

**AMEND BOARD REPORT 09-0923-PR26  
APPROVE ENTERING INTO A LETTER OF INTENT AND AN AGREEMENT WITH YOUTH  
ADVOCATE PROGRAMS, INC. FOR YOUTH ADVOCACY SERVICES**

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

Approve entering into a letter of intent and an agreement with Youth Advocate Programs, Inc. ("YAP") to provide youth advocacy services to designated CPS students at a cost not to exceed \$5,000,000 in the aggregate. A letter of intent and a written agreement for YAP's services are currently being negotiated. No services shall be provided by YAP prior to the execution of the letter of intent which shall be for an amount not to exceed \$150,000. No additional payments shall be made to YAP prior to the execution of the written agreement. The authority granted herein shall automatically rescind as to each document in the event said document is not executed within 90 days of this Board Report. Information pertinent to the letter of intent and the agreement is stated below.

This amendment is necessary to change the start date of the agreement to January 1, 2010; to permit reimbursable expenditures under both the letter of intent and the agreement; and to change the financial section.

**VENDOR:**

Vendor # 10619  
Youth Advocate Programs, Inc  
2007 North 3rd Street  
Harrisburg, Pa 17102  
Minette Bauer  
-

**USER:**

Safety and Security - Citywide  
125 S. Clark Street  
Chicago, IL 60603

Contact : Michael Shields

Phone: 773-553-1523

**TERM:**

The term of the letter of intent shall commence on the date it is signed and shall expire on the date the agreement is signed. The term of the agreement shall commence ~~on the date it is signed~~ January 1, 2010 and shall end September 30, 2010. The agreement shall have two (2) options to renew for a period of twelve (12) months each at a cost to be determined at the time ~~the~~ each option is exercised.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

As part of the Board's larger initiative to reduce the violence our student's are exposed to, YAP will recruit and provide a stable cadre of qualified youth advocates for approximately 250 CPS high school students who have been identified by CPS as having the greatest risk of becoming victims of violence within the next two years. No student may participate in the YAP program without parental or guardian consent. The

youth advocates will undergo professional training and will be assigned to not more than four students each. The services that the youth advocates will provide to their assigned students will be designed to improve student attendance, decrease student behavioral violations, assist in improving each student's academic performance, and limit the factors that contribute to these students' increased risk of becoming victims of violence.

As specified in the agreement, YAP and the youth advocates shall, among other things, do the following:

Analyze the areas in which the 250 selected students reside and ensure that each student has a qualified youth advocate hired from within the student's home community. The ratio of students to youth advocates shall not exceed 4:1.

Ensure that each youth advocate has satisfied the CPS and statutory requirements for individuals having access to students. This includes background checks and TB testing.

Provide training to each youth advocate as part of YAP's training partnership with Pennsylvania State University.

Meet with each student at least 16 hours each week.

Meet with each student's parents or legal guardians to discuss the program and that student's specific needs.

Meet with each student's school principal and other school officials on a weekly basis.

Intervene on behalf of their student with social service agencies, law enforcement agencies, and the juvenile justices system, as needed.

Meet with Central Office administrators as requested.

Provide job placement opportunities and job training for each student through YAP's subsidized employment program and other programs. Ensure that each student has a job opportunity within a time period specified in the agreement; and provide support to help each student retain their job.

Monitor each student's school attendance and assist the school in improving that attendance.

Monitor each student's in-school behavior and work with the school to reduce the need for disciplinary action.

Monitor each student's academic performance and help students improve that performance.

**DELIVERABLES:**

As specified in the letter of intent and the agreement, YAP will provide the following:

Reports on each student's performance, including specific information requested by the CPS program manager. Such information includes, but is not limited to: the amount and nature of youth advocate engagement, school performance (e.g. attendance, grading, discipline and teacher or principal comments), and current information regarding the student's employment and their family situation.

Status reports regarding the youth advocate recruitment process.

A final report that includes information specified in the agreement.

**OUTCOMES:**

YAP's services will result in reducing the risk factors for violence for each of these students. School attendance, academic and social performance and job performance will be measured regularly to determine student progress. YAP will adhere to guidelines set forth by the Performance Management process to ensure proper monitoring and accountability.

**COMPENSATION:**

YAP shall be paid an amount not to exceed the sum of \$5,000,000 in the aggregate for the combined Term of the letter of intent and the agreement, which includes the cost of services provided under the letter of intent and approved reimbursables.

**REIMBURSABLE EXPENSES:** The approval and payment of reimbursable expenditures will be as described in the written agreement. ~~None.~~

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and the Letter of Intent. Authorize the President and Secretary to execute the agreement and the Letter of Intent. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transactions where the Vendor providing services operates as a Not-for-Profit organization.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Office of Safety and Security: \$5,000,000

<del>10615-331-54125-212041-430105-2010</del>	<del>\$5,000,000.00</del>
<u>10610-331-54125-211001-430105-2010</u>	<u>\$4,045,464.00</u>
<u>10610-115-54125-211001-000149-2010</u>	<u>\$954,536.00</u>

**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.

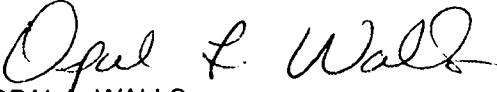
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

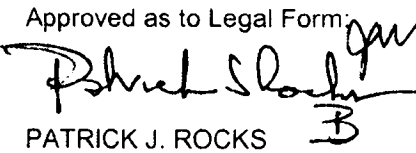
Approved:

  
Ron Huberman  
Chief Executive Officer

Within Appropriation:

  
DIANA S. FERGUSON  
Chief Financial Officer

Approved as to Legal Form:

  
PATRICK J. ROCKS  
General Counsel