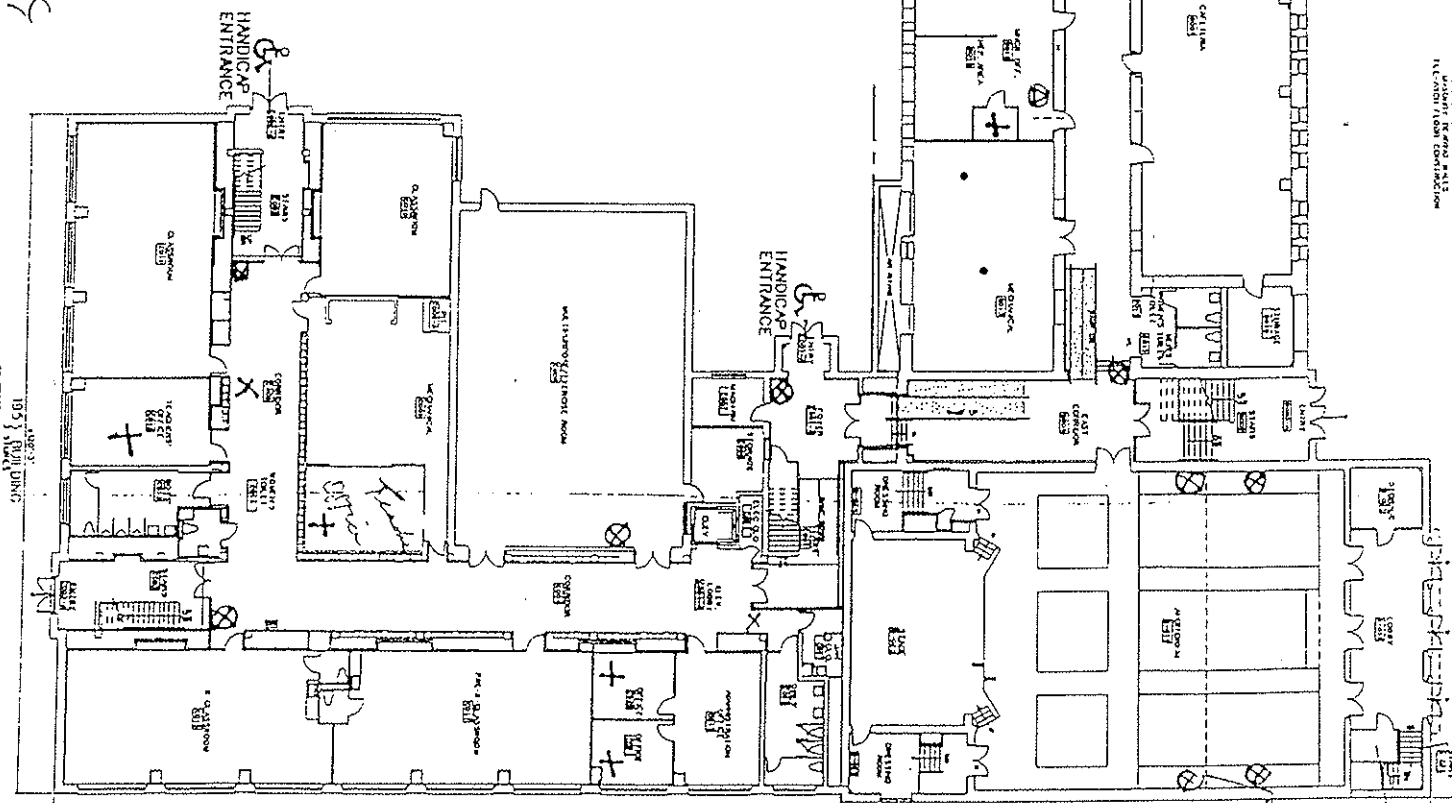


0 LOWER LEVEL PLAN

+ Telephones
X - Fire Extinguishers



⊗ Fire Alarm pull box
Δ Gas shut off
⊗ Electric



1953 BUILDING

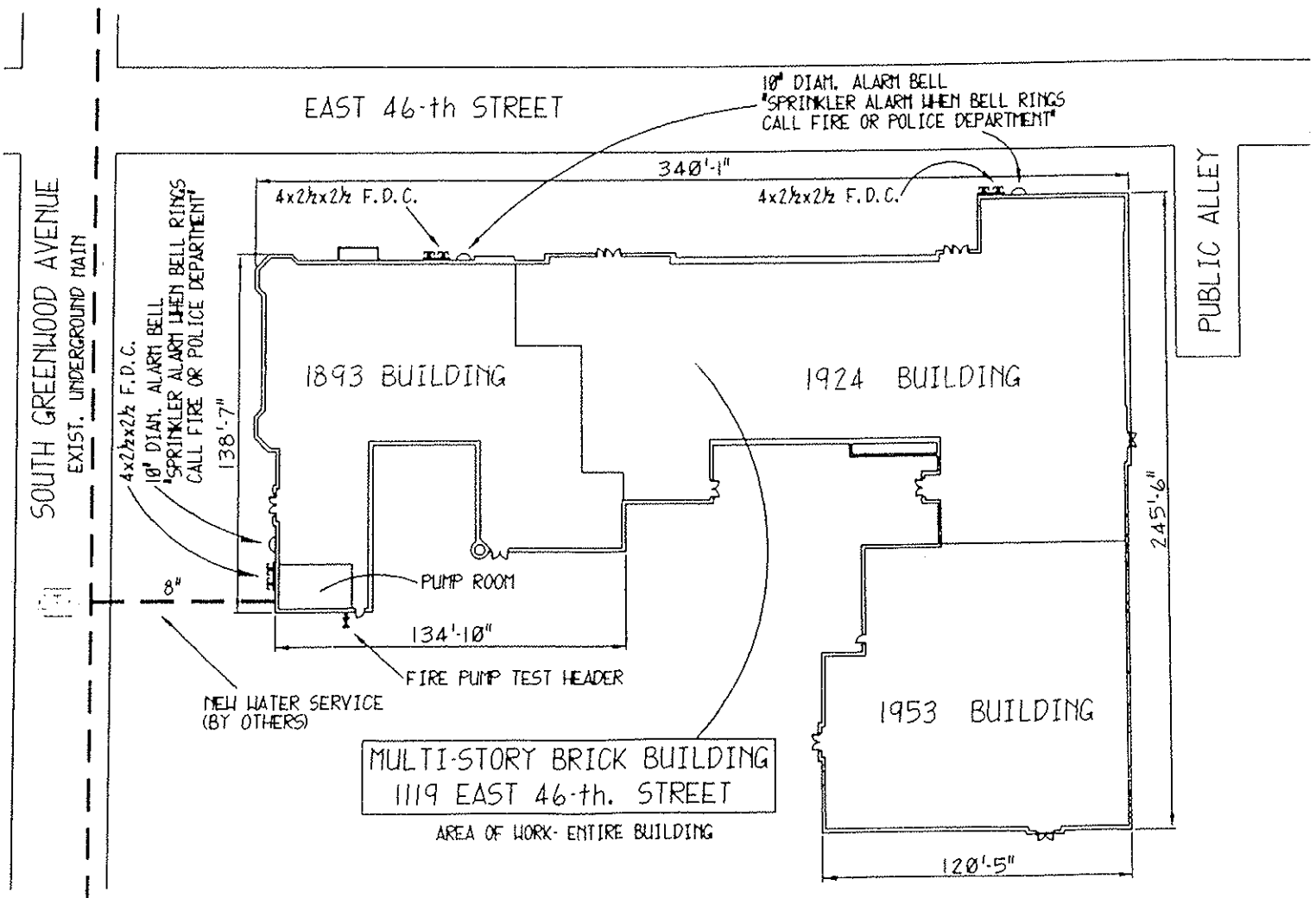
1924 BUILDING

GENERAL FIRE PROTECTION NOTES:

1. SPRINKLER HEADS SHALL BE LOCATED IN CENTER OF CEILING TILES.
2. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13-1994 EDITION.
3. ALL HANGERS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13-1994 EDITION.
4. SPRINKLER HEADS SPACING SHALL BE IN ACCORDANCE WITH NFPA 13-1994 EDITION.
5. NON-COMBUSTIBLE STRUCTURE. LIGHT HAZARD OCCUPANCY.
6. ALL MAIN PIPING TO BE SCHEDULE 10 BLACK PIPE WITH GROOVED FITTINGS.
7. ALL LINES TO BE SCHEDULE 40 BLACK PIPE WITH CAST IRON THREADED FITTINGS.
8. ALL MATERIALS SHALL BE UL LISTED AND FM APPROVED.

SCOPE OF WORK:

1. INSTALL NEW SPRINKLER SYSTEM PER NFPA 13, LIGHT AND ORDINARY HAZARD OCCUPANCY COVERAGE.



SITE PLAN

SCALE : 1/32" = 1'-0"



NORTH

1903 BUILDING
MODERN KITCHEN WITH
WOOD FLOOR CONTINUATION

1924 BUILDING
MODERN KITCHEN WITH
WOOD FLOOR CONTINUATION

WATCH

AIR FIRE
SEPARATION

AIR FIRE
SHUTTER

EXISTING
ROOF

1903 BUILDING

1953 BUILDING

1924 BUILDING

7' 6" x 6"

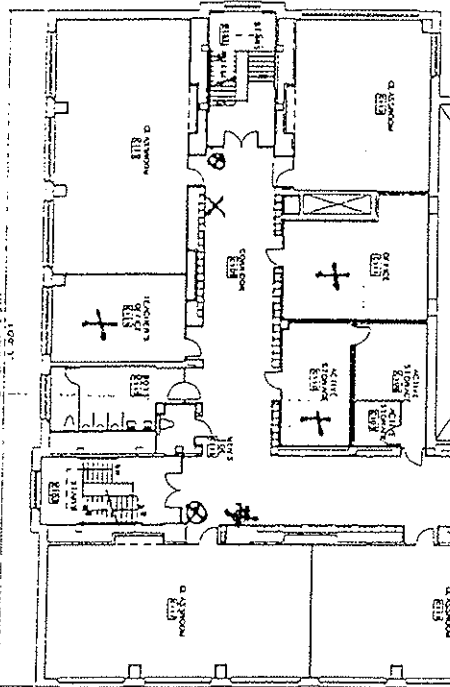
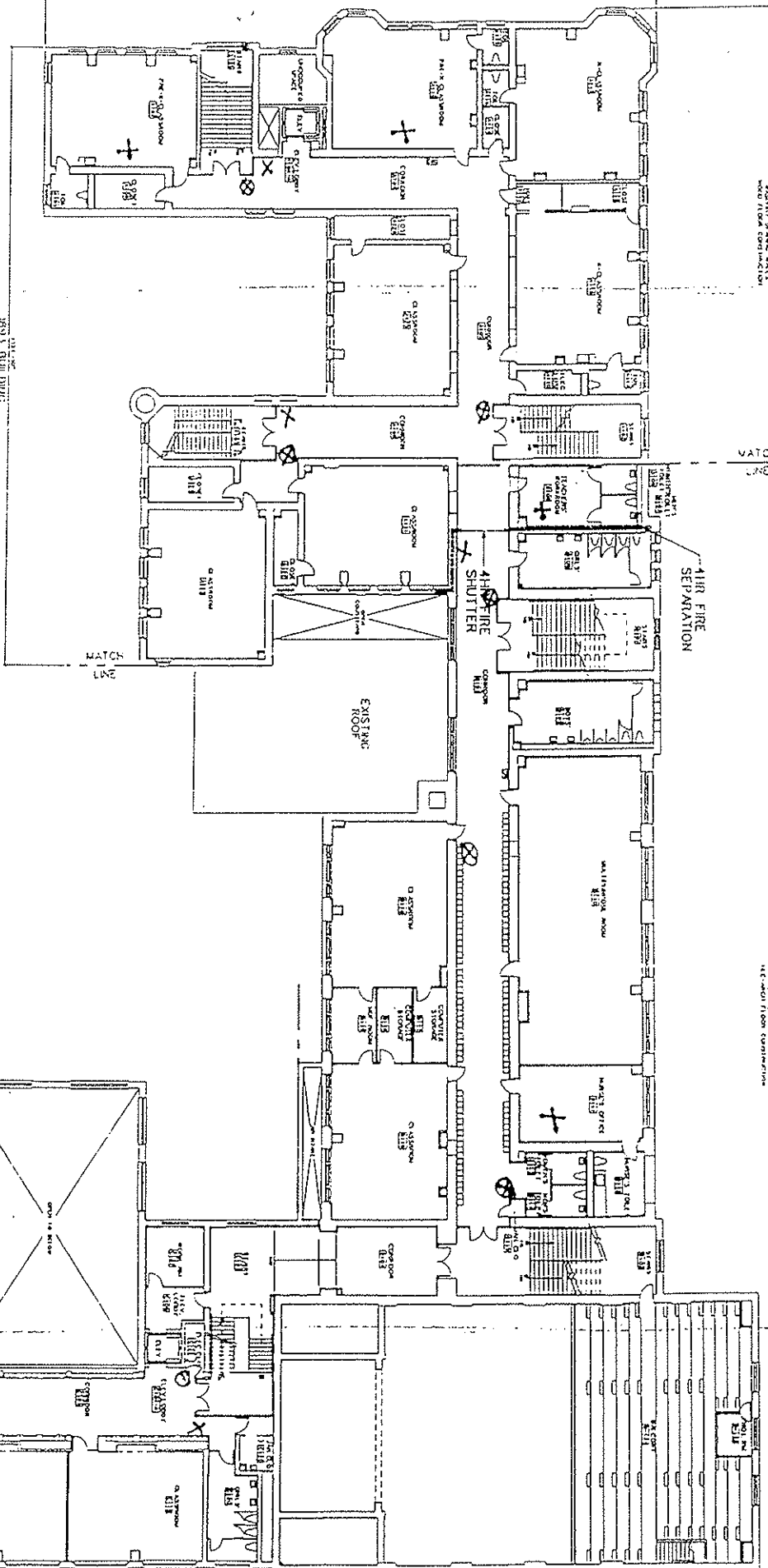
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1ST FLOOR PLAN

