

**MEMORANDUM OF UNDERSTANDING FOR SHARING ONE
SCHOOL BUILDING OR CAMPUS
ENGLEWOOD 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**"), **TEAM Englewood Community Academy, and Urban Prep Charter Academy**. TEAM Englewood Community Academy and Urban Prep Charter Academy 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 6201 S. Stewart Avenue, 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 and supervision 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, 17th Floor
Chicago, Illinois 60603
Attn: John Cooke
Fax: (773) 553-2021

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

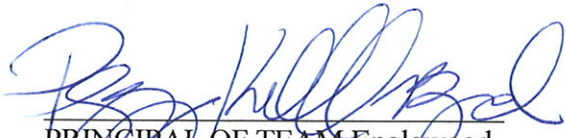
**IF TO TEAM
ENGLEWOOD
COMMUNITY
ACADEMY** TEAM Englewood Community Academy
Ms. Peggy Korellis-Byrd, Principal
6201 S. Stewart Avenue
Chicago, IL. 60621


**IF TO URBAN
PREP CHARTER
ACADEMY**


Urban Prep Charter Academy
Mr. Dennis Lacewell, Principal
6201 S. Stewart Avenue
Chicago, IL 60621

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.

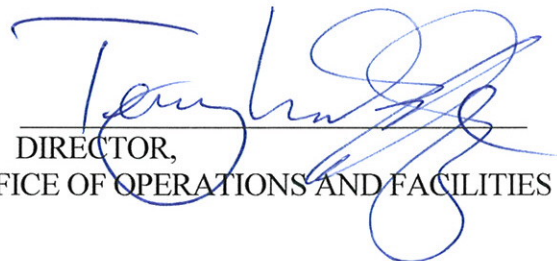
IN WITNESS WHEREOF, the Parties have executed this MOU as of the date and year first set forth above.


PRINCIPAL OF TEAM Englewood
Community Academy

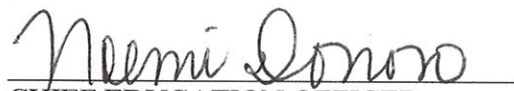

PRINCIPAL OF Urban Prep Charter
Academy


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
TEAM Englewood Community Academy and Urban Prep Charter Academy
July 1, 2011- June 30, 2012**

PART ONE: PHYSICAL SPACE

I. CLASSROOMS/OFFICES/STUDENT RESTROOMS

A. TEAM Englewood Community Academy will be housed in the following rooms: 103, 118, 127, 130, 137, First Floor Main Office, Library, 205, 206, 207, 207-1, 210, 211, 212, 215, 216, 217, 220, 221, 222, 232, 234, 234-1, 234-2, 234-3, 234-4, 235, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, Plant Room (346), and the 2nd Floor East boys (by 210) and girls restrooms (by 212) and the North lockers.

B. Urban Prep Charter Academy will be housed in the following rooms: 101, 102, 104, 105, 107, 130-1, 130-2, 201, 202, 203, 204, 217-1, 218, 219, 223, 224, 225, 228, 231, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 329, 331, 332, 334, 335, 335B, 338, 340, 341, 342, 343, 344, and the 2nd Floor west side boys and girls restrooms and the South lockers. DC 4/7/11 4-7-11 PKB

(Urban Prep will have exclusive use of the office/prep area of Room 217 (now known as 217-1) and will use the access door from the hall and not through the classroom 217. TEAM will continue to have exclusive use of the remaining area included in Room 217.) 4-7-11

II. SCHOOL MAIN OFFICE SPACE

A. TEAM Englewood Community Academy will use the First Floor Main Office as their office space.

B. Urban Prep Charter Academy will use the Third Floor Main Office as their office space.

III. MAIN ENTRANCES AND EXITS

A. TEAM Englewood Community Academy will enter through Door A and exit from Door B. TEAM will utilize stairways 5 and 6.

B. Urban Prep Charter Academy will enter and exit from Door C. Urban Prep will utilize stairways 1 and 2.

(Urban Prep will not use Door A and will provide for all deliveries and the entrance of all Urban Prep students, staff and visitors at Door C before, during and after school hours and/or whenever Urban Prep is occupying the building, in a manner ensuring the safety and security of all occupants of the building consistent with current Door A guidelines; keeping the door locked, and providing security personnel to monitor the door. TEAM security or other TEAM staff will no longer provide Urban Prep access by response to the doorbell at Door A or provide elevator access to Urban Prep.)

**MOU Addendum: Annual Sharing Agreement between
TEAM Englewood Community Academy and Urban Prep Charter Academy**

PART TWO: OPERATIONAL ISSUES

I. STUDENT ENTRANCES AND EXITS

- A. **TEAM Englewood Community Academy** will enter and exit from **Door A and Door B.**
- B. **Urban Prep Charter Academy** will enter and exit from **Door C.**

II. COMMON AREAS

- A. The schools will share the following Common Areas: the student and teacher cafeterias; the gymnasium; the pool; the locker rooms; the weight room; the auditorium; the sports fields; the parking lot; and rooms 125, 338 S and uniform room.
- B. Principals of each school must submit a draft of the 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. Any engineer, custodial and/or lunchroom needs will be indicated in any changes or additional requests if usage is during or outside normal school hours. *(Unanticipated and/or emergency requests for use of shared space may presented after the monthly calendar has been distributed via email to Administrators of both schools, the building Engineer, and the Campus Manager and will be approved by the Campus Manager only after receiving email responses acknowledging and agreeing to use. Requests may be made by the Campus Manager, Lunchroom Manager, Engineer, and the Principals and Assistant Principals of both schools only. Approved changes/additions will be written on the monthly calendar posted on the first floor.)*
- 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, the Campus Manager, and the Engineer by the first school day of the month.
 - 1. Gymnasium/Locker Rooms
 - 2. Cafeteria
 - 3. Teachers' Lunchroom
 - 4. Auditorium
 - 5. Sports Fields
 - 6. Parking Lot
 - 7. Pool
 - 8. Room 338S
 - 9. Room 125

III. STORAGE CLOSETS

- A. **Room 130** will be used as the **TEAM Book Room.**
- B. **Room 202** will be used as the **Urban Prep Book Room.**

- C. The closet in Room 338S will be used for additional storage by Urban Prep exclusively.

IV. PHYSICAL PLANT

- A. The first shift custodial worker will open the building each weekday morning and turn on the lights for the building.
- B. The second shift custodial worker will close the building each weekday evening and shut off the lights.
- C. The engineers will be in charge of the HVAC system.

V. 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.

VI. CUSTODIAL STAFF

- A. The building Engineers 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.

VII. SECURITY

- A. TEAM Englewood Community Academy Principal and Assistant Principal and Urban Prep Charter Academy Principal and Assistant Principal, along with the Engineers will have the security codes to the electronic security system. The first shift custodial worker will open the building each weekday morning at 6:00 AM and will disengage the system and the second shift custodial worker will set the system each night at 10:30 PM, unless otherwise directed by one of the Principals, in which case the requesting Principal will be responsible for setting the alarm.
- B. Security staff will be hired and supervised by the Principals of both schools in their respective schools.

VIII. ABSENCE

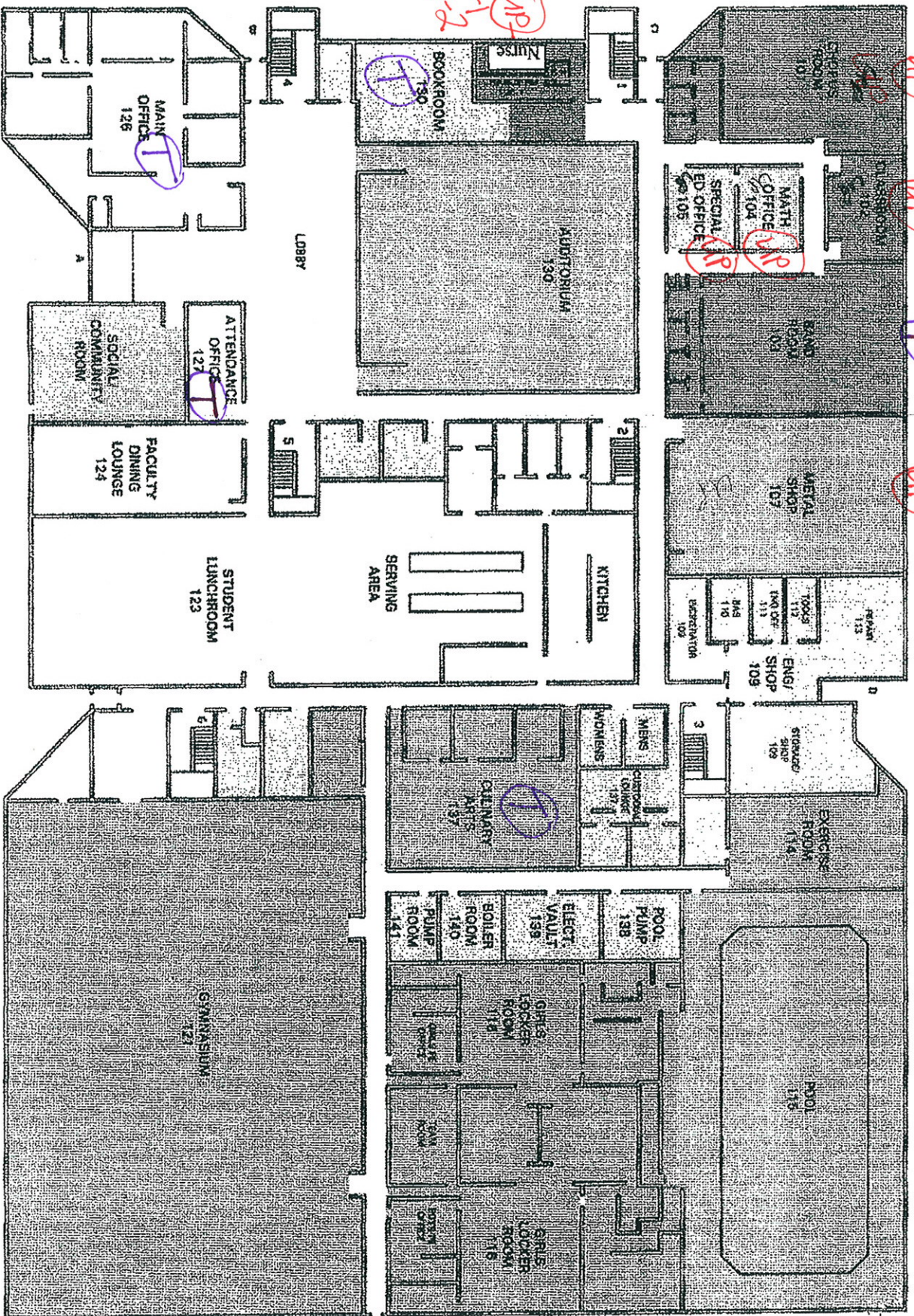
- A. If any of the above individuals are absent or not available on a particular day, the Principals, Assistant Principals and the Chief Engineer will designate who will be responsible for that function.

IX. OTHER:

- A. Urban Prep Charter Academy will utilize the gymnasium and auditorium daily from 8:00 AM until 9:29 AM.
- B. TEAM Englewood will utilize the auditorium on Monday, Tuesday, Wednesday, and Friday from 9:50 AM until 12:20 PM and the gym on Thursday from 10:15 AM until 12:20 PM every week.
- C. Urban Prep Charter Academy will utilize the auditorium on Monday, Tuesday, Thursday, and Friday from 12:25 PM until 2:00 PM and from 12:54

PM until 2:00 PM on Wednesday every week. In addition, Urban Prep will use the auditorium every Thursday from 10:15 AM until 12:20 PM.

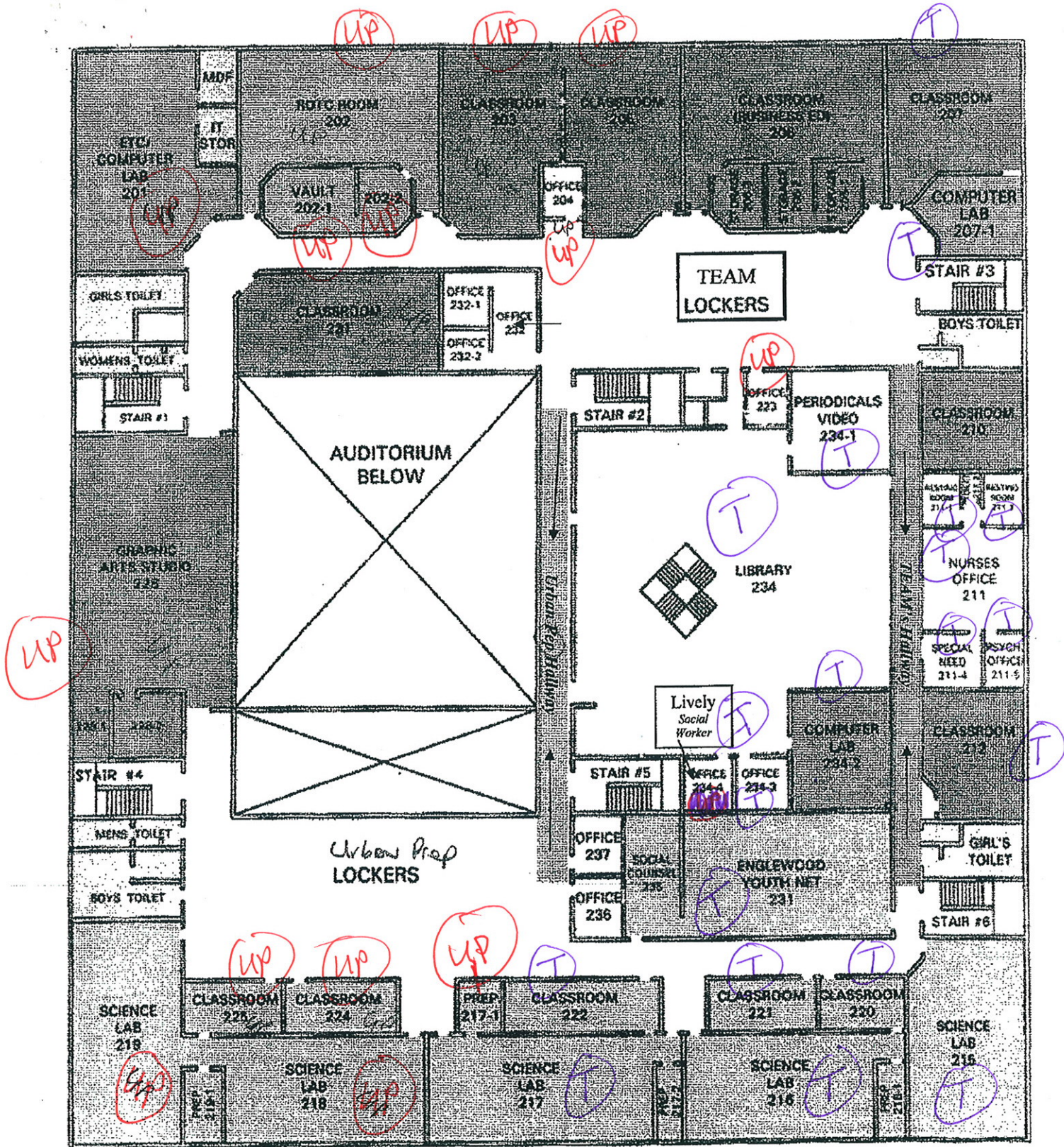
- X. BLUEPRINT/MAP OF SCHOOL** [*Please attach a labeled blueprint or map of the campus which details the space to be utilized by each individual school*].



ENGLEWOOD HIGH SCHOOL - FIRST FLOOR PLAN

5.18.05

5.18.05



ENGLEWOOD HIGH SCHOOL - SECOND FLOOR PLAN

N.T.S.

7.12.05

TEAM
uses
Stair #6
to from
1st, 2nd,
3rd floors