# FIRST RENEWAL OF CHARTER SCHOOL LEASE AGREEMENT BETWEEN NOBLE NETWORK OF CHARTER SCHOOLS AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO (Shared Occupancy – Truth School Building and Annex)

THIS FIRST RENEWAL OF LEASE AGREEMENT ("First Renewal Agreement") is effective as of July 1, 2016 (the "Effective Date"), and is entered into by and between the BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate ("Landlord" or the "Board") and Noble Network of Charter Schools, an Illinois not for profit corporation ("Tenant", and together with Landlord, the "Parties").

# **RECITALS**

- A. Landlord and Tenant entered into that certain "Charter School Lease Agreement Between Noble Network Of Charter Schools And The Board Of Education Of The City of Chicago" with an Effective Date of July 1, 2015 ("Original Lease"). The Original Lease pertains to certain Premises (as more specifically defined in the Original Lease) in the former Truth School Building and Annex, located respectively at 1443 and 1409 N. Ogden Avenue, Chicago, Illinois 60610 (the "School").
- B. Landlord and Tenant acknowledge that the School is a **Shared Facility**, and that the **Co-Occupant** of the School is Chicago Charter School Foundation (Chicago International Charter Schools [CICS]), a charter school.
- C. The Parties acknowledge that the "**Premises**" defined in the Original Lease were depicted on Exhibit A thereto and more fully described and depicted in Exhibit B thereto. Exhibit B to the Original Lease consisted of that certain "Memorandum Of Understanding For Shared Facility" with an Effective Date of July 1, 2015 among the Board of Education of the City of Chicago, a body politic and corporate (the "**Board**"), Chicago International Charter School, Chicago Quest ("**CICS Chicago Quest**"), and The Noble Academy ("**The Noble Academy**"), with a Term commencing on the Effective Date and ending June 30, 2016 ("**FY 2016 MOU**").
- D. The Parties further acknowledge that the Co-Occupants entered into a new Memorandum of Understanding, being that certain "Memorandum Of Understanding For Shared Facility" with an Effective Date of July 1, 2016 among the Board, CICS Chicago Quest, and The Noble Academy, with a Term commencing on the Effective Date and ending June 30, 2017 ("FY 2017 MOU").
- E. The Parties acknowledge that the FY 2017 MOU modifies the description of the Premises that was contained in Exhibit A to the Original Lease and FY 2016 MOU. This modified description of the Premises is hereinafter referred to as the "Modified Premises."
- F. Landlord and Tenant desire to renew the Original Lease for an additional one (1) year term on the terms and conditions set forth in this First Renewal Agreement.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this First Renewal Agreement as if fully set forth herein;

for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original Lease, unless the context clearly requires a different meaning or connotation. The term "**Lease**" shall mean and shall consist of the Original Lease, as renewed and amended by this First Renewal Agreement.
- 2. **FIRST RENEWAL TERM.** The Original Lease is hereby renewed for an additional one (1) year term, commencing July 1, 2016 and ending June 30, 2017 ("**First Renewal Term**"). Landlord hereby leases to Tenant the Modified Premises for the First Renewal Term upon the terms and conditions set forth herein.

# 3. MODIFIED PREMISES; SUBSTITUTION OF FY 2017 MOU.

- A. **Modified Premises.** During the First Renewal Term, Exhibit A to the Original Lease ("**Premises**") is deleted in its entirety and substituted in lieu thereof is **Exhibit A-1 Modified Premises** which is attached hereto and incorporated herein. The Modified Premises are depicted on Exhibit A-1.
- B. **Substituted Exhibit B (Memorandum of Understanding).** During the First Renewal Term, Exhibit B to the Original Lease (FY 2016 MOU) is deleted in its entirety and substituted in lieu thereof is **Exhibit B-1 Memorandum of Understanding (FY 2017 MOU)**, which is attached hereto and incorporated herein, consisting of the FY 2017 MOU. The Modified Premises are more fully depicted and described in Exhibit B-1.
- 4. FREDOM OF INFORMATION ACT. Landlord acknowledges that this First Renewal Agreement and all related documents 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 are subject to reporting requirements under 105 ILCS 5/34-220. Landlord further acknowledges that this First Renewal Agreement shall be posted on the Board's Internet website at http://www.cps.edu.
- 5. **AUTHORITY.** In the event Tenant is an entity other than a sole proprietorship, Tenant represents that it has taken all action necessary for the approval and execution of this First Renewal Agreement, and execution by the person signing on behalf of Tenant is duly authorized by Tenant and has been made with complete and full authority to commit Tenant to all terms and conditions of this First Renewal Agreement which shall constitute valid, binding obligations of Tenant.
- 6. <u>COUNTERPARTS AND FACSIMILES</u>. This First 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 document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.
- 7. OTHER LEASE TERMS. Except as modified or amended herein, all other terms of the Original Lease are unchanged and shall remain in full force and effect during the First Renewal

Term. In the event of any inconsistency between this First Renewal Agreement and the Original Lease, the terms of this First Renewal Agreement shall control.

8. <u>BOARD APPROVAL</u>. The execution of this First Renewal Agreement is subject to approval by members of the Chicago Board of Education.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Renewal Agreement as of the Effective Date.

LANDLORD:	TENANT:					
BOARD OF EDUCATION OF THE CITY CHICAGO	NOBLE NETWORK OF CHARTER SCHOOLS					
By: Jaime Guzman, Vice President  Attest: Sala & Beltan   23   17  Name: Estela G. Beltran  Title: Secretary	By:Wichasl Wilkis Name: Michael Milkie Title: Chief Executive Officer  Attest: Name: Title:					
Date:	Date: January 3, 2017					
Forrest Claypool, Colef Executive Officer	3					
Board Report Number: 16-0622-OP1-1, 16-0928	- ARI-24 , 16-1026-AR5-11,20					
Approved as to legal form: BWW Warmer Ronald L. Marmer, General Counsel						
ATTACHMENTS:						
EXHIBIT A-1 MODIFIED PREMISES EXHIBIT B-1 MEMORANDUM OF UNDERSTANDING (FY 2017 MOU)						

# EXHIBIT A-1 MODIFIED PREMISES

See description of Modified Premises set forth in Exhibit B-1 attached to this First Renewal Agreement ("Memorandum Of Understanding For Shared Facility" with an Effective Date of July 1, 2016 among the Board, CICS Chicago Quest, and The Noble Academy, with a Term commencing on the Effective Date and ending June 30, 2017" -"FY 2017 MOU"). The Modified Premises are described in Exhibit A-1 ("Floor Plans") and A-2 ("CICS ChicagoQuest and The Noble Academy Sharing Agreement") to Exhibit B-1 to this First Renewal Agreement.

# EXHIBIT B-1 MEMORANDUM OF UNDERSTANDING (FY 2017 MOU)

See attached ("Memorandum Of Understanding For Shared Facility" with an Effective Date of July 1, 2016 among the Board, CICS Chicago Quest, and The Noble Academy, with a Term commencing on the Effective Date and ending June 30, 2017" - "FY 2017 MOU")

#### .MEMORANDUM OF UNDERSTANDING FOR SHARED FACILITY

CICS ChicagoQuest and The Noble Academy at 1443 N. Ogden

This Memorandum of Understanding for Shared Facility ("MOU") is effective as of July 1st, 2016 (the "Effective Date"), by and among the Board of Education of the City of Chicago, a body politic and corporate (the "Board"), Chicago International Charter School, ChicagoQuest ("CICS ChicagoQuest"), and The Noble Academy ("The Noble Academy"). CICS ChicagoQuest and The Noble Academy shall be referred to collectively as "the Schools" or "Co-Occupants." The Schools and the Board shall be referred to collectively as "the Parties."

#### RECITALS

- A. The Board has created certain Shared Facilities (as hereinafter defined) in school buildings owned or controlled by the Board. The creation of such Shared Facilities shall not 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 controlled building that houses more than one school, each of which is autonomous and has its own school leader(s), governing body, and CPS identification number. The Shared Facility which is the subject of this MOU is that certain school campus located at 1443 N. Ogden Ave, Chicago, Illinois, portions of which are respectively leased to Co-Occupants hereunder (the "Shared Campus").
- B. In addition, the Policy requires, prior to the occupation of a Shared Facility, each School to enter into this MOU and a separate Sharing Agreement (as hereinafter defined). The Floor Plans, attached hereto as Exhibit A-1, shall show what specific portions of the campus shall be exclusively occupied by each School, and what portions of the campus shall be shared or otherwise designated as common areas (the latter hereinafter referred to as the "Shared Space"). The Floor Plans shall conform to Exhibit A ("Premises") attached to the respective Leases for the Shared Campus unless said Exhibit A is amended in accordance with the terms of the Leases, in which case the Floor Plans shall conform to that Exhibit A as so amended.
- C. The separate Sharing Agreement shall be negotiated and formalized in writing between the Schools to address the specific items listed on the attached Exhibit A-2, including the day-to-day operation of each item and the scheduling of the Shared Space. Once completed, the executed Sharing Agreement shall be delivered to the Board's Office of Innovation and Incubation and shall be incorporated herein by reference.

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:

#### AGREEMENT

- 1. <u>Guiding Principles</u>: The Policy is based on the following six (6) principles, which are essential for the successful operation of the Shared Campus:
  - A. Committing to an agreed upon and equitable use of the Shared Campus in order to ensure that each School will reap the greatest benefit from the Shared Campus to create more equitable access to educational resources for each School;
  - B. Establishing and maintaining strong relationships among leaders of the Schools in order to enable such leaders to contribute jointly and work cooperatively to the administration and operation of the Shared Campus;
  - C. Fostering an agreement between the Schools regarding strategies and plans to create physical space and visual cues to help foster autonomy and a distinctive identity for each School in the Shared Campus;
  - 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 Shared Campus;
  - E. Developing and memorializing a fair and equitable conflict resolution process to enforce any rights or obligations described in this MOU; and
  - F. Pooling resources to better serve the students of each School by capitalizing on the benefits of the use of the Shared Campus.
- 2. <u>Terms</u>: This MOU shall commence on the Effective Date and shall end approximately one year thereafter, on June 30, 2017 ("the Initial Term").
- 3. <u>Physical Space</u>: The Parties are committed to an agreed upon and equitable division of physical space within the Shared Campus according to the specific needs of each School. The space sharing is defined in Exhibit A-1 and Exhibit A-2.
- 4. <u>Improvements</u>: Any structural improvements made to the shared facility will be approved by and executed by the CPS Facilities teams.
- 5. <u>Dispute Resolution Process</u>: In the event an unanticipated issue arises with respect to the operation of the Schools or the Shared Campus, the Parties agree to use their best efforts to resolve all such issues at the Shared Campus level. Disputes that cannot be resolved at the Campus level will be forwarded on to the Network level and be handled by CICS ChicagoQuest and Noble. If an issue arises that cannot be resolved at the Shared Campus level the affected party will provide a written request (pursuant to Section 6 of this MOU) that the issue be mediated by the Board through the Innovation & Incubation and Operations Departments. These Departments will have authority to mediate the issue or to designate an impartial mediator. An impartial mediator shall be designated within thirty (30) days of receipt of the request for mediation. If the Parties are unwilling to abide by the impartial mediator's decision, the final decision, which shall be binding on all Parties,

will rest with the Chief Executive Officer of the Board, who shall provide a decision within thirty (30) days of receipt of written notice from one or both of the Schools rejecting the impartial mediator's decision.

Notices to Parties: All notices and other filings required under this MOU shall be in writing and shall be deemed properly served and effective: (i) as of the day of delivery if delivered in person, by messenger, overnight delivery service on a party's attorney or agent; (ii) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid mail; or (iii) as of the day of delivery if by facsimile or electronic mail and confirmation is received that day that the notice was transmitted by facsimile or electronic mail on that date. All notices and other such required filings shall be addressed as follows:

If to the Board:

Board of Education of the City of Chicago

Operations Department 42 W. Madison Street 3rd Floor Chicago, Illinois 60602

Attn: Chief Operating Officer

Fax: (773) 553-4305

with a copy to:

Board of Education of the City of Chicago

Law Department

1 N. Dearborn Street 9th Floor

Chicago, Illinois 60602 Attn: General Counsel Fax: (773) 553-1704

7. 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.

Print: Michael Book

Chicago International Charter School

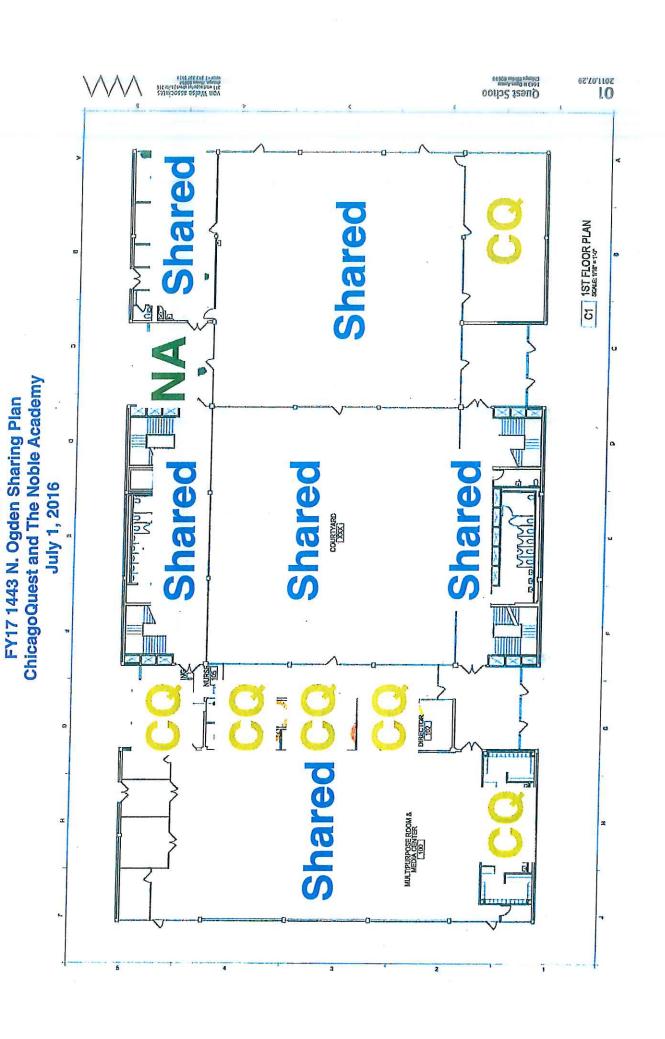
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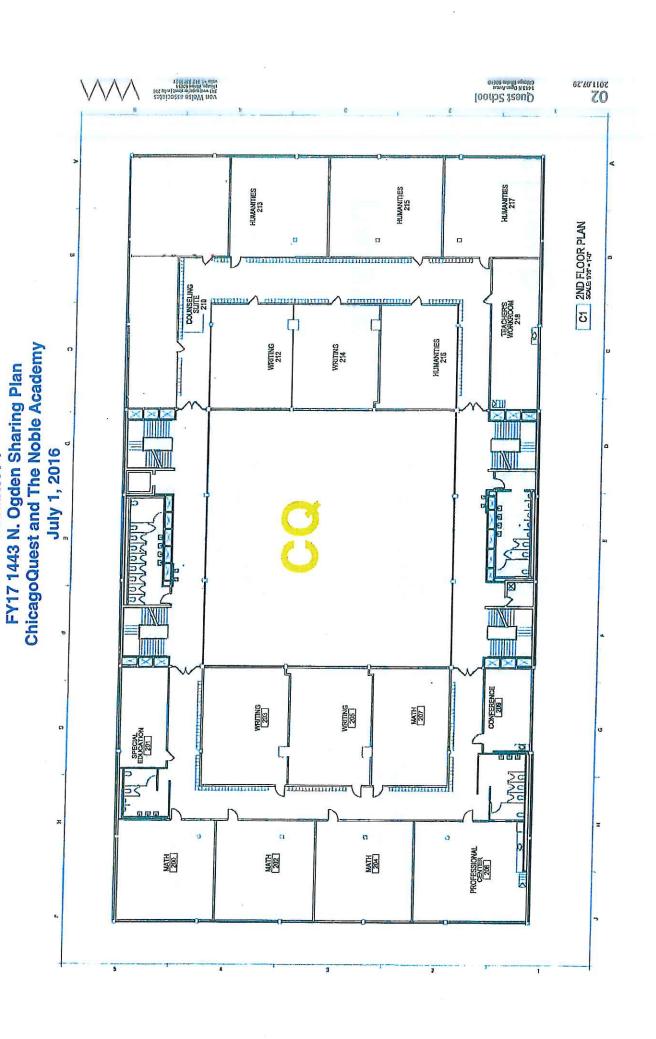
Civitas Education Partners

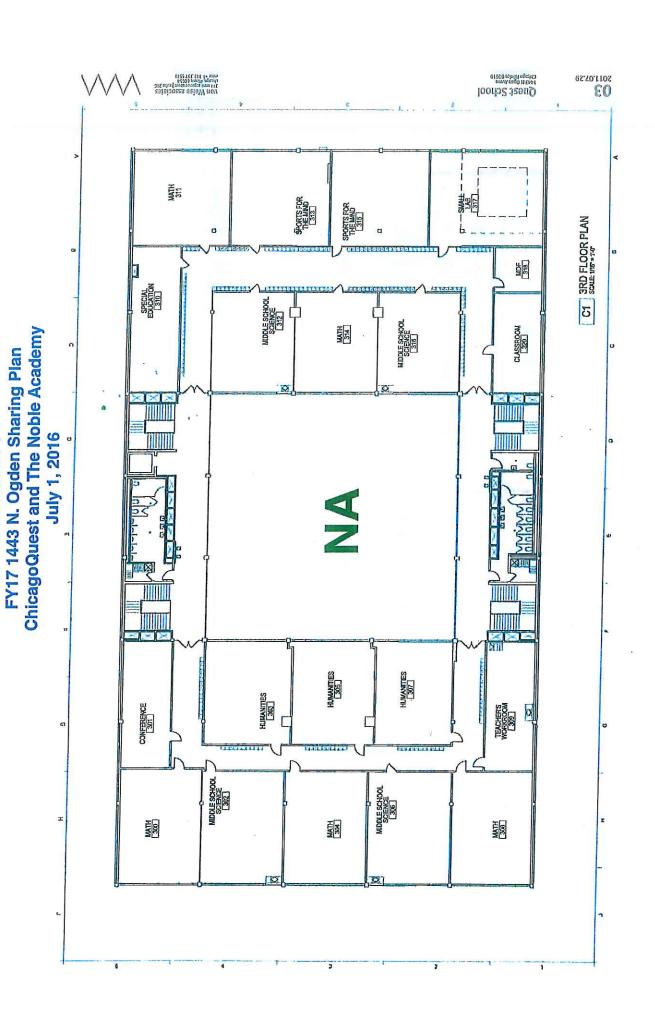
Michael Milkes Print: Michael Milkie, Chief Executive Officer

Noble Network of Charter Schools

EXHIBIT A-1 FLOOR PLANS (Attached)







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# EXHIBIT A-2 CICS ChicagoQuest and The Noble Academy Sharing Agreement

# SPECIFIC ITEMS TO BE ADDRESSED

# I. Physical Space

- 1. Classrooms
- 2. Office Space
- 3. Main Entrance & Exit

# II. Operational Issues

- 1. Teacher Work Space
- 2. Common Space
- 3. Food Service
- 4. Bells
- 5. After School Activities
- 6. Building Hours
- 7. Parking
- 8. Exterior Signage
- 9. Emergency Management Plan

# III. Cost Sharing

# CICS Chicago Quest and The Noble Academy Sharing Agreement

The following Sharing Agreement between CICS ChicagoQuest (CQ) and The Noble Academy (TNA) is intended to provide for an equitable, safe, and respectable academic environment for staff and students at both schools. The schools agree that a key to successfully achieving this objective is to create physical separation of the student bodies to the greatest possible extent. As such this Sharing Agreement provides the schools with guiding principles and policies that allow for two schools to operate as independently as possible from each other but also provides a mechanism for how to effectively operate within shared spaces. The schools also agree that this document is not comprehensive and that issues will arise from time to time that are not specifically addressed in this Sharing Agreement. In those instances, the principals or their designees agree to meet and work together to the greatest extent possible to resolve the issues in a mutually agreeable manner.

For optimal operations and safety, it is imperative that spaces be designated and assigned. It is also paramount that both organizations respect the culture and climate that the other organization has developed. This respect should span across all staff, teachers and students. Additionally, while there will be assigned spaces for each organization, schools may be able to create opportunities for cross collaboration and integration where the school Principals see fit.

### I. Physical Space

#### 1. Classrooms

Classroom space is assigned in accordance with the building blueprint that is attached in Exhibit A-1. In the building blueprint, CQ space is notated in gold, TNA space is notated in green, and the shared space is notated in blue.

# 2. Office Space

Office space is assigned in accordance with the building blueprint that is attached in Exhibit A-1. In the building blueprint, CQ space is notated in gold, TNA space is notated in green, and the shared space is notated in blue.

#### 3. Main Entrance & Exit

CQ's main entrance and exit for staff and students is door #1. TNA's main entrance and exit for staff and students is door #2.

#### II. Operational Issues

#### 1. Teacher Workspace

Teacher work areas will not be common areas. Each school will maintain its own teachers' work area.

