MEMORANDUM OF UNDERSTANDING FOR SHARING ONE SCHOOL BUILDING OR CAMPUS LITTLE VILLAGE 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"), School X (Infinity High School), School XX (Multicultural Arts High School), School Y (Social Justice High School), and School YY (World Language High School). [School X], [School XX], [School Y], and [School YY] 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 3120 S. Kostner, Chicago, Illinois 60623 (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

- **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. <u>Guiding Principles</u>: 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. <u>Term</u>: 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

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. <u>Governance</u>: 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. <u>Commitment to Regular Meetings</u>: 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. <u>Dispute Resolution Process:</u> 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. <u>Filing</u>: 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:

Infinity High School

3120 S. Kostner

Chicago, Illinois 60623 Att: Mrs. Patricia Brekke Fax: 773-535-4257

IF TO:

Multicultural Arts High School

3120 S. Kostner

Chicago, Illinois 60623 Att: Mrs. Patriciia Gonzalez

Fax: 773-535-4257

IF TO:

Social Justice High School

3120 S. Kostner

Chicago, Illinois 60623 Att: Mr. Chad Weiden Fax: 773-535-4257

IF TO:

World Language High School

3120 S. Kostner

Chicago, Illinois 60623 Att: Mr. Stephen Ngo Fax: 773-535-4257

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 INFINITY H.S.

PRINCIPAL OF MULTICULTISTICAL ARTS H. S.

PRINCIPAL OF MULTICULTISTICAL ARTS H. S.

PRINCIPAL OF WORLD LANGUAGE H. S.

Director of Operations and Management Office of New Schools

PLANCIPAL OF WORLD LANGUAGE H. S.

Director of Operations and Facilities

PLANCIPAL OF WORLD LANGUAGE H. S.

CHIEF EDUCATION OFFICER, OFFICE OF EDUCATION

MOU Addendum: Annual Sharing Agreement between School "X (Infinity H. S.)", School "XX" (Multicultural Arts H.S.), School "Y (Social Justice H.S.)", and School "YY (World Language H.S.)" July 1, 2011- June 30, 2012

PART ONE: PHYSICAL SPACE

I. CLASSROOMS

- A. Infinity will be housed in the following classrooms: Suite 2 (Purple Building)
- B. Multicultural Arts will be housed in the following classrooms: Suite 4 (Green Building)
- C. Social Justice will be housed in the following classrooms: Suite 3 (Red Building)
- D. World Language will be housed in the following classrooms: Suite 1 (Blue Building)

II. OFFICE SPACE

- A. Infinity will use the reception and office area within each school as their office space.
- B. Multicultural Arts will use the reception and office area within each school as their office space.
- C. Social Jusice will use the reception and office area within each school as their office space.
- D. World Language will use the reception and office area within each school as their office space.

E.

III. MAIN ENTRANCES AND EXITS

- A. Infinity will enter and exit from Door1
- B. Multicultural Arts will enter and exit from Door 1
- C. Social Justice will enter and exit from door 1
- D. World Language will enter and exit from Door 1

MOU Addendum: Annual Sharing Agreement between School "X (Infinity H. S.)", School "XX" (Multicultural Arts H.S.), School "Y (Social Justice H.S.)", and School "YY (World Language H.S.)" July 1, 2011- June 30, 2012

PART TWO: OPERATIONAL ISSUES

I. STUDENT ENTRANCES AND EXITS

- A. Infinity will enter and exit from Door1
- B. Multicultural Arts will enter and exit from Door 1
- C. Social Justice will enter and exit from door 1
- D. World Language will enter and exit from Door 1

II. TEACHERS' WORK AREA

- A. Infinitywill use the reception and office area within each school as their office space.
- B. Multicultural Arts will use the reception and office area within each school as their office space.
- C. **Social Justice** will use the reception and office area within each school as their office space.
- D. **World Language** will use the reception and office area within each school as their office space.

