

AMEND BOARD REPORT 06-1025-FN1
APPROVE ENTERING INTO THE CHICAGO PUBLIC SCHOOLS CONSORTIUM AGREEMENT
WITH VARIOUS CHARTER AND CONTRACT SCHOOLS
TO MAXIMIZE E-RATE DISCOUNTS AT CHICAGO PUBLIC SCHOOL FACILITIES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a consortium agreement with various charter and contract schools which will allow the Board to apply for certain subsidized E-Rate Eligible Services and/or Products such as Telecommunication, Internet Access, Internet Networking and Basic Maintenance Services on behalf of the participating charter and contract schools ("Participants"), in accordance with the guidelines and requirements of the Federal Government's Universal Services Program ("E-Rate"). A written agreement for all Participants is available for signature. The authority granted herein shall automatically rescind as to each participant in the event the written agreement is not executed by such participant within ninety (90) days of the date of this Board Report. Information pertinent to the consortium agreement is stated below.

This December 2007 amendment is necessary to add charter schools and contract schools to Attachment A, to permit Participants listed in Attachment A who did not join last year the opportunity to join pursuant to this amended Board report and to change the name of the department and the director of the E-Rate program. A written agreement for the above-mentioned Participants is available for signature. The authority granted herein shall automatically rescind as to each new Participant in the event the written agreement is not executed by such Participant within ninety (90) days of the date of this Board Report.

ORGANIZER: ~~Office of~~ Information & Technology Services
125 South Clark Street, 3rd Floor
Chicago, Illinois 60603
Contact: Robert Runcie, Chief Information Officer
~~Jane Kratochvil~~ Barton Taylor, E-Rate Director
Telephone No.: (773) 553-1300

PARTICIPANTS: See Attachment A.

TERM: The term of the agreement shall commence July 1, 2007 and end June 30, 2010.

OPTIONS TO RENEW: The agreement shall have two (2) options to renew for additional one (1) year terms.

PURPOSE OF CONSORTIUM: The purpose of the consortium is to allow the consortium to apply to the School and Library Division/Universal Service Administrative Company ("SLD/USAC") on behalf of its Participants for E-rate subsidized services and/or products to be provided to Participants during Funding Year 2007 (July 1, 2007, through June 30, 2008) and subsequent E-rate funding years.

PARTICIPANTS: Participants in the consortium will be 1) charter and contract schools who share facilities with existing CPS schools and/or operate in buildings owned by CPS and 2) CPS schools operating in a facility shared with a charter school and/or contract school. Participants will be part of CPS' telecommunications and data network.

RESPONSIBILITIES OF THE BOARD: ~~The Office of~~ Information & Technology Services, as the organizer and billed entity of the consortium, will provide the following to the Participants:

- Oversight and management of the E-rate application process that will include determination of eligibility of E-rate Eligible Services and/or Products
- Payment of invoices on behalf of the Participants for Eligible E-rate Services and/or Products, that may include telecommunications, internet access, internet networking and basic maintenance services
- Obtain the delivery, support and implementation of E-rate Eligible Services and/or Products

RESPONSIBILITIES OF CHARTER/CONTRACT SCHOOL PARTICIPANTS: Each Participant shall be required to submit a copy of their technology plan, including all amendments thereto, for the duration of the Agreement and to execute a letter of agency. Each Participant shall provide written authorization and approval to the Board for the purchase of E-rate Eligible Services and/or Products and Ineligible E-rate Services and/or Products that will be applied for on behalf of the consortium participants. Each Participant shall be responsible for reimbursing the Board for its pro-rata share of the Non-Discounted Portion for E-rate Eligible Services and/or Products and Ineligible E-rate Services and/or Products as set forth in the consortium agreement and letter of agency. The Participants shall either reimburse the Board directly or shall authorize the Board in the consortium agreement to deduct the full amount of their pro-rata share of the Non-Discounted Portion of the E-rate Eligible Services and/or Products and Ineligible E-rate Services and/or Products from any payments to be made to the charter and/or contract school by the Board under their Charter School Agreement or Performance and Management Agreement, as applicable.

AUTHORIZATION: Authorize the General Counsel to include all relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the consortium agreement. Authorize the Chief Information Officer to execute any and all other ancillary documents required to administer or effectuate the consortium agreement.

AFFIRMATIVE ACTION: Not applicable.

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

FINANCIAL: As the consortium's billed entity, the Board will pay the full amount of the Non-Discounted Portion of the E-rate Eligible Services and/or Products and Ineligible E-rate Service and/or Products to the selected service provider in accordance with the terms of the Board's agreement with the selected service provider and the guidelines and requirements of the Federal Government's Universal Services Program ("E-Rate"). Participants shall be responsible for paying their pro-rata share of the Non-Discounted Portion to the Board for E-rate Eligible Services and/or Products and Ineligible E-rate Services and/or Products as set forth in the consortium agreement and letter of agency. The Participants shall either reimburse the Board for their pro-rata share of the Non-Discounted Portion of the E-rate Eligible Services and/or Products and Ineligible E-rate Services and/or Products or the Board shall deduct their pro-rata share from any payments to be made to the charter and/or contract school by the Board under their Charter School Agreement or Performance and Management Agreement, as applicable.

GENERAL CONDITIONS:

Inspector General - Each party to each 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 agreements 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 each 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 each agreement.


Contingent Liability – Each 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).

Within Appropriation:






Pedro Martinez
Chief Financial Officer

Approved:



Arne Duncan
Chief Executive Officer

Approved as to Legal Form: 


Patrick J. Rocks
General Counsel 

ATTACHMENT A

PARTICIPANT	ADDRESS
1. Construction Industry Charter School, Inc. on behalf of Architecture, Construction, and Engineering Technical Charter School (Terrell)	5410 S. State St. 60609-6342
ASPIRA Inc. of Illinois on behalf of the ASPIRA Charter School (Haugan Middle School Campus) (Moos)	3729 W. Leland Ave. 60625-5706 1711 N. California 60647-5103
3. The American Quality Schools Corporation on behalf of The Austin Business and Entrepreneurship Academy (ABEA)	231 N. Pine, 60644
4. Betty Shabazz International Charter School (Barbara A. Sizemore Academy (Old Cuffe) and the DuSable Leadership Academy (DuSable))	1540 W. 84th St. 60620-3918 4934 S. Wabash. 60615
5. Bronzeville Lighthouse Charter School	8 W. Root, 60651
6. Catalyst Schools on behalf of Catalyst Charter School-Howland	1616 S. Spaulding Ave. 60623-2653
7. KIPP Ascend Academy Charter School (Sumner)	4320 W. 5th Ave. 60624
8. Legacy Charter School (Mason)	4217 W. 18th St., North Bldg, 60623
9. North Lawndale College Preparatory Charter High School (Howland) and (Collins)	1616 S. Spaulding, 60623 1313 S. Sacramento, 60623-2218
10. Perspectives Charter School (Calumet Campus)	8131 S. May, 60620
11. Providence-Englewood School Corporation on behalf of Providence Englewood Charter School (Bunche)	6515 S. Ashland, 60621
12. The University of Chicago Charter School Corporation (Woodlawn High School Campus, North Kenwood/Oakland Campus, and George T. Donoghue Campus)	6420 S. University Ave., 60637 1119 E. 46th Street 60653-4403 707 East 37th, 60653-1406
13. Urban Prep Academies on behalf of Urban Prep Academy for Young Men Charter School (Lindblom)	6130 S. Wolcott, 60636
14. Young Women's Leadership Charter School (Senstake)	2641 S. Calumet Ave. 60616-2901
15. Frazier Preparatory Academy Contract School (Frazier)	4027 W Grenshaw, 60624-3930
16. Polaris Charter Academy (Morse)	620 N. Sawyer, 60624-1528
17. ACT Charter School (Cather)	2908 W. Washington Blvd., 60612-1934
18. Choir Academy Charter School of Chicago (Abbot)	3630 S. Wells, 60609-1894