

**AMEND BOARD REPORT 09-0722-ED3
RATIFY ENTERING INTO A MEMORANDUM OF UNDERSTANDING
WITH CATALYST SCHOOLS (CATALYST ELEMENTARY SCHOOL – CIRCLE ROCK) TO
PARTICIPATE IN THE REAL/CHICAGO TEACHER ADVANCEMENT PROGRAM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify entering into a memorandum of understanding (MOU) with Catalyst Schools on behalf of Catalyst Elementary School – Circle Rock to participate in the Recognizing Excellence in Academic Leadership (REAL) program hereafter known as the Chicago Teacher Advancement Program (TAP) at a cost not to exceed \$300,000.00 over a two-year period (\$150,000.00 for year one and \$150,000.00 for year two). 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/Chicago Teacher Advancement 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 April 2009 the REAL/Chicago TAP Planning/Advisory Committee selected Catalyst Elementary School – Circle Rock to participate as one of the 10 schools in Cohort 3 to implement the program in 2009-2010. 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 Memorandum of Understanding 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.

CONTRACT SCHOOL: Catalyst Schools (School Operator)
1616 South Spaulding
Chicago, IL 60623
Contact: Michael Fehrenbach, President
Phone: 773-854-1633

Catalyst Elementary School – Circle Rock
5608 West Washington
Chicago, IL 60644
Contact: Stella Sims
Phone: 773-534-1635

OVERSIGHT: Department Office of Human Capital Resources
125 S. Clark Street, 2nd Floor
Chicago, IL 60603
Contact: Ann-Chan-Victoria Van-Nguyen
Phone: (773)-553-4068 (773) 553-1084

BACKGROUND: In January 2009, Catalyst Schools submitted an application to the REAL/Chicago TAP for consideration. In April 2009, the REAL/Chicago TAP Planning/Advisory Committee selected Catalyst Elementary School – Circle Rock to participate as one of the 10 schools in Cohort 3 to implement the program in 2009 – 2010.

TERM: The term of the memorandum shall commence on July 1, 2009 and shall end on 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 – Circle Rock is one of 30 schools implementing the program in 2009-2010. This MOU outlines the responsibilities of the REAL/Chicago TAP Program Office as well as the responsibilities of the contract 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, the collection of the 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 – Circle Rock will select lead & Mentor Teachers to provide model teaching, peer coaching, mentoring, team teaching and classroom observation for the rest of the teachers at the school. Teachers at the Catalyst at the Elementary School – Circle Rock will be evaluated based on the 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 – Circle Rock will also receive performance-based incentives as a part of the TIF grant.

COMPENSATION: Compensation to the contract school provided by the Board with a cost not exceed \$150,000.00 for year one and with a cost not to exceed \$150,000.00 for year two. Total compensation paid to the contract school for the term shall not exceed the sum \$300,000.00. 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 written Memorandum of Understanding. Authorize CEO for Human Capital or Deputy CEO for 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 Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from MBE/WBE review as services provided classify as a unique transaction.

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

FINANCIAL: Charge to the Department Office of Human Capital Resources: \$300,000.00
Fiscal Year: 2009-2010
Budget Classification: 11070-324-54105-221245-542126
Source of Funds: Teacher Incentive (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 Chicago 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.

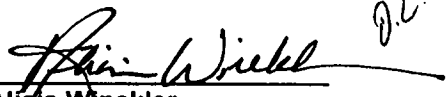
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (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.

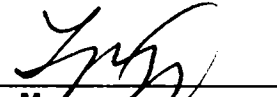
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:




Aliqa Winckler
Chief Human Capital Officer

Approved:



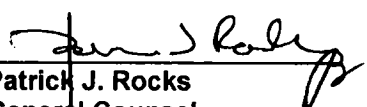
Terry MaZany
Chief Executive Officer

Within Appropriation:



Diana S. Ferguson
Chief Financial Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel