

July 24, 2019

AMEND BOARD REPORT 19-0522-PR5
**AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR ALTERNATIVE LEARNING
 OPPORTUNITIES PROGRAM SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various vendors for Alternative Learning Opportunities Program (ALOP) services. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This July 2019 amendment is necessary to increase the enrollment capacity for Ombudsman Educational Services, Ltd. (by 250 students) and Pathways in Education-Illinois, Inc. (by 250 students) to allow adequate enrollment capacity for student transition planning, and to provide students with the most options for a successful transition to a new school for SY19-20. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 120 days of the date of this Board Report.

Contract Administrator : Wright, Mr. Thaddeus / 773-553-2280

VENDOR:

Vendor # 10725

- 1) OMBUDSMAN EDUCATIONAL SERVICES, LTD.
1585 NORTH MILWAUKEE AVE
LIBERTYVILLE, IL 60048
Rudolph D. Flores
847 367-6383
Ownership: For Profit: Chancelight, Inc. - 100%

- 2) Vendor # 18327
 PATHWAYS IN EDUCATION-ILLINOIS
 320 N. HALSTEAD ST., STE 210
 PASADENA, CA 91107
 Jamie Donahue
 626 683-3500
 Ownership: Non Profit

USER INFORMATION :

Project 13610 - Innovation and Incubation
 Manager: 42 West Madison Street
Chicago, IL 60602
Mathias, Mr. Samuel A
773-553-1530

TERM:

The term of each agreement shall commence on July 1, 2019 and shall end on June 30, 2022. Each agreement shall have one (1) option to renew for periods of two (2) years.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors will provide ALOP services pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.), which will include rigorous, high quality, comprehensive education program services for high school-aged youth who have been out-of-school, are significantly off-track for graduation, are chronically truant, or are otherwise at-risk for academic failure. Vendor Program shall comply with CPS and state graduation and promotion requirements and shall be fully aligned to Illinois learning standards, but is also tailored to meet the needs of individual students. Vendor Program shall provide personalized learning plans, comprehensive social-emotional supports, and intensive post-secondary planning to all students. Vendors will be approved to serve the following number of students for the term of each of their agreements: ~~Ombudsman Educational Services, Ltd. (up to 1,250 students) and Pathways in Education-Illinois, Inc. (up to 900 students).~~ Ombudsman Educational Services, Ltd. (up to 1,500 students) and Pathways in Education-Illinois, Inc. (up to 1,150 students).

DELIVERABLES:

Vendors shall:

- Provide a Program with adequate and appropriate equipment and supplies.
- Provide areas in school conducive to learning separate from the lunch and other activity rooms.
- Provide a minimum 1:15 teacher to student ratio, and a minimum 1:60 Type 73-certified counselor to student ratio, and shall provide sufficient staff (teacher aides, related service providers, etc.) to effectively manage, support, and educate students consistent with their needs.
- Administer academic progress and other assessments as required by ISBE and as directed by the Board in its sole discretion in accordance with the SQRP for Options Schools.
- Develop a student success plan for each enrolled student in accordance with Article 13B-15.15 of the Illinois School Code.
- Provide multi-tiered systems of support for social and emotional skills introduction for all students that includes a trauma-informed, evidence-based interventions and strategies to support at-risk students who have experienced high levels of trauma.
- Provide programs with a special component dedicated to truancy with attempts to encourage consistent attendance of students and decrease truancy.
- Report daily and monthly attendance according to CPS guidelines and policies.- Provide a comprehensive postsecondary programming process, with all post-secondary plans for all students logged in Naviance.

OUTCOMES:

Vendors' services will ensure that:

- All ALOP students earn credits toward graduation at an accelerated rate.
- School-wide performance in accordance with the metrics of the SQRP achieves an annual rating of Level 2+ or higher.
- At least 20% of its enrolled students obtain part-time jobs and/or internships through placement by the Vendor.
- Attendance rate will be at least 70%.
- A school-wide credit attainment rate of at least 80%.
- All eligible students are provided the opportunity for dual credit.
- Students create post-secondary plans upon intake and have post-secondary plans upon graduation.
- Students are provided the curricular and credit opportunities to earn high school diplomas.

COMPENSATION:

Funding for the program services will be consistent with the per pupil funding models used by the Board for charter and contract high schools. The details of the financial implications will be addressed during the development of the fiscal year budgets for FY20, FY21 and FY22. Since the School Code of Illinois prohibits the incurring of any liability unless appropriation has been previously made, expenditures beyond the

specified fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

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 and amendment. Authorize the Chief Executive Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), this contract is waived of the participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Funding for the program services will be consistent with the per pupil funding models used by the Board for charter and contract high schools. The details of the financial implications will be addressed during the development of the fiscal year budgets for FY20, FY21 and FY22. Since the School Code of Illinois prohibits the incurring of any liability unless appropriation has been previously made, expenditures beyond the specified fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

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:




JONATHAN MAPLES
Chief Procurement Officer

Approved:



JANICE K. JACKSON
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY
General Counsel