

**AMEND BOARD REPORT 02-0724-PR43**  
**APPROVE ENTERING INTO AN AGREEMENT WITH HERFF JONES, INC., FOR  
 CAPS AND GOWNS FOR THE SUMMER BRIDGE AND WINTER-TERM GRADUATIONS**

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

Approve entering into an agreement with Herff Jones, Inc. to provide caps and gowns for the Summer Bridge and Winter-Term graduations to the ~~Office of Schools and Regions~~ Office of Instruction and School Management at a cost not to exceed ~~\$53,437.50 per year~~ \$200,312.50 for a three year term. Herff Jones, Inc. was selected pursuant to a duly advertised bid solicitation (Specification #02-250005). A written agreement is available for signature. No caps and gowns shall be provided by Herff Jones, Inc. and no payment shall be made to Herff Jones, Inc. 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 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This amended Board Report is necessary to increase the dollar amount of the contract by \$40,000 to provide additional caps and gowns for the Chicago Summer Program graduates. A written amendment to the contract is required. No payment for these additional goods shall be made prior to the execution of the written amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this Board Report.

**SPECIFICATION #: 02-250005**

**VENDOR:**        **Herff Jones, Inc.**  
 1000 N. Market  
 Champaign, IL 61820  
 773.445.0353/800.637.1124  
 Thomas McNamara/Susan Caldwell  
 Vendor #: 17837

**USER:**            ~~Office of Schools and Regions~~ Office of Instruction and School Management  
 125 South Clark  
~~William McGowan~~ Domingo J. Trujillo  
 Tel. #: ~~553.2150~~ 553.3616

**TERM:** The term of this agreement shall commence on August 1, 2002, and ending July 30, 2005. This agreement shall have 1 option to renew for a period of two years not to exceed \$53,437.50 per year.

**EARLY TERMINATION RIGHT:** The Board may terminate this agreement upon 30 days written notice to Herff Jones, Inc.

**GOODS:** The Office of Instruction and School Management shall order caps, gowns, and tassels from vendor which will be provided at the unit prices specified in the written agreement; total cost not to exceed ~~\$53,437.50 per year~~ \$200,312.50 for the 3-year term.

**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 of Instruction and School Management to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** The M/WBE goals for this contract include: 26% total MBE, 16% African American, 7.5% total Hispanic, 2% total Asian, and 5% total WBE. However, the Waiver Review Committee Recommends that a full 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 granted 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 Instruction and School Management: \$200,312.50 Fiscal Year: 2003  
Budget Classification: 0953-210-944-2056-5320  
Source of Funds: General Education 210

Charge to Office of Instruction and school Management \$40,000  
Budget Classification 0953-210-944-2056-5320 FY2005  
Source of Funds: General Education 210

**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.

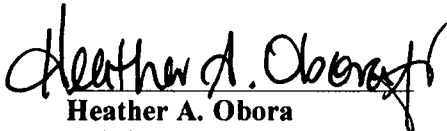
**Conflicts** - The agreement shall not be legally binding on the Board if entered into violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to former Board members during the one year period following expiration or other termination of their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

  
Heather A. Obora  
Chief Purchasing Officer

**Approved:**

  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
John Maiorca  
Chief Financial Officer

**Approved as to Legal Form:** 

  
Ruth Moscovitch  
General Counsel