

APPROVE THE ESTABLISHMENT OF ROWE ELEMENTARY SCHOOL; RATIFY ENTERING INTO A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH NORTHWESTERN UNIVERSITY SETTLEMENT ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AND APPROVE ENTERING INTO A SCHOOL FOOD SERVICE AGREEMENT

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the establishment of Rowe Elementary School at 1454 W. Superior and ratify entering into a School Management and Performance Agreement with Northwestern University Settlement Association, an Illinois not-for-profit corporation, for the operation of Rowe Elementary School. Approve entering into a School Food Service Agreement with Noble Network of Charter Schools to provide food service to Rowe Elementary School students. A written School Management and Performance Agreement and School Food service agreement are currently being negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement and School Food Service Agreement are not executed within 120 days of this Board Report. Information pertinent to this matter is stated below.

SCHOOL OPERATOR: Northwestern University Settlement Association
1400 Augusta Blvd.
Chicago, IL 60642
773-278-7471
Contact Person: Ana Martinez, Principal

FOOD SERVICE PROVIDER: Noble Network of Charter Schools
1010 North Noble Street
Chicago, IL 60622
Phone: (773) 862-1449
Contact Person: Michael Milkie, Superintendent

OVERSIGHT: Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
773-553-1530
Contact Person: Josh Edelman, Executive Officer

DESCRIPTION:

School Designation: Pursuant to the Board's Renaissance Schools Policy, 07-0627-PO4, as amended ("Renaissance Policy"), Rowe Elementary School will open in the fall of 2009 as a Contract School as described in the Renaissance Policy.

Public Hearings: A public hearing on the opening of Rowe Elementary School as a Renaissance Contract School was held on Monday, August 17, 2009 at Northwestern Settlement House, 1012 N. Noble, 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 April 2008, the Office of New Schools issued a Request for Proposals to solicit responses from parties interested in starting schools under the Renaissance 2010 Initiative. Proposals to operate either a contract school, performance school or charter campus were submitted by interested parties to the Board. Proposals were evaluated pursuant to the standards set forth in the Renaissance Policy. Proposals were reviewed by the Office of New Schools and a Comprehensive Evaluation Team and recommendations were submitted to the Chief Executive Officer based upon those reviews and evaluations.

Enrollment: Rowe Elementary School will enroll students through a city-wide lottery. Rowe Elementary School will enroll approximately 160 students in grades K through 2 in the 2009-10 school year. In subsequent years the school may serve up to 600 students in grades K through 8.

Curriculum: Rowe Elementary School aims to provide a K-8 education based on an extended day model with a rigorous focus on early literacy and mathematics. Core Knowledge curriculum sequence will be used to build students cultural literacy, and support subject-area development with research-based curricula, differentiated instructional strategies, and after-school tutoring. It is a spiraling sequence of curriculum topics organized to give students a focused, continually reinforced engagement with cultural literacy. Cultural literacy is vital to college success, and Core Knowledge supports Rowe Elementary's mission of preparing students to be successful in college. Core Knowledge is fully aligned with the Illinois Learning Standards.

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 his designee in consultation with Northwestern University Settlement Association shall develop the composition and duties of the advisory body for approval by the Board. Such requirements shall be included in the agreement with Northwestern University Settlement Association. The members of the advisory body will be appointed by the Board upon the recommendation of the CEO or his designee.

School Management Description: At a minimum, the School Management and Performance Agreement will address student academic outcomes and financial and management practices of the school and shall 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 Rules and Policies or alternative policies subject to and upon Board approval.

Food Service: Rowe Elementary School will be located in a facility owned by Noble Network of Charter Schools, who is recognized as a food service authority by ISBE. ISBE only permits one food service authority per location and therefore, Noble Network of Charter Schools must provide food service to the students attending Rowe Elementary School. Under the School Food Service Agreement, Noble Network of Charter Schools will provide the food service for the students and shall be paid by the Board.

TERM: The term of the School Management and Performance Agreement shall commence July 1, 2009 and end June 30, 2011. Northwestern University Settlement Association and Rowe Elementary School's designation as a Renaissance Contract School will expire on June 30, 2011 unless renewed or terminated earlier by the Board.

The term of the School Food Service Agreement will commence September 1, 2009 and shall end June 30, 2010.

COMPENSATION: Northwestern University Settlement Association will be paid on a per-pupil basis for the operation of the Rowe Elementary School. If Northwestern University Settlement Association applies to the Renaissance Schools Fund for funding for the new school and is not approved for funding, the Board shall provide a one-time payment to the school for planning positions in an amount not to exceed \$170,000.

Noble Network of Charter Schools shall be paid by the Board for food service to Rowe Elementary School students at a per meal rate to be determined by the parties and in accordance with applicable state and federal regulations.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions in the agreements, 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 School

Management and Performance Agreement and authorize the Chief Operating Officer to execute the School Food Service Agreement.

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

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: Using current year financial data, the general fund cost of 160 students in 2009-10 (FY10) will be approximately \$950,240.00. The financial implications will be addressed during the development of the FY10 budget. Since 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.

The food service payments to Noble Network of Charter Schools shall be on a per meal basis for 160 students in 2009-10 (FY10).

PERSONNEL IMPLICATIONS: As a contract school, Northwestern University Settlement Association 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

Respectfully submitted:



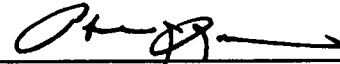
Ron Huberman
Chief Executive Officer

Within Appropriation:



Pedro Martinez
Chief Financial Officer

Approved as to Legal Form: 



Patrick J. Rocks
General Counsel