

**AMEND BOARD REPORT 06-0125-PR19**  
**APPROVE ENTERING INTO AN AGREEMENT WITH ROGERS PARK COMMUNITY DEVELOPMENT CORPORATION FOR CONSULTING SERVICES**

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

Approve entering into an agreement with Rogers Park Community Development Corporation to provide consulting services to the Department of Human Resources at a cost not to exceed ~~\$120,000.00~~ **\$150,000.00**. Consultant was selected on a competitive basis pursuant to Board Rule 5-4.1. 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 agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to increase the cost from \$120,000.00 to \$150,000.00 due to a) increased funding for the program which will increase the volume of closings, b) new State of Illinois requirements for additional counseling for all low-income teachers, and physical attendance at such closings, c) an additional 1 hour to specified counseling regarding mortgage products, d) CPS requirement that RPCDC produce 1099 forms each year for each teacher assisted by this grant, e) increase the maximum compensation amount of each option, and f) to clarify that any funds recovered from a defaulting employee shall be returned to Rogers Park so long as the agreement is in effect and as may be required to comply with Federal or State law concerning tax credits. Funds recovered after the termination or expiration of the agreement shall be returned to the Board or its designee for the continuation of the program so long as such return will not adversely affect any tax credit program in effect. This amendment is also necessary to allow the CPS Teacher Housing Resource Center to redirect some tax credit sale proceeds to support student teacher housing. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of this amended Board Report.

**Specification No:** 05-250058

**Contract Administrator:** Pamela D. Seanior

**CONSULTANT:** Rogers Park Community Development Corporation  
1530 W. Morse Avenue  
Chicago, IL 60626  
(773) 338-7774  
Contact person: Caleb Sjoblom  
Vendor No: 41436

**USER:** Department of Human Resources  
Teacher Housing Resource Center  
Contact person: Diana Johnson  
(773) 553-1072

**TERM:** The term of this agreement shall commence on February 1, 2006 and shall end January 31, 2008. This agreement shall have two options to renew for periods of one year each with the cost of each option not to exceed ~~\$60,000.00~~ **\$90,000.00**.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:** Consultant shall provide administrative and housing counseling services for Chicago Public Schools teachers for the Homebuyer Assistance Program.

**DELIVERABLES:** Consultant will provide quarterly reports on all activity with CPS teachers regarding counseling services rendered and all closing information. Consultant will also produce 1099 forms each year for each teacher assisted by this grant.

**OUTCOMES:** Consultant's services will result in CPS teachers who are well-educated first-time homeowners in Chicago committed to continue teaching with CPS for 5 years. CPS will earn State of Illinois Donations Tax Credits at 50% of administrative and grant Funds allocated to this Employer Assisted Housing Program. These tax credits will be sold and the revenue generated will be folded back into this program to ensure program continuation and to support student teacher housing.

**COMPENSATION:** Consultant shall be paid as follows: Equal monthly payments of \$5,000 through April 2007, and \$8,333.33 from May 2007 through January 2008, provided all deliverables are received satisfactorily. Compensation not to exceed the sum of ~~\$120,000.00~~ \$150,000.00 in the 24-month base.

**REIMBURSABLE EXPENSES:** None.

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

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2.4 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) this contract is exempt from review because the consultant is a not-for-profit organization.

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

**FINANCIAL:** Department of Human Resources: ~~\$120,000.00~~ \$150,000.00  
Fiscal Year: \$60,000.00 FY 2006  
~~60,000.00~~ \$90,000.00 FY 2007  
Budget Classification: 0710-280-000-1417-5410 Source of Funds: Special School Income Fund

**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 June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

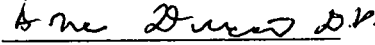
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



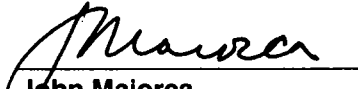
**Heather A. Obora**  
**Chief Purchasing Officer**

**Approved:**



**Arne Duncan**  
**Chief Executive Officer**

**Within Appropriation:**



**John Maiorca**  
**Chief Financial Officer**

**Approved as to legal form:**



**Patrick Rocks**  
**General Counsel**

