

APPROVE THE ESTABLISHMENT OF THE KWAME NKRUMAH ACADEMY AND ENTERING INTO A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH TRINITY COMMUNITY DEVELOPMENT CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the establishment of the Kwame Nkrumah Academy located at 901 East 95th Street, Chicago, IL 60619, and approve entering into a School Management and Performance Agreement with the Trinity Community Development Corporation, an Illinois not-for-profit corporation, for the operation of the Kwame Nkrumah Academy. This approval is contingent upon final approval from the Board's Chief Executive Officer ("CEO") as detailed below. The School Management and Performance Agreement is currently being 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 Trinity Community Development Corporation within 120 days of the date the CEO files a report with the Secretary of the Board approving the contract school application. Information pertinent to this matter is stated below.

SCHOOL OPERATOR: Trinity Community Development Corporation
400 W. 95th Street
Chicago, Illinois 60619
Phone: 773-548-6675
Contact Person: Dr. Iva Carruthers

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"), Kwame Nkrumah Academy will open in the fall of 2008 as a Contract School as described in the Renaissance Policy. The Board hereby designates the Kwame Nkrumah Academy as an alternative School pursuant to 105 ILCS 5/34-2.4b.

Public Hearing: A public hearing on the opening of the Kwame Nkrumah Academy as a Renaissance Contract School was held on October 11, 2007 at the Carter G. Woodson Library, 9525 S Halsted, Chicago, IL 60628 in accordance with the Renaissance Policy. The hearing was recorded. 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.

Enrollment: Kwame Nkrumah Academy will enroll students through a lottery with preference given to Pullman community residents. Pullman is a priority community, identified in the 2007 request for proposals, that has not yet been served by a new school. Kwame Nkrumah Academy will enroll approximately 66 students in grades K through 1 for the 2008-09 school year. In subsequent years the school may serve up to 400 students in grades K through 8.

Attendance Boundaries: The Department of School Planning is directed to work with the Office of New Schools, Kwame Nkrumah Academy and the Pullman community to develop an attendance plan for submission to the Board for approval.

Curriculum: The Kwame Nkrumah Academy aims to be a global model of African-centered teaching and learning, a center and community of academic excellence and uncompromised expression. Kwame Nkrumah Academy will equip students with a strong sense of personal identity, requisite ethical moorings, and academic and leadership skills to prepare them for participation in the global community of this century. The curriculum of the Kwame Nkrumah Academy will focus on discipline and measured instructional outcomes, and include the use of age-appropriate global scholar mentorships, community-based experiential learning, exploration dialogue with diverse peers, language immersion and exchange programs.

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 Kwame Nkrumah Academy 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 Kwame Nkrumah Academy. 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.

CONTINGENT APPROVAL: The granting of a contract by the Board and the entering into a School Management and Performance Agreement is contingent upon the school operator meeting benchmarks detailed by the Office of New Schools including, but not limited to, appointing a principal candidate and enhancing curriculum development. These benchmarks will be communicated to the school operator with all deadlines to be met by April 15, 2008. The Office of New Schools will oversee the enforcement of these deadlines; failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the contract school application. A final review of the contract school application will be conducted by the Chief Executive Officer. The Chief Executive Officer or his designee will file a report, approved by the General Counsel as to legal form, indicating the CEO's final approval or denial of the contract school application and satisfactory resolution of all material issues related to the formation of the school. The report will be filed with the Secretary of the Board on or before May 15, 2008. This final review will be conducted to determine compliance with the terms indicated above.

TERM: Upon final review of this contract school application and approval from the Chief Executive Officer, the term of the School Management and Performance Agreement shall commence July 1, 2008 and end June 30, 2013. Trinity Community Development Corporation and Kwame Nkrumah Academy's designation as a Renaissance Contract School will expire on June 30, 2013 unless renewed or terminated earlier by the Board.

COMPENSATION: Trinity Community Development Corporation will be paid on a per-pupil basis for the operation of the Kwame Nkrumah Academy.

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.

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 66 students in 2008-09 (FY09) will be approximately \$424,644.00. The financial implications will be addressed during the development of the FY09 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.

PERSONNEL IMPLICATIONS: As a contract school, Trinity Community Development Corporation 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:



Arne Duncan
Chief Executive Officer

Within Appropriation:



Pedro Martinez
Chief Financial Officer

Approved as to Legal Form: 



Patrick J. Rocks
General Counsel