Chicago Public Schools Policy Manual

Title: **SHARED FACILITY POLICY**
Section: **410.7**
Board Report: 05-0126-PO1 **Date Adopted:** February 23, 2005

Policy:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board of Education (the "Board") adopt a new Shared Facility Policy.

POLICY TEXT:

I. Purpose and Goals

The Chicago Board of Education has expressed its intention to create more small schools through the transformation of some existing CPS school buildings and the limited construction of new buildings. Many of CPS existing school facilities were constructed during a different era, one in which the prevailing model for schools was large scale buildings intended to accommodate large student populations and classroom sizes. As the Board moves forward with the creation of more and better small school options, the need to house more than one school in a facility and therefore, the need for the Board to articulate a common vision and plan for shared facilities has arisen.

The Shared Facility Policy builds upon the extensive experience CPS has had in creating small schools and providing opportunities and support for small schools to share one facility. The Policy is guided by six essential principles for successful building sharing which stem from that experience:

(1) A commitment to the equitable use of facilities to accrue the greatest benefits of schools sharing buildings.

(2) The establishment and maintenance of strong relationships among school leaders in a shared facility.

(3) Strategic thinking about physical space and visual cues in a shared building so as to foster the maintenance of distinctive identities of each individual school.

(4) The development of a detailed and thoughtful Memorandum of Understanding and Sharing Agreement to memorialize all agreements between individual schools related to the shared facility arrangement.

(5) A conflict resolution process that enhances the legitimacy of the agreements made between individual schools and provides an efficient means for resolving any conflicts.

(6) The capitalization on the benefits of building sharing through the pooling of resources in order to better serve the students in each individual school.

II. Definitions

A "Shared Facility" is a CPS building (owned or leased by the Chicago Board of Education) that houses more than one CPS school, each of which is autonomous, have their own school leader(s), their own governing body and CPS identification number. A CPS building may become a Shared Facility in one of four ways: (1) A Host School that previously occupied a CPS building alone may be joined by one or more additional schools; (2) A school may move into an unoccupied or newly constructed CPS building in one year with an additional school or schools entering the building in subsequent years; (3) Two or more

schools may move into an unoccupied or newly constructed CPS building in the same year; (4) A school may move into an unoccupied or newly constructed CPS building with a community organization or other entity.

A “Campus” is the physical building and adjoining or related grounds and facilities to be used as a Shared Facility.

A “Campus Manager” is a CPS administrator responsible for overseeing general operations on Campus, facilitating the sharing of space among the individual schools in a shared facility and the maintenance of agreed upon common areas on the campus. The Campus Manager is hired by the Chief Executive Officer (“CEO”) or his designee and is compensated by the Board, not the individual schools in a shared facility.

A “Host School” is a school that welcomes another individual school into the CPS school building that it has occupied alone prior to the building becoming a Shared Facility.

III. Application of Policy

Beginning in fiscal year 2005, the Shared Facility Policy shall apply to all schools housed in a CPS Shared Facility, regardless of whether the school is a charter school, contract school, performance school, small school or other CPS school. However, where a CPS Shared Facility is comprised solely of more than one charter school or contract school or a combination of contract and charter schools, the extent to which this policy applies shall be governed by each individual school’s charter agreement or contract school performance agreement and lease agreement.

Those schools housed in a shared facility prior to fiscal year 2005 shall have one-hundred and eighty (180) days following the adoption of this Policy to submit a Memorandum of Understanding and Sharing Agreement referenced in Section VI. The CEO shall determine the applicability of Section VII following each school’s submission of the required Memorandum of Understanding and Sharing Agreement.

The fact that a Host School previously occupied an entire CPS building alone and later becomes a Shared Facility does not give that school any preferential treatment under this Policy. Each autonomous school within a Shared Facility shall have equal status.

IV. Identification of Potential Shared Facility Opportunities

It is in the best interest of the Board, students and the community CPS serves to identify the CPS buildings that are not being utilized at full capacity and to improve the use of those facilities. One potential use for underutilized buildings is transformation from a single school facility to a Shared Facility by bringing one or more additional schools into the building.

Each year, prior to the release of a Request for Proposals under the Renaissance 2010 Initiative, the CEO or his designee will perform an assessment of the underutilized buildings owned by the Board. This assessment will be conducted by the Department of Demographics and Planning and the results shall be provided to the CEO or his designee. The results shall be reviewed to determine whether there are any buildings appropriate for conversion into a Shared Facility.

