

AMEND BOARD REPORT 02-0828-PR23
**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") and to the Department of Instructional Technology ("DoIT") at a cost not to exceed ~~\$108,210.00~~ \$158,210.00. 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.

This second amendment is necessary to further revise the term, add \$50,000 and expand the scope of services to AHA interactive. 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 amended 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

Department of Instructional Technology
1326 W. 14th Place
Chicago, IL 60608
Ms. Shirley Berry, Director
(773) 553-6260

TERM: The term of this agreement shall commence May 23, 2002 and shall end December 31, 2002 March 31, 2003. This agreement shall have no option to renew.

SCOPE OF SERVICES: Consultant will analyze the Department's existing Mentor Management database and DoIT's Professional Development Management processes, 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 and define and design a web-based Professional Development Management System for DoIT. 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 and system design document to DoIT.

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. Consultant's services will improve DoIT's ability to manage and track professional development activities of CPS teachers and provide a framework from which an online system can be built.

COMPENSATION: Consultant shall be paid for Department application design demos 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. Consultant shall be paid for DOIT design demos an amount not to exceed \$50,000.00 in two installments. Payments will be made as follows: \$25,000 at the commencement of the project and \$25,000 upon approval of the final definition document. Total maximum compensation for all consultant services shall not exceed \$158,210.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement and any amendments thereto. Authorize the President and Secretary to execute the agreement and any amendments thereto. 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 \$30,299.00 Independent Consultant
441 E. Eric St. Apt. 1407
Chicago, IL 60611

African American % 7%

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

WBE % 5%

\$5,411.00 Independent Consultant
Ruth Schmidt
203 W. Eastwood #2
Chicago, IL 60625

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

FINANCIAL: Charge to CPS Teachers Academy: \$108,210.00 Fiscal Year: 2002

Budget Classification: 0300-239-136-8984-5410 (\$50,600)
Source of Funds: Teacher Quality Enhancement Grant
0300-210-462-1572-5410 (\$57,610)
Source of Funds: Board Funds

Charge to Department of Instructional Technology: \$50,000.00 Fiscal Year: 2003

Budget Classification: 2000-239-882-1112-5410 (\$50,000)

Source of Funds: Miscellaneous Federal/State Title II D

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).

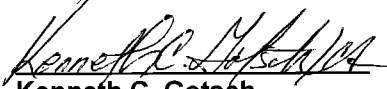
Approved for Consideration:


Anita Rocha *by AP*
Acting Chief Purchasing Officer

Approved:

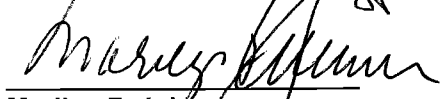

Arne Duncan *by PAD*
Chief Executive Officer

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer


Barbara Eason-Watkins *(A.K.)*
Chief Education Officer

Approved as to legal form:


Marilyn F. Johnson
General Counsel