

**APPROVE ENTERING INTO AN AGREEMENT WITH LABOR MANAGEMENT COOPERATION
COMMITTEE (LMCC) FOR CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Labor Management Cooperation Committee to provide consulting services to the Department of College and Career Preparation at a cost not to exceed \$150,000. Consultant was selected on a non-competitive basis because of the unique relationship of LMCC to the Chicago Building Trades Council which will endorse the outcomes and deliverables of this agreement. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to 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.

CONSULTANT:

1)
Labor Management Cooperation Committee
150 North Wacker Drive., #1875
Chicago, IL 60606
Nate Turner
312-920-1840

Vendor # 67916

USER:

Department of College and Career Preparation
125 S Clark Street
Chicago, IL 60603
Aarti Dhupelia
773-553-3903

TERM:

The term of this agreement shall commence on August 1, 2009 and shall end July 31, 2010. This agreement shall have five (5) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Labor Management Cooperation Committee will facilitate participation of the 24 union members of the Chicago Building Trades Council in partnering with Chicago Public Schools on data sharing, post-secondary apprenticeship program recruitment, work-based learning opportunities for CPS construction students, curriculum assessment and support for teachers. LMCC will meet bi-weekly with the Construction Program Coordinator and monthly with the CPS Senior Management team and submit quarterly status reports to the Board on a CPS/CTE generated evaluation form or in such other format as requested.

DELIVERABLES:

LMCC will:

Facilitate data sharing from all 24 unions for any CPS graduate who applies to any trade union apprenticeship program.

Facilitate the application of current qualified CPS student candidates to all applicable and open apprenticeship opportunities.

Assist in ensuring that at least 25% of apprenticeship opportunities in each application period go to CPS graduates from the past 3 years.

Procure guest speakers, site visits, job shadows, and internships as specified in the deliverables below.

Facilitate each Trade Union to hold 2 CPS informational seminars per application period, designated for teachers/students regarding application procedures. One of these sessions must be school-based, the other should be hosted at the Union Training Facility and include a tour.

Facilitate 2 testing sessions per each application period, designated for CPS CTE students during after-school hours or on weekends in the city. In the event that there is no application period, a mock testing session will be held instead. LMCC shall conduct 1 general union informational presentation for approximately 30 CPS/CTE trade programs.

Facilitate the participation of each union in the CISCO Hands-On Fair each year.

Apprise CPS management of application deadlines, testing dates, and results. Note: CPS will pre-screen applicants for work-readiness, and will provide bus transportation or student fare cards for student transportation to testing sites.

Facilitate the development of curriculum support plans as defined by CTE management from a minimum of 6 trade unions (carpenters, electricians, plumbers, sheet metal, pipefitters, and painters). Support plans may vary by union but should include: review and definition of course content and syllabi, curriculum, review and/or definition of assessments (written, hands-on, field, etc.) in alignment with union curriculum standards; and review and establishment of professional development programs.

Facilitate the establishment of 6-24 written articulation agreements between trade unions and CPS for relevant CTE programs, giving students credit for their secondary studies (such as OSHA and Basic Hand Tool Identification) if accepted into a union apprenticeship program. These agreements will assign "value" points in application rubric for participation in CPS CTE trades programs.

OUTCOMES:

Consultant's services will result in:

30 site visits (1 per CTE construction program); 60 guest speaking opportunities per year at the school (2 per program-1-apprentice/1-contractor).

100 job shadowing opportunities per year for recommended CTE construction students.

100 Spring Break/before/after-school internship opportunities, per year across trades.

100 summer job opportunities with union contractors in any capacity. Six union approved and aligned curriculum and assessments in carpentry, electrical, plumbing, HVAC/sheet-metal, painting and welding programs.

Four union facilitated professional development days for CPS CTE construction teachers.

COMPENSATION:

Consultant shall be paid quarterly as specified in the agreement; total not to exceed the sum of \$150,000.

REIMBURSABLE EXPENSES:

None.

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. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the M/WBE requirements for this agreement are: 25% total MBE and 5% total WBE participation. Compliance for this contract will be reviewed on a quarterly basis.

However, pursuant to Section 5.2.4, the Waiver Review Committee recommends that a partial waiver of the WBE goal be granted, as services herein classify as a unique transaction.

Total MBE 100%

Nate Turner (Independent Contractor)
150 N. Wacker Dr. #1875
Chicago, IL 60606

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Department of Career and College Preparation: \$150,000

13725-115-54125-221214-000000-2010 \$150,000.00

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.

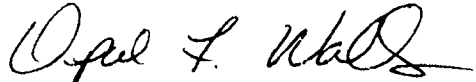
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Approved:



Ron Huberman
Chief Executive Officer

Within Appropriation:



PEDRO MARTINEZ
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel