

**APPROVE ENTERING INTO AGREEMENTS WITH ASPIRA, INC, BANNER SCHOOLS,
AND PROLOGUE, INC. FOR LEARNING IN NEW COMMUNITIES SCHOOLS SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Aspira, Inc, Banner Schools and Prologue, Inc. to provide Learning in New Communities (LINC) Schools Services at an aggregate cost not to exceed \$5,373,000.00. Vendors were selected pursuant to a duly advertised Request for Proposal (Specification No. 04-250032). Written agreements for each vendor are currently being negotiated. No services may be provided and no payment shall be made to any Vendor prior to the execution of such vendor's written agreement. The authority granted herein shall automatically rescind as to each vendor in the event a written agreement is not executed by such vendor within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

SPECIFICATION NO.: 04-250032

VENDOR:	1. Aspira, Inc. 2435 N. Western Ave. Chicago, IL. 60647 Contact Name: Jose E. Rodriguez 773 252-0970 Vendor No. 46955	2. Banner Schools 5100 S. Cornell #904 Chicago, IL. 60615 Contact Name: Eric A. Carlton 773 934-2328 Vendor No. 20029
	3. Prologue Alternative High School 640 West Irving Park Road Chicago, IL. 60613 Contact Name: Nancy E. Jackson 773 935-9925 Vendor No. 24429	

USER: Office of High School Programs
 Contact Person: Jackie Daly 553-2274

TERM: The term of each agreement shall commence on the date the agreement is signed and shall end on September 30, 2006. Each agreement shall have two (2) options to renew for periods of one (1) year each. The cost of each renewal term will be negotiated at the time of such renewal.

EARLY TERMINATION RIGHT: Thirty days written notice by the Board of Education.

SCOPE OF SERVICES: Vendors shall provide the following services: High quality educational alternative program for high school students aged 16 and older who have had significant leaves of absence from school or have been involved with the juvenile justice system and have few, if any, high school credits. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path.

DELIVERABLES: Vendors shall provide :

- Program with adequate and appropriate equipment and supplies.
- Administer academic progress and other assessments as directed by the Board, in the Board's sole discretion. (Board will provide test booklets, training and scoring for mandated state and local tests.)
- Provide areas in school conducive to learning separate from the lunch and other activity rooms

- Provide all services contained in the Individualized Education Plan used to place the student as well as services indicated on subsequent Individualized Education Plans once student is enrolled. Services to be provided will include individual aide when indicated.
- Provide sufficient staff (teacher aides, individual aides, clinicians, etc.) to effectively manage, support and educate students consistent with their needs
- Program will have special component dedicated to truancy which attempts to increase attendance of student and decrease truancy problems.
- Students will demonstrate academic gains while attending LINC schools LINC schools will provide and administer mutually agreed upon assessments of progress in reading and mathematics at the end of school year for all students in such a manner to facilitate assessment of individual student progress or lack thereof.

OUTCOMES:

- Vendors will ensure that students make a minimum of six months student growth on standardized achievement tests.
- Vendors will ensure that overall student attendance rate is 80%.
- Vendors will ensure that students earn a minimum of 6 credits per year.

COMPENSATION: Each vendor will be allocated a certain number of seats and will be paid a negotiated rate for these seats, not to exceed in the aggregate, the sum of \$5,373,000.00 over a two-year period. Each agreement will contain a clause that the Board may increase or decrease the number of seats by giving the vendor thirty (30) days written notice.

REIMBURSABLE EXPENSES: None.

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

AFFIRMATIVE ACTION: Pursuant to section 3.7 of the Revised Remedial Plan for Minority and Minority Women Business Enterprise Contract Participation (M/WBE Plan) these contracts are exempt from review because the contracts are for tuition.

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

FINANCIAL:

Budget Classification: 0953-210-733-1721-5560

Source of Funds: Local Funds

Costs to be determined by each school upon selection of individual program

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:



Barbara Eason-Watkins
Chief Education Officer

Approved:



Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form:



Ruth M. Moscovitch
General Counsel