# APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH MARRIOTT FOUNDATION FOR PEOPLE WITH DISABILITES FOR CONSULTING SERVICES

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

Approve exercising the second option to renew the agreement with Marriott Foundation for People with Disabilites (Marriott Foundation) to provide consulting services to the Office of Specialized Services at a cost for the option period not to exceed \$80,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

#### **CONSULTANT:**

1)
Marriott Foundation For People
901 W. Jackson Blvd. Suite 204
Chicago, II 60607
Contact: Kenneth Upshaw
312-432-6240
Vendor # 28749

Legal Name: Marriott Foundation For People With

Disabilities

#### **USER:**

Citywide Specialized Services 125 South Clark Street 8th Floor Chicago, IL 60603 Contact: Deborah Duskey 773-553-3892

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 06-1220-PR23) in the amount of \$80,000.00 is for a term commencing January 1, 2007 and ending October 31, 2007, with the Board having two (2) options to renew for twelve (12) month terms. The first option (authorized by Board Report 07-1024-PR28) is for a term commencing November 1, 2007 and ending October 31, 2008. Consultant was selected on a non-competitive basis as they were identified as the proposed subcontractor in the Community Service Agreement between the State of Illinois Department of Human Services and the Board.

## **OPTION PERIOD:**

The term of this agreement is being extended for twelve (12) months commencing November 1, 2008 and ending October 31, 2009.

## **OPTION PERIODS REMAINING:**

There are no option periods remaining.

## **SCOPE OF SERVICES:**

Consultant will continue to provide services to not less than thirty (30) students with disabilities in the Internship Program. Consultant's staff will place at least sixteen (16) of the students as interns within the community business. These students shall be placed in competitive, unsubsidized employment. At least twelve (12) of those placed shall successfully complete their internships as demonstrated by working a cumulative total of at least 240 hours in 60 days or more work days during the school year. In the event that a student completes 240 hours of work in less than 60 days, that student must work additional days

until the 60 work day requirement has been satisfied. These work experiences may be with multiple employers.

### **DELIVERABLES:**

Consultant will continue to provide all program materials for the Internship Program and will continue to disseminate all pertinent information to the students and their parents requiring the program. Consultant will continue to identify and assess each student's skills, abilities, and needs for accommodation, and conduct job development activities for each student accordingly. Consultant will also continue to locate and provide appropriate job placements for students, and will also provide 1:1 worksite supports to both students and their employers in efforts to promote job retention. Consultant will also continue to facilitate transportation arrangements for the students, including the provision of direct assistance with travel training. Consultant will also continue to provide for up to one year from the contract expiration date continued support services to students who are employed through the Internship Program.

## **OUTCOMES:**

Consultant's services shall result in the following for participants:

Minimum of 30 students will be enrolled in the Internship Program;

Minimum of 16 students will be placed in internships in the community; and

Minimum of 12 students will complete the Internship Program by working a minimum of 60 days/240 hours.

#### **COMPENSATION:**

Consultant shall be paid during this option period as follows: monthly upon invoicing, not to exceed the sum of \$80,000.00. Consultant shall be paid as detailed in the renewal agreement.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate this option agreement.

## **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), M/WBE provisions do not apply to vendors who operate as Not-for-Profit organizations.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# **FINANCIAL:**

Charge to: Office of Specialized Services

Source of Funds: (STEP) Secondary Transition Experience Program FY 2009

11670-324-54125-221016-524013-2009 \$80,000.00

### **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** 

Within Appropriation:

PEDRO MARTINEZ

Chief Financial Officer

Approved:

ARNE DUNCAN
Chief Executive Officer

Approved as to Legal Form:

PATRICK J. RÓCKS General Counsel