

**RATIFY AGREEMENTS WITH VARIOUS ALTERNATIVE SAFE SCHOOLS FOR
EDUCATIONAL SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify agreements with the Alternative Safe Schools identified below to provide educational services to students who have been expelled from school or referred by the school principal for displaying chronic disruptive behaviors at a cost not to exceed \$4,022,752.00 in the aggregate. These services were obtained without prior Board approval. These Alternative Safe Schools were selected on a competitive basis pursuant to Board Rule 5-4.1. Written agreements for each school's services are currently being negotiated. No payment shall be made to any school prior to the execution of such school's written agreement. The authority granted herein shall automatically rescind as to each school in the event a written agreement is not executed by such school within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

SPECIFICATION NO.: 08-250008

ALTERNATIVE SAFE SCHOOLS:

1. Human Resources Development Institute, Inc. (HRDI)
222 S. Jefferson
Chicago, Illinois 60661
Contact: Renzy Richardson
(312) 441-9009
Vendor # 25627

2. Richard Milburn High School, Inc.
27 Congress Street
Salem, Massachusetts 01970
Contact: Donna Eldridge
Robert H. Crosby
(978) 741-7161
Vendor # 24596

3. Banner Schools
1243 S. Wabash, #503
Chicago, Illinois 60605
Contact: Eric Carlton
(773)934-2328
Vendor # 20029

USER: Office of High School Programs
125 South Clark, 12th floor
Chicago, Illinois 60603
Mr. David Gilligan
(773) 553-3540

TERM: The term of each agreement shall commence on September 2, 2008 and shall end on July 31, 2010. Each agreement shall have three (3) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate each agreement with thirty (30) days written notice.

SCOPE OF SERVICES: Alternative Safe Schools will provide educational programs for students who commit CPS Uniform Discipline 5 or 6 offenses and as a result are expelled for a minimum of 45 days to a maximum of 2 years. The primary goal of this program is to return students to the regular education setting at

CPS. Schools are contracted to provide educational services and behavioral interventions that will increase academic performance and decrease inappropriate behaviors by implementing academic curriculum, social/behavior interventions, vocational and career training opportunities, and life-skills training that are affective, creative, and innovative.

DELIVERABLES:

Deliverable	Delivery Date
a) Attendance Reports (Teachers Monthly Summary)	Due the 5 th of each month for the prior month
b) Quarterly Grade Reports	Due 5 days after the end of each quarter
c) Semester Grade Reports- must include transcripts for high school students earning credits toward graduation	Due before the end of the semester. Dept staff will inform schools of specific date (Due before PRCUP is blocked)
d) End of Year Report	Due 10 days after the end of each regular school year
e) School Improvement Plan	Due at least 15 days prior to the start of each school year
f) School-wide Behavior Management Plan	Due at least 15 days prior to the start of each school year
g) Evacuation Plan	Due at least 15 days prior to the start of each school year
h) Parent Orientation Packet (sample)	Due at least 15 days prior to the start of each school year
i) Student Orientation Packet (sample)	Due at least 15 days prior to the start of each school year
j) Course Descriptions for High School Program	Due at least 15 days prior to the start of each school year
k) Staff Development Plans and Activity Dates	Due at least 15 days prior to the start of each school year
l) Yearly School Calendar	Due at least 15 days prior to the start of each school year
m) School Organizational Chart	Due at least 15 days prior to the start of each school year
n) Actual Expenditure/Budget Report for each School, along with the overall operating budget for each school	Due on or before 16th of October for each year that the Agreement is in place or within 45 calendar days of the actual termination or expiration date

Outcomes:

- (1) Alternative Safe Schools' students will receive a full academic program in an alternative setting.
- (2) Students will earn academic credit toward high school graduation, complete requirements for elementary school graduation, and/or advance in grade level.
- (3) Students will improve school attendance, reduce disruptive behavior, attain and/or maintain employment, and give back to the community through service learning and restorative justice.

COMPENSATION: : Each school shall be paid as follows: HRDI shall be paid a per diem of \$55.58 for each reserved student slot, not to exceed \$10,004.40 per student during the regular school year and \$2,223.20 per student during the summer session, if the school provides services during the summer. Milburn shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000.00 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. Banner Academy shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000.00 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. The per diem rates for each reserved student slot and the maximum amount paid for each reserved student slot during the regular school year and during summer session shall be negotiated prior to the start of each renewal period. The total compensation paid to all Providers shall not exceed the sum of \$4,022,752.00 in the aggregate.

REIMBURSABLE EXPENSES: None.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the written agreements. Authorize the Chief Officer of High School Programs to execute all ancillary documents required to administer or effectuate these agreements.

AFFIRMATIVE ACTION: Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination shall be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations.

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

FINANCIAL: Charge to the Office of High Schools and High School Programs: \$4,022,752.00

Budget Classification: 13722-324-54105-119023-369612 - \$3,609,752.00 Fiscal Year: 2009
Budget Classification: 13722-115-54105-119023-000000 - \$250,000.00

Source of Funds: 324 Government/Regional Safe Schools Program Grant
115 General Funds

Budget Classification: 66011-225-00000-119020-000000 - \$117,600.00 Fiscal Year: 2009

Source of Funds: 225/Government/SGSA

*Project number subject to change in subsequent fiscal years

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.

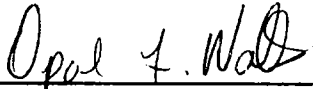
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one- year period following expiration or other termination of their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

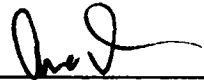
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Opal L. Walls
Chief Purchasing Officer

Approved:



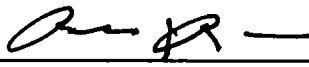
Arne Duncan
Chief Executive Officer

Within Appropriation:



Pedro Martinez
Chief Financial Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel