

# WITHDRAWN DRAFT

08-0924-EX7

September 24, 2008

## **AMEND BOARD REPORT 08-0227-EX35 APPROVE ENTERING INTO AN AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP TO PROVIDE SCHOOL TURNAROUND SERVICES AT ORR ACADEMY**

### **THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board approve entering into an Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Orr Academy ("Orr") at a cost not to exceed \$591,500.00 per year. A School Turnaround Services Agreement is currently being negotiated. No payment shall be made to AUSL prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This September 2008 amendment is necessary to (a) change the name of the Orr Academy and (b) clarify the compensation timeline. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**PROVIDER:** Academy for Urban School Leadership, a non-profit corporation  
3400 N. Austin Avenue  
Chicago, IL 60634  
Phone (773) 534-3885  
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein  
Vendor Number: 39861

**OVERSIGHT:** Office of New Schools  
125 S. Clark, 5<sup>th</sup> Floor  
Chicago, IL 60603  
Phone: (773) 553-1530  
Contact Person: Josh Edelman, Executive Officer

**PROPOSAL:** In December 2006, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 06-1220-EX4. In December 2007, AUSL responded to a Supplemental Turnaround Process issued by the Office of New Schools for pre-approved operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2008 - 2009 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehension Evaluation Team (CET) in January of 2008.

**PUBLIC HEARINGS:** On January 23, 2008 the Chief Executive Officer proposed the closing of the Orr Campus. A public hearing on the proposed closing of the Orr Campus was held on February 7, 2008. A Public Hearing was held on February 13, 2008 regarding the selection of AUSL to provide school turnaround services at Orr in the event the Board approves the campus closing and the school re-opening. The hearing was recorded. A summary report of the hearing is available for review. If the Orr campus closing and school reopening is approved, the school name should then be referred to as Orr Academy High School.

**TERM:** The School Turnaround Services Agreement shall commence July 1, 2008 and shall end June 30, 2013, unless renewed or terminated early by the Board.

**SCOPE OF SERVICES:** AUSL will provide school turnaround services at Orr which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Orr;
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;

4. Introduce a unified curriculum including Pathways Programming which includes Liberal Arts, Technical and Career Arts courses within small learning communities.
5. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
6. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
7. Assist the principal in providing parental involvement initiatives;
8. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
9. Develop a new teacher training center at Orr with integrated professional development;
10. Provide a full-time professional field coach at Orr who will provide ongoing school management consulting and professional development;
11. Provide enhanced fundraising opportunities to support the implementation of school initiatives; and
12. Conduct a 2 week summer retreat for Orr employees.

**DELIVERABLES:** AUSL will provide quarterly reports to the Office of New Schools regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

**OUTCOMES:** AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Orr. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the Agreement.

**COMPENSATION:** AUSL shall be paid annually in two equal installments at a rate of \$500 per pupil, ~~with total compensation not to exceed \$591,500.00 per year. First payment will be made using 20<sup>th</sup> day enrollment data. The amount listed is for a total first year enrollment of 1183 students and will be recalculated annually based on the total student enrollment. of the per pupil payment to AUSL in September will be determined based upon half of the enrollment reported at the school as of the 20<sup>th</sup> day. The January payment to AUSL will be determined by calculating total student enrollment as of January, minus the September payment. Also, at AUSL's request, CPS will be authorized to deduct a portion of AUSL's fee to fund school based positions equal to the total position cost.~~

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to AUSL, in the written School Turnaround Services Agreement. Authorize the President and Secretary to execute the School Turnaround Services Agreement.

**FINANCIAL:** Charge to Office of New Schools: \$ 591,500.00      Fiscal Year: 2009  
Budget Classification: 13615-115-57940-253517-000000 -54125-231126-000000  
Source of Funds: General Education

**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.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY08 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current Fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved:**



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**Barbara Eason-Watkins**  
Chief Education Officer

**Respectfully Submitted:**

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**Arne Duncan**  
Chief Executive Officer

**Within Appropriation:**



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**Pedro Martinez**  
Chief Financial Officer

**Approved as to Legal Form:**

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**Patrick J. Rocks**  
General Counsel