# **AMEND BOARD REPORT 24-0425-PR3**

# AUTHORIZE A NEW AGREEMENT WITH OMBUDSMAN EDUCATIONAL SERVICES, LTD. AND PATHWAYS IN EDUCATION-ILLINOIS FOR ALTERNATIVE LEARNING OPPORTUNITIES PROGRAM SERVICES

# THE INTERIM SUPERINTENDENT/CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Ombudsman Educational Services, Ltd. and Pathways in Education-Illinois for the purchase of Alternative Learning Opportunities Program (ALOP) services to Chicago Public Schools at an estimated annual cost set forth in the Financial Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-3. A written agreement for this purchase is currently being negotiated. No services may be ordered or received and no payment shall be made to a 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This September 2025 amendment is necessary to increase the Not To Exceed amount by \$5,000,000 for a total Not To Exceed of \$65,000,000. A written amendment to the agreement is not required.

Contract Administrator: Mckinney, Rovetta / 773-553-2280

# **VENDOR:**

Vendor # 10725
 OMBUDSMAN EDUCATIONAL SERVICES,
 LTD.
 28100 N. Ashley Circle
 Libertyville, IL 60048
 Sue Leuser

Ownership: For Profit Corporation The Halifax Group - 96.39% Twin Brook Capital Partners - 3.61%

2) Vendor # 18327
PATHWAYS IN EDUCATION-ILLINOIS
320 N. HALSTEAD ST., STE 210
PASADENA, CA 91107
Lisa Schwartz

Ownership: Not For Profit

#### **USER INFORMATION:**

Contact: 10710 - Executive Office

42 West Madison Street

Chicago, IL 60602

Sanders, Felicia Renee

773-553-1500

Project 02551 - Options Network Manager: 4934 S. Wabash Ave.

Chicago, IL 60615 Mikolajczyk, Molly 773-553-3065

#### TERM:

The term of this agreement shall commence on July 1, 2024 and shall end June 30, 2026. This agreement shall have two (2) options to renew for one (1) year each.

# **EARLY TERMINATION RIGHT:**

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

# **SCOPE OF SERVICES:**

Vendors will continue to provide ALOP services pursuant to Section 13B of the Illinois School Code (105ILCS 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(s) shall comply with CPS and State graduation and promotion requirements and shall be fully aligned to Illinois learning standards, but shall also be tailored to meet the needs of individual students. Vendor Program(s) 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 1,500 students) and Pathways in Education-Illinois, Inc (up to 1150 students).

#### **DELIVERABLES:**

Vendors shall provide:

- A Program with adequate and appropriate equipment and supplies.
- Areas in school conducive to learning separate from the lunch and other activity rooms.
- A minimum 1:15 teacher to student ratio, and a minimum 1:60 Type 73-certified counselor to student ratio.
- -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 for Options Schools.
- A student success plan for each enrolled student in accordance with Article 13B-15.15 of the Illinois School Code.
- A multi-tiered system of support for social and emotional skills introduction for all students that includes trauma-informed, evidence-based interventions and strategies to support at-risk students who have experienced high levels of trauma.
- Programs with a special component dedicated to truancy with attempts to encourage consistent attendance of students and decrease truancy.
- Daily and monthly attendance reports according to CPS guidelines and policies.
- A comprehensive postsecondary programming process, with all post-secondary plans for all students logged in the district-designated platform for postsecondary planning.

# **OUTCOMES:**

Vendors' services will ensure that:

- All ALOP students earn credits toward graduation at an accelerated rate.
- Schoolwide performance in accordance with the metrics and designations of the Options School Accountability Policy (23-0928-PO3), or any subsequent policies that replace it.
- 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.

# **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 of Network Support to execute all ancillary documents required to administer or effectuate this agreement.

#### **BUSINESS ENTERPRISE PARTICIPATION:**

Pursuant to the Remedial Policy for Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) policy participation in Goods and Services contracts, with aspirational goals of 30% MBE and 7% WBE. The vendor provides services that are niche and the industry has limited market share to participate in the aspirational goals, congruent with the marketplace for this category of products, services, the MBE and WBE Policy is an excluded transaction. Said exclusion to the aspirational goals are warranted and merited by the Office of Business Enterprise Development and Environmental Social Governance.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Funding 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 FY25 and FY26. 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.

Fund Various (Local & Federal funds), 115, Title I, II, III, IV and ESSER funds, Unit 11110 - Network Support Office

FY25 - \$30,000,000 \$30,257,715 FY26 - \$30,000,000 \$34,742,285

Not to exceed \$60,000,000 \$65,000,000 for the two (2) year term. Future year funding is contingent upon budget appropriation and approval.

# **GENERAL CONDITIONS:**

The agreement shall contain general conditions including but not limited to the following: Inspector General provision, in accordance with 105 ILCS 5/34-13.1; Conflicts provision, in accordance with 105 ILCS 5/34-21.3; Indebtedness provision, in accordance with the Board's Indebtedness Policy adopted June 26, 1996 pursuant to Board Report 96-0626-PO3; Ethics provision, in accordance with the Board's Ethics Code as amended; and, Contingent Liability provision.

Approved for Consideration: Patrice Hernaudez

PATRICIA HERNANDEZ Chief Procurement Officer Approved:

MACQULINE KING, Ed.D

Interim Superintendent/Chief Executive Officer

Approved: 8

ELIZABETH K. BARTON

**Acting General Counsel**