

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

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with the Newberry Library to provide consulting services to the Office of High School Programs at a cost not to exceed \$130,000.00. 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. The Newberry Library's active education presence in Chicago qualifies its staff to provide leadership for the Chicago History Advanced Placement Project (CHAPP) academic content. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT: Newberry Library
60 West Walton
Chicago, IL 60610
(312) 255-3569
Vendor # 37355
Contact: Frank Valadez

USER: Office of High School Programs
125 S. Clark Street, 12th Floor
Chicago, Illinois 60603
Contact: Dr. Afina Lockhart
(773) 553-2096

TERM: The term of this agreement shall commence on November 30, 2006 and shall end on November 29, 2007. This agreement shall have (2) options to renew for periods of one year each. The cost for each option shall not exceed \$130,000.00.

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

SCOPE OF SERVICES: Consultant will provide the following services to a select group of AP United States History teachers:

- Collaborate with Chicago Public Schools to coordinate the work of partner organizations to deliver U.S. History seminars as well as other history-related portions of teacher training
- Provide professional development seminars and workshops to CPS AP teachers

DELIVERABLES: Consultant will provide the following:

- Collaborate with partners to provide Professional Development for AP teachers
- Coordinate content-based professional development sessions with teachers
- Arrange services of external faculty for professional development activities
- Provide an Academic Director for 33% of his/her work time at Newberry Library
- Provide a Project Co-Manager at 33% of his/her work time at Newberry Library
- Provide an Administrative Assistant at 50% of his/her work time at Newberry Library
- Provides books, materials, etc. for professional development

OUTCOMES: Consultant's services will result in rigorous, content-based professional development activities for AP U.S. History teachers in order to increase teacher knowledge and build capacity of AP instruction.

COMPENSATION: Consultant shall be paid upon receipt of invoices as follows: in two evenly divided payments not to exceed the sum of \$130,000.00

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

AFFIRMATIVE ACTION: Pursuant to Section 3.7 of the Revised Remedial Plan for Minority and women Business Enterprise contract Participation (MWBE Plan) this contract is exempt from review because the consultant is a not-for-profit.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Office of High School Programs: 130,000.00 Fiscal Year: 2007
Budget Classification: 0915-251-956-2188-5410 Source of Funds: NCLB-Title V
Requisition Number: TBD

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:


Heather A. Obora
Chief Purchasing Officer

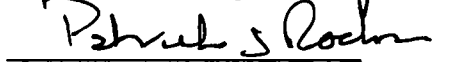
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


John Maiorca
Chief Financial Officer

Approved as to legal form:


Patrick J. Rocks
General Counsel