

**AMEND BOARD REPORT 08-1022-PR5  
APPROVE ENTERING INTO AN AGREEMENT WITH AMER-I-CAN ENTERPRISE II, INC. FOR  
MENTORING SERVICES**

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

Approve entering into an agreement with Amer-I-Can Enterprise II, Inc. to provide consulting services to the Board at a cost not to exceed ~~\$500,000.00~~ \$1,000,000.00. Consultant was selected on a non-competitive basis based on their extensive experience in mentoring services to at-risk junior and senior high school students. 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 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 Report. Information pertinent to this agreement is stated below.

This June 2009 amendment is necessary to i) increase the dollar amount of the contract by \$500,000 for additional projects which will allow the Consultant to repair additional Chicago Public Schools auditorium seating and employ more at-risk Chicago Public School junior and senior high school students and ii) revise the affirmative action section. A written amendment to the agreement is required. No payment above the previously authorized amount of \$500,000 shall be made to Consultant prior to the execution of the written amendment. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this Board Report. Information pertinent to this amendment is state below.

**VENDOR:**

1)  
Amer-I-Can Enterprise II, Inc  
3260 West Warren  
Chicago, IL 60624  
Harold Davis, Jr.  
773-988-5588

Vendor # 21503

**USER:**

Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
~~Hill Hammock~~ Patricia L. Taylor  
773-553-2900

**TERM:**

The term of this agreement shall commence on November 1, 2008 and shall end October 31, 2009. This agreement shall have two options to renew for periods of 12 months each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Amer-I-Can Enterprise II, Inc. will provide mentoring services which includes:

1. Life Management Skills mentoring;
2. Pre-construction training and
3. Advocacy.

The Program is designed to provide training, mentoring and part time employment to at-risk junior and senior high school students as follows:

Life Management Skills mentoring: the curriculum is a 60 hour, 15 chapter self-improvement mentoring program. This curriculum addresses eight (8) critical areas of life skills and human development: Motivation, Habits and Attitudes, Goal Setting, Problem Solving and Decision Making, Emotional Control, Family Relationship, Financial Stability, Effective Communications and Employment Search and Retention.

Pre-Construction Training: Training and part-time employment to ~~twenty-five (25)~~ seventy-five (75) at-risk, junior and senior high school student regarding the repair of auditorium seating. The students learn work ethics, such as reporting to work on time; taking only the allotted time for lunch, reporting to work on the next work day after paid day, working along without assistance, working in clean environment, understanding what is required of the worker and asking question for things not understood.

Advocacy: Provide students will counsel on health and medical issues. We also address social and family issues.

**DELIVERABLES:**

Consultant shall be paid as follows: on a project by project basis as invoices are submitted and verified, each student in the program is paid \$10 per/hour, after working in program for one year, qualified student are promoted to assistant supervisor paid \$12-15 per/hour. Students work 25 hours per/week during school year and 8 hours per/day during summer. The mentoring program shall not exceed the sum of ~~\$500,000~~ \$1,000,000.

**OUTCOMES:**

Consultant's services will result in improving the overall behavior and attendance of ~~25~~ 75 at-risk junior and senior high school students, as well as result in schools having new or refurbished auditorium seating.

**COMPENSATION:**

Consultant shall be paid as follows: on a project by project basis as invoices are submitted and verified, each student in the program is paid \$10 per/hour, after working in program for one year, qualified student are promoted to assistant supervisor paid \$12-15 per/hour. Students work 25 hours per/week during school year and 8 hours per/day during summer. Students will be paid by check or bank debit card. All payments will comply with the Internal Revenue Code and applicable state law and are subject to audits by the Board. The mentoring program shall not exceed the sum of ~~\$500,000~~ \$1,000,000.00.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize ~~Chief Operating Officer~~ Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

~~The M/WBE goals for this contract include: 30% total MBE and 7% total WBE participation. However, the Office of Business Diversity recommends that a waiver of the WBE goal is require by Remedial Program for Minority and Women Owned Business Participation in Goods and Services contracts due to the unique nature of the services called for by the agreement. This contract is in full compliance with the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this contract include: 30% total MBE participation and 7% total WBE participation.~~

The vendor has identified and scheduled the following firms and percentages:

**Total MBE - ~~400%~~93%**

Amer-I-Can Enterprise II, Inc. - (AA)  
3260 West Warren Blvd.  
Chicago, Illinois 60624  
Contact: Harold Davis (independent consultant)

**Total WBE - 7%**

Helen Latimore (independent consultant)  
1815 East 71st Street  
Chicago, Illinois 60649

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Operations: ~~\$500,000.00~~ \$1,000,000 Fiscal Year: FY09 and FY10  
Source of Funds: Capital Funds

12150-499-54105-009414-000000-2009	\$500,000.00
<u>12150-499-54105-009414-000000-2010</u>	<u>\$500,000.00</u>

**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.

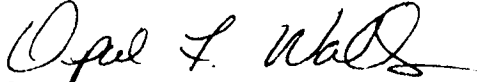
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Within Appropriation:



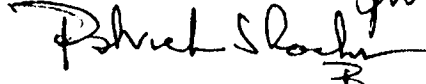
**PEDRO MARTINEZ**  
**Chief Financial Officer**

**Approved:**



**Ron Huberman**  
**Chief Executive Officer**

Approved as to Legal Form:



**PATRICK J. ROCKS**  
**General Counsel**