

ADOPT A NEW POLICY TO ESTABLISH RENAISSANCE SCHOOLS**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board of Education (the "Board") adopt a new Policy to Establish Renaissance Schools.

POLICY TEXT:**I. Purpose and Goals**

The Board believes that it can enhance educational quality and opportunities for Chicago students, families and educators by establishing a variety of public schools that are guided by high, rigorous standards for academic performance that are expressly stated in binding performance agreements or Board-approved plans. These Renaissance Schools will provide alternative educational opportunities while being held accountable for student educational outcomes. All Renaissance Schools are public schools and the majority of them will be small, serving fewer than 500 students.

The Chicago Public Schools' ("CPS") experience with alternative, charter, and small schools since 1995 provides a record of performance that calls for an expansion of these alternative educational opportunities to more Chicago students and families, particularly those in our neighborhood schools that are underutilized, overcrowded or have a history of chronic underperformance. That experience confirms that through these new schools, educators, community members and parents can offer Chicago students more flexible and innovative educational techniques and programs.

In addition, the expansion of public school options through the creation of Renaissance Schools will provide an unparalleled opportunity for parental and community involvement. Renaissance Schools will call for the establishment of partnerships with educators, parents, business, and community members to a degree CPS has never before experienced. Through Renaissance Schools, educators, parents, business and community members can move beyond involvement in the governance of Chicago schools and become joint creators of the public schools in our communities.

II. Definitions

A "Renaissance School" is a school whose operation is governed by a binding set of standards for achieving certain specified outcomes that are expressed as part of a Charter School Agreement, Performance Agreement or Board approved Performance Plan ("Plan"). The Performance Agreement or Plan shall state how the school will operate and how it will be held accountable. All Renaissance Schools will be given a higher degree of autonomy in exchange for accountability under their Performance Agreement or Plan. Renaissance Schools will be established through the creation of new schools.

This policy shall apply to schools that have been approved by the Board and designated as Renaissance Schools, which includes but is not limited to Charter Schools, Contract Schools, and Performance Schools. A limited number of magnet and selective enrollment schools (not to exceed ten percent) may also be designated as Renaissance Schools.

"Charter Schools" are independently operated public schools approved and certified under the Illinois Charter Schools Law, Illinois School Code, 105 ILCS 5/27A. Charter school teachers and staff are employees of the charter school or its management organization. CPS collective bargaining agreements do not apply to Charter School teachers and staff. Charter School employees have all rights, guarantees, and privileges guaranteed to them in Sections 2, 3, 7, 8 10, 14 and 15 of the Illinois Educational Labor Relations Act, including the right to organize, form, join or assist in employee organizations or engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to bargain collectively through representatives of their own free choice or to refrain from such activities.

“Contract Schools” are schools created pursuant to the Board’s powers under the Illinois School Code, 105 ILCS 5/34-18(30). Contract schools may be designated as an alternative or small school pursuant to Illinois School Code, 105 ILCS 5/34-2.4b, and are managed independently pursuant to the terms of a performance agreement for services between CPS and a third party organization. Contract School employees have all rights guarantees, privileges as provided by state or federal law, as may be applicable, including the right to organize, form, join or assist in employee organizations or engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to bargain collectively through representatives of their own free choice or to refrain from such activities.

“Performance Schools” are schools specially designated by the Board upon approval of a Performance Plan that sets forth specific standards for academic performance and contains a clear statement as to how the school will be held accountable. Performance Schools may be designated as an alternative or small school pursuant to 105 ILCS 5/34-2.4b. Performance Schools are operated by CPS and are governed by a Local School Council or other body comprised of, but not limited to, educators, parents, and community members. They employ CPS teachers and staff. Performance Schools are subject to the collective bargaining agreements between CPS and the Chicago Teachers Union and other labor organizations, including the waiver provisions of those agreements.

III. Procedure for Establishing a Renaissance School

- A. Request For Proposals. The Chief Executive Officer or his designee shall issue a request for proposals from current and former CPS teachers, principals, staff and other educators, as well as parents, community organizations, foundations, colleges, universities, companies, non-profit organizations and other organizations interested in establishing a Renaissance School.

