 December 20, 2006

AMEND BOARD REPORT 06-0726-PR21
APPROVE ENTERING INTO AN AGREEMENT WITH ASPIRA, INC, BANNER SCHOOLS, AND PATHWAYS IN EDUCATION-ILLINOIS FOR LEARNING IN NEW COMMUNITIES SCHOOLS SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Aspira, Inc, Banner Schools and Pathways in Education-Illinois to provide Learning in New Communities (LINC) Schools to the Office of High School Programs at an aggregate cost not to exceed ~~$5,373,000.00~~ $6,700,500.00. Vendors were selected on a competitive basis pursuant to Board Rule 5-4.1. Written agreements for each vendor are currently being negotiated. No services shall be provided by any vendors and no payment shall be made to any vendors prior to ~~the~~ that vendor's execution of its ~~their~~ written agreement. The authority granted herein shall automatically rescind as to each vendor in the event a written agreement is not executed by such vendor within 90 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

This amendment is necessary to increase the maximum aggregate cost of the LINC program from $5,373,000.00 to $6,700,500.00. No amendments to the contracts are needed. Vendors are allocated a maximum number of seats for CPS students and are paid on a usage basis.

VENDORS:

1. Aspira, Inc.
   2415 N. Milwaukee Ave
   Chicago, Illinois 60647
   773-252-0970
   Contact Name: Jose E. Rodriguez
   Vendor No. 46955

2. Banner Schools
   5100 S. Cornell #904
   Chicago, Illinois 60615
   773-934-2328
   Contact Name: Eric A. Carlton
   Vendor No. 20029

3. Pathways in Education-Illinois
   1351 Foothill Blvd.
   La Canada, California 91011
   818-952-5077
   Contact Name: Jamie Hall
   Vendor No. 18327

USER:
Office of High School Programs
125 S. Clark 12th floor
Chicago, Illinois 60603
Dr. Donald Pittman
773-553-2147

TERM: The term of each agreement shall commence on the date the agreement is signed and shall end August 30, 2008. Each agreement shall have two (2) options to renew for periods of one year each.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES: Vendors shall provide the following services: High quality educational alternative Programs for high school students age 17 years and older who have had significant leaves of absence from school or have been involved with the juvenile justice system and have few, if any, high school credits. The programs shall be designed to prepare students for graduation from high school and provide a post-secondary path

DELIVERABLES: Vendors shall provide:

- Program with adequate and appropriate equipment and supplies
- Administer academic progress and other assessments as described by the Board, in the Board's sole discretion (Board will provide test booklets, training and scoring for mandated state and local tests.)
- Provide areas in school conducive to learning separate from the lunch and other activity rooms
- Provide sufficient staff (teacher aides, security and etc.) to effectively manage, support and educate students consistent with their needs
- Program will have special component dedicated to truancy with attempts to increase attendance of students and decrease truancy problems
- Students will demonstrate academic gains while attending LINC schools
- Provide and administer mutually agreed upon assessments of progress in reading and mathematics at the end of school year for all students to assess individual student progress
- Provide to Office of High School Programs semester transcripts for each student enrolled in the LINC schools
- Provide monthly attendance summaries to Office of High School Program Staff
- Provide list to graduates to Office of High School Programs at the end of each school year

OUTCOMES: Vendors will ensure that:

- Students make a minimum of six months growth on standardized achievement tests
- Student attendance rate is 80%
- Students earn a minimum of 6 credits per academic year
- Students have a post-secondary plan upon graduation

COMPENSATION: Each vendor will be allocated a certain number of seats and will be paid a negotiated rate for these seats, not to exceed the sum of ~~$5,373,000.00~~ $6,700,500.00 over a two year period. Each agreement will contain a clause that the Board may increase or decrease the number of seats by giving the vendor thirty (30) days written notice.

REIMBURSABLE EXPENSES: None.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreements.

AFFIRMATIVE ACTION: Pursuant to Section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) these contracts are exempt from review because services are being provided by Not-For-Profit organizations.

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

FINANCIAL: Charge to Office of High School Programs
~~$5,373,000.00~~ $6,700,500.00
Fiscal Year: 2007 $3,129,000.00
Fiscal Year: 2008 $3,571,500.00
Budget Classification: 1125-210-000-2049-objects
Source of Funds: General Education 210

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 June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

Approved for Consideration:

Heather A. Obora
Chief Purchasing Officer

Approved:

Arne Duncan
Chief Executive Officer

Within Appropriation:

John Maiorca
Chief Financial Officer

Approved as to legal form:

Patrick J. Rocks
General Counsel