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LEADERSHIP DEVELOPMENT SERVICES AGREEMENT

(The SUPES Academy, LLC)
(June 27, 2013)

This LEADERSHIP DEVELOPMENT SERVICES AGREEMENT ("Agreement") is entered into this 27th day of June, 2013 ("Effective Date") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "Board" or "CPS") and The SUPES Academy, LLC ("Consultant" or "SUPES").

RECITALS

- A. The Board desires that Consultant render certain services more fully described herein; and
- B. Consultant has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Board.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing on June 27, 2013 and continuing through June 26, 2016 ("Term"), unless terminated sooner as provided herein. The parties shall have no options to renew this Agreement.
3. **Agreed Termination of Prior Agreement:** The parties previously entered into a Leadership Development Services Agreement commencing on October 25, 2012 to continue through October 24, 2013 ("2012 Agreement"). The parties agree that the 2012 Agreement shall be terminated early upon the execution of this current Agreement and that neither party shall be liable to the other for any costs or expenses associated with the early termination of the 2012 Agreement. After the Effective Date of this Agreement, the 2012 Agreement shall be considered null and void.
4. **Scope of Services:** Consultant agrees to provide the services set forth in **Exhibit A** ("Services"), in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in **Exhibit A** of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Consultant's fees, shall be documented by a written amendment to this Agreement signed by both parties.
5. **Compensation and Payment:** The total maximum compensation payable to Consultant under this Agreement shall not exceed Twenty Million Five Hundred Thousand Dollar (\$20,500,000.00) ("Maximum Compensation Amount") without the prior approval of the members of the Board and a written amendment to this Agreement. It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Term of this Agreement and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement. No expenses shall be reimbursed under this Agreement, and any materials provided by Consultant to the Board and its employees in performance of this Agreement shall be at no additional charge to the Board. Consultant shall be paid

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upon invoicing in accordance with the payment schedule set forth in Exhibit B. In the event of early termination of this Agreement, the Board shall only be obligated to pay for Services rendered up to the date of termination. In no event shall the Board be liable for the cost of Services performed after the effective termination or expiration date of this Agreement. If Consultant overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Consultant under this or any other Agreement between Consultant and the Board.

6. Billing and Payment Procedures; Electronic Payments

A. Billing and Payment Procedures: All invoices must include: a valid purchase order number, itemized description of the services rendered and/or materials delivered, date the services were rendered, date the materials were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Consultant has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement.

Submit original invoices to:

Chicago Public Schools
Attn: Accounts Payable
PO Box 661
Chicago, IL 60690-0661

Submit a copy to:

Chicago Public Schools
Talent Office
125 South Clark Street, 2nd Floor
Chicago, IL 60603
Attn: Alicia Winckler

B. Electronic Payments: Consultant agrees that, at the Board's sole discretion, the Board may make payment electronically to Consultant for any and all amounts due to Consultant pursuant to this Agreement by means of the Board's procurement charge card account. Consultant recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Consultant further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Consultant agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

7. Standards of Performance: Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Consultant performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant shall use efficient business administration methods and retain and utilize sufficient staff to assure the most effective and efficient performance of Services in the most expeditious and economical manner so as to assure among other things that the Services are performed are provided at a reasonable cost to the Board. Consultant shall utilize, as may be required by law or by this Agreement, professionals licensed to practice in the applicable profession. Consultant acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or

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deliverables or payment for any of the Services by the Board does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and deliverables. Consultant shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Consultant or its subcontractors or others on its behalf. This provision in no way limits the Board's rights against the Consultant under this Agreement, at law or in equity.

8. **Personnel:** Consultant must assign and maintain during the term of this Agreement and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board determines in its sole discretion that any employee, subcontractor or other person providing Services hereunder for the Consultant is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct the Consultant to remove that person from performing Services under this Agreement.

9. **Non-appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Consultant and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Consultant except that no payment shall be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

10. **Events of Default and Remedies:**

- A. Events of default ("Events of Default") include, but are not limited to, the following:
- i. Any material misrepresentation by Consultant in the inducement or the performance of this Agreement.
 - ii. Breach of any term, condition, representation or warranty made by Consultant in this Agreement.
 - iii. Failure of the Consultant to perform any of its obligations under this Agreement including, but not limited, to the following:
 - a) Action or failure to act which negatively affects the safety and/or welfare of students or Board staff;
 - b) Failure to perform the Services with sufficient personnel or material to ensure the timely performance of Services;
 - c) Failure to timely perform Services;
 - d) Failure to perform the Services in a manner reasonably satisfactory to the Board;
 - e) Failure to promptly re-perform Services that were rejected by the Board as incomplete or unsatisfactory within a reasonable time and at no cost to the Board; and
 - f) Discontinuance of the Services for reasons within Consultant's reasonable control.
 - iv. Default by Consultant under any other agreement Consultant may have or may enter into with the Board.

