

AMEND BOARD REPORT 07-0725-PR24
APPROVE ENTERING INTO AN AGREEMENT WITH THE ROGERS PARK COMMUNITY
FOR THE COMMUNITY-BASED CPS STUDENT TEACHER LIVING / LEARNING PROGRAM AND
APPROVE THE ASSIGNMENT OF THE ROGERS PARK COMMUNITY DEVELOPMENT
CORPORATION AGREEMENT TO ROGERS PARK COMMUNITY COUNCIL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with the Rogers Park Community Development Corporation ("RPCDC") to provide short-term rental housing and a community orientation program for up to ~~twelve (12)~~ fifteen (15) CPS student teachers and up to ~~12~~ 15 faculty from partnering university education departments at a cost not to exceed ~~\$95,000~~ \$100,000. No services shall be provided by and no payment shall be made to RPCDC 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.

This December 2008 amendment is necessary to i) approve the assignment of the RPCDC agreement to Rogers Park Community Council, ii) to increase the number of student teachers and faculty from 12 to 15 each, and iii) to increase the dollar amount from \$95,000 to \$100,000. A written assignment and assumption agreement is currently being prepared. No payment for assigned contractual duties shall be made to Rogers Park Community Council prior to the execution of the assignment and assumption agreement. A written amendment to the agreement is also required. The authority granted in this amended Board Report shall automatically rescind in the event the written assignment and assumption agreement and amendment are not executed within 90 days of the date of this amended Board Report.

RPCDC/

ASSIGNOR:

Rogers Park Community
Development Corporation
1530 W. Morse Avenue
Chicago, IL 60626
Contact: Caleb Sjoblom, Director
Phone No.: (773) 338-7774
Vendor No: 41436

ASSIGNEE:

Rogers Park Community Council
1530 W. Morse Avenue
Chicago, IL 60626
Contact: Elizabeth A. Vitell
Executive Director
Phone No.: (773) 338-7722
Vendor No.: 31586

USER:

Department of Human Resources
Teacher Housing Resource Center
Contact person: Diana Johnson, Manager
(773) 553-1072

TERM: The term of this agreement shall commence on the date the agreement is signed and shall end July 31, 2009. This agreement shall have three (3) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with thirty (30) days written notice.

DUTIES OF RPCDC: RPCDC will: (1) enter into leases with a landlord approved by the Board for apartments in the Rogers Park community; (2) contract for all required utilities and cleaning services relating to the apartments; (3) enter into subleases for the apartments with the following selected by the Board (collectively the "Participants"): up to ~~12~~ 15 CPS student teachers during each semester of the 2007-2008 ~~fiscal~~ academic year and during each semester of the 2008-2009 ~~fiscal~~ academic year and up to ~~12~~ 15 faculty from partnering university education departments during the summer months following these fiscal years; (4) provide a Program of community orientation for the Participants in order to improve the quality of the student teacher experience and acclimate the Participants to the urban public education environment, enhancing their productivity as first-year CPS teachers; (5) maintain appropriate accounts ("Accounts") required for Program implementation, including accounts for the payment of rent, utilities, maintenance, and security deposit refunds; (6) collect security deposits from the Participants; and (7) provide an accounting to the Board for all

sums received and paid from the Accounts and remit to the Board any remaining sums in the Accounts that represent rent paid by the Participants at the end of months 5 and 11 of each period during the term of the agreement.

DUTIES OF THE BOARD: The Board will: (1) initially deposit six (6) months of rent and utilities into the Accounts; (2) provide furnishings for the apartments; (3) partially subsidize the rents and utilities for the duration of the agreement in an amount approved by the Chief Human Resources Officer; (4) pay a fifteen percent (15%) administrative fee to RPCDC; and (5) pay up to \$20,000.00 to RPCDC for community integration activities that are approved by the Chief Human Resources Officer.

DELIVERABLES: RPCDC shall (1) act as fiscal intermediary and rent recipient for apartments rented to Participants; (2) work with the landlord to ensure that the apartments are adequately maintained; (3) participate in recruitment efforts that are initiated by the Board to attract Participants to live in the Rogers Park community; (4) work with faculty members from participating institutions to promote the Program and community integration efforts and (5) participate in outreach efforts to principals and leaders of Chicago Public Schools in the Rogers Park community to promote the Program.

OUTCOMES: The Student Teacher Housing Program ("Program") shall serve as a tool to recruit and retain 42 15 student teachers per semester within Chicago Public Schools. Through community integration, the student teachers will gain a tangible urban teaching experience which they can use as a tool when seeking employment with CPS as a full time teacher.

COMPENSATION: RPCDC shall be paid: (1) for rent and utilities – six months estimate in advance with a reconciling report due at the end of months 5 and 11 of each year during the term of the agreement and (2) for community integration activities and administrative fees – per monthly invoicing, the total cumulative amount for the term of the agreement not exceed the sum of ~~\$95,000~~ \$100,000 (after deducting any amounts paid to the Board for the rent paid to RPCDC by the Participants).

REIMBURSABLE EXPENSES: None.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement (including any indemnifications), assignment and assumption agreement, and amendment. Authorize the President and Secretary to execute the agreement, assignment and assumption agreement, and amendment. Authorize the Chief Human Resources Officer to: (1) approve the amount of rent to be paid by the Participants; (2) approve the amount to be paid by the Board for community integration activities; and (3) to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), this contract is exempt from M/WBE review. The participation goal provisions of the plan do not apply to transactions where the vendor is a Not-for-Profit agency.

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

FINANCIAL: Charge to the Department of Human Resources: ~~\$95,000~~ \$100,000 Fiscal Years: 2008 - 2009
Budget Classification: 11010-124-54125-264212-904003 Source of Funds: General

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.

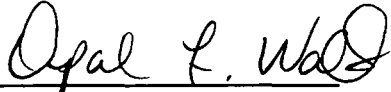
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

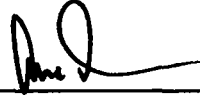
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:




Opal L. Walls
Chief Purchasing Officer

Approved:



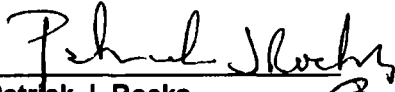
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maierca Pedro Martinez
Chief Financial Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel