

WITHDRAWN

15-0527-EX25

May 27, 2015

AUTHORIZE RENEWAL OF THE JOSHUA JOHNSTON CHARTER SCHOOL FOR FINE ART AND DESIGN AGREEMENT WITH CONDITIONS

THE INTERIM CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal of the Joshua Johnston Charter School for Fine Art and Design Agreement (the "Charter School Agreement") with conditions for an additional one-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

SCHOOL OPERATOR: Prologue, Inc., an Illinois not-for-profit corporation
1135 N. Cleaver St.
Chicago, Illinois 60642
Phone: (773) 297-1215
Contact Person: Nancy Jackson

CHARTER SCHOOL: Joshua Johnston Charter School for Fine Art and Design
1549 W. 95th Street
Chicago, Illinois 60643
Phone: (773) 935-9925
Contact Person: Nancy Jackson

OVERSIGHT: Office of Innovation and Incubation
42 W. Madison, 3rd Floor
Chicago, IL 60602
Phone: 773-553-1530
Contact Person: Jack Elsey, Chief Innovation and Incubation Officer

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 10-0728-EX8) was for a term commencing July 1, 2010 and ending June 30, 2015, and authorized the operation of a charter school serving no more than 250 students in grades 9 through 12. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 10-1117-EX3: Approved the relocation of the charter school from 1060 East 47th Street to 1549 West 95th Street.

CHARTER RENEWAL PROPOSAL: Prologue, Inc. submitted a renewal proposal on November 17, 2014 to continue the operation of Joshua Johnston Charter School for Fine Art and Design (Joshua Johnston). The charter school shall be located at 1549 West 95th Street, and shall serve grades 9 through 12 with a maximum enrollment of 250 students.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of Joshua Johnston's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on May 20, 2015 for all charter schools going through renewals to receive public comments, including Joshua Johnston. The Office of Innovation and

Incubation recommends that, based on the school's performance on these and other accountability criteria, as well as the school's demonstration of intent to satisfy the "Additional Terms and Conditions" referred to herein below, Joshua Johnston be authorized to continue operating as a charter school.

RENEWAL TERM: The term of Joshua Johnston's charter and agreement is being extended for a one (1) year term commencing July 1, 2015 and ending June 30, 2016.

ADDITIONAL TERMS AND CONDITIONS: Joshua Johnston's charter and agreement shall be recommended for renewal with the following conditions to be included in the agreement:

- **Academic Conditions:** The school must score at least a Level 2+ on 2015 SQRP AND meet high quality standards for the following metrics:
 - Increase testing participation rate for STAR on Reading and Math to at least 90%,
 - Increase Average Daily Attendance Rate to at least 70%, and
 - Increase Growth in Attendance Rate to at least 70%.

- **Financial Conditions:** The school must improve on all metrics from the FY2014 Financial Scorecard that were rated as a one (1) or two (2). The areas of improvement will be reflected on the Financial Scorecard for FY2015 and are as follows:
 - Liquidity / current ratio,
 - Net asset ratio,
 - Cash on hand ratio,
 - Budget reasonability,
 - Timely submission of the FY2015 annual audit, and
 - CPS/State/Federal compliance reporting timeliness.

If a metric from the Financial Scorecard does not improve in its rating (1 to 4), then the underlying calculation will be analyzed year over year for a positive trend.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement. Authorize the President and Secretary to execute the written Charter School Agreement. Authorize the Chief Innovation and Incubation Officer to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Charter School Agreement required by the Illinois State Board of Education.

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

FINANCIAL: The financial implications will be addressed during the development of the 2015-2016 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY15 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

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.

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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.

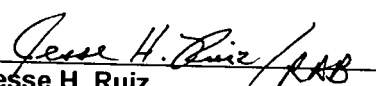
Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Submitted for Consideration:




Jack Elsey
Chief Officer of Innovation and Incubation

Approved:



Jesse H. Ruiz
Interim Chief Executive Officer

Approved as to Legal Form ^{gr}



James L. Bebley
General Counsel