

**MEMORANDUM OF UNDERSTANDING FOR SHARING ONE  
SCHOOL BUILDING OR CAMPUS  
AUSTIN 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”), **Austin Business and Entrepreneurship Academy (ABEA), Austin Polytechnic Academy (APA), and VOISE.** ABEA, APA, and VOISE 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 231 N. Pine, 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, 16<sup>th</sup> Floor  
 Chicago, Illinois 60603  
 Attn:  
 Fax:

with a copy to: General Counsel  
 Board of Education of the City of Chicago  
 125 South Clark Street, 7<sup>th</sup> Floor  
 Chicago, Illinois 60603  
 Fax: (773) 553-1701

**IF TO ABEA:** 231 N. Pine  
 Chicago, IL  
 4<sup>th</sup> Floor  
 c/o Ms. Jasmine Mitchell  
 (773) 534-6300

**IF TO APA:**

231 N. Pine  
Chicago, IL  
1<sup>st</sup> Floor  
c/o Mr. Fabby Williams  
(773) 534-6316


**IF TO VOISE:**

231 N. Pine  
Chicago, IL  
3<sup>rd</sup> Floor  
c/o Mr. Todd Yarch  
(773) 534-0660

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 ABEA

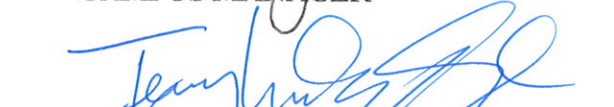
  
PRINCIPAL OF VOISE

  
Director of Operations and  
Management  
Office of New Schools

  
CHIEF AREA OFFICER

  
PRINCIPAL OF APA

  
CAMPUS MANAGER

  
DIRECTOR,  
OFFICE OF OPERATIONS AND FACILITIES

  
CHIEF EDUCATION OFFICER,  
OFFICE OF EDUCATION

**MOU Addendum: Annual Sharing Agreement between  
Austin Business Entrepreneurial Academy (ABEA), Austin Polytechnic  
Academy (APA), and VOISE  
July 1, 2011- June 30, 2012**

**PART ONE: PHYSICAL SPACE**

**I. CLASSROOMS**

- A. ABEA will be housed in the following classrooms: All of the 4<sup>th</sup> Floor classrooms and Room 124.
- B. APA will be housed in the following classrooms: All of the 2<sup>nd</sup> floor plus, all of the classrooms on the first floor except rooms 124, 107 and 108.
- C. VOISE will be housed in the following classrooms: All of the 3<sup>rd</sup> floor plus room 108.
- D. ABEA will use gym room 204 during the school day
- E. APA will use gym room 214 during the school day
- F. VOISE will use gym room 230 during the school day
- G. Gym room 204 will be used for Campus sports teams after 3PM
- H. Gym rooms 214 & 230 will be used two days a week by ABEA, and available to all schools the other days on a first come basis.

**II. OFFICE SPACE**

- A. ABEA will use Rooms 112, 102, 103, and 103A, 103B, and 403.
- B. APA will use Rooms 100, 100B, 100D, 101, 134A/B, 140, 200, and 231.
- C. VOISE will use 108 as their office space.

**III. MAIN ENTRANCES AND EXITS**

- A. All schools will enter the auditorium doors and exit from doors 1 & 2.

**MOU Addendum: Annual Sharing Agreement between  
Austin Business Entrepreneurial Academy (ABEA), Austin Polytechnic  
Academy (APA), and VOISE**

**PART TWO: OPERATIONAL ISSUES**

**I. STUDENT ENTRANCES AND EXITS**

- A. All schools will enter the Auditorium doors...
- B. All schools will exit from doors 1 & 2.

**II. TEACHERS' WORK AREA**

- A. Each school will use a room in their designated space.
- B. All schools will share first floor teacher's lunch room, Rm. 123.

**III. COMMON AREAS**

- A. The Schools will share the following Common Areas: the cafeteria; the gymnasium; the library; the auditorium; the playground; Parking Lot; and Room 105, 107, ("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 1<sup>st</sup> 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:
  - 2. Cafeteria: APA will have the 1<sup>st</sup> lunch period, 10:15-11:15, ABEA will have the 2<sup>nd</sup> lunch period- 11:15-12:15 lunch period, and VOISE will have the 3<sup>rd</sup> lunch period 12:15 to 1:15.
  - 3. Library: DNA
  - 4. Auditorium: per weekly use
  - 5. Playground: DNA
  - 6. Parking Lot: by assignment of parking space

**IV. ADDITIONAL ITEMS**

- A. Storage Closet: All 3 schools will share room 110 but each will have a designated locked area.
- B. Room 222 will be used for Campus-Wide sports practices.

