

**RATIFY ENTERING INTO AN AGREEMENT WITH NEWBERRY LIBRARY
FOR CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify entering into an agreement with The Newberry Library to provide consulting services to the Office of Curriculum and Instruction/Department of Curriculum at a cost not to exceed \$ 154,273. Consultant began services without prior Board approval. Consultant was selected on a non-competitive basis because Consultant was identified as the service provider in the Teaching American History Grant received from the U.S. Department of Education. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT: The Newberry Library
60 W. Walton Street
Chicago, IL 60610
Vendor #: 37355
Contact Person: Toby Higbie
Phone: 312-255-3568

USER: Office of Curriculum and Instruction/Department of Curriculum
Medill TPTC
1326 West 14th Pl., Room 312
Contact: Ana Espinoza, Officer
Phone: 553-6160

TERM: The term of this agreement shall commence on October 1, 2002 and shall end September 30, 2003. This agreement shall have two options to renew for an additional one-year period each. The cost for each option shall not exceed \$165,215.

SCOPE OF SERVICES: The Newberry Library will deliver intense subject area training for teachers as well as coordinate work of other collaborating grant partners to ensure academic quality of the Chicago History Project. Consultant shall provide consultants, staff, equipment, materials, postage, readers, a web site developer and program evaluator as part of their services.

DELIVERABLES: Consultant shall provide intensive ongoing professional development activities and workshops to history teachers working in middle and high schools. Consultant will also:

- i. Plan collaboratively with other grant partners to provide summer institute training and four additional follow-up sessions of teachers during the regular school year.
- ii. Provide one-half FTE Project Director.
- iii. Provide office administration and management of Web site contractual services.
- iv. Provide a project evaluator.
- v. Provide all other deliverables specified in the grant.

OUTCOMES: Consultant's services shall result in improving teachers' knowledge and classroom strategies for the instruction of American History in grades 7-12, and developing a sense of professional community involving teachers, history education specialists, university faculty, museums, and libraries.

COMPENSATION: Consultant shall be paid upon receipt of invoice voucher as follows: In quarterly installments, not to exceed the sum of \$154,273.

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

AFFIRMATIVE ACTION: The M/WBE goals for this contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope is not further divisible.

The vendor has, however, identified and scheduled the following firms and percentages

Total WBE 15.6%

Ann Marie Ryan 913 University Hall, UIC Chicago, IL 60607	Independent Consultant \$20,100	13%
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Stephanie McCurry 2010 N. Sheridan Kaplan Center Evanston, IL. 60208	Independent Consultant \$4,000	2.6%
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LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to: Department of Curriculum: \$ 154,273
Budget Classification: 0951-239-377-8984-5410

Fiscal Year: 2003

Source of Funds: Teaching American History Grant

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.

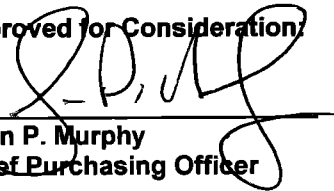
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), 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:



Sean P. Murphy
Chief Purchasing Officer

Approved:



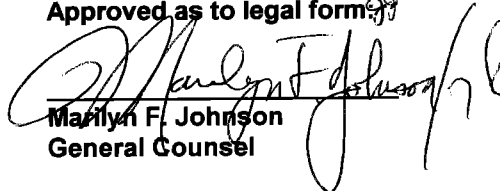
Arne Duncan
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:



Marilyn F. Johnson
General Counsel