## 2. Common Space

Common Space includes the areas at the school that are shared by both schools. Such spaces are notated in blue in Exhibit A-1 and include the cafeteria, the Library & Media Center (LMC), the science prep room in the Annex, the atrium, and all outdoor spaces on the property. CQ and TNA will endeavor to share the Common Space in good faith and will work diligently to achieve and maintain a fair and balanced use of such spaces.

Use of the Common Space by staff and students will be coordinated through a system of shared Google calendars (one calendar for each space) that will be accessible to relevant parties at each school.

Notwithstanding the above and subject to change by mutual agreement of both schools, the schools agree in advance to allocate the following spaces on the following days and times for the duration of this Sharing Agreement:

- CQ will use the cafeteria for:
  - o Breakfast from 7:30 am -7:55 am
  - Lunch from 12:24 pm 1:22 pm (Monday-Thursday)
  - o Lunch from 11:55 am 12:52 pm (Fridays)
- TNA will use the cafeteria for:
  - o Breakfast from 8:00 am 8:30 am (Monday-Friday)
  - o Lunch from 11:15 am 12:20 pm (Monday-Thursday)
  - o Lunch from 12:55 pm 1:10 pm (Fridays)
  - o Snack from 4:10 pm 4:25 pm (Monday-Thursday only)
- TNA will use the LMC every Friday from 1:00 pm 4:30 pm

If either school wishes to use a Common Space, it will place a reservation on the calendar at least 24 hours in advance of use. Any space conflicts will be resolved between principals or their designees.

Finally, both schools agree to use best efforts to leave the Common Spaces in good condition after each use. This includes putting away the tables and chairs after each use of the LMC. It also includes generally leaving the Space in an equivalent or better condition than it was before the use.

# 3. Food service

CQ and Noble Academy will contract individually with FSP for food service. Each school is solely responsible for its own food program.

### 4. Bells

The bell schedule will be set for the schools by each principal. Adjustments to the bell schedules will be at the discretion of each principal. In additional, both principals agree to work together to limit disruption during testing days which may include turning the bell system off for both schools when one or both schools is/are testing.

### 5. After School Activities

After School activities will be coordinated individually by each school with the expectation that student events are completed by 7:00 PM. Events after 7:00 PM need to be calendared on a shared calendar so there is awareness around who is in the building after regular hours.

Schools are responsible for ensuring all of their students have exited the building nightly prior to the last staff member leaving the school building. The principal or designee will work with the other school to determine if there are opportunities to collaborate on after school activities in order to integrate school staff and students where relevant.

#### 6. Building Hours

CQ and TNA will work together to determine the most effective times for the arrival and dismissal of students. Additionally, CQ and Noble Academy will determine suitable hours of operations for the building and share appropriate hours on the shared Google calendar.

# 7. Parking

CQ and TNA will split the onsite parking spaces on an equal basis, where 50% of the spaces are allocated to CO and 50% of the spaces are allocated to TNA. The exact assignment and designation of the spaces will be agreed upon by the principals by no later than August 1, 2016. The principals will then be accountable for the appropriate use of the spaces by staff and students throughout the term of this agreement. In addition, from time to time a school maybe permitted to use more than its designated number of spaces, but this will only be done with the prior approval of both principals.

# 8. Exterior Signage

CQ and TNA will have an equal amount of exterior signage. As such, no single school will have a dominant presence enabled by signage that is larger, more extensive, or placed more prominently than that of the other school. Using these guidelines, the principals will agree to a signage plan that represents the schools fairly and equitably. This includes but is not limited to pole signs, window decals, and painted signage on any material, The proposed signage plan will be agreed upon by both principals by no later than August 1, 2016.

# 9. Emergency Management Plan

Administrators from both schools will co-create a shared plan by September 1, 2016.

# III: Cost Sharing

CO and TNA agree to equally share the costs for the following services, where each school is responsible for 50% of the charges regardless of enrollment or assigned square footage.

- Cleaning Services
- Utilities Natural Gas
- Utilities -- Electric
- Security Equipment
- Janitorial Supplies
- **Building Maintenance**
- Grounds and Landscaping Expenses

The assumption is that each school will carry the full cost of any services not listed above.

CICS Chicago Quest will maintain contracts for continuing services and bill back to Noble the associated costs to TNA.

Approvals

CICS/Civitas/ChicagoQuesta

Date: 7.11.16 7.12.16

Noble/The Noble Academy:

Date: July 8, 2016

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