

AMEND BOARD REPORT 10-0825-ED2
APPROVE ENTERING INTO A MEMORANDUM OF UNDERSTANDING
WITH CATALYST SCHOOLS (CATALYST ELEMENTARY SCHOOL – HOWLAND CAMPUS) TO
PARTICIPATE IN THE REAL/CHICAGO TEACHER ADVANCEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve entering into a Memorandum of Understanding (MOU) with Chicago Charter School Foundation on behalf of Catalyst Elementary School – Howland Campus to participate in the Recognizing Excellence in Academic Leadership (REAL) program, now known as the Chicago Teacher Advancement Program (TAP) at a cost not to exceed \$150,000.00. In November 2006, the U.S. Department of Education awarded a five-year, \$27.5 Million grant to CPS under the Teacher Incentive Fund (TIF) grant based on the REAL/ Chicago Teacher Advancement Program grant proposal developed in collaboration with National Institute for Excellence in Teaching (NIET). The foundation for the REAL program is the NIET's Teacher Advancement Program (TAP), a whole school reform model, which is designed to increase student achievement by improving teacher quality and maximizing principal effectiveness. In June, 2010, the Chicago TAP Planning/Advisory Committee selected Catalyst School – Howland to participate as one of the schools in Cohort 4 to implement the program in 2010 – 2011. The written MOU is currently being negotiated. The authority granted herein shall automatically rescind in the event the Memorandum of Understanding is not executed within 90 days of this Board Report. Information pertinent to this MOU is stated below.

This April 2011 amendment is necessary to a) correct the department name and contact information and b) revise the compensation section to change the final compensation payment date to December 31, 2011 after the Board receives students' test scores from the 2010-2011 school year. A written amendment to the MOU with Catalyst Schools is required. The authority granted herein shall automatically rescind in the event the written amendment to the Memorandum of Understanding is not executed within 90 days of the date of this amended Board Report.

CHARTER SCHOOL: Catalyst Schools Network (School Operator)
 1616 South Spaulding
 Chicago, IL 60623
 Contact: Gordon Hannon, President
 Phone: (312) 925-4277
 Vendor: 04370

Catalyst School – Howland Campus
 1616 South Spaulding
 Chicago, IL 60623
 Contact: Chaun Johnson
 Phone: 773-534-1753
 Vendor: 04370

OVERSIGHT: Department Office of Human Capital
 125 S. Clark Street, 2nd Floor
 Chicago, IL 60603
 Contact: ~~Sheri Frost-Lee~~ Victoria Van-Nguyen
 Phone: ~~(773) 553-4252~~ (773) 553-1084

BACKGROUND: In April/May, 2010, the recommendation was made not to implement TAP at two selected Cohort 4 schools, Henson and Pickard. This recommendation was accepted by CPS senior leadership. The Chicago Teachers Union, Joint Council and teachers of both schools were informed of the decision. An outreach effort was made for replacement schools. In June, 2010 Chicago TAP Planning/Advisory Committee selected Catalyst School – Howland to participate as one of the schools in Cohort 4 to implement the program in 2010-2011.

TERM: The term of the memorandum shall commence September 1, 2010 and shall end June 30, 2011.

OVERVIEW OF MEMORANDUM OF UNDERSTANDING: This agreement governs the implementation of the TIF grant, known as REAL/Chicago TAP, a pilot program for performance-based compensation. Catalyst Elementary School – Howland Campus is one of 38 schools implementing the program in 2010-2011. This MOU outlines the responsibilities of the REAL/Chicago TAP Program Office as well as the responsibilities of the charter school with respect to participation and implementation of the program. This includes the role of the Joint Council (composed of 6 CPS employees and 6 CTU officials), the recruitment and selection of staff associated with the REAL/Chicago TAP program, the collection of data to be utilized in determining performance awards, the collection of data to be used in program evaluation, and the calculation of performance awards. Catalyst Elementary School – Howland Campus will select Lead & Mentor Teachers to provide model teaching, peer coaching, mentoring, team teaching and classroom observations for the rest of the teachers at the school. Teachers at the Catalyst Elementary School – Howland Campus will be evaluated based on student achievement data and will receive performance awards using the methodology set forth in the TIF grant. The principal and support staff at the Catalyst Elementary School – Howland Campus will also receive performance-based incentives as a part of the TIF grant.

COMPENSATION: Compensation to the charter school shall be paid as specified in the memorandum of understanding; total compensation for this term shall not exceed \$150,000.00. Since compensation is based on student achievement data (e.g., ISAT scores), final compensation payment will be on December 31, 2011.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written Memorandum of Understanding. Authorize the President and Secretary to execute the Memorandum of Understanding. Authorize the Chief Officer of Human Capital to execute all ancillary documents required to administer or effectuate the written Memorandum of Understanding.

AFFIRMATIVE ACTION: Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Plan), this agreement is exempt from M/WBE review as services provided classify as a unique transaction.

LCS REVIEW: Local School Council approval is not applicable to this report.

FINANCE: Charge to the Department Office of Human Capital: \$150,000.00 FY: 2010-2011

Budget Classification: 66431-324-54105-221245-542126

Source of Funds: Teacher Incentive Fund (TIF) Grant

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-P03), 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 - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in subsequent fiscal year budget(s).

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Approved:

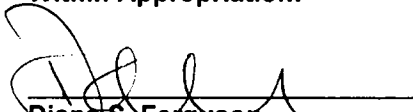

Alicia Winckler
Chief Human Capital Officer

D.L.W.

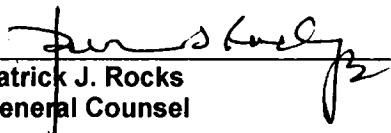
Respectfully submitted:


Terry Mazany
Chief Executive Officer

Within Appropriation:


Diana S. Ferguson
Chief Financial Officer

Approved as to Legal Form: 


Patrick J. Rocks
General Counsel