MOU Addendum: Annual Sharing Agreement between "Daniel Hale Williams Preparatory School of Medicine at DuSable High School", "Bronzeville Scholastic Institute at DuSable High School", and "DuSable Leadership Academy of Betty Shabazz International Charter School"

July 1, 2011- June 30, 2012

PART ONE: PHYSICAL SPACE

I. CLASSROOMS

- **A.** Bronzeville Scholastic Institute will be housed in the following classrooms: 129,146,149,151,155,210,211,212,213,221,223,225,227,229,233, 235,246,248,249,250,251,252,253,254,264,265,266,268,269 and 270.
- **B.** Daniel Hale Williams Prep School of Medicine will be housed in the following classrooms: 101,104,107, 109, 110, 113,135,167, 201, 203, 204, 205, 206, 207, 208,301,302,303,304,305,306,307,308,309, 310 and 353.
- C. <u>DuSable Leadership Academy Charter High School</u> will be housed in the following classrooms: 311,312,313,314,315, 316, 317, 319, 320, 321,323,324,325,330,332,346,348,349,350,352,354, 364, 365,366, 367,368,369 and 370.
- **D.** Science Labs (shared space): BSI will use 129, 231, 235,151; DHW will use 133, 135, 329; DLA will use 327, and 335. The south end courtyard will be shared space for science.

II. OFFICE SPACE

- **A.** Bronzeville Scholastic Institute will use 125 as their main office space. The principal's office will be in room 115,123,125. The Assistant Principal will use room 260.
- **B.** Daniel Hale Williams Prep School of Medicine will use 117 as their main office space. The principal's office will be in room 119 and the Assistant Principal in room 120 and 207.
- C. <u>DuSable Leadership Academy Charter High School</u> will use room 174 as their main office space. The principal's office will be in room 170. The Business Office Manager will use room 160 and room 360 will be used as the Dean's Office.
- **D.** Room 165 until ready as a counseling suite will house the CPS Social Worker, Nurse, Psychologist and any other ancillary staff.

III. MAIN ENTRANCES AND EXITS

- A. All freshmen students will enter through the main entrance.
- B. <u>Bronzeville Scholastic Institute's</u> students will enter entrance B and exit from "E".
- C. <u>Daniel Hale Williams Prep School of Medicine's</u> students will enter main entrance and exit from "H".
- D. <u>DuSable Leadership Academy Charter High School's</u> students will enter entrance B and exit from "F" at the main entrance.

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PART TWO: OPERATIONAL ISSUES

I. STUDENT ENTRANCES AND EXITS

- A. All freshmen students will enter through the main entrance.
- B. <u>Bronzeville Scholastic Institute's</u> students will enter entrance B and exit from "E".
- C. <u>Daniel Hale Williams Prep School of Medicine's</u> students will enter main entrance and exit from "H".

<u>DuSable Leadership Academy Charter High School's</u> students will enter entrance B and exit from "F" at the main entrance.

II. TEACHERS' WORK AREA

- A. <u>Bronzeville Scholastic Institute</u> will use room 251 and 127 as a teachers' work area.
- B. <u>Daniel Hale Williams Prep School of Medicine</u> will use rooms 104 and 106 as teacher work areas.
- C. <u>DuSable Leadership Academy Charter High School</u> will use room 315 as a teachers' work area.

III. COMMON AREAS

- A. The Parties will share the following Common Areas: the two cafeterias; the gymnasiums and locker rooms; sports team rooms, 2 dance rooms 355 and annex 358, the library; the auditorium; the music and art rooms; room 102 physical education room; the 2 courtyard spaces with the north end sanctuary garden used as a social space; the parking lots; and room 121.
- 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. A clerk (or Campus Clerk if hired) will maintain a campus calendar and common room chart in room 117, the campus office shared with DHW Prep and BSI.

MOU Addendum: Annual Sharing Agreement

IV. ADDITIONAL ITEMS

- **A.** Storage Closets:
 - 1. Bronzeville Scholastic Institute will use rooms 155(rear),236 and 259 for storage.
 - 2. Daniel Hale Williams Prep School of Medicine will use rooms 103A, 267 and 108 for storage.
 - 3. DuSable Leadership Academy Charter High School will use rooms 332 vault, 333, 337 and 347 for storage.
 - 4. DuSable High School Campus office will use room 114 for package receiving room and storage for the campus.

V. PHYSICAL PLANT

- **A.** The engineer will open the building each weekday morning.
- B. The engineer will close the building each weekday evening.
- C. The engineer will be in charge of turning on and off the lights.
- **D.** The engineer will be in charge of the HVAC system.
- **E.** The engineer will be in charge of the security system.

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 in section XIII.
- **D.** The chief engineer will provide at each campus team meeting a copy of the O&M budget for DuSable Campus and a current projects report/schedule

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 the Building Engineer, Principals, Portfolio Manager and Area Facility Manager.

VIII. SECURITY

- **A.** The Building Engineer and Principals 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 monitored, to the extent he/she will be on campus, by the Campus Manager, and, in his/her absence, with assistance of the Principal of the school with the largest enrollment.
- C. The three Principals will agree upon and fund a security supervisor position which will daily supervise and monitor building security.
- **D.** The security staff will be evaluated as set forth in section XIII.
- E. Security staff will be hired and supervised by the Campus Manager. The three principals must reach a consensus on the hiring of Campus Security personnel. In the absence of the Campus Manager the CPS school with the largest enrollment will assist in supervision
- **F.** The Campus Manager and three Principals with the assistance of the Campus Security Supervisor will reach an agreement regarding the rotation of security positions for the eight Campus Security Officers.

IX. ABSENCE

A. If any of the above individuals are absent or not available on a particular day, << The Building Engineer's designee>> will be responsible for that function.

X. LUNCHROOM:

- A. The campus manager will monitor and communicate with the lunchroom manager and staff on behalf of all schools in the building when available.
- **B.** The lunchroom manager will supervise the lunchroom staff.
- C. Concerns regarding the lunchroom staff will be directed to the Campus Manager. In his/her absence, contact the CPS school with the second largest enrollment.

XI. PUPIL SUPPORT STAFF:

A. The following agreements shall be made regarding pupil support staff: Bronzeville Scholastic Institute, Daniel Hale Williams Prep School of Medicine, and DuSable Leadership Academy will share with funding a campus clerk (or variation thereof), CPS school nurse, CPS social worker, and CPS psychologist

XII. SECURITY - ADDITIONAL CLARIFICATION

A. Security at DuSable Campus is the joint responsibility of school security and campus security officers. School security officers are individuals paid directly from the budget of a particular school hired to provide security solely for that particular school. Campus security officers are individuals paid directly from the DuSable Campus budget staffed to provide some security services for all schools operating

in the building, as well as individual security services for particular schools as agreed by all three campus Principals.

A campus security schedule will be developed by the Campus Manager with the assistance of the Campus Security Supervisor. The schedule will be reviewed by the three Campus Principals or their designee before official distribution. Notification of any changes or updates to the schedule must be given to the three Campus Principals with time to satisfy any concerns before official distribution

Campus security officer will be assigned in adequate numbers to first ensure all: (1) students and visitors entering the DuSable Campus throughout the school day are scanned and their personal belongings x-rayed, and all items prohibited by the Chicago Public Schools are detected through this process and not allowed into the building; (2) students are contained in the first floor cafeteria from the time the school building opens until 7:45 a.m., (3) students, upon leaving the cafeteria at 7:45 a.m. or entering the building after 7:45 a.m., follow the path to their school designated by that school's Principal; (4) first floor entry doors not staffed by campus security remain closed and locked from the outside until the school day ends for each campus, and (5) students who exit the building at the end of their school day are not allowed back into the building unless accompanied by a parent, teacher or supervisor of an approved after school program.

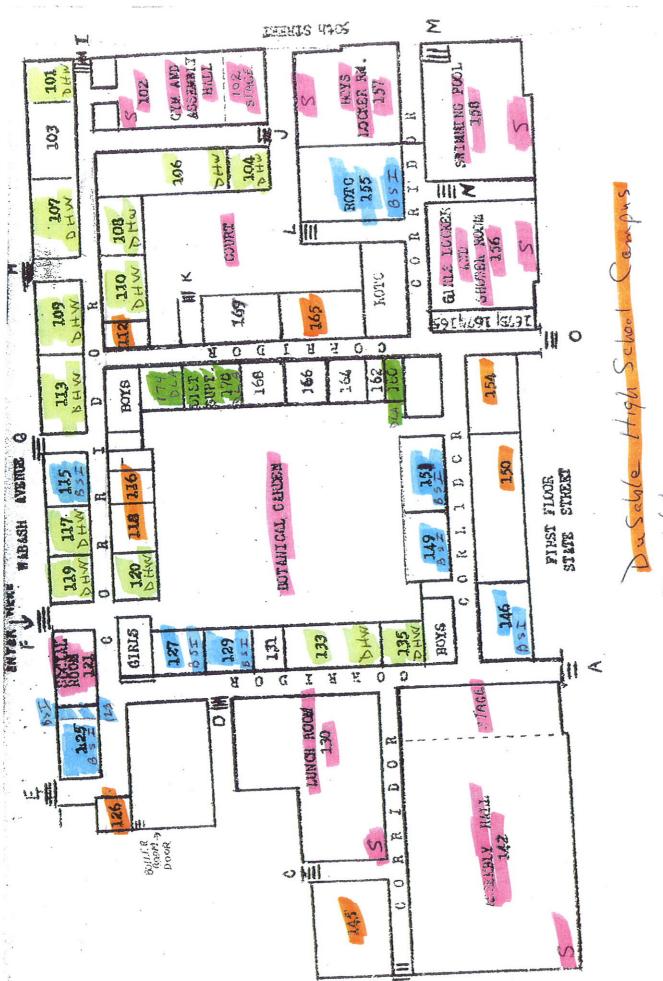
All remaining campus security officers not needed to carry out the responsibilities in the preceding paragraph will be assigned to provide security for a particular school -- except schools opting out of campus security are not entitled to have remaining campus security assigned to their area. The formula used to assign remaining campus security to eligible schools will not take into consideration school security officers paid for directly by a school.

Regardless of the school a student(s) attends, whenever campus or school security officers witness behavior that may be or become dangerous to a student(s) and/or staff, it is the responsibility of that officer to immediately communicate it to the student's Principal or the Principal's security designee or address the matter directly. The three principals will designate in writing incidents that arise to the level of an all campus emergency and the method for communicating such an event. When an all campus emergency alert is given, all available campus and school security officers will respond and provide assistance at the direction of the security officer on the scene from the school where the incident is taking place

XIII. EVALUATION OF CAMPUS FACILITIES AND CPS SUPPORT SERVICES PERSONNEL

A. The Campus Manager and Principals of the three schools shall develop and complete **bi-annual performance surveys** that offer assessments of the services of shared personnel including engineers, lunchroom staff, security, and the campus clerk position or variation thereof.

- **B.** The **surveys** are to be completed by dates agreed upon in advance for **January** and **April** of the current Annual Sharing Agreement school year.
- C. Preliminary performance evaluations are to be determined by May 31.
- **D.** The **final evaluations** will not be submitted to CPS until a consensus has been reached by all three Principals except when the Principals fail to comply with the deadline by CPS.
- **E.** Principals are to be provided a copy of all evaluations submitted to CPS within two weeks of their submittal.
- XIV. 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].



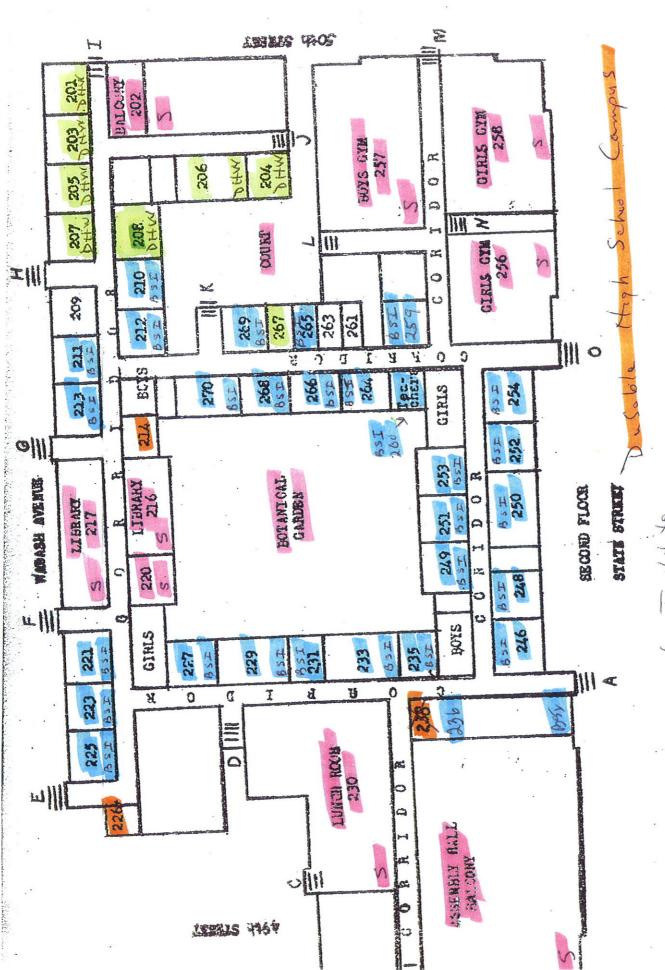
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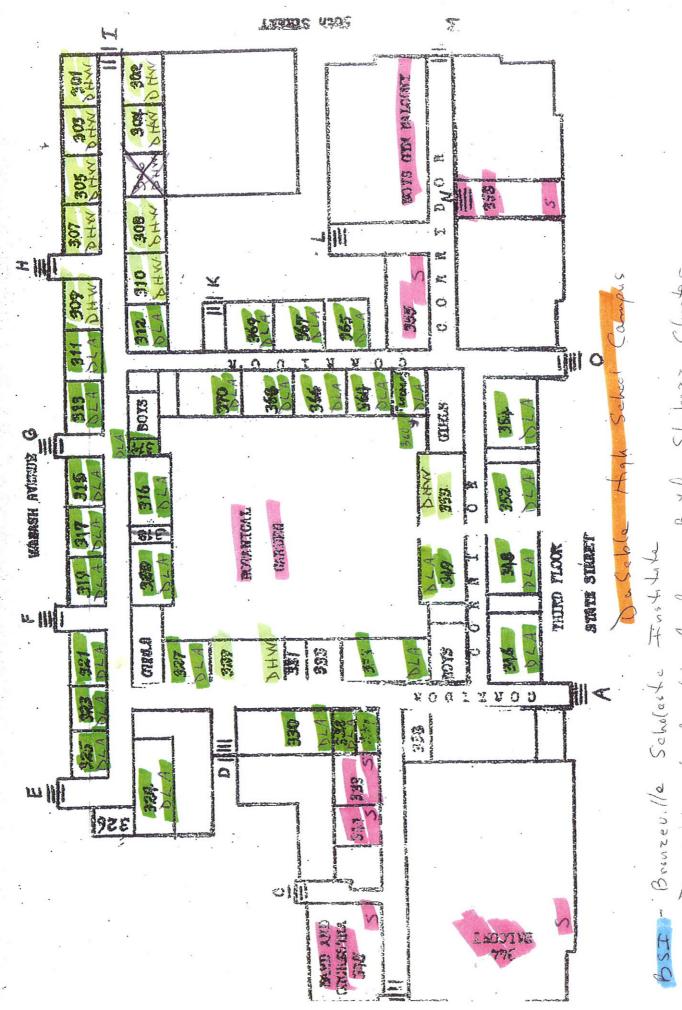
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MEMORANDUM OF UNDERSTANDING FOR SHARING ONE SCHOOL BUILDING OR CAMPUS DUSABLE HIGH SCHOOL CAMPUS

This Memorandum of Understanding for sharing one school building or campus ("MOU") is effective as of the first day of July, 2011 (the "Effective Date"), by and among the Board of Education of the City of Chicago, a body politic and corporate (the "Board"), School X ("Daniel Hale Williams Preparatory School of Medicine at DuSable High School"), School Y ("Bronzeville Scholastic Institute at DuSable High School"), and School Z ("DuSable Leadership Academy of Betty Shabazz International Charter School. [School X], [School Y], and [School Z] 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 4934 S. Wabash Ave., Chicago, Illinois, 60615 (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. <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 ("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. <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. <u>Notices to Parties</u>. 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

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:

Dusable Campus

4934 S. Wabash Ave. Chicago, Illinois 60615

Attn: Diann Weston/Dr. L. Williams/Dr. E. Mosley

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. Diann N. Weston, Principal Daniel Hale Williams Preparatory School of Medicine at DuSable High School Catunja O. Williams Date 04/28/11 Dr. Latunja O. Williams, Principal Daniel Hale Williams Preparatory School of Medicine at DuSable High School **DuSable Leadership Academy of Betty Shabazz International Charter School** Eugene S. Henry Jr. DuSable High School Campus Manager Claudia Duezada Director of Operations and Management Office of New Schools Date 7-/3-// DIRECTOR. OFFICE OF OPERATIONS AND FACILITIES Date

Entire Agreement; Amendment. Except as otherwise provided herein, this

CHIEF EDUCATION OFFICER.

OFFICE OF EDUCATION