

**APPROVE ENTERING INTO AN AGREEMENT WITH PHALE D. HALE EDUCATION CONSULTING, INC.  
FOR CONSULTING SERVICES**

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

Approve entering into an agreement with Phale D. Hale Education Consulting, Inc. to provide consulting services to the Office of Academic Enhancement at a cost not to exceed \$38,000. Consultant was selected on a non-competitive basis because of Consultant's expertise in writing competitive grants pursuant to the Magnet Schools Assistance Program. 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.

**Specification No.: 03-250254**

**CONSULTANT:** Phale D. Hale Education Consulting, Inc.  
2300 M. Street NW #750  
Washington, DC 20037  
Phale Hale  
(202) 296-3500 or (202) 296-5910  
Vendor # 20780

**USER:** Office of Academic Enhancement  
125 S. Clark Street  
Jodi Pinkerton  
(773) 553-2064

**TERM:** The term of this agreement shall commence on November 20, 2003 and end on October 31, 2004. This agreement shall have two options to renew for periods of 12 months each.

**SCOPE OF SERVICES:** Consultant and the Board will meet to review data for desegregation and needs assessment to provide the basis for the Board's application for a grant from the Magnet School Assistance Program. Consultant will provide curriculum workshop for planning teams at the proposed magnet schools. Consultant will develop first, second, and third drafts of the application and budget. Consultant will finalize the budget. Consultant will finalize the application.

**DELIVERABLES:** Consultant will format the budgets so that they are clear and easy to read. Consultant will gather test scores and demographics to review data for desegregation and needs assessment of the schools.

**OUTCOMES:** Consultant's services will result in creating five (5) low performing schools into magnet schools. The grant will provide three years of funding of up to four million dollars per year.

**COMPENSATION:** Consultant will be paid \$1,200 per day for senior consultant and \$750 a day for staff specialists, plus expenses; total not to exceed \$38,000.

**REIMBURSABLE EXPENSES:** Consultant shall be reimbursed for the following expenses upon approval of the Officer of Academic Enhancement: airfare, ground transportation, meals, hotels, and other incidentals. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

**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 Officer of Academic Enhancement to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE) because the prime is an independent consultant (100% African American).

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

**FINANCIAL:** Charge to Office of Academic Enhancement: \$38,000  
Budget Classification: 0310-239-334/929-7981-5410 - \$19,000  
0310-210-163-7858-5410 - \$19,000  
Requisition Number: [#]

Fiscal Year: 2004  
Source of Funds: Federal Grant  
Ed. Fund

**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:**

  
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Heather Crossley  
Chief Purchasing Officer


**Approved:**

  
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Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
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John Maiorca  
Chief Financial Officer

**Approved as to legal form:**

  
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Ruth Moscovitch  
General Counsel