V. Comprehensive Space Analysis

Once the Board conducts a preliminary analysis and identifies a building as a potential Shared Facility and prior to the building’s occupation by two or more schools, the CEO or his designee shall commission the preparation of a comprehensive space analysis of the facility. The comprehensive space analysis shall be conducted in consultation with the Department of Operations, the New Schools Development Department, outside facilitators or consultants and whenever possible, representatives from the individual schools that will be located in the facility.

In addition, any proposal submitted to CPS to open a school in a Shared Facility shall include an explanation of how the school intends to utilize the space within a building and a proposal for the allocation and use of shared space given the school's specific programmatic needs.
The comprehensive space analysis shall consider both short and long term projections for the utilization of space in the facility based upon the optimal use of the building by two or more schools. The analysis shall also include a review of the proposals submitted by individual schools regarding the utilization and allocation of space within a building as well as a school's specific programmatic needs. The analysis shall also include an assessment of improvements that should be performed to support the occupation of the facility by two or more autonomous schools.

VI. Memorandum of Understanding and Sharing Agreement

Prior to the occupation of a CPS facility by two or more individual schools, the schools shall submit a Memorandum of Understanding and fully executed Sharing Agreement to the Campus Manager. The Campus Manager shall submit both documents to the CEO or his designee.

A. Memorandum of Understanding ("MOU"). A MOU shall be prepared by and shall be binding on all individual schools sharing a CPS facility. The MOU may be amended annually to accommodate changed circumstances or agreements between the individual schools. All MOUs shall include the following components:

1. Memorialization of Mutually Agreed Upon Principles. This section of the MOU shall state the overarching principles by which the individual schools shall operate as a whole.

2. Understanding of Campus Manager Roles and Responsibilities. This section of the MOU shall set forth an outline of how the facility itself shall be governed and details the scope of the Campus Manager's roles and responsibilities under this Policy and any additional duties or responsibilities the parties agree shall be handled by the Campus Manager.

3. Plan for Regular Communication Among Schools. This section of the MOU shall set forth a mechanism for regular communication among the individual schools and with the Campus Manager and a process for the equitable resolution of any conflicts.

B. Sharing Agreement. The MOU shall also include, as an addendum, a Sharing Agreement that is signed by representatives from each school. The Sharing Agreement shall identify 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. The Sharing Agreement shall also include a labeled blueprint or map of the Campus which details the space to be utilized by each individual school.

Any amendment or alteration to the MOU or Sharing Agreement must be memorialized in writing and submitted to the Campus Manager.

VII. Management of Shared Facility

As owner of the CPS building that is shared by individual schools, the Board has the ultimate responsibility to ensure that the facility is properly maintained, that it is shared equitably among each occupant and that any administrative issues or disputes among the individual schools in a building are resolved in a fair and efficient manner.

A. **Campus Manager.** For each Shared Facility, CPS shall designate an individual to carry out certain functions that relate to the Shared Facility. CPS' experience in existing shared facility arrangements indicates that schools benefit from sharing a single administrator who is ultimately responsible for the operation and maintenance of the Campus and for the mediation and resolution of disagreements between schools. The Campus Manager or other individual designated by the CEO is available to mitigate the inevitable challenges individual schools at a Shared Facility will face and ultimately allow the individual school leaders to focus on the independent educational mission of each school. This individual will work simultaneously to support each individual school and to serve as a facilities coordinator for the entire Campus. This individual will also be uniquely suited to serve as a neutral facilities coordinator and will be guided by the comprehensive space analysis and the facility occupants' MOU and Sharing Agreement.

The CEO or his designee may hire a Campus Manager or may elect to designate another individual or entity to handle the Shared Facility functions. Any individual designated to fulfill the Campus Manager role shall be hired and supervised by the CEO or his designee.

Whenever practicable, the individual school(s) shall be provided an opportunity to interview candidates being considered for the Campus Manager position at their Shared Facility and to submit a recommendation to the CEO or his designee as to each candidate.

Each Campus Manager or individual designated by the CEO shall have specific duties as determined by the individual's skills and experience and the needs of the individual schools at each Shared Facility. However, unless otherwise agreed to by the individual schools, memorialized in the MOU and sharing agreement and approved by CPS, this person's general responsibilities will include:

1. Oversight and general responsibility for the operation and maintenance of the Shared Facility.

2. Management and supervision of shared staff members.

3. Management of shared facility budget and shared expenditures.

4. Serve as liaison between the Shared Facility and central office on shared maintenance and operations issues.

5. Implementation and execution of the Sharing Agreement.

6. Mediation and resolution of disputes among the individual schools at a Shared Facility.

The Campus Manager or other individual designated to handle these responsibilities will be subject to annual performance reviews conducted by each of the individual schools at a Shared Facility. The performance reviews shall be submitted to the CEO or his designee and shall be considered during a Campus Manager's overall evaluation.

