

August 28, 2002

AMEND BOARD REPORT 02-0522-PR22
APPROVE ENTERING INTO AN AGREEMENT WITH AHA! INTERACTIVE
FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with AHA! Interactive to provide consulting services to the CPS Teachers Academy for Professional Development (the "Department") at a cost not to exceed \$108,210.00. Consultant was selected on a non-competitive basis because of their successful development of online software platforms for other Illinois-based educational institutions. 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 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to revise the term of the agreement. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed with 60 days of the date of this Board Report.

Specification No.: 02-250068

CONSULTANT: AHA! Interactive
53 W. Jackson Blvd., Suite 203
Chicago, IL 60604
Todd Carter, (312) 922-9680
Vendor Number: 35086

USER: CPS Teachers Academy for Professional Development
1326 W. 14th Place
Chicago, IL 60608
Ms. Diane Zendejas, Director
(773) 553-6050

TERM: The term of this agreement shall commence May 23, 2002 and shall end ~~August 30, 2002~~ December 31, 2002. This agreement shall have no option to renew.

SCOPE OF SERVICES: Consultant will analyze the Department's existing Mentor Management database, will identify deficiencies, and will suggest system solutions. Upon receiving Departmental approval, Consultant will then design and develop a web-based Induction and Mentor Management application system for the Department. Upon completion of the design, Consultant will test the application using different tools to manage quality assurance.

DELIVERABLES: Consultant will perform the tasks outlined in the scope of services, will deliver bi-weekly status reports regarding the project status, and will deliver the completed application to the Department.

OUTCOMES: Consultant's services will improve the Department's ability to manage the new teacher induction program and will provide accurate, visible, and integrated data for reporting program results and compliance.

COMPENSATION: Consultant shall be paid an amount not to exceed \$108,210.00 in four installments. Payments will be made as follows: \$27,052 at the commencement of the project, \$27,053 at the beginning of the design phase, \$27,052 halfway through the building of the system, and \$27,053 upon completion of the project and acceptance of the finished application by the Department.

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 Education Officer to execute all ancillary documents required to administer or effectuate the agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this contract include 35% total MBE, 22% total African American, 10%, total Hispanic 2%, and 5% total WBE Women Business Enterprise. 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 granted because the contract is not further divisible.

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

Total MBE % 35%

Asian % 28%

Mike Ho 441 E. Eric St. Apt. 1407 Chicago, IL 60611	\$30,299.00	Independent Consultant
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African American % 7%

Parney Bassey c/o AHA! Interactive 53 W. Jackson, Ste. 203 Chicago, IL 60604	\$7,575.00	Independent Consultant
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WBE % 5%

Ruth Schmidt 203 W. Eastwood #2 Chicago, IL 60625	\$5,411.00	Independent Consultant
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LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to CPS Teachers Academy: \$108,210.00

Budget Classification: 0300-239-136-8984-5410 (\$27,052) Fiscal Year: 2002
Source of Funds: Teacher Quality Enhancement Grant

0300-239-136-8984-5410 (\$23,548) Fiscal Year: 2003
Source of Funds: Teacher Quality Enhancement Grant

0300-239-699-1572-5410 (\$57,610) Fiscal Year: 2003
Source of Funds: Board Funds

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.

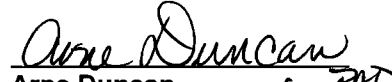
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

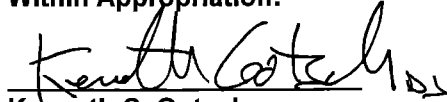
Approved for Consideration:

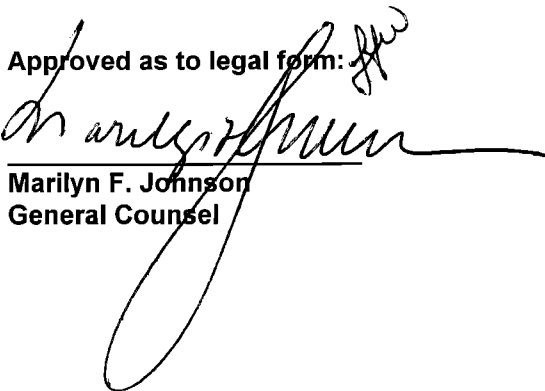

Anita Rocha *by AD*
Acting Chief Purchasing Officer

Approved:


Arne Duncan *by AD*
Chief Executive Officer

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form: *MFJ*

Marilyn F. Johnson
General Counsel