# APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH AMER-I-CAN ENTERPRISE II, INC. FOR MENTORING SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Amer-I-Can Enterprise II, Inc. to provide mentoring services to Board at a cost for the option period not to exceed \$500,000. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

#### **VENDOR:**

1) Amer-I-Can Enterprise Ii, Inc 3260 West Warren Chicago, II 60624 Harold Davis 773-988-5588 312-633-9346 Vendor # 21503

## **USER:**

Facility Operations & Maintenance 125 South Clark Street 16th Floor Chicago, IL 60603 Patricia L. Taylor 773-553-2900

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-1022-PR5 as amended by Board Report 09-0624-PR6) in the amount of \$1,000,000 is for a term commencing November 1, 2008 and ending October 31, 2009, with the Board having two options to renew for 12 months each. The original agreement was awarded on a non-competitive basis based on their extensive experience in mentoring service to at risk junior and senior high students.

#### **OPTION PERIOD:**

The term of this agreement is being extended for 1 year commencing November 1, 2009 and ending October 31, 2010.

# **OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

# **SCOPE OF SERVICES:**

Amer-I-Can Enterprise II, Inc. will continue to provide mentoring services which includes:

1. Life Management Skills mentoring 2. Pre-construction training and 3. Advocacy The program is designed to provide training, mentoring and part time employment to at-risk junior and senior high school as follows:

Life Management skills mentoring: the curriculum is a 60 hour, 15 chapter self-improvement mentoring program. This curriculum addresses eight (8) critical areas of the life skills and human development: Motivation, Habits and Attitudes, Goal Setting, Problem Solving and Decision Making, Emotional Control, Family Relationship, Financial Stability, Effective Communications and Employment Search and Retention.

Pre-Construction Training: Training and part-time employment to 125 at-risk, junior and senior high school students regarding the repair of auditorium seating. The students will learn work ethics, such as reporting to work on time; taking only the allotted time for lunch, reporting to work on the next work day after paid day, working independently without assistance, working in a clean environment and understanding what is required of the worker by asking questions about things not understood.

Advocacy: Provide students with counsel on health and medical issues. Consultant will also address social and family issues.

## **DELIVERABLES:**

Consultant shall pay each student in the program \$10 per/hour; after working in the program for one year, qualified students are promoted to assistant supervisor and paid \$12-15 per/hour. Students work 25 hours/per week during the school year and 8 hours per/day during the summer. Students will be paid by check or bank debit card. All payments will comply with the Internal Revenue Code and applicable state law and will be subject to audits by the Board.

### **OUTCOMES:**

Consultant's services will continue to result in improving the overall behavior and attendance of 100 at risk junior and senior high school students, as well as result in schools having new refurbished auditorium seating.

#### **COMPENSATION:**

Consultant shall be paid during this option period as follows: on a project by project basis as invoices are submitted and verified. The total compensation shall not exceed the sum of \$500,000.

## **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this option agreement.

# **AFFIRMATIVE ACTION:**

This contract is in full compliance with the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this contract includes: 30% total MBE participation and 7% total WBE participation.

The vendor has identified and scheduled the following firms and percentages:

# Total MBE-93%

Amer-I-Can Enterprise II, Inc 3260 West Warren Blvd Chicago, Illinois 60624 Contact: Harold Davis

## Total WBE-7%

Helen Latimore (independent consultant) 1815 East 71st Street Chicago, Illinois 60649

# **LSC REVIEW:**

Local School Council approval is not applicable to this report.

## FINANCIAL:

Charge to Facilities: \$500,000 Source of Funds: Capital Funds

12150-499-54105-009414-000000-2010

\$500,000.00

# **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:** 

Opal C. Walls

**Chief Purchasing Officer** 

Within Appropriation:

PEDRO MARTINEZ

**Chief Financial Officer** 

Approved:

Ron Huberman

**Chief Executive Officer** 

Pon Make

Approved as to Legal Form

PATRICK J. ROCKS General Counsel