APPROVE ENTERING INTO A TEACHER REFERRAL AND SUPPORT AGREEMENT WITH TEACH FOR AMERICA

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a teacher referral and support agreement with Teach For America to provide 75 provisionally-certified teachers to Chicago Public Schools at a cost not to exceed \$337,500.00. Provider was selected on a non-competitive basis due to its expertise in recruiting and assisting individuals to obtain alternative teaching certificates. A written teacher referral agreement for Provider is currently being negotiated. Provider shall provide no services and no payment shall be made to Provider prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification No.: 03-250136

VENDOR: Teach For America

350 North Ogden, Suite 410

Chicago, IL 60607

Contact Person: Marion Hodges

(312) 421-8964 Vendor # 33384

USER: Routes to Teaching

Department of Human Resources 125 South Clark Street 2nd Floor

773-553-1070

Contact Person: Ascencion Juarez

TERM: The term of this agreement shall commence on the date the agreement is signed and end June 30, 2004.

TEACHER REFERRAL DESCRIPTION: The Provider will refer up to 75 provisionally-certified teachers to the Board for possible employment with the Chicago Public Schools for the 2003-2004 school year. Teachers referred by Provider will be enrolled in Provider's 13 month certification program to receive an Illinois Alternative Initial Teaching Certificate. All teacher candidates referred by Provider will include a written qualification plan that includes an evaluation of work history, transcripts, essays, references and a commitment to teach in a school that serves a low-income community. Provider, in partnership with national Louis University, will provide teacher candidates with all course work and other training necessary for the candidates to be provisionally certified by the State of Illinois and eligible for referral to the Chicago Public Schools. Teacher candidates referred by Provider and hired by Chicago Public Schools for the 2003-2004 school year will be placed in classrooms as teacher interns for two years. Provider will sign an agreement that requires teacher interns to complete the program within 13 months from the beginning of the program, and requires them to work in the Chicago Public Schools for a period of not less than one year after completing the program and receiving their certification, if such positions are offered to them. Provider will be required to repay a percentage of the tuition payment that the Board made on their behalf under the program if participants fail to fulfill these requirements. The repayment amount will be established by a pro rata formula developed by the Board's Alternative Certification Program Manager.

OUTCOMES: These services will result in the recruitment of a pool of up to 75 highly qualified teacher candidates who will have their provisional teaching certificate and will be working towards their Illinois Alternative Initial Teaching Certification for potential employment by the Chicago Public Schools.

REFERRAL FEE: Teach for America will be paid the sum of \$4,500 per referred teacher-candidate hired by the Chicago Public Schools for the 2003-2004 school year (maximum of \$337,500.00 for up top 75 referrals).

COMPENSATION: Provider shall be paid in two installments, as follows: On July 1, 2003 Teach for America shall be paid \$168,750.00. On January 1, 2004 Provider shall be paid the balance of the referral fee less deductions for the actual number of teacher's candidates who received Chicago Public Schools teaching positions and deductions for teacher candidates who dropped out or withdrew from their Chicago Public Schools teaching position during the 2003-2004 school year.

REIMBURSABLE EXPENSES: None

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement.

AFFIRMATIVE ACTION: Pursuant to section 3.7 of the Revised Remedial Plan for the Minority and Business Enterprise Contract Participation (M/WBE Plan) this contract is exempt from review because the contract is for referral services.

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

FINANCIAL: Charge to Routes to Teaching: \$337,500.00

Fiscal Year: FY04

Budget Classification: 0710-239-699-1575-5410

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 members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), 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:

Sean P. Murphy Chief Purchasing Office

Within Appropriation:

Peggyuavis Chief of Staff Approved:

Arne Duncan

Chief Executive Officer

Approved as to legal form:

Ruth Moscovitch
General Counsel