

APPROVE EXTENDING THE AGREEMENTS WITH VARIOUS ALTERNATIVE SAFE SCHOOLS FOR EDUCATIONAL SERVICES**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve extending the agreements with various Alternative Safe Schools to provide educational services to students who have been expelled from school or referred by a principal for displaying chronic disruptive behaviors at an aggregate cost not to exceed \$3,380,319.00. Written extension documents have been negotiated. No payment shall be made to any Alternative Safe School provider during the extension period prior to execution of their written document. The authority granted herein shall automatically rescind as to each provider in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

VENDOR:

- 1) Vendor # 25627
HUMAN RESOURCES DEVELOPMENT
INSTITUTE, INC.
222 S JEFFERSON
CHICAGO, IL 60661
Renzy Richardson
312 441-9009

- 2) Vendor # 24596
RICHARD MILBURN HIGH SCHOOL, INC
27 CONGRESS ST., SHETLAND PK, STE
310
SALEM, MA 01970
Donna Eldridge
978 741-7161X234

- 3) Vendor # 20029
BANNER SCHOOLS, LLC
1243 S. WABASH, #503
CHICAGO, IL 60605
Eric Carlton
773 934-2328

USER INFORMATION:

Contact: 13720 - Alternative Schools and Pathways
125 S Clark Street
Chicago, IL 60603
Vidis, Mrs. Jennifer Diane
773-535-8500

ORIGINAL AGREEMENT:

The original agreements (authorized by Board Report 08-0924-PR16 as amended by 10-0428-PR25) in the amount of \$6,902,505.00 were for a term commencing September 2, 2008 and ending July 31, 2010 with the Board having 2 options to renew for 1 year terms. The agreements were renewed (authorized by Board Report #10-0526-PR15 as amended by 10-1117-PR15) in the amount of \$3,507,574.00 for a term commencing August 1, 2010 and ending July 31, 2011. The agreements were further renewed (authorized by Board Report #11-0622-PR30) in the amount of \$3,380,319.00 for a term commencing August 1, 2011 and ending July 31, 2012. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1.

EXTENSION PERIOD:

The term of these agreements is being extended for 1 year commencing August 1, 2012 and ending July 31, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Alternative Safe Schools will continue to provide educational programs for students who have been expelled from school (level 5 or 6 violations to the CPS Student Code of Conduct) and students emergency placed pending expulsion. The primary goal of this program is to return students to the regular educational setting at CPS upon completion of an expulsion term. Schools are contracted to provide educational services and behaviors by implementing academic curriculum, social/behavior interventions, vocational and career training opportunities, and life-skills training that are effective, creative, and innovative.

DELIVERABLES:

Quarterly Deliverables: *Due 5 days after the end of each quarter:*

- Student grade reports (semester grade reports must include transcripts for high school students earning credits toward graduation)
- Student and staff attendance reports

Annual Deliverables: *Due at least 15 days prior to the start of the school year unless otherwise noted:*

- End of year reports
- School Improvement plan
- Evacuation Plan
- Parent Orientation Packet
- Student Orientation Packet
- Course descriptions for high school program
- Staff development plans and activity dates
- Yearly school calendar
- School organization chart
- Actual expenditure/budget report for each school, along with the overall operating budget for each school, due on or before October 16 of the school year that the agreement is in place or within 45 calendar days of the actual termination or expiration date

OUTCOMES:

Providers' services will result in:

- Students will receive a full academic program - 3 academic credits per semester toward high school graduation, and
- Complete requirements for elementary school graduation and/or advance in grade level

COMPENSATION:

Each Alternative Safe 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 total compensation payable to all Alternative Safe Schools during the extension period shall not exceed the sum of \$3,380,319.00 in the aggregate.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension documents. Authorize the President and Secretary to execute the written extension documents. Authorize Deputy Chief, Alternative Safe Schools and Pathways to execute all ancillary documents required to administer or effectuate the extensions.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination will 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:

Unit 66011 - SAFE Schools - Total Charge; \$3,380,319.00
Fiscal Year: 2012

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 May 25, 2011 (11-0525-PO2), 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:



SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



JEAN-CLAUDE BRIZARD
Chief Executive Officer

Within Appropriation:



DAVID G. WATKINS
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel