

**APPROVE EXERCISING THE FIRST OPTION TO RENEW AGREEMENTS WITH VARIOUS PROVIDERS
TO CONTINUE TO PROVIDE EDUCATIONAL SERVICES TO EXPELLED OR REFERRED STUDENTS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew agreements with the Providers named below to continue furnishing educational services to CPS students who have been expelled from school or referred by their school principal for displaying extreme disruptive behaviors at an aggregate cost not to exceed \$323,007.00 for the option period. Written option documents exercising these options to renew are currently being negotiated. No payment shall be made to any Provider during the option period prior to the execution of such Provider's written option document. The authority granted herein shall automatically rescind as to each Provider in the event a written option document for such Provider is not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

Specification No.: 03-250209

PROVIDERS:

1. Jane Adams
1800 W. Cuyler
Chicago, Illinois 60613
Contact: Jim Blum
Phone: 773-871-1787
Vendor # 38896
2. Bronzeville Blue Gargoyle
4622 S Dr. Martin Luther King Drive
Chicago, Illinois 60653
Contact: Oyo Nsefik
Phone: 773-538-0164
Vendor # 24430
3. Community Youth Development Institute
7625 S. Halsted
Chicago, Illinois 60620
Contact: Aaron Royster
Phone: 773-224-1644
Vendor #24426

USER: Office of Specialized Services
125 S. Clark – 8th floor
Chicago, IL 60603
Renee Grant-Mitchell, Ed.D.
(773) 553-1800

ORIGINAL AGREEMENT: The original Agreements (authorized by Board Report 03-0924-PR27) with Jane Adams, Bronzeville Blue Gargoyle and Community Youth Development Institute are for a term commencing October 1, 2003 and ending August 31, 2005, with the Board having 3 options to renew each Agreement for three consecutive 1-year periods. These Agreements were awarded on a non-competitive basis because these Providers had a history with CPS for furnishing atypical quality education programs to students who are at risk. [A fourth Provider -- Latino Youth, Inc. -- was authorized to furnish services under Board Report 03-0924-PR27, but that authority was rescinded under Board Report 04-0526-PR47 because this Provider failed to enter into a written agreement with the Board.]

OPTION PERIOD: The term of each Agreement is being extended for 1 year commencing September 1, 2005 and ending August 31, 2006.

OPTION PERIODS REMAINING: Each Agreement has 2 consecutive option periods for 1 year remaining, with costs to be re-negotiated at the time of each renewal.

SCOPE OF SERVICES: Each Provider will continue to offer comprehensive educational services to youths in grades 9-12 who have been suspended or expelled in accordance with the CPS Uniform Discipline Code. Each Provider shall have a special curricula that focuses on core academic subjects, social skills and education to career options. Each Provider will enhance their educational capacity through the implementation of instruction through the use of technology.

DELIVERABLES: Each Provider will submit the following: a) monthly attendance reports; b) quarterly grade reports, including transcripts for high school students earning credits toward graduation; c) a mid-year report; d) an end of year report; e) an annual school strategic plan; f) its school-wide behavior management plan g) site plans for evacuation; h) its parent orientation packet; i) its student orientation packet; j) the school calendar for each school year; k) an organizational chart; l) course descriptions for high schools; m) staff development plans and dates; and n) its technology plan.

OUTCOMES: The goal of utilizing these Providers is to increase student attendance rates to 80% from 77%, enable high school students to earn credits, improve student academic achievement and behavior, and return students to their regular educational setting.

COMPENSATION: Each Provider shall be paid a per diem of \$30.00 for each student slot reserved, not to exceed \$5,373 per student annually. The total compensation paid to all Providers shall not exceed the sum of \$323,007.00 in the aggregate.

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

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 the contract is for tuition.

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

FINANCIAL: Charge to Specialized Services \$323,007.00

Budget Classification: 0966-239-870*-7090-5560 for Fiscal Year 2006

Source of Funds: 239 Other Government Funds

*Project # 870 subject to change

GENERAL CONDITIONS:

Inspector General – Each party to the agreements 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.

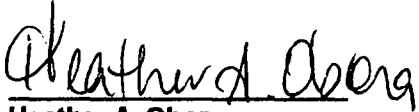
Conflicts – The agreements shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their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

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 agreements.

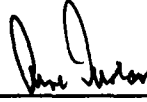
Contingent Liability – The agreements shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



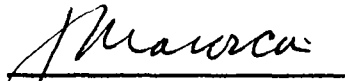
**Heather A. Obora
Chief Purchasing Officer**

Approved:



**Arne Duncan
Chief Executive Officer**

Within Appropriation:



**John Maiorca
Chief Financial Officer**

Approved as to legal form: *klc*



**Patrick J. Rocks
General Counsel**