**V. PHYSICAL PLANT**

The Engineer:

- A. will open and close the building each weekday.
- B. will be in charge of turning on and off the lights.
- C. will be in charge of the HVAC 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 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. The Engineer 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 the Campus Manager and Principals.

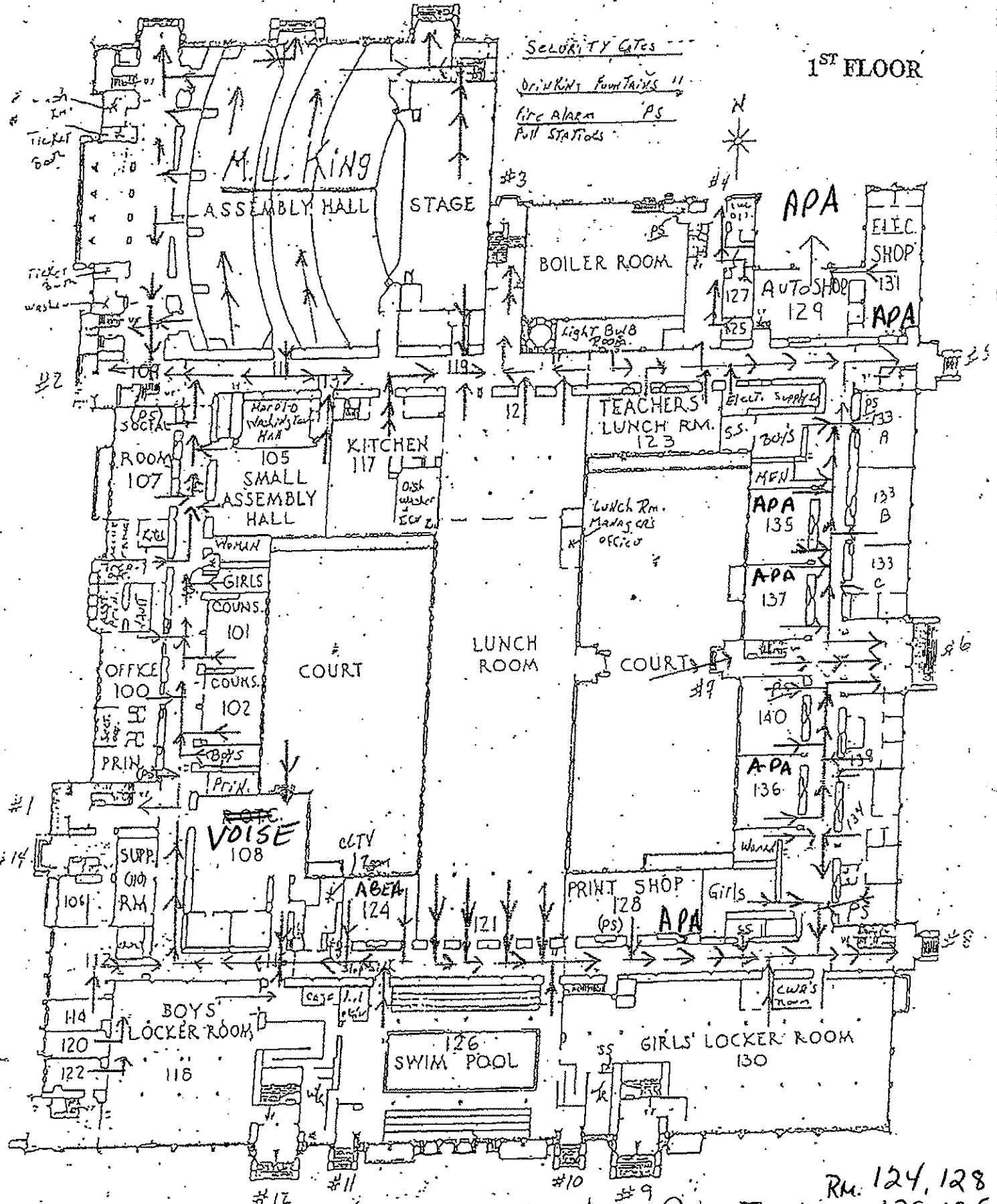
**IX. ABSENCE**

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

**X. OTHER:**

**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*].

# 1st Floor Austin Campus

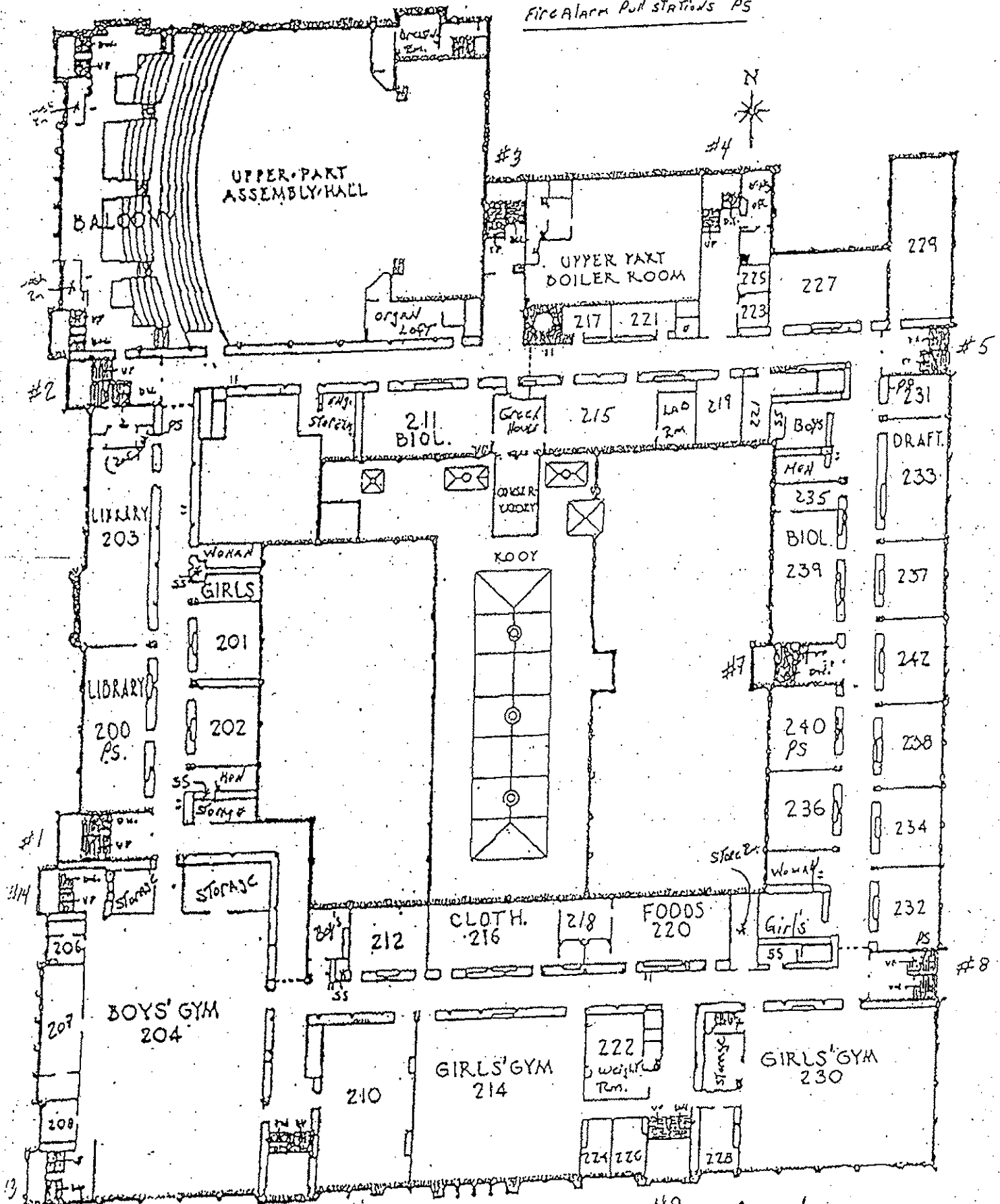


All CLASSROOMS (6) are Austin Poly Tech  
 except Room 124. Which belongs to ABEA

RM: 124, 128  
 129, 135  
 136, 137

# 2nd Floor - Austin Campus

SECURITY GATES -----  
 DRINKING FOUNTAINS ||  
 FIRE ALARM PULL STATIONS PS



\* All classrooms on the 2nd Floor are Austin

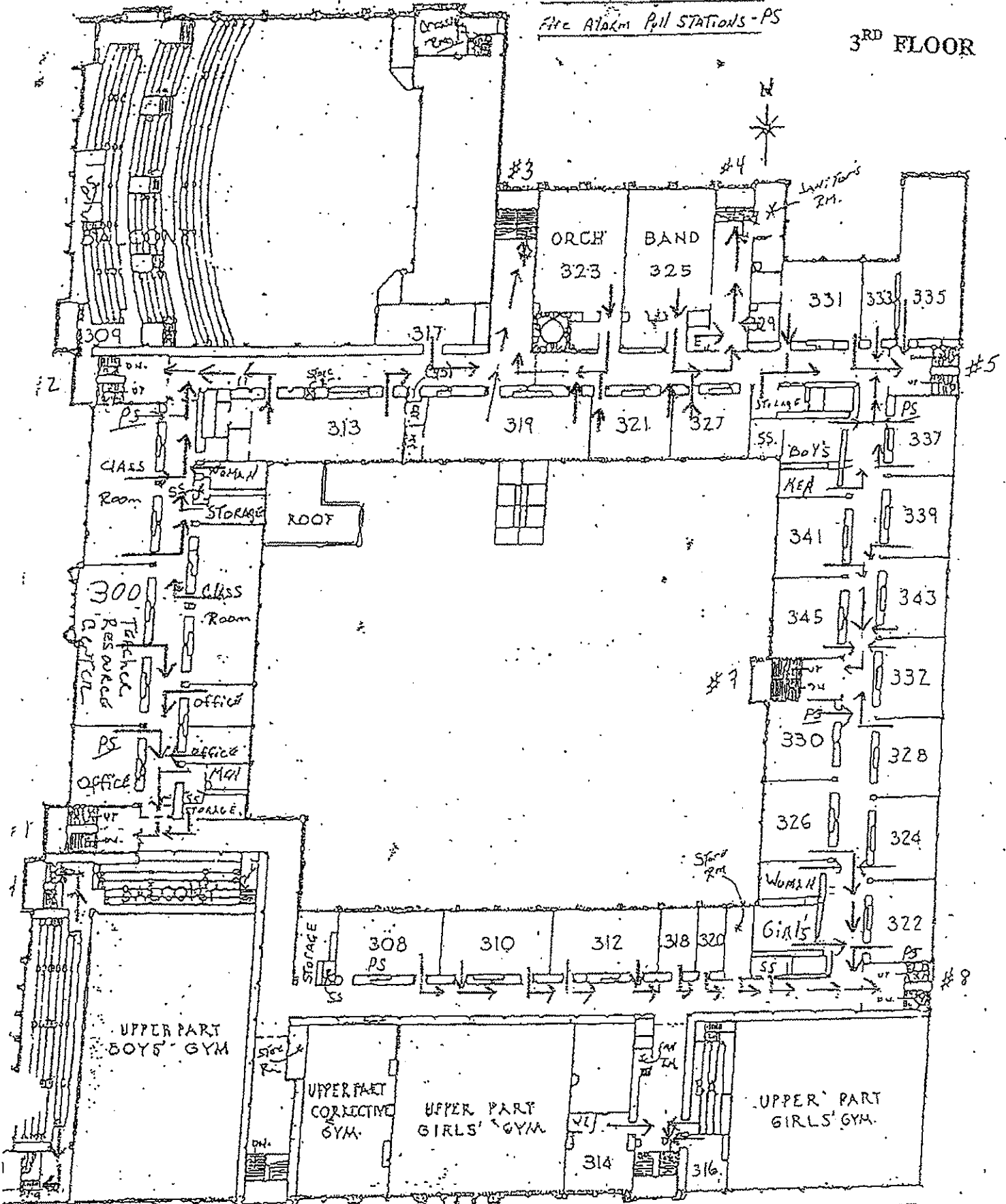
# \* 3rd Floor - Austin Campus

SECURITY GATES ----

