

**AMEND BOARD REPORT 10-0825-PR7**  
**RATIFY AN AGREEMENT WITH PROLOGUE W. E. B. DUBOIS ACADEMY FOR ALTERNATIVE  
 LEARNING OPPORTUNITIES PROGRAM SERVICES**

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

Ratify an agreement with Prologue W.E.B. Dubois Academy to provide Alternative Learning Opportunities Program (ALOP) services to Area 30 at a cost not to exceed \$6,983,382.00 for fiscal years 2008 through 2011. Services for fiscal years 2008 through 2010 were obtained without prior Board approval. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. To date Vendor has received payment in the amount of \$4,894,062.00; no further payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically resend 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 March 2011 amendment is necessary to authorize an amendment to the agreement with Prologue W.E.B. Dubois Academy to clarify the FY11 compensation terms in the agreement. There shall be no increase in the total maximum compensation for the agreement. A written amendment to the agreement with Prologue W.E.B. Dubois Academy is required. The authority granted herein shall automatically resend in the event the written amendment is not executed within 90 days of the date of this amended Board Report.

**VENDOR:**

- 1) Vendor # 01135  
 PROLOGUE W.E.B. DUBOIS ACADEMY  
 1135 NORTH CLEAVER, 2ND FLR.  
 CHICAGO, IL 60642  
 Ms. Nancy Jackson  
 773-935-9925

**USER:**

Area Instructional Office 30 - Alternative Schools  
 125 South Clark Street  
 Chicago, IL 60603

Contact :	Jennifer Vidis
Phone:	773-535-8500
Project Manager:	Belinda A. Hill
Phone:	773-535-8520

**TERM:**

The term of this agreement shall begin on September 8, 2007 and shall end August 30, 2011.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Vendor shall provide the following ALOP services pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.): High quality alternative education program services for high school students age 17 years and older who have had significant leaves of absence from school or have been involved

with the juvenile justice system and have few, if any, high school credits. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path. Vendor will provide a 24 credit requirement program, aligned with Chicago Public Schools graduation requirements. Students' diplomas will be issued by their home schools.

**DELIVERABLES:**

Vendor shall:

- Provide programs with adequate and appropriate equipment and supplies.
- Administer academic progress and other assessments as directed by the Board, in the Board's sole discretion (Board will provide test booklets, training and scoring for mandated state and local tests.)
- Provide areas in school conducive to learning separate from the lunch and other activity rooms.
- Provide sufficient staff (teacher aides, security and etc.) to effectively manage, support and educate students consistent with their needs.
- Provide programs with a special component dedicated to truancy with attempts to increase attendance of students and decrease truancy problems.
- Provide and administer mutually agreed upon assessments of progress in reading and mathematics at the end of the school year for all students to assess individual student progress.
- Provide to Area 30 semester transcripts for each student enrolled in the ALOP school.
- Provide daily attendance reports to Area 30 staff.
- Provide list of high school graduates to Area 30 at the end of each school year.
- Provide copies of individual student success plans to Area 30 office.

**OUTCOMES:**

Vendor will ensure that:

- Student attendance rate is 80%
- Students earn a minimum of 6 credits per academic year
- Students have a post-secondary plan upon graduation
- Students are provided the curricular and credit opportunity to earn a high school diploma

**COMPENSATION:**

Vendor will be allocated a certain number of seats and will be paid a negotiated rate for these seats, not to exceed the sum of \$6,983,382.00 in the aggregate. The agreement will contain a clause that the Board may increase or decrease the number of seats by giving the Vendor thirty (30) days written notice.

**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 Area Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service Contracts, M/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Area 30 \$6,983,382.00

Budget Classification: Source of Funds

Fiscal Year: 2011

66491-115-54305-250003-000000-2011 - \$1,981,275.00

66491-225-54320-119010-000703-2011 - \$108,045.00

~~66491-115-54305-113006-000000 - \$1,981,275.00~~      General Education  
~~66491-225-54305-119010-000703 - \$108,045.00~~      SGSA

Fiscal Year: 2010

66491-115-54305-113006-000000 - \$1,883,700.00      General Education  
66491-225-54305-119010-000703 - \$79,189.00      SGSA

Fiscal Year: 2009

66491-115-54320-113006-000000 - \$1,756,109.50      General Education  
66491-115-54320-180007-376704 - \$1,767.00

Fiscal Year: 2008

66491-115-54320-113006-000000 - \$1,173,296.50      General Education

**CFDA#:**                      Not Applicable

**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:



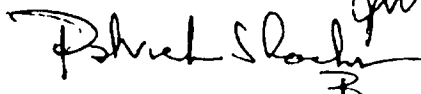
TERRY MAZANY  
Chief Executive Officer

Within Appropriation:



DIANA S. FERGUSON  
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS  
General Counsel