Each proposal to open a Renaissance School shall provide specific information on the mission of the school and the educational, administrative, staffing, financial, facilities, autonomy, and governance plans for the proposed school. Any Charter School Agreement or Contract School Performance Agreement shall incorporate the proposal.

1. For Charter Schools: Each Charter School shall enter into a Charter School Agreement that, upon execution, shall be binding on the school’s governing body. All Charter School proposals approved by the Board shall be subject to final certification by the Illinois State Board of Education. Only nonprofit organizations are eligible to submit a Charter School proposal.
 2. For Contract Schools: Each Contract School shall enter into a Performance Agreement that upon execution, shall be binding on the school’s governing body.
 3. For Performance Schools: Each Performance School proposal must include a plan that presents a set of standards for achieving certain specified outcomes and a description of how the Performance School will operate, how it intends to utilize any autonomies and how it will be held accountable. Upon approval of the Performance School proposal, the Board shall issue a Report approving the Plan and accompanying accountability measures.
- B. Proposal Evaluation. Each proposal submitted shall be evaluated by the Chief Executive Officer or his designee, with community input on an initial basis from Transition Advisory Councils and other community members. The Chief Executive Officer shall then issue a recommendation to the Board. The Board shall approve or deny proposals following a public hearing.
- C. Transition Advisory Councils. All CPS buildings that the Board closes pursuant to the Board’s Closing of Schools Policy, Board Report 04-0225-PO2, as amended, and designates as a Renaissance School facility shall have a Transition Advisory Council

("TAC"). TACs shall assist in the identification, promotion and evaluation of Renaissance School proposals. All TACs shall be formed prior to the Board's final approval of schools to be housed in a particular CPS site and shall operate for a period of one year from the date the site is fully occupied by one or more Renaissance Schools or from the date the last Renaissance School locating at the site opens.

All TACs shall be comprised of various persons from the specific community in which the CPS facility is located, and may include: parents, residents, local business and community representatives, educators, community/faith based organization representatives, local government officials, union officials and members at-large. The Chief Executive Officer or his designee shall receive applications from persons interested in serving on a TAC, appoint members to each TAC and provide support for each TAC's activities.

IV. Governance

In order to fully effectuate the autonomies and accountability provided through this policy, each Renaissance School shall be governed by a traditional or advisory Local School Council ("LSC") or other diverse governing body. Such governing bodies shall provide adequate and appropriate opportunities to maximize parent, teacher, staff and community involvement in the mission and operation of the school. Each Renaissance School's governance structure and CPS' relationship to the school shall be specified in each applicant's proposal and shall be determined based upon whether it is designated as a Charter, Contract or Performance School.

- A. For Charter Schools: All Charter Schools shall be governed by an independent governing body or board of directors pursuant to Illinois School Code, 105 ILCS 5/27A-5 and each school's Charter School Agreement.
- B. For Contract Schools: Upon the request of the school and approval by the Board, a Contract School may be designated as a school governed by an LSC as provided in 105 ILCS 5/34-2.1 or as an "alternative school" or "small school" under Illinois School Code, 105 ILCS 5/34-2.4b. Upon such designation, the contract school may be governed by a body designed to enable parent, teacher, staff and community involvement in the mission and operations of the school. See Small Schools Policy, Board Report, 02-0424-PO3, as amended. The majority of the members of any such governing body shall reside in the district.

Additionally, any governing body of the Contract School may request, after a period of two years from the date the school is formed, that the Board permit the school to hold a Local School Council election and establish a Local School Council under 105 ILCS 5/34-2.1.

- C. For Performance Schools: Upon the request of the school and approval by the Board, a Performance School may be designated as a school governed by an LSC as provided in 105 ILCS 5/34-2.1 or as an "alternative school" or "small school" under Illinois School Code, 105 ILCS 5/34-2.4b.

Additionally, any governing body of the Performance School may request, after a period of two years from the date the school is formed, that the Board permit the school to hold a Local School Council election and establish a Local School Council under 105 ILCS 5/34-2.1.