NORTH

+ telephones

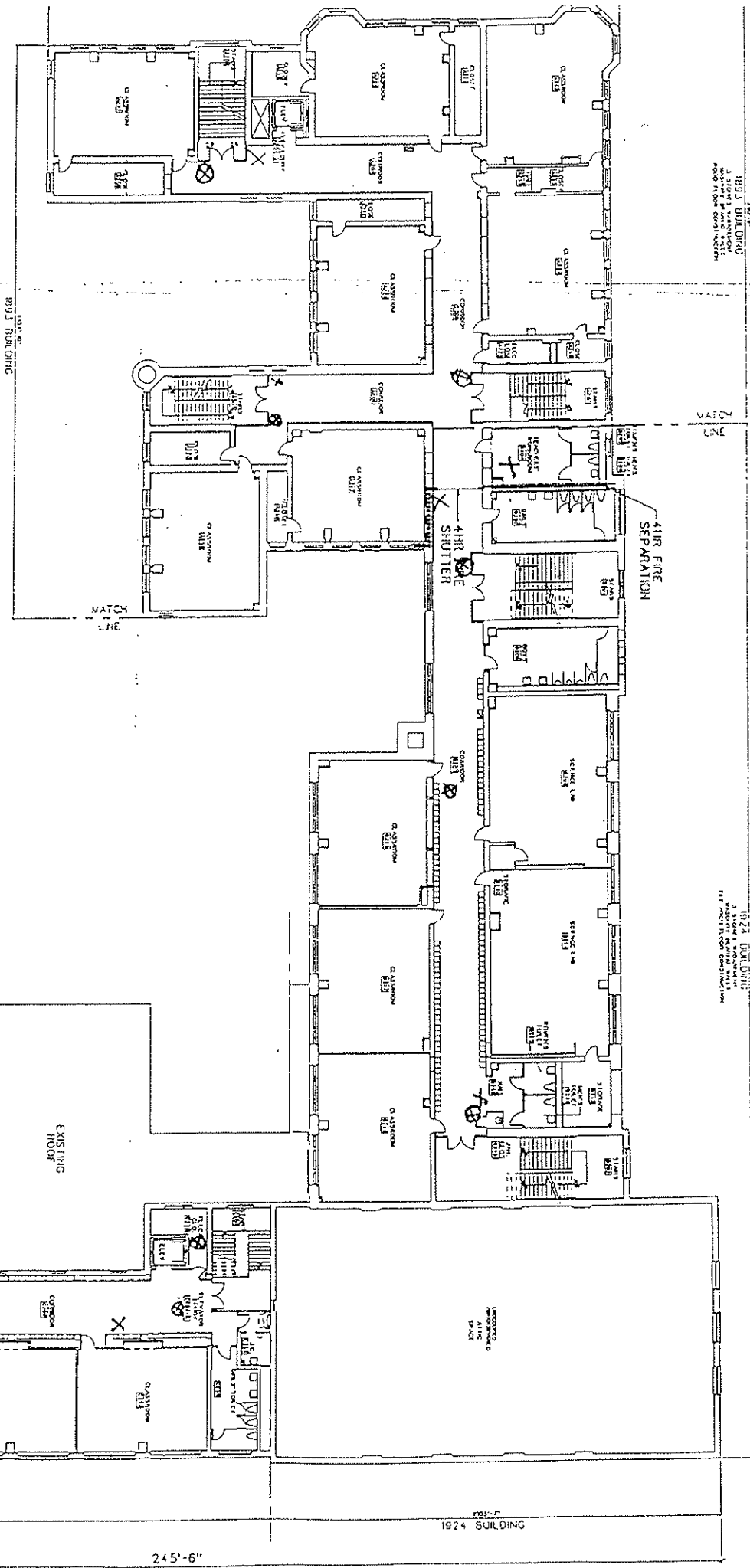
X Fire Extinguishers



340'-1"

1953 BUILDING
3 STORY WAREHOUSE
2000 ROOM CONSTRUCTION

1924 BUILDING
2 STORY WAREHOUSE
1000 ROOM CONSTRUCTION



2

2ND FLOOR PLAN

NORTH

+ telephones
X Fire Extinguishers

