

APPROVE ESTABLISHMENT OF EXCEL ACADEMY OF ENGLEWOOD AND ENTERING INTO A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT AND LEASE AGREEMENT FOR THE GUGGENHEIM SCHOOL BUILDING WITH CAMELOT ALT ED-ILLINOIS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the establishment of Excel Academy of Englewood at 7141 South Morgan Street, approve entering into a School Management and Performance Agreement for the operation of Excel Academy of Englewood, and approve entering into a Lease Agreement for the Guggenheim School Building with Camelot Alt Ed-Illinois, LLC, an Illinois limited liability company. A written School Management and Performance Agreement and Lease Agreement are currently being negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement and Lease Agreement are not executed by the Board and the school operator within 120 days of the date of this Board Report. The information pertinent to these agreements is stated below.

I. SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT

SCHOOL OPERATOR: Camelot Alt Ed-Illinois, LLC
4207 Highway 290 East
Dripping Springs, TX 78620
Contact: Joseph Carter
Contact Phone: (512) 858-9900

CONTRACT SCHOOL: Excel Academy of Englewood
7141 South Morgan Street
Chicago, IL 60621
Contact: Kevin Sweetland, Executive Director
Contact Phone: (215) 526-4796

OVERSIGHT: Alternative Network
4655 S. Dearborn Street, Room 309A
Chicago, IL 60609
Contact: Jennifer Vidis, Chief of Schools
Contact Phone: (773) 535-8500

DESCRIPTION:

School Designation: Pursuant to 105 ILCS 5/34-1.1, 105 ILCS 5/34-18(30), the Board's Renaissance Schools Policy, 07-0627-P04, as amended ("Renaissance Policy") and the contingent authority granted by the Board on December 19, 2012 in Board Report 12-1219-EX3, Excel Academy of Englewood will open in the fall of 2013 as a Contract School located at 7141 South Morgan Street. The Board hereby designates the Excel Academy of Englewood as a Contract School pursuant to 105 ILCS 5/34-2.4b.

Public Hearing: A public hearing on the opening of Excel Academy of Englewood as a Contract School was held on May 2, 2013 in the Board Chambers in accordance with the Renaissance Policy. The hearing was recorded and a summary report of the hearing is available for review.

Request for Proposals: In June 2012, the CEO made available the Call for Quality Schools to solicit responses from parties interested in providing a range of new school proposals, including alternative education school services. The Excel Academy of Englewood proposal was submitted by Camelot Alt Ed-Illinois, LLC in response to the Call for Quality Schools. The proposal was evaluated using the criteria and standards set forth in the Call for Quality Schools and on December 19, 2012, the Board provided contingent approval of the proposal (Board Report 12-1219-EX3).

Enrollment: Excel Academy of Englewood will be a citywide school that will enroll students in grades 9-12 who are having challenges in the normal school setting or who may have dropped out of school or are at-risk of dropping out. Students will be admitted on an ongoing basis provided that seats are available. If there are more applicants than seats available, applicants will be placed on a waiting list and a random student admissions lottery will be conducted on a quarterly basis. Excel Academy of Englewood will accept enrollment for up to 375 students who will be recruited by the school for placement with the assent of the Alternative Network and/or its designee.

Curriculum: Excel Academy of Englewood will provide an alternative education program focused on youth who are at-risk or have dropped out of a traditional school. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path. Excel Academy of Englewood will issue diplomas to students who successfully complete the program in accordance with state and CPS requirements.

Advisory Body: A school advisory body will be established in a timely manner pursuant to 105 ILCS 5/34-2.4b and the Board's Renaissance School Policy in the following manner: the CEO or her designee in consultation with Camelot Alt Ed-Illinois, LLC shall develop the composition and duties of the advisory body for approval by the Board. Such requirements shall be included in the agreement with Camelot Alt Ed-Illinois, LLC. The members of the advisory body will be appointed by the Board upon the recommendation of the CEO or her designee.

