

May 27, 2003

**RATIFY ENTERING INTO AN AGREEMENT WITH YMCA OF METROPOLITAN CHICAGO
FOR CONSULTING SERVICES****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Ratify entering into an agreement with YMCA of Metropolitan Chicago (YMCA) to provide consulting services to Morse School at a cost not to exceed \$43,750.00. Consultant was selected on a non-competitive basis because they have provided these same services to Chicago Public Schools since 1998. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to YMCA of Metropolitan Chicago prior to the execution of a written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 60 days of the date of this Board Report. Information pertinent to this document is stated below.

Specification No.: 03-250096

CONSULTANT: YMCA of Metropolitan Chicago
801 N. Dearborn Avenue, Chicago, IL 60610
312-932-1200. Contact: Steven Cole, President
Vendor # 30499

USER: Morse Elementary School
620 N. Sawyer, Chicago, IL 60624
Leon Hudhall, Jr., Principal
773-534-6680

TERM: The term of this agreement shall commence on November 3, 2002 and shall end August 30, 2003.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with or without cause, by providing thirty (30) days prior written notice to the Consultant.

SCOPE OF SERVICES: Consultant will recruit and train a Coordinator/Trainer who will provide quality control and supervision of a Community Leadership Center located at Morse School. Consultant will also recruit and train a Program Leader to oversee the program and work closely with the local CAPS programs, as well as other community policing initiatives such as parent safety patrols with a strong emphasis on gang related activities. The Program Leader will supervise YMCA-hired hourly instructors. The program hours shall be set by the local YMCA Executive Director and Morse School Principal. After-school recreational services shall be provided to an average of 60 to 100 children. Services will include educational activities as well as recreational activities

DELIVERABLES: Consultant will provide an after-school program at Morse Elementary School (Community Leadership Center). Consultant will provide recruitment and training of staff, assigned to the after-school center. Consumable materials such as basketballs, electronic games, ropes, T-shirts, snacks, etc. shall be provided by consultant. In consultation with Morse School, a Program Leader will be recruited and selected at the local YMCA level. Consultant will provide a monthly training session to the Program Leader and the Program Coordinator.

OUTCOMES: Consultant's services will result in the following:

- Creation of a safe haven for children where they will learn new skills and have fun.
- Creation of an environment which will offer opportunities for caring relationships, high expectations and clear standards.
- Creation of opportunities for children to engage in high quality activities.
- Creation of an environment of consistency, continuity and support.

COMPENSATION: Consultant shall be paid in one lump sum at the end of service: not to exceed the sum of \$43,750.00

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. Authorize Morse School Principal to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: A review of Minority and Woman Business Enterprise participation was precluded due to the contract being substantially completed.

LSC REVIEW: Local School Council approval was obtained April 23, 2002.

FINANCIAL: Charge to Morse School: \$ 34,000.00 Fiscal Year: 2002-2003
Budget Classification: 4900-210-000-8127-5410 Source of Funds: General – 210

Charge to Morse School: \$ 9,750.00 Fiscal Year: 2002-2003
Budget Classification: 4900-242-348-7673-5410 Source of Funds: NCLB – 242

GENERAL CONDITIONS:

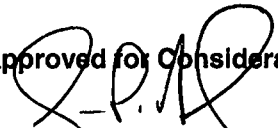
Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

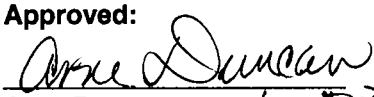
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their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

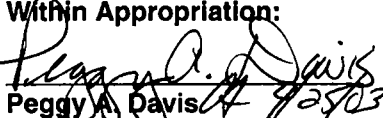
Indebtedness - The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

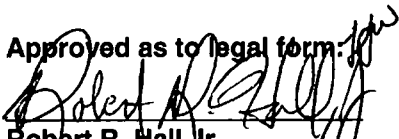
Ethics - The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:

Sean P. Murphy
Chief Purchasing Officer

Approved:

Arne Duncan
Chief Executive Officer

Within Appropriation:

Peggy A. Davis
Chief of Staff

Approved as to legal form:

Robert R. Hall Jr.
Acting General Counsel