B. **Shared Staff.** Unless otherwise agreed to by individual schools at a Shared Facility, memorialized in a MOU and Sharing Agreement and approved by the CEO or his designee, the individual designated to fulfill the Campus Manager role shall be responsible for the supervision and oversight of the following functions:

1. engineering for the shared facility
2. safety and security for the shared facility

3. custodial services for the shared facility
4. clerical services for the shared facility
5. lunchroom or cafeteria services
6. technology infrastructure for the shared facility
7. coordination of individual school schedules and shared use of facility

To enable the Campus Manager or other individual to carry out the aforementioned responsibilities, unless otherwise agreed to by individual schools, memorialized in a MOU and Sharing Agreement and approved by the CEO or his designee, the Campus Manager shall hire and supervise a Shared Facility engineer, Shared Facility custodial personnel, Shared Facility clerical personnel, Shared Facility lunchroom or cafeteria personnel and other shared facility personnel.

Nothing in this Policy shall prevent the individual schools at a Shared Facility from utilizing independent funds and agreeing to hire individual staff or additional shared staff to meet the unique needs of their students and staff. The Board encourages those schools at a Shared Facility to consider the potential benefits of sharing both operations and educational staff where appropriate and all schools agree.

C. **Shared Expenses.** All individual schools at a Shared Facility shall contribute to the payment of shared expenses on an equitable basis. All anticipated shared expenses shall be described in the Memorandum of Understanding and Sharing Agreement and, unless otherwise indicated in the MOU and Sharing Agreement, shall include the compensation of all shared facility personnel, except the Campus Manager. Each individual school shall be billed for its portion of the shared expenses.

Individual schools may also be required to contribute to the payment of additional shared expenses such as utilities, grounds maintenance and insurance. For charter schools and other schools who possess budget autonomy, payment for these shared expenses may be included in a school's rent.

D. **Charter Schools in a Shared Facility.** Charter Schools are independently operated public schools approved and certified under the Illinois Charter Law, Illinois School Code, 105 ILCS 5/27A. Nothing in this Policy shall be read to alter or amend the rights and responsibilities granted to Charter Schools under the Charter Schools Law. However, a Charter School opting to locate within a Shared Facility shall enter into a lease agreement with the Board of Education and shall be bound by the terms of that agreement. Accordingly, as a party to the lease agreement, a Charter School may be required to utilize certain services and contribute to the payment of certain shared expenses.

Nothing in this Policy shall be read to require a Charter School to relinquish the autonomy granted to it by the Charter Schools Law or to prevent a Charter School from retaining its own personnel or additional personnel to perform non-Shared Facility services or from agreeing with other individual schools at a Shared Facility to retain independent or additional personnel to perform Shared Facility services. Any such agreement must be memorialized in the Shared Facility Memorandum of Understanding and Sharing Agreement.

VIII. Capital Improvements to Accommodate Shared Space

The Board has embraced the Small School philosophy through the passage of its Resolution on Small Schools (1995), the Small Schools Policy, 02-0424-PO03, and again with the adoption of the Renaissance 2010 Initiative. An important aspect of the small school philosophy is for each school in a Shared Facility to have its own identity and community with a shared vision and goals. Accordingly, where reasonable and appropriate, the Board will approve requests for capital improvement projects intended to make a CPS building more suitable for use as a Shared Facility.

A. **Set Up Renovations.** At a minimum, prior to the opening of a CPS building as a Shared Facility, the Board shall perform certain set up renovations. Those set up renovations may include:

1. Construction of separate administrative offices for each individual school at a Shared Facility
2. Construction of necessary barrier walls with doors to separate individual schools
3. Installation of basic technological infrastructure to support individual schools
4. Development of separate entrances through installation of individual signage and separate locks
5. Installation of separate public announcement and/or bell systems

Where doing so would not pose an unreasonable financial burden, the central office shall cover the costs of set up renovations performed at a Campus.

B. **Additional Renovations to Accommodate Shared Space.** Any individual school at a Shared Facility may submit a request to the Chief Administrative Officer or his designee that additional renovations be performed to accommodate shared space. These additional renovations may include the installation of metal detectors in high schools, the construction of separate laboratory classrooms or upgrades to the gymnasium or other school spaces.

Any additional renovations performed at a Shared Facility shall either be funded through the Department of Operations capital improvement program or by the individual schools.

Amends/Rescinds: 05-0126-PO1 (Adopted February 23, 2005)
Cross References:
Legal References: Illinois Charter Schools Law, Illinois School Code, 105 ILCS 5/27A.