APPROVE ENTERING INTO A TEACHER REFERRAL AND SUPPORT AGREEMENT WITH ASSOCIATED COLLEGES OF ILLINOIS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a teacher referral and support agreement with Associated Colleges of Illinois (ACI) to provide 24 provisionally-certified teachers to Chicago Public Schools at a cost not to exceed \$108,000.00. ACI was selected on a non-competitive basis due to the unique program design and because ACI received significant funding dollars from the US Department of Education through a Transition to Teaching grant. A written teacher referral agreement is currently being negotiated. No payment shall be made to the 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.: 04-250067

PROVIDER: Associated Colleges of Illinois

20 North Wacker Drive, Suite 4114

Chicago, Illinois 60606 Contact: Cindy Diehl Yang

312-263-2391 x 26 Vendor # 44416

USER: Chicago Public Schools

Department of Human Resources

First Class Alternative Certification Program

125 South Clark Street, 15th Floor

Chicago, IL 60603 Contact: Toni Hill 773-553-1137

TERM: The term of this agreement shall commence on July 1, 2004 and shall end June 30, 2005.

EARLY TERMINATION RIGHT: 60 days notice by either party.

SCOPE OF SERVICES: The Provider will refer up to 24 provisionally-certified teacher-interns for employment with Chicago Public Schools during the 2004-2005 school year. Teacher-interns referred by Provider will be enrolled in a 12-month certification program; at the end of the program teacher-interns will be eligible for an Illinois Alternative Initial Teaching Certificate. The Provider, working with Concordia University as the lead certifying institution, will provide teacher-interns with all course work and other necessary training in order to be provisionally certified by the Illinois State Board of Education and eligible for hire by Chicago Public Schools.

DELIVERABLES: The Provider will refer up to 24 provisionally-certified teacher-interns for employment with Chicago Public Schools during the 2004-2005 school year.

OUTCOMES: At the end of the 2004-2005 school year, 24 teacher-interns will be eligible for their Illinois Initial Alternative Secondary Teaching Certificate and continued employment by Chicago Public Schools.

COMPENSATION: The Provider will be compensated on a per teacher-intern basis at the rate of \$4,500.00 per teacher-intern at a total cost not to exceed \$108,000.00. The Provider shall be paid in two installments. On September 1, 2004, ACI shall be paid one-half of the referral fee for each teacher-intern hired by Chicago Public Schools. On January 1, 2005, ACI shall be paid the balance of the referral fee less deductions for any teacher-candidates who have failed to fulfill the requirements of the Program. The Board will require any teacher-intern who fails to fulfill the requirements of the Program to repay the Board for the tuition payments made by the Board on such teacher-intern's behalf.

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 Women 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 Department of Human Resources: \$108,000.00

Fiscal Year: 2005

Budget Classification: 0710-239-821-1575-5410

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:

Heather A. Obora

Chief Purchasing Officer

Approved

Arne Duncan

Chief Executive Officer

Within Appropriation:

Jóhn Maiorca

Chief Financial Officer

Jun //vnc

General Counsel