

**APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT WENDELL PHILLIPS ACADEMY HIGH SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Wendell Phillips Academy High School ("Phillips") at a cost not to exceed \$520,000.00 with supplemental compensation on a per-pupil basis of \$500 for the operation of Wendell Phillips Academy High School. A School Management Consulting Agreement is currently being negotiated. No services shall be provided by and no payment shall be made to AUSL prior to 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.

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, 5th Floor
Chicago, IL 60603
Phone: (773) 553-1530
Contact Person: Jaime Guzman, Interim Executive Officer

PROPOSAL: On July 15, 2009, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2010 - 2011 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2009. In October 2009, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 09-1028-EX3.

PUBLIC HEARINGS: On January 27, 2010, the Chief Executive Officer proposed the reconstitution of Phillips. A public hearing on the proposed reconstitution of Phillips was held on February 1, 2010. The Board approved the reconstitution of Phillips on February 24, 2010. A public hearing was held on March 15, 2010 regarding the selection of AUSL to provide school turnaround services at Phillips. The hearing was recorded and a summary report is available for review. The school shall be referred to as the Wendell Phillips Academy High School of Excellence.

TERM: The School Management Consulting Agreement shall commence April 1, 2010 and shall end June 30, 2015, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Phillips 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 Phillips;
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;
4. 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;

5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
6. Assist the principal in providing parental involvement initiatives;
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Phillips who will provide ongoing school management consulting and professional development;
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives; and
10. Conduct a 2 week summer retreat for Phillips employees during the first year of the agreement.

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 Phillips. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

COMPENSATION: AUSL shall be paid the balance remaining from \$520,000.00 less the funds expended by CPS related to the costs of the planning positions at Phillips and teacher overtime pay for professional development training. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$500 for the operation of Phillips with two equal installments paid in September and January of each year based on student enrollment data.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement. Authorize the President and Secretary to execute the School Management Consulting Agreement.

FINANCIAL: Charge to Office of New Schools: \$520,000.00 Fiscal Year: 2011
Budget Classification: 13615-331-54105-XXXXXX-430118
Source of Funds: ARRA Title I Grant

Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 627 students in 2010-11 (FY11) will be approximately \$313,500.00. The financial implications will be addressed during the development of the FY11 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY10 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.

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 FY09 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:



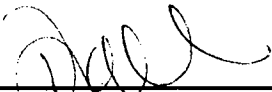
Barbara Eason-Watkins
Chief Education Officer

Respectfully Submitted:



Ron Huberman
Chief Executive Officer

Within Appropriation:



Diana S. Ferguson
Chief Financial Officer

Approved as to Legal Form:



Patrick J. Rocks
General Counsel