School Management Description: At a minimum, the School Management and Performance Agreement will address the student academic outcomes and financial and management practices of the school and will reflect resolution of any and all outstanding issues between the Board and the school operator including, but not limited to, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. In accordance with the Board's Renaissance Policy, contract schools may request exemptions from Board Rule and Policies or alternative policies subject to and upon Board approval.

TERM: The term of the School Management and Performance Agreement shall commence July 1, 2013 and end June 30, 2018. Camelot Alt Ed-Illinois, LLC and the Excel Academy of Englewood's designation as a Renaissance Contract School will expire on June 30, 2018 unless renewed or terminated earlier by the Board.

COMPENSATION: Camelot Alt Ed-Illinois, LLC will be paid on a per-pupil basis for the operation of the Excel Academy of Englewood.

FINANCIAL: The financial implications will be addressed during the development of the 2013-2014 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY13 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

PERSONNEL IMPLICATIONS: As a contract school, Excel Academy of Englewood will employ its own principal, teachers and staff.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the school operator, in the written School Management and Performance Agreement. Authorize the President and Secretary to execute the written School Management and Performance Agreement.

II. LEASE AGREEMENT

TENANT: Camelot Alt Ed-Illinois, LLC
4207 Highway 290 East
Dripping Springs, TX 78620
Contact: Joseph Carter
Contact Phone: (512) 858-9900

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall have sole possession and use of the building and land at the Guggenheim School located at 7141 S. Morgan Street (the "Premises").

USE: Tenant shall use the Premises to operate a contract school and related educational and community programs and for no other purpose.

TERM: The term of the lease agreement shall commence July 1, 2013 and shall end June 30, 2018. If Tenant's School Management and Performance Agreement is terminated, the lease agreement shall also terminate.

RENT: One dollar (\$1.00) per year.

TENANT IMPROVEMENTS: Tenant shall be responsible, at its sole cost and expense, for all capital improvements to the Premises. Landlord shall approve the scope of any and all capital improvements prior to Tenant commencing work, and such work shall be done in accordance with Landlord's specifications ("Required Improvements") and shall be completed prior to the commencement of the 2013-14 school year before Tenant can begin operating its educational programming. Tenant shall have the right, at its sole cost and expense, to make additional improvements outside of the Required Improvements ("Additional Improvements"); and such Additional Improvements shall also be subject to prior written Board approval. Tenant shall also be responsible for all maintenance and repairs to the Premises.

REPAIRS/MAINTENANCE: Tenant shall be responsible for any and all routine and structural repairs and maintenance of the building and the Premises.

UTILITIES: Tenant shall be responsible for the payment of all utilities associated with the Premises. When and where possible, utilities shall be separately metered and placed in Tenant's name. In the event any utilities cannot be separately metered, Tenant shall reimburse Landlord for such utility usage.

OPERATING EXPENSES: Tenant shall be the sole occupant and therefore shall be responsible for all operating expenses including, but not limited to, food service, security, custodial and utilities. Tenant shall be responsible for determining if some or all operating services shall be obtained from Landlord or from a third party. Tenant shall also provide its own furniture for its operation within the Premises.

INSURANCE/INDEMNIFICATION: The General Counsel shall negotiate all insurance and indemnification language for the lease agreement.

ENVIRONMENTAL: Tenant shall be responsible for any and all environmental conditions associated with eh Premises and shall comply with all environmental laws regarding same.

FINANCIAL: Credit to the General Fund \$1.00 per annum.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the written lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the written lease agreement.

III. TERMS APPLICABLE TO BOTH AGREEMENTS

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

AFFIRMATIVE ACTION: Not applicable.

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-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics — The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

Approved for Consideration:



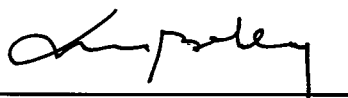
Jennifer D. Vidis
Chief of Schools, Alternative Network

Approved:



Barbara Byrd-Bennett
Chief Executive Officer

Approved as to Legal Form 



James L. Bebley
General Counsel