

**APPROVE THE RENEWAL OF THE EXISTING AGREEMENT WITH  
PLANNED PARENTHOOD ASSOCIATION FOR CONSULTING SERVICES**

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

Approve the renewal of the existing Professional Services Agreement with Planned Parenthood Association to provide consulting services to the Office of Curriculum and Instruction/Department of Curriculum at a cost for the renewal period not to exceed \$500,000. A written renewal document is currently being negotiated. No payment shall be made to Consultant during the renewal period prior to the execution of the written renewal document. The authority granted herein shall automatically rescind in the event a written renewal document is not executed within 60 days of the date of this Board Report. Information pertinent to this renewal document is stated below.

**Specification No.: 02-250135**

**CONSULTANT:** Planned Parenthood Association, Chicago Area  
18 S. Michigan Ave., 6<sup>th</sup> Floor  
Chicago, IL 60603  
Contact: Steve Trombley  
Phone: 312-592-6800  
Vendor #: 31456

**USER:** Office of Curriculum and Instruction/Department of Curriculum  
Medill Technical and Professional Development Training Center  
1326 W. 14<sup>th</sup> Place  
Chicago, Illinois 60608  
Contact Person: Dr. Ana Espinoza  
Phone: 773-553-6160

**ORIGINAL AGREEMENT:** The original Professional Services Agreement (authorized by Board Report 01-0124-PR13, as amended by Board Report 01-0328-PR18) in the amount of \$500,000, was for a term commencing February 27, 2001 and ending February 26, 2002, with the Board having the option to renew the agreement for two additional one-year periods. The Agreement was renewed pursuant to Board Report 02-0227-PR26, in the amount of \$108,100, for a term commencing February 27, 2002 and ending June 30, 2002 and was further renewed pursuant to Board Report 02-0626-PR28 in the amount of \$500,000 for a term commencing July 1, 2002 and ending June 30, 2003. The original Agreement was awarded on a non-competitive basis because of Consultant's unique qualifications to provide a teen pregnancy prevention program.

**RENEWAL PERIOD:** By mutual agreement of the parties, the Agreement is being renewed for an additional one (1) year term commencing September 1, 2003 and ending August 31, 2004. The parties acknowledge that no services are required and no services will be paid during the period of July 1, 2003 to August 31, 2003; therefore, the renewal term shall be effective September 1, 2003.

**PARTICIPATING SCHOOLS:** During this Renewal Period, Consultant will continue to provide Teen Pregnancy Prevention Program services to forty-five Chicago Public Schools.

**SERVICES:** During this Renewal Period, Consultant shall continue to provide its Teen Pregnancy Prevention Program for seventh and ninth graders at the schools identified in the renewal agreement and in the manner specified in the Agreement as continued and modified by this renewal document.

**DELIVERABLES:** During this Renewal Period, Consultant shall continue to provide special access times to its Title X facilities in which high school students may voluntarily visit Planned Parenthood counselors for support and guidance. Consultant will continue to assess the program's efficiency and evaluate participating students' progress in the program.

**OUTCOMES:** Consultant's services will reduce the risk of teen pregnancy and change teen behavior and attitudes toward sexual activity to include responsible preventive action and access to the health care system.

**COMPENSATION:** Consultant shall be paid during this Renewal Period in equal monthly payments, not to exceed the sum of \$500,000.

**REIMBURSABLE EXPENSES:** None

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the renewal agreement. Authorize the Chief Education Officer to execute all ancillary documents required to administer or effectuate this renewal document.

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

The vendor has, however, identified the following percentages:

Total MBE 8.1%

**Total African American 4.8%**

Dr. Theodorick Manley                      \$20,000 (4.0%)  
990 W. Fullerton  
Sociology Dept.  
Chicago, IL. 60614

Derrick Saalik                                      \$2,000 (.4%)  
7820 S. Ridgeland  
Chicago, IL 60640

Fan Fare Catering                                \$2,100 (.42%)  
742 E. 95<sup>th</sup> St.  
Chicago, IL 60619

**Total Hispanic 3.34%**

Julia Isaacs                                        \$7,500 (1.5%)  
1731 N. Sayre  
Chicago, IL 60640

Dr. Louis Fernandez                            \$9,200 (1.84%)  
1225 Michigan Ave.  
Evanston, IL 60201

**Total WBE 2.0%**

Edge, Inc.    \$10,000 (2%)  
619 N. Ridgeland Ave.  
Oak Park, IL 60302

**LSC REVIEW:** Not applicable

**FINANCIAL:** Charge to Office of Curriculum and Instruction: \$500,000 Fiscal Year: FY04  
Budget Classification: 0951-210-000-7090-5410 Source of Funds: General Fund  
Requisition Number: None

**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.

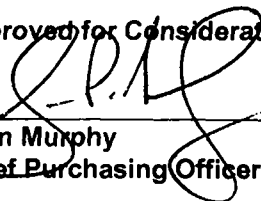
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

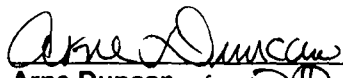
Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

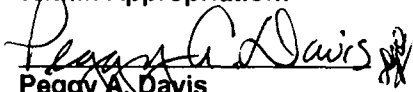
Approved for Consideration:

  
Sean Murphy  
Chief Purchasing Officer

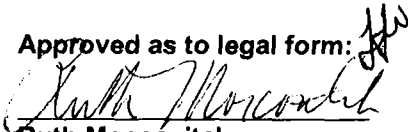
Approved:

  
Arne Duncan  
Chief Executive Officer

Within Appropriation:

  
Peggy A. Davis  
Chief of Staff

Approved as to legal form:

  
Ruth Moscovitch  
General Counsel