

**RATIFY AN AGREEMENT WITH FROM THE INSIDE OUT  
FOR CONSULTING SERVICES**

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

Ratify an agreement with From the Inside Out to provide consulting services to King College Preparatory High School at a cost not to exceed \$44,997.00. Consultant has already received payment in the amount of \$24,997.00. These services were obtained without prior Board approval. Consultant was selected on a non-competitive basis because of its expertise in the performance arena. Consultant has provided services to King College Prep High School since September 2001. A written agreement for Consultant's services is currently being negotiated. No additional 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 document is not executed within 60 days of the date of this Board Report. Information pertinent to this document is stated below.

**Specification No.:** 03-250111

**CONSULTANT:** From the Inside Out  
Dr. Marguerite Mariama  
4849 South Dorchester  
Chicago, Illinois 60615  
(773) 924-1747  
Vendor #32556

**USER:** King College Prep High School  
4445 South Drexel Boulevard  
Dr. Linda H. Coles  
773) 535-1180

**TERM:** The term of this agreement commenced on September 4, 2002 and shall end July 31, 2003.

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

**SCOPE OF SERVICES:** The consultant shall provide daily consultation and coordination of the performing arts program including band, choir, dance, and theater arts. The consultant will also evaluate the performance and impact of the collaborative partners from Northwestern University VanderCook School of Music and the Joseph Holmes Dance Company.

**DELIVERABLES:** The consultant will be responsible for developing and scheduling the collaborative partners to work with the students. Monthly reports will be prepared by the consultant for the Performance and Visual Parent Advisory Council Meetings.

**OUTCOMES:** Through the consultant's involvement with the university collaborators, the students of King College Prep will be able to fulfill the fine arts standards for performing arts, a learning strand at King College Prep High School.

**COMPENSATION:** Consultant shall be paid as follows: Hourly rate of \$50.00 per hour, not to exceed the sum of \$44,997.00, of which consultant has already received payment of \$24,997.00.

**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 Education Officer 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 Plan) because the prime is an independent consultant (100% African American).

**LSC REVIEW:** Local School Council approval is not applicable to this report; King College Prep will not have a Local School Council until the election in 2004.

**FINANCIAL:** Charge to King College Prep \$44, 997.00 (FY) 2002-2003  
Budget Classification: 1760-268-643-7944-5410 Source of Funds: Federal Bilingual Program  
1760-268-643-7947-5410 Office of Language & Culture

Consultant has received payments in the amount of \$24, 997.00.  
Purchase order numbers: 480602, 495990, 510000, 514923 and 531073  
Requisition Number: #IM2312585, #IM2312595 and #2312832  
#IM2312832

**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).

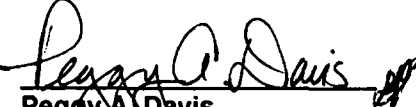
**Approved for Consideration:**

  
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Sean P. Murphy  
Chief Purchasing Officer

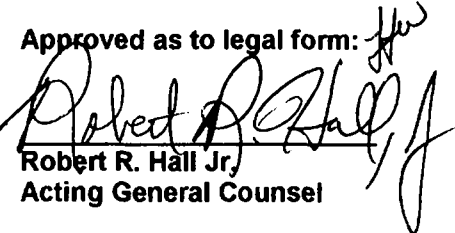
**Approved:**

  
\_\_\_\_\_  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
\_\_\_\_\_  
Peggy A. Davis  
Chief of Staff

**Approved as to legal form:**

  
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Robert R. Hall Jr.  
Acting General Counsel