

**RATIFY AN AGREEMENT WITH TAYLOR PUBLISHING COMPANY
FOR YEARBOOK PRINTING SERVICES FOR KENWOOD ACADEMY HIGH SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with Taylor Publishing Company for yearbook printing services for Kenwood Academy High School at a cost not to exceed \$66,480.00. The purchases were obtained without prior Board approval. Vendor was selected on a non-competitive basis because Taylor Publishing provides highly specialized yearbook printing services and grants the school the right to utilize its proprietary software that is currently installed in the school's computer system. Kenwood Academy has been utilizing Taylor's services for the past eleven years. A written agreement for these services is currently being negotiated. No 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 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

SPECIFICATION NO.: 03-250038

VENDOR: Taylor Publishing
PO Box 732
Morris, Illinois 60450
(815) 941-9626
Vendor #26501

USER: Kenwood Academy High School
5015 S. Blackstone
Arthur Slater
773-535-1350

TERM: The term of this agreement shall commence on September 1, 2001 and shall end May 24, 2003. The Board shall have the option to extend the Contract for two (2) additional twelve (12) month periods.

SCOPE OF SERVICES:

Vendor shall provide highly specialized yearbook printing services including the right to utilize their software program at no cost. Vendor shall also provide in-school representation and in-service training for students once a year. Additionally, vendor shall provide three (3) summer yearbook camp scholarships to Kenwood students for the 2003 school year.

DELIVERABLES: Approximately 1,500 yearbooks will be delivered for the 2003 school year. 1,500 yearbooks were delivered for the 2002 school year.

OUTCOMES: Vendor will deliver yearbooks to Kenwood Academy High School on a timely basis for the 2003 school year. Students will receive high quality yearbooks.

COMPENSATION: Consultant shall be paid in two installments upon invoicing. The first payment shall be paid at the time of execution of the contract and the second payment shall be paid upon delivery of the 2003 yearbooks; total not to exceed the sum of \$66,480.

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: The M/WBE goals for this contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE. However, the Waiver Review Committee recommends that a full waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope is not further divisible.

LSC REVIEW: This action was approved by the LSC for Kenwood Academy High School on December 17, 2002.

FINANCIAL: Charge to: Kenwood Academy High School \$66,480.00 Fiscal Year: 2001-2002 & 2002-2003
Source of Funds: Internal Account

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.

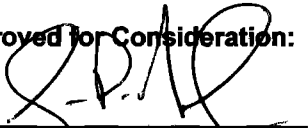
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members During the one year period following expiration or other termination of their 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:



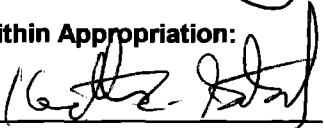
Sean P. Murphy
Chief Purchasing Officer

Approved:



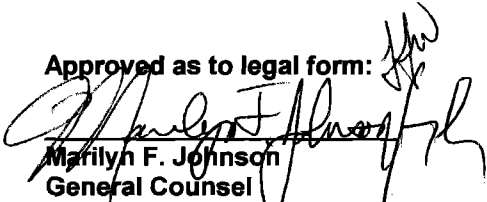
Arne Duncan
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:



Marilyn F. Johnson
General Counsel