III. COMMON AREAS

- A. The Schools will share the following Common Areas: the cafeteria; the gymnasiums; the library; the auditorium; Parking Lot, dance studio, weight room, Distance Learning, former Staff Lunchroom, Workshop, Room 100A (Multicultural Arts), the Art and Music Classroom, former Day Care Room and ("Common Areas") 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: Use of the gymnasiums will be determined by the Master Schedule
 - 2. Cafeteria: The use of the cafeteria will be established on the rotation basis. For the 2011-2012 school year: SOJO 3-4; MAS 7; INFINITY 5; WORLD LANGUAGE 6
 - 3. Library: Reservations for the use of the Library services, space or resources must be made in person via use of the library reservation log located at the reference desk. Reservations for the library services, space or resources can

- be made up to two weeks in advance but not exceeding two weeks. Use of library services, space or resources may not exceed two consecutive weeks.
- 4. Auditorium: Beginning the 2009-2010 school year the following calendar will be observed: MONDAY: Infinity: TUESDAY: Multicultural Arts; WEDNESDAY: World Language; THURSDAY: Social Justice. The first come- first served rule will be applied for FRIDAY.
- 5. Play Lot: DNA
- 6. Parking Lot: Parking spaces in front of the Main Entrance have been designated for Principals and Visitors. Five parking spaces for: 4 administrators and Campus Manager will be assigned in the Faculty parking lot. Faculty and staff will use the FACULTY parking lot on the first comefirst served basis. School will provide stickers to be displayed on the lower right corner of the rear window. Staff will register cars at each school yearly to receive a new parking sticker. Roster will be provided to the Campus Manager no later than September 10. Students will not be allowed to park in the Faculty parking lot.
- 7. Post-Secondary Lab: Reservations for the use of the GEAR UP computer lab must be confirmed with Kadeejah Lasuc or Keith Lewis (5-4237)

IV. ADDITIONAL ITEMS

- A. Storage Closets: <u>Each school will used areas designated within each school as storage areas.</u>
- B. Other:

V. PHYSICAL PLANT

- A. Chief engineer will open the building each weekday morning.
- B. Engineer II will close the building each weekday evening.
- C. Chief Engineer/designee will be in charge of turning on and off the lights.
- D. Chief Engineer/designee 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. Chief Engineer/designee 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 in charge of security and Campus Manager

IX. ABSENCE

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

X. OTHER:

- 1. CAMPUS WIDE POSITIONS: All Campus wide positions will be advertised
- 2. For the 2010 2011 school year, the Library position in each school will be designated as follows: Social Justice: LIBRARY/ CAMPUS YEARBOOK; Multicultural Arts: ESL/BILINGUAL LEAD TEACHER; World Language: CAMPUS PROGRMMER/SCHEDULER; Infinity: TECH TEACHER/TECH COORDINATOR.
- 3. FUNDS FOR CAMPUS ACTIVITIES: Funds for campus wide activities will be allocated every year. Funds (\$5.00 per student) will be generated from student activities fee. Each school will contribute \$1,000 for the Library (\$500.00 for instructional materials and \$500.00 for supplies). Schools should make a check payable to LVHS no later than September 15. Personnel in charge of the ESL, P.E, Library, Scheduling anf technology will submit a budget request By February 1, 2012.
- 4. SUMMER SCHOOL: The administration and supervision of the Summer School programs will be established on the rotating basis beginning with World Language for the 2009 summer, Infinity 2010, Multicultural Arts 2011 and Social Justice 2012.
- 5. FUNDRAISERS: There will be FOUR school wide fundraising activities: First Quarter: World Language, Second Quarter: Infinity, Third Quarter: Social Justice and Fourth Quarter: Multicultural Arts. On the rotation basis each school will be responsible to lead and manage one of the activities.
 Funds collected during these activities will be deposited on the Campus Internal Account and should be used to support students' activities ONLY
 - Each school is authorized to conduct up to 3 campus wide fundraising activities to support CLUBS. Sells for these activities will be conducted during the school's lunch period and within each school boundaries ONLY. Applications for these fundraising activities are due by October 1.
- 6. OTHER: On an annual basis, LVLHS will facilitate a campus-wide orientation with all faculty and staff focusing on the following issues: emergency plan, safety plan, crisis plan, handicapped/disabilities plan, campus-wide protocols for sharing facilities, scheduling, after-school programs, sports, etc. The orientation will take place on the first day of professional development in August.
- 7. The following schedule has been established to supervise after school activitie until 6:00 p.m.:

SOJO: Wednesday; WORLD LANGUAGE: Monday; MAS: Thursday; INFINITY: Tuesday.

- 8. The following schedule has been established to supervise Saturday school Activities:
 - First Saturday: World Language Second Saturday: MAS Third Saturday: SOJO and Fourth Saturday: Infinity
- 9. The Campus Manager will lead the development and implementation of the Emergency Management Plan

Campus-wide Procedures:

Students (or students and parents) sign an agreement to follow school-wide procedures – A one pager that lists behavioral expectations, agreements, and consequences)

Campus Manager should monitor compliance with campus-wide procedures and make a report each month to the principals.

Electronics Policy:

Electronics including, but not limited to, iPods, MP3 players, CD player, cell phones, and GameBoys are not permitted in the school building.

A letter from the parent / guardian must be on file at the appropriate school for students that carry electronics. The letter must explain the reason(s) why the student carries the electronic device and have a parent signature.

In cases where students have electronics and they are visible, the following will occur:

- The device will be taken by an adult (security, teacher, administrator, Campus Manager)
- The device will be held until the Friday of the week in which the device was taken from the student
- The device will be returned to the student's parent / guardian after a conference that will take place after 3:00 PM

Students who fail to give the device to the campus staff member will receive the following consequence(s):

- 1. Suspension = 1 day for first refusal, 2 days for second refusal, etc.
- 2. Suspension = 5 days for refusal with disrespect (foul language, name calling, etc.)

Dress Code Policy:

Students are not permitted to wear clothing depicting the following:

- Gang affiliation
- Violence (guns or any weapons, violent television / movie characters)
- Profanity
- Sexual content
- Drugs / Alcohol

Head coverings including, but not limited to, do-rags, hats, scarves, head wraps, and bandanas may not be worn in the school building. Student must place these items in their lockers.

Hoodies may not be worn around the building. Students are required to hang their hoodies in their lockers prior to the start of their school day.

Jackets and coats may not be worn around the school building. Students are required to hang their coats / jackets in their lockers before reporting to their first class.

Earrings must be worn in both ears and must match. Earrings may not depict the content listed above.

Shoes must be closed-toed and the shoe laces must match in color. Sandals, slippers, house shoes or flip-flops may not be worn. This is a security precaution the campus takes to ensure student safety.

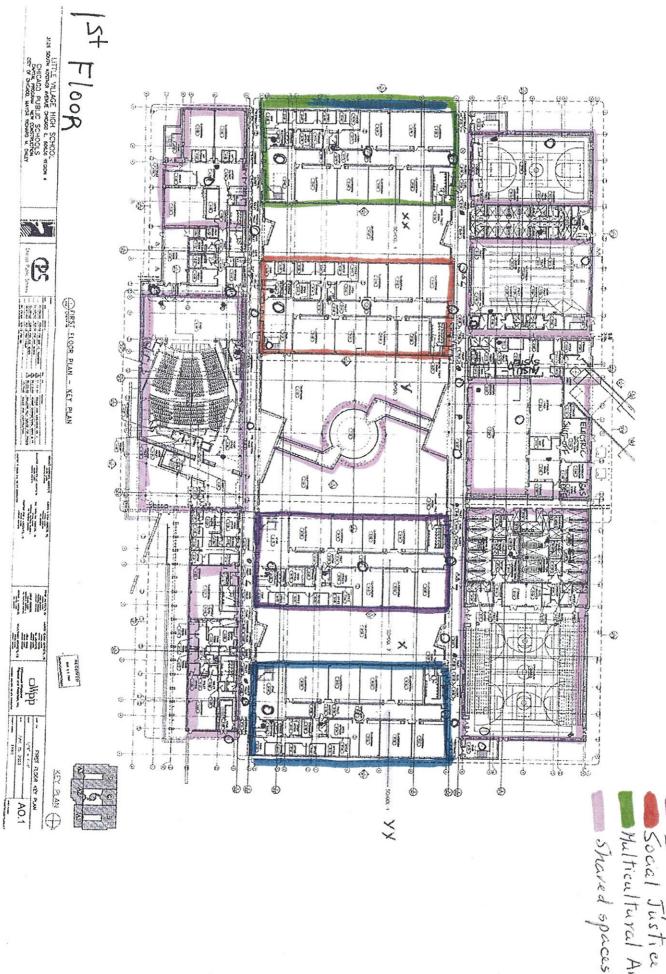
Skirts or dresses must be finger-tip length. Shorter skirts must be worn with leggings/tights.

Students must wear their school ID's at all times while in the building.

PASSES

- Color code by school
- Students who are walking in public spaces within the building during classes MUST have a PASS detailing their destination and signed and dated by a teacher / administrator

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].



World Language
Infinity
Social Justice
Multicultural Avi

(1)