V. Autonomy

CPS experience with alternative, charter, and small schools indicates that students benefit when parents, teachers, and community members are given the opportunity to create new, innovative and more flexible ways of educating children within the public school system. In exchange for higher accountability, Renaissance Schools shall have autonomy over a wide range of educational and operational issues.

The specific degree of autonomy available to each Renaissance School shall be determined by the school type designation and each individual school's Agreement or Plan. The following sets forth the level of autonomy afforded to Charter, Contract and Performance Schools in selected areas.

- A. For Charter Schools: The level of autonomy granted to Charter Schools is governed by the Charter Schools Law, Illinois School Code, 105 ILCS 5/27A, and each Charter School Agreement entered into between the Board and the school. Nothing in this Policy shall be read to alter or amend the rights and responsibilities granted to Charter Schools under the Charter Schools Law.
- B. For Contract Schools:
 1. Teacher recruitment, hiring, evaluation and dismissal. The procedures for recruiting, hiring, evaluating and dismissing Contract School teachers shall be governed by each school's Performance Agreement and any applicable agreements between each Contract School and its teachers. All Contract School teachers must meet any applicable state and federal teacher qualification requirements.
 2. Principal qualifications, selection, and removal. Unless otherwise specified in the school's Performance Agreement, each school's governing board shall retain the right to select, evaluate and terminate the school's principal pursuant to the terms of the school's agreement with the principal. Each Performance Agreement shall state how a principal shall be held accountable to the governing body for the performance of the school. Any principal a Contract School hires shall be offered a performance contract that includes provisions regarding the due process protections to be afforded to principals and the procedures for termination, which shall meet the minimum standards as specified by the Board and in the Performance Agreement. The performance contract shall also include any performance criteria or goals negotiated between the governing body and the principal. All Contract School principals must meet applicable state certification requirements.
 3. Curriculum. The curricula of Contract Schools shall at a minimum meet state and CPS learning standards. Contract Schools shall have the freedom to determine and implement their own curriculum, as set forth in the Performance Agreement. Contract Schools shall not be required to comply with CPS mandated course offerings, instructional materials or curricular initiatives, unless otherwise specified in the school's Performance Agreement.
 4. School Calendar and School Day. Contract Schools shall have the authority to set their own school day schedule and school year calendar. Contract Schools must comply with all applicable state requirements related to the length of the school year, holidays, and the required minutes of instruction, but shall not be required to follow the CPS calendar. The number of days and minutes of instruction required by state law shall be considered minimum levels.
 5. Budget. Each Contract School shall receive funding on a per pupil basis and shall have the authority to develop its own annual budget. All Contract Schools shall utilize per pupil funding solely for educational purposes and shall have

discretion to determine how per pupil funding is allocated to serve those purposes.

- C. For Performance Schools: The Board recognizes the need to support CPS teachers and staff and provide them with new opportunities to innovate and improve academic achievement within CPS led schools and without the extensive involvement of central office administration at the school level. The autonomy that is offered to educators at Charter and Contract Schools may likewise lead to enhanced educational outcomes when that autonomy is provided in exchange for higher accountability in CPS-led schools. Therefore, Performance Schools will be permitted to opt out of certain specified Board policies, rules and initiatives.
1. Teacher recruitment, hiring, evaluation and dismissal. The procedures for recruiting, hiring, evaluating and dismissing Performance School teachers shall be governed by each school's Performance Plan, applicable CPS collective bargaining agreements and State law. All Performance School teachers must meet any applicable state and federal teacher qualification requirements.
 2. Principal qualifications, selection, and removal. Unless otherwise specified in the school's Performance Plan or otherwise indicated under State law, each school's governing body shall retain the right to select or to recommend selection of the school's principal and to evaluate the school's principal. The governing body shall also retain the right to recommend to the Chief Executive Officer that a principal be terminated pursuant to State law, including 105 ILCS 5/34-85. The Board shall enter into a performance contract with each principal of a Performance School as provided under State law. The principal's contract shall be uniform for each Performance School and shall specify the performance criteria and goals for each principal. All Performance School principals must meet applicable state certification requirements. All Performance School principals must also meet applicable Board principal qualification requirements.
 3. Curriculum. The curricula of Performance Schools shall at a minimum meet state and CPS learning standards. Performance Schools shall have the freedom to determine and implement their own curriculum, as set forth in the Performance Plan. Performance Schools may not be required to comply with CPS mandated course offerings, instructional materials or curricular initiatives, unless otherwise specified in the school's Performance Plan.
 4. School Calendar and School Day. To the extent permissible under CPS collective bargaining agreements, other CPS agreements and State law, Performance Schools may have the authority to set their own school day schedule and school year calendar. Performance Schools must comply with all applicable state requirements related to the length of the school year, holidays, and the required minutes of instruction, but may or may not be required to follow the CPS calendar as set forth in the Performance Plan. The number of days and minutes of instruction required by State law shall be considered minimum levels.
 5. Budget. Each Performance School shall receive funding on a per pupil basis and shall have the authority to develop its own annual budget. All Performance Schools shall utilize per pupil funding solely for educational purposes and shall have discretion to determine how per pupil funding is allocated to serve those purposes.

VI. Applicability of Board Policies and Rules and Other Laws

Where appropriate, CPS shall provide support to Renaissance Schools to meet the obligations required by applicable CPS Board policies and rules. Additionally, where appropriate, CPS shall apply for and/or support a Renaissance School's application for available waiver of laws, rules, or regulations that

substantially inhibit the implementation of a school's Charter School Agreement, Contract School Performance Agreement, or Performance School Plan, including waiver from provisions of the Illinois School Code and regulations of the Illinois State Board of Education.

The applicability of Board Policies and Rules and other laws shall vary with the school type.

- A. For Charter Schools: Charter Schools shall operate at all times in accordance with the Charter Schools Law and all other applicable federal and state laws from which Charter Schools are not otherwise exempt. Charter Schools Law, 105 ILCS 5/27A-5. To the extent any Board policies, court orders or consent decrees issued by federal and state courts, compliance agreements or other agreements between the Chicago Public Schools and the United States Department of Education or other federal or state agencies, or other laws shall be applicable to Charter Schools, those specific policies, orders, decrees, agreements and laws shall be identified in each school's Charter School Agreement.
- B. For Contract Schools: Contract Schools shall comply with all applicable federal, state and local requirements related to special education, homeless education, civil rights and discrimination, health and safety, and fire, safety and building codes. Contract Schools shall also comply with the provisions of the Open Meetings Act. Except as otherwise specified in this Policy, the Chief Executive Officer or his designee shall identify those Board policies and rules from which Contract Schools may be exempt. Each Contract School may submit a proposal containing a request to be exempted from application of additional Board policies and rules. The Chief Executive Officer or his designee shall have the discretion to approve or deny any such request.

The following Board policies shall apply unless an alternative policy is presented in the school's proposal, contained in the school's Performance Agreement, and approved by the Board.

1. Promotion Policy. Each Contract School shall comply with the Board promotion policies, 04-0128-PO1 and 04-0324-PO3, as amended.
2. Graduation Requirements. Each Contract School shall comply with the Board graduation requirement policy, 03-1022-PO02, as amended, regarding the minimum number of credits required to graduate.
3. Assessments. Each Contract School shall comply with and participate in all state assessments that are required by law and all local assessments that are necessary to participate in the "Accountability System for All Chicago Public Schools" policy. All Contract Schools may create unique learning standards and assessments consistent with their individual mission and Performance Agreement.
4. Student Identification. Each Contract School shall participate in applicable CPS electronic student information systems and IEP systems.

Contract Schools shall comply with all applicable orders and decrees issued by federal and state courts, including desegregation orders, orders regarding special and bilingual education and compliance agreements or other agreements between the Chicago Public Schools and the United States Department of Education or other federal or state agencies.

