

**APPROVE ENTERING INTO AN AGREEMENT WITH CROWE HORWATH, LLP  
FOR CONSULTING SERVICES**

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

Approve entering into an agreement with Crowe Horwath, LLP to provide consulting services to the Department of Human Resources at a cost not to exceed \$100,000. Consultant was selected on a non-competitive basis because Consultant has unique skills, qualifications and knowledge related to Chicago Teachers Pension Fund and CPS Pension data that could not be located elsewhere. 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.

**CONSULTANT:**

1)  
Crowe Horwath Llp  
70 West Madison Street., Ste 700  
Chicago, Il 60602  
Tony Klaich  
312-899-5499  
Vendor # 91172

**USER:**

Office of Human Resources  
125 S Clark St - 2nd Floor  
Chicago, IL 60603  
Ascencion Juarez  
773-553-1070

**TERM:**

The term of this agreement shall commence on May 1, 2009 and shall end July 31, 2009.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Consultant will assist the Chicago Public Schools (CPS) and the Chicago Teacher Pension Fund (CTPF) in ensuring that the action plan to complete the reconciliation and finalization pension data is completed on schedule, accurately and efficiently with proper communication of progress to stakeholders. To accomplish this, Consultant will act as the Project Management Office for the action plan implementation efforts as outlined in the Pension Process Report.

**DELIVERABLES:**

Consultant will deliver the following services:  
Provide expertise and guidance to help determine appropriate approaches to completion of specific reconciliation tasks.

This includes:

Attending working meetings to help determine appropriate courses of actions;  
Analyze project issues and help ensure they are resolved quickly and efficiently;

Assist with the development of a detailed project including:

Project milestones and target dates, Required resources, and Project risks;  
Develop and enforce a communication plan between CPS and CTPF;  
Ensure all issues identified during the process are logged, resolved, and escalated as necessary;  
Schedule periodic executive meetings and execution team meetings;  
Assist with the development of quality assurance process for reviewing pension data;  
Design and enforce a certification process to meet pension statute requirements; and,  
Develop and maintain metrics to track the quality of data.

**OUTCOMES:**

Consultant's services will ensure accurate and certified data. Consultant will enforce project controls to ensure all tasks are completed accurately and efficiently.

**COMPENSATION:**

Consultant shall be paid as follows: Consultant will invoice monthly based on hours worked; total not to exceed the sum of \$100,000.

**REIMBURSABLE EXPENSES:**

None.

**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. Authorize the Chief Human Resources Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

The M/WBE goals for this contract include: 25% total MBE participation and 5% total WBE participation: However, the Office of Business Diversity recommends that a full waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts be granted. Consultant has demonstrated good faith efforts by trying to secure MBE/WBE participation.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Department of Human Resources: \$100,000  
Source of Funds: General Funds

11010-115-54125-231004-000000-2009

\$100,000.00

**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.

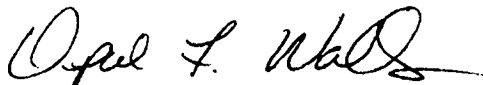
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



**Ron Huberman**  
**Chief Executive Officer**

**Within Appropriation:**



**PEDRO MARTINEZ**  
**Chief Financial Officer**

**Approved as to Legal Form:**



**PATRICK J. ROCKS**  
**General Counsel**