

APPROVE ENTERING INTO AN AGREEMENT WITH CHICAGO EDUCATION PARTNERS, NFP FOR A PILOT PROGRAM AS A CONTRACT SCHOOL FOR OVER-AGED AND UNDER-CREDITED YOUTH

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the entering into an agreement with Chicago Education Partners, NFP for a credit recovery pilot program as a contract school named South Side Accelerated Learning Academy (SSA Learning Academy) to serve students who are over-aged and under-credited at a cost not to exceed \$1,442,000.00 per year. A written agreement for this pilot program is currently being negotiated. No services shall be provided by the operator and no payment shall be made to the operator related to the over-aged and under-credited pilot program prior to execution of the agreement. 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 matter is stated below.

OPERATOR: Chicago Education Partners, NFP
2636 Elm Hill Pike, Suite 500
Nashville, TN 37214
Phone: 615-850-3600
Contact: Randle Richardson
Vendor Number: 96962

OVERSIGHT: Office of High Schools and High School Programs
Department of Graduation Pathways
125 S. Clark, 12th Floor
Chicago, IL 60603
773-553-1498
Contact Person: Paige Ponder, Director Graduation Pathways

DESCRIPTION OF PILOT PROGRAM: Chicago Education Partners, NFP will provide a pilot program as a contract school under SSA Learning Academy to assist the Office of High Schools and High School Program, Department of Graduation Pathways in establishing a network of alternative school programs for the purpose of increasing options for over-aged and under-credited youth. The SSA Learning Academy will provide opportunities for students to complete 40 hours of community services, track the number of hours students earn, and submit approved hours to the Office of Graduation Pathways. The SSA Learning Academy will assist students in finding opportunities to acquire 40 hours of community service hours to meet graduation requirements. The Educational Services Agreement will be developed for the pilot program which will include a scope of services and agreed upon performance measurements.

Designation: SSA Learning Academy is scheduled to open in the fall of 2009 as a pilot program for a Contract School which is described in the Board's Renaissance Schools Policy, 07-0627-PO4, as amended.

Request for Proposals: The operator originally submitted a proposal in response to the Office New Schools' Renaissance 2010 RFP on November 22, 2004. In addition, the operator submitted proposals in response to Request for Proposals issued by the Office of High School Programs: Alternative Safe Schools Services on February 24, 2006, Learning in New Communities Schools Program Services on April 28, 2006, and another Alternative Safe Schools Services on April 24, 2008.

Enrollment: SSA Learning Academy will enroll 200 students through a process developed by the Office of High Schools and High School Programs, Department of Graduation Pathways specific to students who are over-aged and under-credited and at risk of not graduating from high school. The SSA Learning Academy will maintain an enrollment of 200 students in grades 9 through 12 for the 2009-2010 and 2010-2011 school years.

Attendance Boundaries: Students who are enrolled in the SSA Learning Academy will have attended various Chicago Public High Schools throughout the District. Therefore, no attendance boundaries shall be established for the SSA Learning Academy. Over-aged and under-credited students throughout the District will be referred to the SSA Learning Academy by the Office of High Schools and High School Programs.

Curriculum: The curriculum of the SSA Learning Academy will be based on the Illinois Learning Standards, content area goals, descriptors, assessments and mandates outlined by the State of Illinois and the Chicago Public Schools. The curriculum will include core subjects: English I – Survey of Literature; English II – American Literature; English III – British Literature; English IV – World Literature; Algebra; Geometry; Advanced Algebra Trigonometry; Biology; 2 years of laboratory science; World History; United State History; Other Social Science Course; 2 world language courses; 3 elective courses (selected by the SSA Learning Academy); and Physical Education. SSA Learning Academy will follow CPS graduation requirement policy.

TERM: The term of the agreement for the pilot program shall commence July 1, 2009 and end June 30, 2011. Continuance of the educational services provided by the operator will be contingent upon Board approval, recommendation from the Board’s Chief Executive Officer and the operator meeting benchmarks established by the Office of High Schools and High School Programs including, but not limited to, achieving recognition status with the Illinois State Board of Education.

COMPENSATION: Chicago Education Partners, NFP will be paid on a per-pupil basis of \$7,210 for the operation of the SSA Learning Academy, not to exceed the sum of \$1,442,000.00 per year.

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

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL:

Charge to the Office of High School and High School Programs: \$1,442,000.00
Fiscal Year: 2010

Budget Classification 13722-332-54305-131001-430078
Source of Funds: General Education Fund

Using current year financial data, the general fund cost of 200 students in 2009-10 (FY10) will be approximately \$1,442,000.00. The compensation level for FY10 will be determined during the development of the FY10 budget. Because the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

PERSONNEL IMPLICATIONS: For the pilot program, Chicago Education Partners, NFP will employ its own principal, teachers and staff.

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the 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 – The 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.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

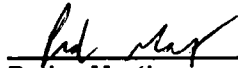
Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Approved:



Barbara J. Eason-Watkins
Chief Education Officer

Within Appropriation:




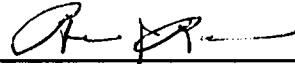
Pedro Martinez
Chief Financial Officer

Respectfully submitted:



Arne Duncan
Chief Executive Officer

Approved as to Legal Form 



Patrick J. Rocks
General Counsel