

**APPROVE ENTERING INTO A JOINT PARTICIPATION AGREEMENT WITH BOYS & GIRLS CLUB OF CHICAGO FOR AFTER SCHOOL PROGRAM SERVICES**

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

Approve entering into a joint participation agreement with Boys & Girls Club of Chicago for after school program services to be provided at Joseph Stockton Specialty School and Edward Franklin Frazier School at a cost not to exceed \$150,000. Vendor was selected on a non-competitive basis because it can provide quality extended day programs and is willing to partner with Chicago Public Schools by contributing \$350,000 in after school program services to Stockton and Frazier. A written agreement for Vendor's services is currently being negotiated. No payment shall be made to Vendor 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.

**SPECIFICATION No.: 02-250126**

**VENDOR:** Boys & Girls Club of Chicago  
820 N. Orleans – Suite 235  
Chicago, IL 60610  
Contact: Rick Leese  
(312) 627-2700  
Vendor # 42703

**USER:** Office of After School Programs  
125 S. Clark – 5<sup>th</sup> Floor  
Chicago, IL 60603  
Contact: Beatriz Rendon  
(773) 553-3590  
Not to exceed: \$150,000

**TERM:** The term of this agreement shall commence on July 1, 2002 and shall end June 30, 2003, with an option to renew.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:** Vendor will provide after school program support services to approximately 100 students per day at Stockton and Frazier Elementary Schools. Services will consist of recreational and educational activities in various areas such as character and leadership development, educational and career development, health and life skills and sports among the core areas offered. Vendor will also provide all necessary personnel, supervision, program supplies and office equipment for the function of the programs.

**DELIVERABLES:** Vendor will provide the following programming at each school: 1) Personal and character development, 2) Sports – fitness & health, 3) Social recreation, 4) Cultural arts, 5) Citizenship and leadership development, 6) Outdoor and environmental education, 7) Education. The dates and hours of operation for programming at each school will be five days per week from 2:30 pm to 7:00 pm during the regular school year. Summer program will operate full days from 8:30 am to 6:00 pm for eight weeks.

**BOARD'S CONTRIBUTION:** The Board shall provide the agreed upon facilities and at the agreed upon times as detailed in the written agreement. The Board shall provide all utilities, janitorial and maintenance services at the facilities.

**OUTCOMES:** As a result of Vendor's services, approximately 100 students at each school will have the opportunity to further develop their skills in various areas of interest and will attain a meaningful learning experience.

**COMPENSATION:** The total dollar value of Vendor's services for this program is approximately \$500,000, of which Vendor is donating the equivalency of \$350,000 in such services. The Board shall pay Vendor the remaining balance as follows; one \$50,000 installment on each of the following dates, July 15, 2002, January 13, 2003 and June 24, 2003; total is not to exceed \$150,000.

**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.

**AFFIRMATIVE ACTION:** The M/WBE goals for this contract include 35% total MBE, 22% African American, 10% total Hispanic, 2% total Asian, and 5% total WBE. However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be waived because the vendor has demonstrated reasonable good faith efforts.

The vendor has however, identified and scheduled the following firms and percentages.

M/WBE % 2.50%

Brandon Bus Company	\$4,000.00	Certified until 6/01/03
2942 W. Van Buren		
Chicago, IL 60612		

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

**FINANCIAL:** Charge to Office of After School Programs \$150,000 fiscal year 2002-2003  
Budget Classification: 0953-210-000-8127-5410

**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 (95-07260EX3), 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).

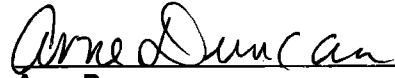
**Approved for Consideration:**

  
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Anita Rocha  
Acting Chief Purchasing Officer

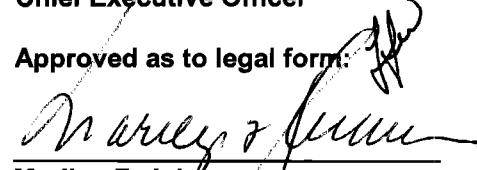
**Within Appropriation:**

  
\_\_\_\_\_  
Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved:**

  
\_\_\_\_\_  
Arne Duncan  
Chief Executive Officer

**Approved as to legal form:**

  
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Marilyn F. Johnson  
General Counsel