

AMEND BOARD REPORT 09-0722-EX11
AMEND BOARD REPORT 09-0128-EX3
AMEND BOARD REPORT 08-0625-EX7
AMEND BOARD REPORT 07-1024-EX13

APPROVE THE ESTABLISHMENT OF THE HOPE INSTITUTE LEARNING ACADEMY AND ENTERING INTO A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH THE HOPE SCHOOL, AN ILLINOIS NOT-FOR-PROFIT CORPORATION AND APPROVE ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE HOPE SCHOOL FOR A LOW INCIDENCE PILOT PROGRAM

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the establishment of the Hope Institute Learning Academy at a location to be determined, and approve entering into a School Management and Performance Agreement with The Hope School, an Illinois not-for-profit corporation, for the operation of the Hope Institute Learning Academy. This approval is contingent upon Board designation of a school site and the school operator meeting certain benchmarks established by the Office of New Schools as detailed below, any required public hearings and Board approval of the location of the new school. A School Management and Performance Agreement will be negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and The Hope School within the time specified in an amended Board Report approving the location of the school Information pertinent to this matter is stated below.

This July 2008 amendment is to approve the establishment of a low incidence pilot program by The Hope School at Chicago Vocational Career Academy (CVCA) for the 2008 – 2009 school year to serve students with moderate cognitive impairments or autism. A Professional Services Agreement for this pilot program is currently being negotiated. No services shall be provided and no payment shall be made to The Hope School related to the low incidence pilot program prior to the execution of the Professional Services Agreement.

This December 2008 amendment is necessary to (a) approve the location of the school at 1628 West Washington, (b) correct the name of the school to the Hope Institute Learning Academy and (c) increase their first year at capacity enrollment by 10 to 250. A School Management and Performance Agreement will be negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed within 90 days of the date of this amended Board Report.

After completion of the low incidence pilot program at CVCA, the Board now desires to establish a satellite program at selected school(s) upon mutual agreement of the parties. This July 2009 amendment is necessary to describe the satellite program and authorize the Chief Specialized Services Officer to execute any Satellite Agreement(s) without further Board action.

This March 2011 amendment is necessary to approve payment to The Hope School who provided educational services to students with disabilities at CVCA. The parties had executed a Satellite Agreement for CVCA for a period from July 1, 2009 through June 30, 2010 and then services were extended from July 1, 2010 through December 18, 2010. This amendment is necessary to authorize payment for services rendered during the extended term in the amount of \$259,772.61. This March 2011 amendment is also necessary to authorize revising the agreement with The Hope School with respect to specialized services. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

SCHOOL OPERATOR: The Hope School
d/b/a The Hope Institute for Children and Families
15 East Hazel Dell Lane
Springfield, Illinois 62712
Phone: (217) 306-5403
Contact Person: ~~Lori R. Vailolunga, Ph.D., Senior Vice President of Strategic Development~~
Dr. Joseph Nyre, Board President

OVERSIGHT: Office of New Schools
125 South Clark Street, 5th Floor
Chicago, IL 60603
773-553-1530
Contact Person: ~~Josh Edelman, Executive Officer~~
Nora Moreno Cargie, Chief of Staff

Office of Specialized Services
125 South Clark Street, 8th Floor
Chicago, IL 60603
773-553-1804
Contact Person: ~~Deborah Duskey~~ Richard Smith, Chief Specialized Services Officer

CONTRACT SCHOOL DESCRIPTION:

School Designation: Pursuant to the Board's Renaissance Schools Policy, 07-0627-PO4, as amended ("Renaissance Policy"), and contingent upon subsequent Board approval as detailed below, the Hope Institute Learning Academy is scheduled to open in the fall of 2009 as a Contract School as described in the Renaissance Policy. The school will be located at 1628 West Washington, Chicago, IL 60612. The Board hereby designates the Hope Institute Learning Academy as an alternative School pursuant to 105 ILCS 5/34-2.4b. The pilot program is not subject to this provision.

