

**APPROVE ENTERING INTO AN AGREEMENT WITH JP MORGAN CHASE BANK FOR  
CENTRALIZED BANKING SERVICES**

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

Approve entering into an agreement with JP Morgan Chase Bank ("Vendor") for banking services to the Department of Finance and the Bureau of Treasury at a cost not to exceed \$325,000.00 a year. Vendor was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification #10-250011). A written agreement for Vendor's services is currently being negotiated. No payment shall be made or services received from the 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 90 days of the date of this Board. Information pertinent to this agreement is stated below.

Specification Number : 10-250011

Contract Administrator : Flores, Miss Nanzi / 773-553-2273

**VENDOR:**

- 1) Vendor # 58545  
JPMORGAN CHASE BANK N.A.  
10 SOUTH DEARBORN., STE IL1-1228  
CHICAGO, IL 60603  
Mark E. Lester  
312-732-6932

**USER INFORMATION :**

Contact:

12440 - Treasury

125 South Clark Street

Chicago, IL 60603

Jopek Shaker, Ms. Melanie A.

773-553-2595

**TERM**

The original term of this Agreement shall commence upon execution and shall end June 30, 2014. Under this agreement the Board shall have one option to renew for a period of 24 months by notifying Vendor in writing no later than 9 months prior to the end of the original term.

**EARLY TERMINATION RIGHT**

The Board shall have the right to terminate this Agreement upon thirty (30) calendar days written notice to Vendor.

**SCOPE OF SERVICES**

Vendor will provide centralized banking services to schools, and other related services at the request of the Chief Financial Officer, all as detailed in the written agreement.

**DELIVERABLES**

Vendor will provide accounts, activity statements, reconciliation reports, electronic account access, electronic access to information, interest on balances, and other related services and reports as requested, all as detailed in the written agreement.

**OUTCOMES**

Vendor's services shall result in streamlining of banking services for schools, cost and time savings in banking activity, enhanced information flow, and operational efficiencies.

**COMPENSATION**

Vendor shall be paid according to the specific rates identified in the written agreement, not to exceed the sum of \$325,000.00 per year during the original term. The specific rates during any renewal period will be determined by mutual agreement of the parties.

**REIMBURSABLE EXPENSES**

Vendor shall be reimbursed for certain expenses as detailed in the written agreement. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

**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 Financial Officer to execute all ancillary documents required to administer or effectuate the written agreement.

**AFFIRMATIVE ACTION**

The MBE/WBE goals for this agreement include 35% total MBE and 5% total WBE participation. However the Waiver Review Committee recommends that a waiver of the MBE goal as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted based on the Vendor's commitment to identify an MBE partner prior to the end of the original contract term.

The Vendor has identified and scheduled the following participation:

**Total WBE - 5%**

A&R Janitorial Service, Inc.  
5234 West 25th Street  
Cicero, Illinois 60804  
Contact: Deborah Pintor

**LSC REVIEW**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to: Bureau of Treasury \$325,000.00 Fiscal Year: FY12  
Charge to: Bureau of Treasury \$325,000.00 Fiscal Year: FY13  
Charge to: Bureau of Treasury \$325,000.00 Fiscal Year: FY14

12440-115-54125-252302-000000-2012	\$325,000.00
12440-115-54125-252302-000000-2013	\$325,000.00
12440-115-54125-252302-000000-2014	\$325,000.00

**CFDA#:** Not Applicable

**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.

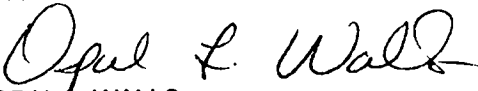
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

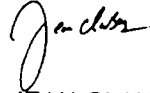
Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

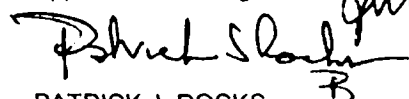
Approved:

  
JEAN-CLAUDE BRIZARD  
Chief Executive Officer

Within Appropriation:

  
MELANIE A. SHAKER  
Interim Chief Financial Officer

Approved as to Legal Form:

  
PATRICK J. ROCKS  
General Counsel