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- v. Assignment by Consultant for the benefit of creditors or consent by Consultant to the appointment of a trustee or receiver or the filing by or against Consultant of any petition or proceeding under any bankruptcy, insolvency or similar law.
- B. Remedies.** The occurrence of any Event of Default which Consultant fails to cure within fifteen (15) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within fifteen (15) calendar days after notice, Consultant fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Consultant in default. Whether to declare Consultant in default is within the sole discretion of the Chief Purchasing Officer. Written notification of an intention of the Chief Purchasing Officer to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Consultant's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:
- i. The right to take over and complete the supply of Services or any part thereof, by contract or otherwise as agent for and at the cost of Consultant either directly or through others. Consultant shall be liable to the Board for any excess costs incurred by the Board. Any amount due Consultant under this Agreement or any other agreement Consultant may have with the Board may be offset against amounts claimed due by the Board;
 - ii. The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;
 - iii. The right to suspend the supply of Services during the fifteen (15) day cure period if the default results from Consultant's action or failure to act which affects the safety or welfare of students or Board staff;
 - iv. The right to specific performance, an injunction or any other appropriate equitable remedy;
 - v. The right to receive from Consultant any and all damages incurred as a result or in consequence of an Event of Default;
 - vi. The right to money damages;
 - vii. The right to withhold all or part of Consultant's compensation under this Agreement; and
 - viii. The right to use an Event of Default as a basis to deem Consultant non-responsible in future contracts to be awarded by the Board.

The Board may elect not to declare Consultant in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Consultant to continue to supply the Services despite one or more Events of Default, Consultant shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement, at law, equity or statute.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or

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acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate this agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant the Early Termination provision below.

- C. **Turnover of Documents and Records:** Upon demand of the Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Consultant shall turn over to the Board or its designee within three (3) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work analyses, data, computer disks, documents or any other information relating in any way to this Agreement or the performance of Services, except that Consultant may keep a copy of such information for its own records.

11. Early Termination and Suspension of Services:

- A. **Early Termination:** The Board may terminate this Agreement in whole or in part, without cause, at any time, by a notice in writing from the Board to Consultant in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received or the date stated in the notice, whichever is later.

After notice is received, Consultant must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth herein in the provision regarding compensation and payment.

Consultant must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

Consultant shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Consultant or the Board to the extent inconsistent with this provision.

- B. **Suspension of Services:** The Board may, upon thirty (30) calendar days written notice, direct Consultant to suspend Services in whole or part. Consultant shall promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Consultant. Responsibility for any additional costs or expenses actually incurred by Consultant as a result of remobilization shall be determined by mutual agreement of the parties.

12. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

13. **Confidential Information, Dissemination of Information, Survival.**

A. **Confidential Information.** In performance of Services and/or delivery of Materials to the Board, Consultant may have access to or receive certain information that is not generally known to others, such as employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. ("**Confidential Information**"). Consultant shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Agreement ("**Work Product**") without the prior written consent of the Board. Consultant shall use at least the same standard of care in the protection of the Confidential Information of the Board as Consultant uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.

B. **Use of Confidential Information.** Consultant warrants and represents that it shall not use the Confidential Information or Work Product as defined above for any purpose not specifically identified in Exhibit A, including, but not limited to any research project whether internal or external to Consultant. Any use of the Confidential Information or any Work Product not specifically contemplated in this Agreement shall be considered a material breach of this Agreement.

C. **Dissemination of Information.** Consultant shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Consultant shall not issue publicity news releases or grant press interviews related to this Agreement, except as may be required by law or with the prior written consent of the Board. If Consultant is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information or Work Product which may be in Consultant's possession, Consultant shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Agreement.

D. **Third Party Confidential Information and Proprietary Information.** Consultant agrees not to utilize, analyze, reverse engineer, or otherwise exploit any third party Confidential Information or proprietary information in performing the Services regardless of where Consultant obtained the third party Confidential Information or proprietary information (even if the third party Confidential Information or proprietary information was provided by the Board) unless Consultant has previously secured the appropriate authorization in writing from such third party. In accordance with the provisions of Section 15 of this Agreement, Consultant hereby agrees to indemnify and hold harmless the Board against any and all claims related to third party Confidential Information and proprietary information in connection with or arising out of the acts or omissions of Consultant or its Staff under this Agreement.

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E. Return or Destruction of Confidential Information. Consultant shall, upon the request of the Board, or if no request is made, upon the termination or expiration of this Agreement, cease using and return or, at the option of the Board, destroy all Confidential Information furnished by the Board or collected by Consultant in performance under this Agreement. Consultant shall comply with the on demand to return or destruct all Confidential Information within three (3) business days of demand. In the event the Board elects to have Consultant destroy the Confidential Information, Consultant shall confirm by written affidavit to the Board that Consultant has complied with the Board's request to destroy such items.

F. Staff and Subcontractors. Consultant agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to herein by Consultant.

G. Injunctive Relief. In the event of a breach or threatened breach of this Section, Consultant acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Consultant agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

H. Freedom of Information Act. Consultant acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Consultant further acknowledges that this Agreement shall be posted on the Board's website at www.cps.edu.

I. Survival. The provisions of this Section shall survive the termination or expiration of this Agreement.

14. Intellectual Property

A. Intellectual Property Defined. Intellectual Property shall mean all trademarks, trade dress, copyrights and other intellectual property rights in the materials used in the performance of Services under this Agreement.

B. Board's Intellectual Property. Consultant agrees that, to the extent permitted by law, any and all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq.* To the extent any Work Product does not qualify as a "work for hire," Consultant irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All Confidential Information and Work Product, as well as any intellectual property arising therefrom, shall at all times be and remain the property of the Board. The Board's intellectual property shall include specifically any documents and materials produced from cooperation between the Board and Consultant. Consultant shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. Any documents or materials created by the Board in connection with the Services ("Board Materials"), whether such Board Materials were adapted or reproduced from Consultant's materials, or such Board Materials were originally prepared by the Board, shall be and remain the property of the Board. Board Materials shall exclude any and all (i) third party intellectual property, and (ii) pre-existing Consultant intellectual property that is delivered to the Board as part of the Services to be provided by Consultant hereunder or are imbedded in any Board Material. Upon written agreement between the parties, Consultant

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may be licensed to use the Board's intellectual property for specifically defined uses and terms.

C. Consultant's Intellectual Property. All intellectual property possessed by Consultant prior to performance of Services under this Agreement shall be and remain at all times "Consultant's intellectual property", provided that none of the Board's Confidential Information is used or disclosed in the Consultant's intellectual property. Consultant grants to the Board a perpetual, royalty-free, non-transferable license to use Consultant's intellectual property.

D. Survival. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

15. Representations and Warranties of Consultant: Consultant represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

A. Licensed Professionals. Consultant is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which Consultant, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

B. Compliance with Laws. Consultant is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace Act, the Illinois Student Records Act, the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Act, the Health Insurance Portability and Accountability Act of 1996, as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations ("HIPAA"), and any others relating to non-discrimination. Further, Consultant is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.

C. Good Standing. Consultant is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement.

D. Authorization. In the event Consultant is an entity other than a sole proprietorship, Consultant represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Consultant is duly authorized by Consultant and has been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Consultant. A signature delivered by facsimile or electronic means will be considered binding for both parties.

E. Financially Solvent. Consultant warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.

F. Gratuities. No payment, gratuity or offer of employment was made by or to Consultant in relation to this Agreement or as an inducement for award of this Agreement.

G. Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Consultant, are true and correct. Consultant shall promptly notify Board in writing of any material change in information set forth therein, including but not

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limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

H. Background Investigations and Criminal Background Investigations: Consultant represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on any and all employees, agents and subcontractors ("Staff") who may have direct, daily contact with CPS students under this Agreement in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/115); and the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 et seq.). Such complete Records Check consists of the following:

- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
- check of the Illinois Sex Offender Registry (IL-SOR), and
- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Murderer and Violent Offender Against Youth Registration Act*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Consultant understands and agrees that it shall not allow any of its employees or subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of 105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

If Consultant is an individual, Consultant represents and warrants that Consultant is in compliance with Section 5/34-18.5 of the *Illinois School Code* as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Consultant agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Consultant, all at Consultant's expense.

It is understood and agreed that Consultant's non-compliance with this Section 14(H) will constitute a material breach of this Agreement, and the Board also will have the right to withhold payments due hereunder until Consultant remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

I. Research Activities and Data Requests. Consultant acknowledges and agrees that in the event Consultant seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Consultant shall comply with the Board's Research Study and Data Policy (10-0728-PO9) adopted on July 28, 2010, as such policy may be amended from time to time. Consultant acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Performance Officer of the Office of Performance Management or his/her designee. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations agreed to by Consultant under this Section.

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J. **Prohibited Acts:** Consultant or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees have not, within three (3) years prior to the Effective Date of this Agreement, (i) been convicted of bribery or attempting to bribe a public officer or employee of any public entity, or (ii) been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the *Illinois Criminal Code*.

16. **Independent Contractor:** It is understood and agreed that the relationship of Consultant to the Board is and shall continue to be that of an independent contractor and neither Consultant nor any of Consultant's employees shall be entitled to receive Board employee benefits. As an independent contractor, Consultant agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. Consultant agrees that neither Consultant nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Consultant shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

17. **Indemnification:** Consultant agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Consultant, its officials, agents and employees and subcontractors in the performance of this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, patent infringement, or trademark or copyright violations.

Consultant shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, the Consultant shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Consultant of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Consultant, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Consultant) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Consultant, subject to the right of Consultant to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Consultant and Consultant shall be bound by and shall pay the amount of any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Consultant was conducting the defense.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

18. **Non-Liability of Board Officials:** Consultant agrees that no Board member, employee, agent, officer or official shall be personally charged by Consultant, its members if a joint venture, or any

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subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Consultant, its members if a joint venture, or any subcontractors.

19. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-800584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The compensation set in the Schedule of Compensation is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of the Consultant. The Consultant shall be responsible for any taxes levied or imposed upon the income or business privileges of the Consultant.

20. **Insurance:** Consultant, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Consultant or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Consultant shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

A. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

B. **Commercial General Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

C. **Automobile Liability Insurance.** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. **Professional Liability / Errors and Omissions.** When professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) each claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

E. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

F. **Additional Insured.** Consultant shall have its General and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a

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body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

G. The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Consultant for any Services if satisfactory proof of insurance is not provided by Consultant prior to the performance of any Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
125 S. Clark Street, 7th Floor
Chicago, Illinois 60603

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Consultant's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Consultant's failure to carry or document required insurance shall constitute a breach of the Consultant's Agreement with the Board. In the event Consultant fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Agreement may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Consultant. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Consultant under this Agreement.

All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement. The Consultant shall require any subcontractors under this Agreement to maintain comparable insurance naming the Consultant, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The Consultant will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within this Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement, if any, or any limitation that might be placed on the indemnity in this Agreement given as a matter of law.

The Consultant agrees that insurers waive their rights of subrogation against the Board.

Consultant must register with the insurance certificate monitoring company designated by the Board and must maintain a current insurance certificate on file during the entire time of providing services to the Board. The initial certificate monitoring company designated by Board is identified below. Consultant must register and pay the annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The initial annual monitoring fee is currently Twelve 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Consultant will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate

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monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications Inc.
676 N. LaSalle - Suite 230
Chicago, IL 60654
Phone - (312) 494-5709
Email - dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments: URL -<http://www.cpsConsultantcert.com>.

21. **Audit and Document Retention:** Consultant shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by the Consultant with this Agreement. Consultant shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Consultant to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the Consultant for the cost of such audit. Consultant shall maintain all records, correspondence, invoices, financial documents or information, receipts, vouchers, memoranda and other data relating to Consultant's Services under this Agreement. All records referenced above shall be retained for five (5) years after the termination or expiration of this Agreement and shall be subject to inspection and audit by the Board. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until that proceeding is closed. Consultant shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

22. **M/WBE Program:** Consultant acknowledges that it is familiar with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Agreements and agrees to comply with the provisions of such program.

23. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by confirmed facsimile (followed by the actual document), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

IF TO THE BOARD:

Talent Office
125 South Clark Street, 2nd Floor
Chicago, IL 60603
Attn: Alicia Winckler

Copy to:

General Counsel
125 South Clark Street, Suite 700
Chicago, IL 60603
Fax: (773) 553-1701

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IF TO CONSULTANT:

The SUPES Academy
1215 Washington Avenue
Suite 300
Wilmette, IL 60091
Fax: (866) 929-0374
Attn: Gary Solomon

24. **Right of Entry:** Consultant and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Consultant shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Consultant shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

25. **Non-Discrimination:** It shall be an unlawful employment practice for Consultant or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin. Consultant shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et. seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et. seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et. seq.*; as amended; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et. seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 *et. seq.*, as amended; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et. seq.* as amended; the Illinois School Code, 105 ILCS 5/1-1 *et. seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et. seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws.

26. **Entire Agreement and Amendment:** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

27. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Consultant irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Consultant agrees that service of process on the Consultant may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in Section 22 above, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the

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Consultant against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

28. **Continuing Obligation to Perform:** In the event of any dispute between Consultant and Board, Consultant shall expeditiously and diligently proceed with the performance of all its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

29. **Conflict of Interest:** This Agreement is not 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 within a one year period following expiration or other termination of their office.

30. **Indebtedness:** The Consultant agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

31. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Consultant or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

32. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago 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.

33. **Force Majeure.** Neither party shall incur any liability for any failure to perform or delay in performing any of its obligations contained in this Agreement, where such failure or delay is caused by fire, flood, natural disaster, act of God, riots, wars, act of government, strikes or labor disputes, or any other act or condition beyond the reasonable control of the party in question.

34. **Debarment Policy.** Consultant acknowledges that, in performing Services for the Board, Consultant shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.

35. **Waiver.** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

36. **Survival/Severability.** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services by Consultant or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect, provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

37. **Joint and Several Liability.** If Consultant, or its successors or assigns, if any is comprised of more than one individual or other legal entity (or a combination thereof) then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity.

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38. Counterparts and Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: David J. Vitale
David J. Vitale, Board President

Attest: Estela G. Beltran
Estela G. Beltran, Secretary

Date: 6/28/13

Board Report No.: 13-0626-PRS1-1

Approved as to legal form: James L. Bebley

James L. Bebley, General Counsel

THE SUPES ACADEMY, LLC

By: THOMAS VRANAS

Signature: [Signature]

Title: PRESIDENT

Date: 6/26/13

Attachments:

Exhibit A- Scope of Services

Exhibit B- Payment Schedule

Exhibit A
SCOPE OF SERVICES
(The SUPES Academy, Inc.)

Board Contact: Alicia Winckler

Phone: 773-553-3671 **Email:** awinckler@cps.edu

Consultant Contact: Thomas Vranas

Phone: 877-517-6859 **Email:** thomasv@supesacademy.com

The undersigned agree that the services and deliverables (collectively, "Services") covered by this Scope of Services shall be conducted pursuant to the terms and conditions contained in the Leadership Development Services Agreement ("Agreement") dated June 27, 2013 by and between The SUPES Academy, Inc. ("Consultant" or "SUPES") and the Board of Education of the City of Chicago (the "Board"), commonly known as the Chicago Public Schools or "CPS." Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

SUPES shall provide the following Services to the Board:

1. Lead and Coordinate Academy Planning and Ongoing Planning Sessions

a) SUPES shall provide academies (each an "Academy" collectively the "Academies") for each of the following cohorts: (1) Network Chiefs and Deputy Chiefs; (2) New Principals; (3) Developing Principals; (4) Rising and Achieving Principals; (5) Principal Fellows; (6) "OS4" Principals; (7) Assistant Principals; and (8) Welcoming Principals. The current plans for the overall curriculum arc and individual session agendas for each Academy are set forth below in Section 2. CPS leadership shall work with SUPES on any modifications that should be made to the curriculum and agenda during the Term of this Agreement.

b) Consultant shall design and deliver the Academies and other coaching services to the eligible CPS employees, as identified by CPS.

c) Consultant shall ensure that each Academy and all Academy sessions are appropriately customized to meet CPS' learning objectives and the CPS participants' learning needs.

d) Consultant shall plan, secure resources, implement and measure feedback from each of the various cohorts of leaders. Consultant shall facilitate a monthly Steering Committee meeting with select CPS cabinet members and the Chief Executive Officer to align design criteria and principles, measure on-going progress, identify continuous improvements, and make any necessary course corrections in content, delivery and/or administration of the academies.

2. Development of Learning Objectives and Outcomes

SUPES will work to develop specific learning objectives which will be developed for each Academy, in conjunction with CPS leadership. In general, SUPES will work with CPS leadership in the Talent Office, Network Office, Teaching and Learning, Accountability, Strategic School Supports Services, and the CEO's Office to ensure that Learning Objectives are properly aligned to the District-wide Action Plan, the Principal Quality Initiative, and the Principal Competencies, Evaluation system, and individual Principals' Professional Development Plans.

3. Provide High Quality Academy Instruction

Each Academy will have a master teacher ("Master Teacher") to facilitate the learning of the cohort throughout the Academy. Master Teachers will have successful CPS leadership experience, be SUPES

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Academy trained and certified, and have outstanding teaching and facilitation skills. Additional instruction will be provided by appropriate CPS experts, as identified by CPS leadership, and state/regional/national experts, as identified by the SUPES Academy and with approval from CPS.

SUPES will also provide Coaches for specified Academy participants, as described in detail below. SUPES Coaches will be selected based on a track record of success and will be fully vetted by CPS before assignment. CPS, SUPES and CPS Chiefs, Deputy Chiefs and Principals will determine the best fit for these matches.

If CPS is dissatisfied with a Coach and/or Master Teacher, SUPES is obligated to change the Coach and/or Master Teacher. CPS will make a request to SUPES of any such change in writing and SUPES will then immediately, within 5 days of receiving such notice, comply with the request.

SUPES will manage all aspects of coaching, including selection of coaches ("Coach or "Coaches"), weekly tracking of Coach activities and reporting, as needed.

4. Deliverables:

A. Materials and Reports

Prior to each Academy, SUPES will provide to the Board contact identified above, or her designee, an electronic copy of all materials ("Materials") that will be presented or used as part of the Academy. SUPES will ensure that all participants of each Academy receive a copy of all Materials.

SUPES will provide a weekly report to the Board Contact or her designee. The weekly report must be submitted to the Board Contact both as a hard copy and electronically by the first Wednesday after the week that is being reported. The weekly report must indicate the amount of time and the frequency of communication between the participant of an Academy and that participant's Coach. SUPES will also report to CPS, after each scheduled Academy session, the attendance of participants at each Academy session; which participant has completed and updated their Individual Learning Plan ("ILP"), as required; every participant's assessment of each Academy session; and recommendations of the adjustments, if needed, that it will make to future Academy sessions based on the feedback they have collected. CPS leadership will review these recommendations. CPS will have final decision making authority as it relates to the changes that will be implemented to the Academies. Reports will be submitted as a hard copy and electronic copy by SUPES to the Board Contact or her designee during monthly report-out meetings to be attended by the appropriate representatives of SUPES and CPS leadership.

B. Consistent delivery of quality Academies and Coaching Services to designated CPS employees

SUPES shall be expected to provide academies and coaching services to each of the designated employee groups as set forth below. Regardless of the level of CPS employee participating, the services provided shall share the following general characteristics in common:

- All sessions of the school year's Academy will be led by the same dedicated, nationally recognized Master Teacher
- Each session shall include reflection/social/downtime to increase team building
- The Academies will be provided at a CPS location capable of having break-out areas for small group discussions, and it must be able to support the audiovisual needs for the Academy.
- Where coaches are provided as part of the services, the following general parameters shall apply:

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- Coaches will regularly attend multiple sessions of the Academy and have time during said Academy to meet face-to-face with their respective participants.
- Coaches will also work in the field with each participant, on a schedule to be determined by SUPES and CPS, but no fewer than three times for each participant during each school year.
- Coaches will provide weekly check-ins, and will also provide check-ins as requested by the Chief(s). The check-ins will be centered around each participant's ILP as well as pertinent functions the participant may deal with as they relate to their position.

The following Academies to be provided during each School Year during the Term of this Agreement, and will range from 4-10 workshop days as agreed upon with CPS:

i. Network Chiefs and Deputy Chiefs of Schools Academy

The Chicago Public Schools' Network Chiefs and Deputies Academy is designed to support the success of network leaders in the Chicago Public Schools as they guide principals in meeting the Chicago Public School's Performance Standards to assure student success in college, career and life.

Learning Objectives

- Develop the skills and tools needed to provide oversight and leadership to Principals
- Develop the skills necessary for Deputies to become Chiefs
- Develop the tools necessary to be a strong coach for principals
- Develop the tools and performance metrics to assist principals in the creating, implementation and evaluation of school improvement plans
- For Deputies, become prepared to assume leadership role as assigned by Network Chief
- Develop the tools and resources to lead through others

ii. New Principal Leadership Program Academy ("New Principal Academy")

The CPS New Principals' Academy will support principals who may have not yet reached their desired positive milestones in terms of their student growth results. This workshop is designed to help those Principals who are relatively new to their role to obtain reliable, positive results for their school. This academy's participants will gain the the skills and expertise to begin laying the foundation for student success as they begin their careers as building leaders.

Learning Objectives

- Develop the skills and tools to build cohesive internal leadership teams
- Develop the skills and tools to refine and enhance their instructional observations
- Develop the skills and tools to analyze, interpret, and action plan around data with teachers
- Develop the skills and tools to build an external culture that supports the school
- Develop the skills and tools to establish and reinforce routines, procedures, and systems

iii. Developing Principals Leadership Program Academy ("Developing Principals Academy")

The Chicago Public Schools' Developing Principals Academy is designed to support the success of principals in the Chicago Public Schools whose school performance has plateaued or is declining, in order to accelerate the school's performance and to help the principal achieve at the highest levels of district expectations on the Chicago Public Schools Principal Competencies. Developing Principals who attend this academy will master the skills and tools needed to accomplish positive school performance trends over a sustained period of time.

Learning Objectives

- Develop the skills and tools to “break” bad habits or change behavior in order to change outcomes
- Develop the skills and tools to build and/or repair relationships
- Develop the skills and tools to assume and reinforce a culture of collective responsibility
- Develop the skills and tools to create a system of rewards that speaks to the “why” and “how” to reward, and recognize, and the “why” and “how” address high-performing and under-performing talent
- Develop the skills and tools to build and execute on a comprehensive development plan
- Develop the skills and tools to engage in critical conversations across internal and external stakeholders
- Develop the skills and tools to create, implement and evaluate a personal professional development plan
- Develop the skills and tools to create, implement and evaluate a rigorous, accountable school improvement plan (CIWP)

iv. Rising and Achieving Principals Leadership Program Academy (“Rising and Achieving Principal Academy”)

The Chicago Public Schools’ Rising & Achieving Principals Academy is designed to provide differentiated support, as determined by performance evaluation to improve principal practice and increase student growth, in alignment with the Chicago Public Schools’ Principal Competencies. The academy provides practical applications of learning to increase the capacity of principals in leading their schools. Principals who attend this academy will accelerate and sustain growth trends on a consistent and perpetual basis.

Learning Objectives

- Develop the skills and tools to provide differentiated support, as determined by performance evaluation, to improve principal practice and increase student growth
- Develop the skills and tools to establish and reinforce routines, procedures, and systems to ensure reliability in results
- Develop the skills and tools to build a comprehensive development plan that capitalizes on strengths and school’s development opportunities
- Develop the skills and tools to provide differentiated support to become “Empowered”
- Develop the skills and tools to provide an opportunity for sharing work at local, state, or national conferences
- Develop the processes and protocols to “Spotlight” those caught in the act of exemplary leadership – showcase how to improve via the work of their peers
- Develop the skills and tools to be a coach to principals with differentiated needs

v. Principals Fellowship (“The Principal Fellows Academy”)

The Principal Fellows Academy will expand the success of high-performing principals in the Chicago Public School District by facilitating top-performing principals in sharing their success with other principals in the system. In addition, through this program, Fellows will be exposed to external experiences to help them grow and develop, while extending their reach into a national perspective.

Learning Objectives

- Develop the skills and tools to provide coaching for New Principals
- Develop the skills and tools to serve on “Principal Focus Group” created to vet CPS initiatives and policies

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- Develop the skills and tools to represent CPS at national conferences, and speak to CPS reforms, as appropriate
- Learn to sustain leadership impact
- Learn systematic innovation best practices nationally and work to integrate that innovation within Chicago
- Prepare to be a district leader through enhance opportunity to network and work with network offices and central office administrators
- Prepare to lead struggling schools

vi. Strategic School Supports and Services Principal Leadership Program Academy ("OS4 Principal Academy")

The Chicago Public Schools' Strategic School Supports and Services Principals Academy is designed to support the success of principals in their task of implementing strategies to meet the challenges of traditionally difficult schools. The academy is designed to develop participants' instructional and leadership skills, as well as their understanding of district expectations for principals in alignment with the Chicago Public Schools' Principal Competencies. The academy provides current, relevant, and research-based curricula infused with practical applications of learning to increase the capacity of principals in leading their schools with support from the OS4.

Learning Objectives

- Develop a clear understanding of the purpose of the Office of Strategic School Support Services and the role of OS4 in supporting whole school transformation in the Chicago Public Schools
- Develop the knowledge and skills required to develop and support the implementation of a coherent instructional program.
- Develop the knowledge and skills required to understand what good teaching looks like, and how to support this work
- Develop the knowledge, skills and tools to use quantitative and qualitative data to improve teaching and learning and ensure continuous improvement
- Develop the knowledge and skills required to build the capacity of teachers and staff

Accountability

- Develop the skills and tools to create a sense of urgency, while at the same time, building a culture of internal accountability within the school
- Develop the skills and tools that allow a principal to gain staff buy in and commitment
- Develop the knowledge and skills required to engage in crucial conversations and hold staff accountable for meeting performance expectations

Operations

- Develop the skills and tools to maintain sound communication practices
- Develop the budgetary skills and tools necessary to support student achievement
- Develop the knowledge, skills, and tools to create structures and systems to support teaching and learning

Culture and Climate

- Develop the skills and tools to create and sustain a positive school culture and climate, required to drive student achievement
- Develop the skills and tools to implement positive and consistent parent/ school community/LSC relations practices
- Develop the knowledge and skills required to develop political acumen
- Develop the skills and tools to successfully understand/implement the following CPS specific initiatives:

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- REACH
- Principal Evaluation Process
- Assessment/Common Core
- Accountability framework
- Literacy and Math Content Frameworks

- vii. **Assistant Principal Leadership Program Academy ("Assistant Principal Academy")**
The Chicago Public Schools' Assistant Principals Academy is designed to prepare experienced assistant principals who demonstrate proficient practice and who desire to become principals. The Academy will also support the success of these assistant principals in their current role. The academy will offer assistant principals the opportunity to develop their leadership skills, as well as their understanding of district expectations for principals in alignment with the Chicago Public Schools' Principal Competencies. Assistant Principals attending this program will engage in practical applications of learning to increase their capacity for achieving maximum success in their current role and enhance their preparedness in obtaining a principalship.

Learning Objectives

- Develop leadership capacity of APs within the principal competencies framework
- Prepare population to become successful "New Principals"
-

The following Academy shall be provided only during 2013-2014 School Year:

- viii. **Welcoming Principals Leadership Program Academy ("Welcoming Principal Academy")**
The Chicago Public Schools' Principal Academy for Welcoming School Principals will provide strategic support to those principals receiving students, families and faculty from the forty-nine Chicago Public Schools that closed at the end of the 2012-2013 school year. The professional development will enhance their understanding of the District's expectations and the competencies that are included in the CPS Performance Standards for School Leaders. The curriculum will highlight which skills and expertise principals need to establish a new culture in their schools and assist students, families, and faculty engage in the change process. This program will help increase the capacity of principals in welcoming new students, families, and staff to their schools, and provide Principals a community of peers to ensure a successful start to the school year.