- C. For Performance Schools: Performance Schools shall comply with all applicable federal, state and local requirements related to special education, homeless education, civil rights and discrimination, health and safety, and fire, safety and building codes. Performance

Schools shall also comply with the provisions of the Open Meetings Act. Except as otherwise specified herein, the Chief Executive Officer or his designee shall identify those Board policies and rules from which Performance Schools may be exempt. Each Performance School may submit a proposal containing a request to be exempted from application of additional Board policies and rules. The Chief Executive Officer or his designee shall have the discretion to approve or deny any such request.

The following Board policies shall apply unless an alternative policy is presented in the school's proposal, contained in the school's Performance Plan, and approved by the Board.

1. Promotion Policy. Each Performance School shall comply with the Board promotion policies, 04-0128-PO1 and 04-0324-PO3, as amended.
2. Graduation Requirements. Each Performance School shall comply with the Board graduation requirement policy, Section 03-1022-PO02, as amended, regarding the minimum number of credits required to graduate.
3. Assessments. Each Performance School shall comply with and participate in all state assessments that are required by law and all local assessments that are necessary to participate in the "Accountability System for All Chicago Public Schools" policy. All Performance Schools may create unique learning standards and assessments consistent with their individual mission and Performance Plan.
4. Student Identification. Each Performance School shall participate in applicable CPS electronic student information systems and IEP systems.

Performance Schools shall comply with all applicable orders and decrees issued by federal and state courts, including desegregation orders, orders regarding special and bilingual education and compliance agreements or other agreements between the Chicago Public Schools and the United States Department of Education or other federal or state agencies.

VII. Accountability

Charter School Agreements and Performance Agreements between CPS and Renaissance Schools and Performance Plans shall be binding and for a defined term of existence. The initial term of each Performance Agreement or Performance Plan shall be five years. During each school's fifth year, or the final year of the term of its governing Performance Agreement or Performance Plan, each Renaissance School shall be subject to a renewal process and evaluation. Following such process and evaluation, the Board has the discretion to renew, terminate or modify a school's agreement or plan, as specified in each school's Charter Agreement, Performance Agreement or Performance Plan.

Nothing in this Policy or any Agreement or Plan shall prevent CPS from intervening in a Renaissance School during its term of existence where warranted to protect students' academic interests, health or safety or to protect the Board's fiscal interests. Such intervention may include revocation of a Charter School's charter as specified in each school's Charter School Agreement, termination of a Contract School's Performance Agreement or rescission of a Performance School's Performance Plan. Each Renaissance School's Charter School Agreement, Performance Agreement, or Performance Plan shall specify the criteria and processes for such intervention, including charter revocation, contract termination and Plan rescission.

Charter Schools shall be evaluated in accordance with an accountability plan which shall be incorporated into each school's Charter School Agreement.

Contract and Performance Schools shall be evaluated in accordance with and by the application of certain ratings set forth within the "Accountability System for All Chicago Public Schools" Policy (Board Report, 04-0225-04), as may be amended and by application of factors identified in each school's Performance Agreement or Plan, including but not limited to:

- a) Percentage of students performing at national norms on norm-referenced assessments;
- b) Average individual gains on norm-referenced assessments;
- c) Percentage of students achieving state standards on the ISAT or PSAE;
- d) Change in percentage of students achieving state standards on the ISAT or PSAE from prior year;
- e) Student attendance rates;
- f) Student dropout rates;
- g) Percentage of students transferring out of the school;
- h) For high schools, student graduation rates;
- i) For high schools, freshmen on-track performance;
- j) For high schools, percentage of students enrolled in post-secondary education

Such factors shall be disaggregated in accordance with the student sub-categories provided under the No Child Left Behind Act and shall also be evaluated relative to the performance of an appropriate comparison group of schools.

All Renaissance Schools shall also be annually evaluated to determine if each school has appropriately provided services required for students with disabilities (students with Individual Educational Plans or 504 Plans) and English Language Learners. All Renaissance Schools shall be reviewed annually to evaluate each school's operations, including the provision of food services and safety and security measures to protect the welfare of students, teachers and staff.

Additionally, each Renaissance School shall be required to conduct an annual financial and compliance audit and review of governance and management procedures, in compliance with the terms of its Charter School Agreement, Performance Agreement or Performance Plan. The Chief Executive Officer or his designee shall evaluate each school's audit report annually.

The Chief Executive Officer shall report annually on each Renaissance School's performance in accordance with the terms of this policy and each school's Charter Agreement, Performance Agreement, or Performance Plan and shall rate each school's performance.

VIII. Funding

- A. General Funding. Renaissance Schools shall be funded in amounts that are adequate to enable each school to provide a quality education. CPS shall provide each school with operational resources that are equal to the average operational funding provided to all Chicago public schools, on a per pupil basis. CPS may differentiate funding according to grade levels served, unique student populations, or educational programs.

For Charter and Contract Schools, the school and the Board shall agree on funding and any services to be provided by the Board to the school as part of the Charter School Agreement or Contract School Performance Agreement. Charter School general funding is governed by Illinois School Code, 105 ILCS 5/27A.

- B. Start-Up Funding. The Board shall provide adequate start-up resources prior to each school's opening.
- C. Categorical Funding. Each Renaissance School shall be entitled to receive its proportional share of state and federal categorical funds.

- D. Support for Capital Expenditures. Each Renaissance School shall be eligible to receive capital support, either through the provision of a CPS owned or leased facility or through supplemental payments or assistance. All Charter and Contract School applicants are encouraged to identify appropriate facilities not owned by CPS and if necessary, request capital support from CPS or other appropriate entities. All reasonable and appropriate requests for capital support that do not create an unreasonable financial risk for the Board shall be considered by the Chief Executive Officer or his designees and upon favorable recommendation by the Chief Executive Officer, submitted to the Board for consideration and final action.

IX. Facilities

A number of Renaissance Schools shall be housed in existing CPS buildings, which the Board will designate for this process. CPS will announce the availability of these buildings publicly. Any existing CPS building that is closed and selected for conversion to a Renaissance School shall be closed in accordance with the criteria and process as set forth in Board's Closing of Schools Policy, Board Report 04-0225-PO2, as amended.

A small number of Renaissance Schools will be housed in new buildings. Additionally, any Charter School or Contract School applicant may identify and propose other buildings for their use under this initiative.

As small schools, many Renaissance Schools will share a building with other Renaissance Schools and work with a campus manager who will facilitate the management and operation of the common areas of the building.

X. Student Assignment

With the exception of any magnet and selective enrollment schools, Renaissance Schools shall not exercise selective testing or erect other barriers to admission. All student assignment practices at Renaissance Schools shall support the policy's goal to increase educational options available to Chicago students and families. It shall be the preference of this policy when establishing each Renaissance School, to define a community area around the school, to grant an enrollment preference to students who reside in that community, and to allow students that reside outside that community to enroll if space exists and to be chosen by a random lottery. Additionally, students who attend a school that is selected to be reopened as a Renaissance School shall be guaranteed the right to return. The Board reserves the discretion to establish other student assignment processes, including but not limited to, establishing a school without attendance boundaries and providing for open, city-wide enrollment either by lottery or other criteria.

XI. Oversight of Renaissance Schools

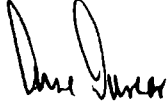
All schools authorized as a Renaissance School and proceeding under a Charter School Agreement, Contract School Performance Agreement or Board-approved Performance Plan, as described herein shall be supervised throughout the term of their existence by the Chief Executive Officer or his designee.

LEGAL REFERENCES: Illinois Charter Schools Law, Illinois School Code, 105 ILCS 5/27A; Illinois School Code, 105 ILCS 5/34-18.30; Illinois School Code, 105 ILCS 5/34-2.4b; Illinois School Code, 105 ILCS 5/34-2.1.


Approved For Consideration:


Barbara Eason-Watkins
Chief Education Officer

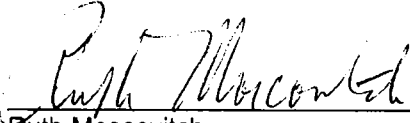
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