

**APPROVE ENTERING INTO AN AGREEMENT WITH JAYEMCO, INC.  
FOR CONSULTING SERVICES**

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

Approve entering into an agreement with Jayemco, Inc. to provide consulting services to the Office of Technology Services at a cost not to exceed \$125,000.00. Consultant was selected on a non-competitive basis due to its unique legacy Student Information (SI) knowledge and ability to provide data conversion to the SI Rewrite Project. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant 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 ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below.

**SPECIFICATION:** 04-250103

**CONSULTANT:** Jayemco, Inc.  
3631 Elm Court  
Flossmoor, Illinois 60422  
Contact: John Kraus  
Telephone No.: (708) 799-7467  
Vendor No.: 12430

**USER:** Office of Technology Services  
125 South Clark, 3rd Floor  
Chicago, Illinois 60603  
Contacts: Robert Runcie, Chief Information Officer  
Ramona Wadhwa, Business Administration, Director  
Telephone No.: (773) 553-1300

**TERM:** The term of this agreement shall commence on August 1, 2004 and shall end July 31, 2005. This agreement shall have one (1) option to renew for six (6) months.

**EARLY TERMINATION RIGHT:** Each party shall have the right to terminate this Agreement upon thirty (30) days' written notice.

**SCOPE OF SERVICES:** Jayemco, Inc. will provide a transfer of knowledge for support of five critical components of the legacy Student Information System, as well as assistance with the data conversion for the replacement Student Information System.

Consultant will provide the following services:

- Transfer of knowledge to the legacy SI team in supporting Conversion of the Status File, student medical compliance system, processing of data for the state school report cards, free and reduced-price meals and Title I distribution applications, and student attendance systems.
- Transfer of knowledge and support will be across both the Unisys and IBM mainframe platforms.
- Disassembly of existing Wylbur Execs into independently supportable IBM JCLs.
- Data conversion activities to allow for a smooth interface of data from the legacy to the replacement student information systems.

**DELIVERABLES:** Jayemco, Inc. will provide written documentation and staff training regarding the services listed above.

**OUTCOMES:** Consultant's services will result in a self-sufficient legacy SI staff able to support the above business processes until the replacement system is fully installed and in production.

**COMPENSATION:** Consultant shall be paid as follows: upon invoicing; \$60.00 per hour not to exceed the sum of \$125,000.00.

**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 Technology Officer or her designee to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** The M/WBE goals for this contract include:

35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a waiver of the participation goals for this contract as required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) be waived because *the contract scope is not further divisible*.

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

**FINANCIAL:** Charge to Office of Technology Services: \$125,000.00 FY '05  
Budget Classification: 0220-410-000-7536-5410

**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:**

  
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Heather A. Obara  
Chief Purchasing Officer

**Within Appropriation:**

  
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John Maiorca  
Chief Fiscal Officer

**Approved:**

  
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Arne Duncan  
Chief Executive Officer

**Approved as to Legal Form** 

  
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Ruth M Moscovitch  
General Counsel