

**RATIFY ENTERING INTO AN AGREEMENT WITH HOLLAND & KNIGHT LLP  
FOR CONSULTING SERVICES**

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

Ratify entering into an agreement with Holland & Knight LLP to provide consulting services to the Office of the Chief Executive Officer at a cost not to exceed \$66,000. Consultant was selected on a non-competitive basis because of its unique qualifications and experience in the field of federal public law and education law. 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:** Holland & Knight LLP  
55 West Monroe Street, Suite 800  
Chicago, Illinois 60603  
Contact Person: Sean Heffernan  
312-263-3600  
Vendor # 34628

**USER:** Office of Chief Executive Officer  
125 S. Clark Street – 5th Floor  
Chicago, Illinois 60603  
Contact Person: Robin Black  
773-553-1470

**TERM:** The term of this agreement shall commence on February 18, 2002, and shall end January 31, 2003. This agreement shall have two options to renew for periods of one year each.

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

**SCOPE OF SERVICES:** Under the direction of the Office of Federal Affairs, consultant shall work to formulate proposals and programs that are eligible to receive discretionary appropriated funding, work with the Illinois congressional delegation to develop support for such initiatives, and work with the House and Senate Appropriations Committees to attempt to secure funding for such proposals and projects in fiscal year 2002 appropriations legislation. Consultant will also assist the Board in building its relationships with the U. S. Department of Education and to determine other funding opportunities. Assistance will also be provided in monitoring and tracking other education policy issues in the U.S. Congress, the U.S. Department of Education and other federal agencies.

**DELIVERABLES:** Consultants shall provide periodic reports of the content and progress of proposals and/or projects developed.

**OUTCOMES:** Consultant's services shall result in the identification and development of projects and/or proposals that advance the Chicago Public Schools' instructional goals and resource needs.

**COMPENSATION:** Consultant shall be paid as follows: For services rendered, the annual amount of \$60,000, payable in 12 equal monthly installments of \$5,000 plus reimbursable expenses not to exceed \$6,000.

**REIMBURSABLE EXPENSES:** Consultant shall be reimbursed for the following expenses: telephone, facsimile, photocopy and courier charges, not to exceed \$6,000.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written

**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 Chief Fiscal Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** Pursuant to section 3.7.4 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE) this contract is exempt from review because is not further divisible.

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

**FINANCIAL:** Charge to the Office of the CEO: \$66,000  
Budget Classification: 0950-210-000-1005-5410

Fiscal Year: 2002  
Source of Funds: General 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.

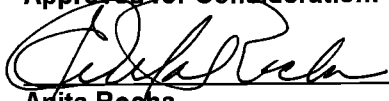
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

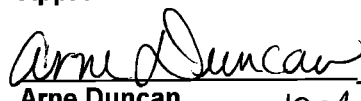
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:**

  
Anita Rocha  
Acting Chief Purchasing Officer

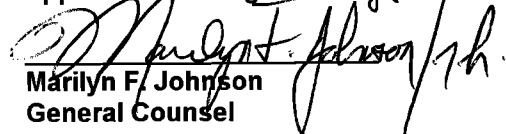
**Approved:**

  
Arne Duncan  
Chief Executive Officer *roy PAT*

**Within Appropriation:**

  
Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to legal form:** *HW*

  
Marilyn F. Johnson  
General Counsel