

**APPROVE ENTERING INTO AN AGREEMENT WITH  
ILLINOIS STATE POLICE FOR CONSULTING SERVICES**

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

Approve entering into an agreement with Illinois State Police to provide consulting services to the Chicago Public Schools at a cost not to exceed \$140,000. Illinois State Police was selected on a non-competitive basis due to the uniqueness of the services. Illinois State Police has been providing services to the Chicago Public Schools since May, 1998. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and 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 document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**Specification No.:** 03-250164

**CONSULTANT:** Illinois State Police  
Bureau of Identification  
260 North Chicago Street  
Joliet, IL 60432  
Contact Person: Rosanne Harris  
Tel. No. (815) 740-5188  
Vendor #: 44446

**USER:** Bureau of Safety and Security  
244 E. Pershing Road. Chicago, IL 60653  
Contact Person: Andres Durbak, Director  
Phone: (773) 553-6900

**TERM:** The term of this agreement shall commence on the date the agreement is signed and shall end twelve months thereafter. This agreement shall have (2) options to renew for periods of (12) months each.

**SCOPE OF SERVICES:** Illinois State Police will provide criminal background investigation checks of CPS volunteer personnel including but not limited to, the Community-Parent Stipend Program, the Parent Patrol Program and other non-Board personnel involved with children.

**DELIVERABLES:** Illinois State Police will submit written verification results from the criminal background checks to the Chicago Public Schools.

**OUTCOMES:** Criminal background checks may reveal an arrest record that will require actual fingerprinting to verify applicant identity. The results of such fingerprinting will be required by the CPS prior to any hiring.

**COMPENSATION:** Consultant shall be paid as follows: \$7.00 for each criminal background check performed, not to exceed the sum of \$140,000 annually.

**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:** Pursuant to Section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) this contract is *exempt* from review because the contract is for a unique transaction.

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

**FINANCIAL:** Charge to Bureau of Safety and Security: \$140,000 Fiscal Year: 2003-2004  
Budget Classification: 0942-239-053-3300-5410  
Source of Funds: Safe and Drug Free Grant - Fund 239

**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 Board of Trustees 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:**   
  
Ruth Moscovitch  
General Council