Public Hearing: A public hearing on the opening of the Hope Institute Learning Academy as a Renaissance Contract School was held on October 10, 2007 at Best Practices High School, 2040 W. Adams, Chicago, IL 60612 in accordance with the Renaissance Policy. The hearing was recorded. A summary report of the hearing is available for review. The pilot program is not subject to this provision.

A public hearing on the location of the school was held on January 8, 2009 at William H. Brown Elementary School, 54 North Hermitage, Chicago, IL 60612. A summary report of the hearing is available for review.

Request for Proposals: In April 2007, 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 charter, contract or performance school were submitted by interested parties to the Board on August 6, 2007. 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. The pilot program is not subject to this provision.

Enrollment: The Hope Institute Learning Academy will enroll students through a lottery with preference give to community residents. The Hope Institute Learning Academy will enroll approximately 250 students in grades K through 3 for the 2009-10 school year. In subsequent years the school may serve up to 500 students in grades K through 5. The pilot program is not subject to this provision. The Office of Specialized services will determine which students with disabilities will be placed in the pilot program.

Attendance Boundaries: The Department of School Planning is directed to work with the Office of New Schools, the Hope Institute Learning Academy and the community to develop an attendance boundary plan for submission to the Board for approval. The pilot program is not subject to this provision. The pilot program will serve students enrolled at CVCA.

Curriculum: The Hope Institute Learning Academy aims to provide a K-5 inclusion demonstration school that is a model of inclusive education. The Hope Institute Learning Academy aims to include a cluster program designed to serve the needs of students with autism. The Hope Institute Learning Academy also aims to utilize the Learning for Success Model which includes: 1) comprehensive understanding of the student and existing barriers to learning, 2) evidence-based assessment and data-driven intervention, 3) clear educational goals, 4) research informing action, and 5) professional development, training and resources to ensure that educators have the capacity to provide an education experience that results in the maximum benefits of all students. The pilot program is not subject to this provision. The students placed in the low incidence pilot program will follow CVCA's general education curriculum as modified pursuant to their individualized Education Programs. The school shall comply with all least restrictive environment mandates.

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 The Hope School shall develop the composition and duties of the advisory body for approval by the Board. Such requirements shall be included in the agreement with The Hope School. The members of the advisory body will be appointed by the Board upon the recommendation of the CEO or his designee. The pilot program is not subject to this provision.

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 obtain request exemptions from Board Rules and Policies or alternative policies subject to and upon Board approval. The pilot program is not subject to this provision.

LOW INCIDENCE PILOT PROGRAM: The Board also authorizes The Hope School to provide Individualized Education Program-related services and professional development for a pilot program at CVCA in cooperation with the Office of Specialized Services for the 2008-2009 school year. This program will function as a pilot program to assist the Board and The Hope School in the development of the Contract School scheduled to open in the fall of 2009 and to assist the Office of New Schools and the Office of Specialized Services in the evaluation of The Hope School's proposal to establish a network of satellite programs affiliated with and supported by the Hope Institute Learning Academy. The pilot program will serve approximately 35 students in the 2008-2009 school year. The Professional Services Agreement for the pilot program will include a scope of services and agreed upon performance measurements.

CONTINGENT APPROVAL: Approval to open the Hope Institute Learning Academy and enter into a School Management and Performance Agreement is contingent upon final review and approval of the Hope Institute Learning Academy proposal, an assessment of the District's need for this contract school based upon demographics and student demands, any required subsequent public hearings, and Board approval of the proposed school site. Final approval of the contract school application is also contingent upon The Hope Institute Learning Academy meeting benchmarks established by the office of new Schools including, but not limited to, selection of an Education Management Organization and school principal, enrollment and recruitment procedures, and demonstration by the design team and the operator that the school will operate in compliance with the Board's obligations in the Corey H. litigation, the Individuals with Disabilities Education Act (IDEA) and all related federal and state regulations. These benchmarks will be communicated to The Hope Institute Learning Academy. The Office of New Schools will oversee the enforcement of these deadlines. Failure by The Hope Institute Learning Academy to meet these deadlines on or before October 30, 2008, at the option of the Board, may result in the rescission of

the authority granted herein and the denial of the approval of the contract school application. A final review of the contract school application will be conducted by the Chief Executive Officer on or before November 30, 2008. This final review will be conducted to determine compliance with the terms indicated above. The CEO's recommendation to approve the contract school application will be subject to Board approval as indicated by a subsequent amendment to this Board Report.

