

AMEND BOARD REPORT 09-0225-EX12
APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT MARY MCLEOD BETHUNE ELEMENTARY 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 Mary McLeod Bethune Elementary School ("Bethune") at a cost not to exceed \$300,000.00 for the first year with supplemental annual compensation on a per-pupil basis of \$420 for the operation of Mary McLeod Bethune Elementary School. A School Management Consulting Agreement is currently being negotiated. It is further recommended that the Board waive the requirement that no services shall commence and no payment shall be made prior to execution of the written agreement as required by Board Rule 2-5.1. It is recommended that the Board approve the commencement of services on March 1, 2009 and approve payments being 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 October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to authorize an amendment to the School Management Consulting Agreement to add federal contract provisions that must be adhered to by AUSL due to Title I ARRA funds being used to provide the compensation for FY11. A written amendment to the School Management Consulting Agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

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: Josh Edelman Executive Officer

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: In June 2008, 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 2009-2010 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2008. In October 2008, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 08-1022-EX14.

PUBLIC HEARINGS: On January 16, 2009, the Chief Executive Officer proposed the reconstitution of Bethune. A public hearing on the proposed reconstitution of Bethune was held on February 6, 2009. A public hearing was held on February 11, 2009 regarding the selection of AUSL to provide school turnaround services at Bethune in the event the Board approves the school's reconstitution. The February 6th hearing was recorded and summary reports for both hearings are available for review. If the reconstitution of Bethune is approved, the school shall then be referred to as the Mary McLeod Bethune Elementary School of Excellence.

TERM: The School Management Consulting Agreement shall commence March 1, 2009 and shall end June 30, 2014, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Bethune 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 Bethune;
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 Bethune 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 Bethune employees during the first year of the agreement.

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ AMPS 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 Bethune. 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 \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Bethune 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 \$420 for the operation of Bethune 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 and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment.

FINANCIAL: ~~Charge to Office of New Schools: \$300,000.00~~ Fiscal Year: 2010
~~Budget Classification: 13615-115-54125-221258-000000~~
~~Source of Funds: General Education~~

Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 300 students in 2009-10 (FY10) will be approximately \$126,000.00. 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 FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

Charge to AMPS: \$147,840.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

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 for Consideration:



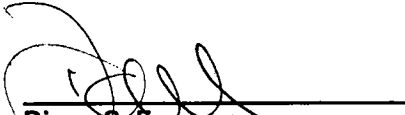
Melissa Megliola-Zaikos
Chief Officer - AMPS

Respectfully Submitted:



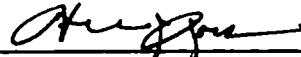
Ron Huberman
Chief Executive Officer

Within Appropriation:



Diana S. Ferguson
Chief Financial Officer

Approved as to Legal Form: 



Patrick J. Rocks
General Counsel