

WITHDRAWN

03-0723-ED04

July 23, 2003

AMEND BOARD REPORT 02-0925-ED09
AMEND BOARD REPORT 01-0523-ED8

**APPROVE ENTERING INTO A PARTICIPATION AGREEMENT WITH CHICAGO ACADEMY
FOR URBAN SCHOOL LEADERSHIP TO PROVIDE A LEADERSHIP PROGRAM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a participation agreement with the Chicago Academy for Urban School Leadership (the "Academy") to provide a Leadership Program ("Program"). The Academy was selected on a non-competitive basis because of its extensive experience in providing this type of program in schools nationwide. A written agreement for this Program is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification No.: 02-250191

This amendment is required to add the funding of a stipend and tuition program in the amount of ~~\$426,000~~ \$416,000 for 2003 fiscal year as the Board's Contribution. A written amendment to the agreement is required. The authority granted here in shall automatically rescind in the event a written amendment is not executed with in 60 days of the date of this amended Board request and authorize the President and Secretary to sign the written amendment. No payment shall be made to the Chicago Academy prior to the execution of the amendment.

This second amendment is required to add the funding of a stipend and tuition program in the amount of \$680,000 for 2004 fiscal year as the Board's Contribution and to correct the budget classification and the amount of the Board's 2003 fiscal year contribution. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 60 days of the date of this amended Board Report and authorize the President and Secretary to sign the written amendment. No payment shall be made to the Chicago Academy prior to the execution of the amendment.

**PARTICIPATING
PARTIES:**

The Board of Education of the City of Chicago
Chief Executive Office
125 South Clark Street, Suite 500
Chicago, Illinois 60603
Phone: 773-553-1500
Contact: Arne Duncan

Chicago Academy for Urban School Leadership
c/o Golden Apple Foundation
135 South LaSalle Street, Suite 3800
Chicago, Illinois 60603
Phone: 312-368-0044
Contact: Michael Koldyke

TERM: The Agreement will commence on June 1, 2001 and shall continue through June 30, 2006. The Board shall have the option to renew the Agreement for an additional five year term based on its acceptance of a renewal proposal to be submitted by the Academy no later than January 31, 2006.

PROGRAM: The Leadership Program is a program sponsored and administered by the Academy, which is an independent organization of educational experts. As part of this program, the Academy will provide teacher instruction and training as well as setting up a role model for administration of various educational components, such as curriculum needs, budgeting requirements, and completion of an annual School Improvement Plan. The Program will operate at the facility formerly known as Wright College South, subject to the Board's leasing of said property. The Board will establish a pre-Kindergarten through eighth grade school ("Academy Contract School"), which the Board will operate as an alternative school pursuant to Section 34-2.4(b) of the Illinois School Code.

ACADEMY'S CONTRIBUTION:

Administration of Public Elementary School: Administration of the Academy Contract School which, in the 2004-2005 school year, shall provide instruction to pupils in pre-K (age 3), pre-K (age 4), and K-4. Each school year thereafter, the Academy Contract School shall expand by adding at least one grade until the Academy Contract School will provide instruction to pupils in grades pre-K through 8. The Academy shall select and retain a principal and an assistant principal.

Teacher Training Program: Training for teacher interns using skilled and experienced master teachers, with special emphasis on training teachers to serve at-risk pupils in the Chicago Public Schools.

School Improvement Plan: Annually develop and implement an expenditure plan with respect to funds allocated and distributed to the Academy Contract School. Such expenditure plan shall be designed to support implementation of the School Improvement Plan.

Curriculum: Develop the specific methods and contents of the school curriculum within the Board's system-wide curriculum standards and objectives and the requirements of the School Improvement Plan.

Principal Evaluation: Annually evaluate the principal using the Board's standard principal evaluation form.

BOARD'S CONTRIBUTION:

General Resources: All financial, physical and administrative resources which the Board provides to Chicago public schools generally.

Building: The school building located at the former Wright College South ("School Building"), which shall be suitable and appropriate for use as a school by the student population to be served at the site and is in compliance with all federal, state and local fire, safety and building codes and requirements applicable to public schools.

Building Improvements: Capital repairs and improvements to the school building which are necessary and appropriate for its use and operation as described in this Agreement. The Board shall allocate capital improvement funds to the School Building in the same manner as it allocates capital improvement funds to schools generally.

Ancillary Property: Desks and other furniture, library and media materials, and other similar materials and furnishings appropriate to the enrollment size and grade levels to be served at the School Building.

Security: Security for the school building in the same manner as for Chicago public schools generally.

Pupil Transportation: Pupil transportation for students of the Academy contract School, in the same manner and of the same type as is provided students of Chicago public schools generally.

Food Services: Food services for the Academy Contract School in the same manner and of the same type as are provided for Chicago public schools generally.

Stipends: One-third (1/3) of the cost of a living stipend and tuition-free program for the "Residents" of the Chicago Academy.

ACADEMY'S FINANCIAL CONTRIBUTION: All Academy services shall be rendered at no charge to the Board including all expenses associated with non-Board employee Academy managers and all expenses associated with teacher training.

BOARD'S FINANCIAL CONTRIBUTION: Board shall be responsible for the costs associated with the complete operation of the school, including principal, assistant principal and teacher salaries.

OUTCOMES: The anticipated outcome of the Program is the establishment of a high quality Pre-K through 8th grade school, which will dually function as a pre-eminent teacher training facility.

AUTHORIZATION: Authorize the General Counsel to include additional terms and conditions in the agreement. Authorize the President and Secretary to execute the agreement.

AFFIRMATIVE ACTION: Pursuant to section 3.7 of the Revised Remedial Plan for Minority and Woman Business Enterprise Contract Participation (M/WBE Plan) this contract is exempt from review because the contract is for tuition payment.

LSC REVIEW: Local School Council approval in not applicable to this report.

FINANCIAL:

For the 2003 fiscal year, charge ~~\$426,000~~ \$416,000 to ~~0950-210-149-7090-5410~~ 0950-239-699-7090-5410 for the cost of the stipend and tuition program. The Board's commitment will be proportionately reduced when, as, and if The Academy receives grant funds to offset the cost of the stipend and tuition program.

For the 2004 fiscal year, charge \$680,000 to 0950-210-149-7090-5410 for the cost of the stipend and tuition program. The Board's commitment will be proportionately reduced when, as, and if The Academy receives grant funds to offset the cost of the stipend and tuition program.

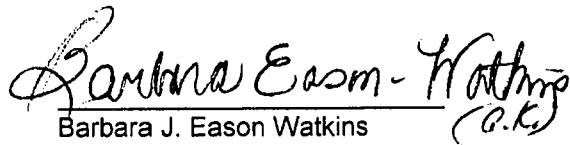
GENERAL CONDITIONS:

Inspector General – Each party to any agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

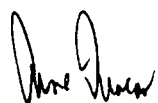
Conflicts – Any Agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of any agreement.

Approved:



Barbara J. Eason Watkins
Chief Education Officer


Respectfully submitted:


Arne Duncan
Chief Executive Officer

Within Appropriation: 


David J. Vitale
Chief Administrative Officer

Approved as to legal form: 


Ruth Moscovitch
General Counsel