The Hope Institute Learning Academy will be required to operate the pilot program in compliance with the Board's obligations in the Corey H. litigation, the Individuals with Disabilities Education Act (IDEA) and all related federal and state regulations and with all applicable Board rules and policies.

TERM: Upon final review and approval of this contract school proposal and Board approval of the location of the school, the term of the School Management and Performance Agreement shall commence July 1, 2009 and end June 30, 2014. The Hope School and the Hope Institute Learning Academy's designation as a Renaissance Contract School will expire on June 30, 2014 unless renewed or terminated earlier by the Board.

The term of each Satellite Agreement shall be for a period not to exceed twelve (12) months; provided that no Satellite Agreement shall extend beyond the term of the School Management and Performance Agreement.

The term of the Professional Services Agreement for the pilot program shall commence July 1, 2008 and end June 30, 2009 with two one-year options to extend.

COMPENSATION: The Hope School will be paid on a per-pupil basis for the operation of the Hope Institute Learning Academy.

The Hope School will be paid as specified in the Professional Services Agreement for operation of the low incidence pilot program with total compensation not to exceed \$828,424.00 for the initial term.

The Hope School will be paid as specified in each Satellite Agreement for the operation of the low incidence satellite program with total compensation not to exceed \$740,798.00 for each twelve month period.

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 School Management and Performance Agreement.

For the CVCA Low Incidence Pilot Program: Authorize the General Counsel to include other relevant terms and conditions in the Professional Services Agreement. Authorize the President and Secretary to execute the Professional Services Agreement. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate the Professional Services Agreement.

For the satellite program: Authorize the Chief Specialized Services Officer to execute any Satellite Agreement(s); provided that no changes are made to the Satellite Agreement(s) other than to complete the business terms.

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

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions do not apply to vendors who operate as Not-for-Profit organizations.

FINANCIAL:

For the Hope Institute Learning Academy: Using current year financial data, the general fund cost of 250 students in 2009-10 (FY10) will be approximately \$1,484,750.00. 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 FY08 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

For the CVCA Pilot Program:

Charge to the Office of Specialized Services: \$828,424.00 Fiscal Year: 2009

Budget Classification: 11670-115-54125-120208-000000 \$576,000.00
Source of Funds: General Education Fund

Budget Classification: 11670-115-54125-120208-000149 \$252,424.00
Source of Funds: General Education Fund-Special Project CEO's Office

For the Satellite Program:

Charge to the Office of Specialized Services: \$740,798.00 Fiscal Year: 2010

Budget Classification: 11670-115-54125-120208-000000 \$576,000.00
Source of Funds: General Education Fund

Budget Classification: 11670-115-54125-120208-000149 \$164,798.00
Source of Funds: General Education Fund-Special Project CEO's Office

Charge to the Office of Specialized Services: \$259,772.61 Fiscal Year: 2011

Budget Classification: 63031-115-54320-111086-000000 \$259,772.61
Source of Funds: General Education

PERSONNEL IMPLICATION: As a contract school, The Hope School will employ its own principal, teachers and staff. For the pilot program, The Hope School will employ its own teachers and paraprofessionals. For each school site of the satellite program, The Hope School will employ its own teachers and paraprofessionals.

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, 1996 (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:



Nora Moreno Cargie
Chief of Staff

Respectfully Submitted:



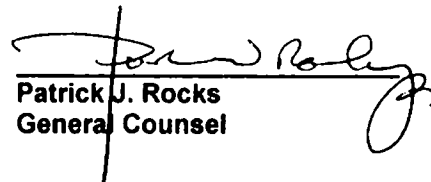
Terry Mazany
Chief Executive Officer

Within Appropriation:



Diana Ferguson
Chief Financial Officer

Approved as to Legal Form:



Patrick J. Rocks
General Counsel