Drinking Fountains - 11

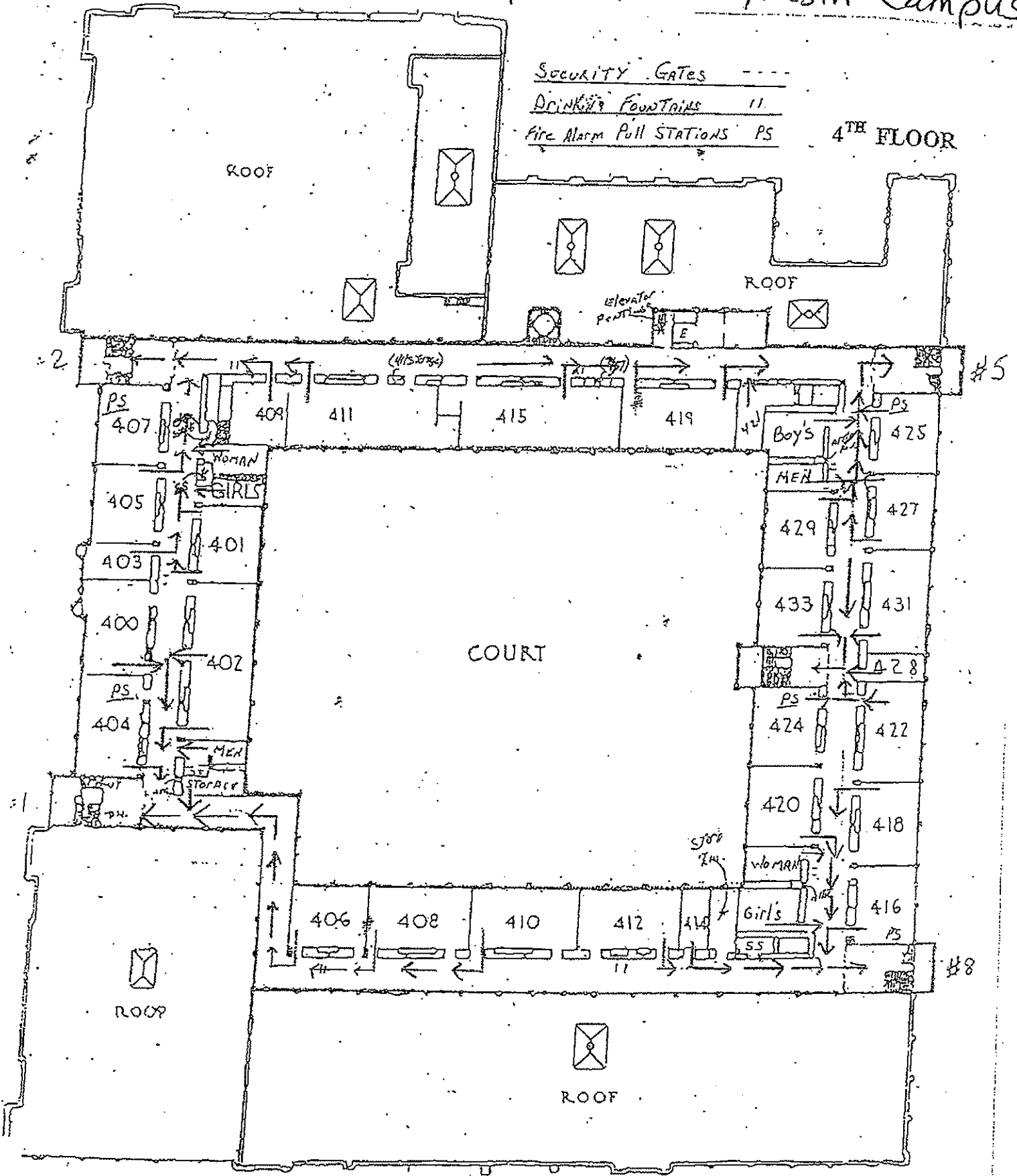
FIRE ALARM Pull STATIONS - PS

## 3<sup>RD</sup> FLOOR



\* All classrooms on 3rd Floor are VOISE.

# 4TH FLOOR Austin Campus



\* All Room on 4TH Floor are Austin Business/ Entrepreneurship N.S.