

February 22, 2012

**APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING AGREEMENT WITH THE
ACADEMY FOR URBAN SCHOOL LEADERSHIP TO PROVIDE SCHOOL TURNAROUND SERVICES
AT THEODORE HERZL ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement ("Agreement") with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Theodore Herzl Elementary School ("Herzl") at a cost not to exceed \$300,000.00 with supplemental compensation on a per-pupil basis of \$420.00 for the operation of the elementary school. 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 the Agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to the Agreement is stated below:

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

OVERSIGHT: Portfolio Office
125 South Clark Street, 10th Floor
Chicago, Illinois
Phone: (773) 553-2527
Contact Person: Oliver Sicat, Chief Portfolio Officer

PUBLIC HEARING: On or about November 30, 2011, the Chief Executive Officer proposed the reconstitution of Herzl. A public hearing on the proposed reconstitution of Herzl and the selection of AUSL to provide school turnaround services at Herzl was held on January 31, 2012. The January 31st hearing was recorded and a summary report is available for review.

TERM: The Agreement shall commence March 1, 2012 and shall end June 30, 2017, unless renewed or terminated early by the Board.

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

DELIVERABLES: AUSL will provide quarterly reports to the Portfolio Office 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 Herzl. AUSL will be evaluated annual 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 Herzl 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 \$420.00 for the operation of Herzl 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 Agreement. Authorize the President and Secretary to execute the written Agreement.

FINANCIAL: Charge to Portfolio Office: \$300,000.00 Fiscal Year: 2013
Budget Classification: 13610.115.54125.221307.000000
Source of Funds: General Education

Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 491 students in 2012-13 (FY13) will be approximately \$206,220.00. The financial implications will be addressed during the development of the FY13 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY12 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.

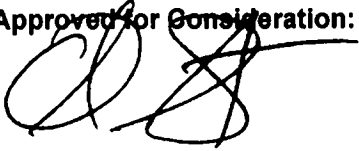
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of the 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 May 25, 2011 (11-0525-PO2), 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 FY12 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:



Oliver Sicat
Chief Portfolio Officer

Approved:



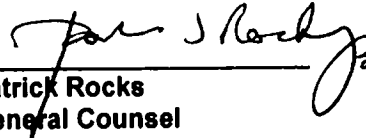
Jean-Claude Brizard
Chief Executive Officer

Within Appropriation:



David Watkins
Chief Financial Officer

Approved as to legal form:



Patrick Rocks
General Counsel