RATIFY AN AGREEMENT WITH THE ILLINOIS INSTITUTE OF TECHNOLOGY FOR CATERING SERVICES, AUDIOVISUAL RENTAL FEES AND SPACE RENTAL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISIONS:

Ratify an agreement with the Illinois Institute of Technology for catering services, audio-visual rental fees and space rental for the Office of Reading – Reading First Program for mandatory monthly meetings for participating schools, at a cost not to exceed \$45,000. Vendor has already received payment of \$16,686.50 for these services. The Illinois Institute of Technology was selected on a non-competitive basis because of the availability of the selected dates, ability to meet requested conference specifications and price. A written agreement for this matter is currently being negotiated. No additional payment shall be made to Vendor 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.

Specifications No.: 04-250048

VENDOR:

Illinois Institute of Technology

Director's Office 10 West 33rd Street Chicago, IL 60616 Contact: Ian Crone Phone: (312) 567-3707

Vendor #26500

USER:

Office of Reading - Reading First

125 S. Clark St – 9th floor Chicago, IL 60603 Contact: Lisa Epstein Phone: (773) 553-3751

TERM OF AGREEMENT: This agreement shall commence January 1, 2004 and end December 31, 2004.

SCOPE OF SERVICES/DELIVERABLES: The Illinois Institute of Technology will provide space, continental breakfast and lunch, and requested audio-visual equipment for 12 meetings for approximately 300 principals and reading specialists.

OUTCOMES: Provide a central location for reading specialists from Reading First schools to attend professional development sessions.

COMPENSATION: The total cost of the services and space provided by the Illinois Institute of Technology shall not exceed the sum of \$45,000.

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. Authorize the Director of the Reading First program to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: Pursuant to Section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) this contract is exempt from review because this contract is a space rental agreement.

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

FINANCIAL: Charge the Office of Reading – Reading First Program: \$45,000.00

Budget Classification: 0320-239-772-7862-5340 (\$40,445) FY 2004

Source of Funds: Reading First Grant

Charge the Office of Reading – Reading First Program: \$909.00 Budget Classification: 0320-239-773-7862-5480 (\$909) FY 2004

Source of Funds: Reading First Grant

Charge the Office of Reading – Reading First Program: \$3,646.00 Budget Classification: 0320-239-775-7862-5480 FY 2004

Source of Funds: Reading First Grant

NOTE: \$12,087 has been paid pursuant to Purchase Order 694495 \$4,599.50 has been paid pursuant to Purchase Order 724947

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 (95-0726-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:

Heather A. Obora

Chief Purchasing Officer

Approved:

Arne Duncan

Chief Executive Officer

Within Appropriation:

∕oh∕n Maiorca

Chief Financial Officer

Approved as to legal form: fw

Ruth M. Moscóvitch General Counsel