Learning Objectives

- Develop the skills and tools to prepare & support the school community with the knowledge, skills, and strategies to effectively lead the opening and successful operation of the newly consolidated school
- Develop the skills and tools to have a successful, engaging opening of schools
- Develop the tools and performance metrics to assist principals in the creating, implementation and evaluation of school improvement plans
- Develop the tools and performance metrics to assist principals in the creating, implementation and evaluation of transition plans
- Support in building a new culture by creating and reinforcing events and community engagement over the summer and through the start of school to systemically build a positive school and community culture.

ACADEMY CANCELLATION POLICY: CPS leadership has the authority to approve the cancellation of an Academy session. No cancellation will occur unless an alternate date is chosen to make up the cancelled event by CPS leadership and SUPES. CPS has final decision making authority as it relates to the date a session will be made up. It is recognized that certain costs may be incurred by SUPES for those academies cancelled within a short time before its scheduled date. Therefore, the parties agree

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that in the event that an academy is cancelled within fourteen (14) days before its scheduled start, CPS will pay SUPES \$2,000.00 per cohort as a cancellation fee. The cancellation fee for the cancellation of a Welcoming Principal Academy shall be \$4,000.00 if cancellation is within fourteen (14) days of the scheduled date. The parties agree to work cooperatively to minimize or eliminate such cancellations and the resulting costs. This provision shall not apply to cancellations that occur for force majeure events as set forth in the Agreement.

EXHIBIT B

SCHEDULE OF COMPENSATION

Consultant will be paid fees for services completed pursuant to this Agreement as outlined in the attached pricing spreadsheet.

Consultant shall have the right to invoice the Board upon completion of each Academy as listed on the attached spreadsheet. The Board shall pay Consultant within thirty (30) days after the receipt of an invoice. Written notice will be mailed promptly to Consultant if any portion of an invoice is disapproved for timely dispute resolution.

Consultant's invoices shall provide detailed explanations of the services performed and the charges included within the invoice. Consultant is responsible to schedule its invoicing so that at least twenty percent (20%) will not be invoiced before the end of a fiscal year during the Term of this Agreement. For instance, Consultant shall not invoice \$6.8 million in fees by the end of April when the first year of the Agreement does not end until June 26.

The Board shall not reimburse any expenses to Consultant, its employees, or subcontractors.

2013-2016 TOTAL COST OVERVIEW							Total
	FY2013	2013-2014	2014-2015	2015-2016	2013-2016		
Chief/Deputy Program	\$ 35,625.00	\$ 676,876	\$ 712,500	\$ 712,500	\$ 2,137,501.00		
New Principal Academy	\$ 24,025.00	\$ 456,475	\$ 480,500	\$ 480,500	\$ 1,441,500.00		
Developing Principal Academy	\$ 60,300.00	\$ 1,145,700	\$ 1,206,000	\$ 2,412,000	\$ 4,824,000.00		
Rising/Achieving Principal Academy	\$ 120,600.00	\$ 2,291,400.00	\$ 2,412,000.00	\$ 1,206,000.00	\$ 6,030,000.00		
Principal Fellows	\$ 26,300.00	\$ 499,700	\$ 526,000	\$ 526,000	\$ 1,578,000.00		
OS4 Principal Academy	\$ 27,250.00	\$ 517,750	\$ 545,000	\$ 545,000	\$ 1,635,000.00		
Assistant Principal Academy	\$ 12,250.00	\$ 232,750	\$ 245,000	\$ 245,000	\$ 735,000.00		
Welcoming Academy	\$ 23,687.50	\$ 71,063					
iPad Curriculum Development	\$ 11,000.00	\$ 189,000	\$ 200,000	\$ 200,000	\$ 600,000.00		
District Liaison (2 staff)m	\$ 39,437	\$ 45,563	\$ 85,000	\$ 85,000	\$ 255,000.00		
Off-Site Operations (4 staff)	\$ 8,800	\$ 151,200	\$ 160,000	\$ 160,000	\$ 480,000.00		
Material Licensing	\$ 6,875	\$ 118,125	\$ 125,000	\$ 125,000	\$ 375,000.00		
Contingency Fund	\$ 3,850	\$ 66,150	\$ 70,000	\$ 70,000	\$ 210,000.00		
Annual Total Cost	\$ 400,000	\$ 6,461,752	\$ 6,767,000	\$ 6,767,000	\$ 20,395,752		