

July 23, 2003

**APPROVE ENTERING INTO AN AGREEMENT WITH THE UNIVERSITY OF HOUSTON  
FOR CONSULTING SERVICES**

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

Approve entering into an agreement with the University of Houston to provide consulting services to the CPS Teachers Academy for Professional Development at a cost not to exceed \$62,995.00. Consultant was selected on a non-competitive basis because of their recognized discipline and instructional management program. 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 90 days of the date of the Board Report. Information pertinent to this agreement is stated below.

**Specification No.:** 03-250155

**CONSULTANT:** University of Houston, College of Education  
442 Farish Hall, Houston, Texas 77204-5026  
Thomas Lee Boozer (713) 743-9240  
Vendor Number: 24743

**USER:** CPS Teachers Academy for Professional Development  
1324 W. 14<sup>th</sup> Place, Chicago, IL 60608  
Ms. Amanda Rivera, Director  
(773) 534-6050

**TERM:** The term of this agreement shall commence July 24, 2003 and shall end June 30, 2004. This agreement shall have one option to renew for a 12-month period.

**SCOPE OF SERVICES:** Consultant will provide professional development training and training for new teachers, returning teachers, mentors, local school administrators in a pilot program at 12 Area 8 schools, and to CPS GOLDEN Teacher staff during the 2003-04 school year. Consultant will implement its Consistency Management and Cooperative Discipline Program® (CMCD) in 12 Area 8 schools. The implementation of the CMCD program will include the following: 2-day summer institute and materials for new teachers; 6 workshops between September and May for new teachers and their mentors, including all materials for classroom implementation; 2 workshops and materials for second-year teachers, school administrative training and materials; and travel expenses for Consultants to deliver training and on-going support.

**DELIVERABLES:** Consultant will deliver quarterly status reports regarding implementation of the CMCD to the Board.

**OUTCOMES:** Consultant's services will create the capacity of CPS to attract, support and retain high quality teachers for its schools through advanced instructional and classroom management provided by the CPS/CMCD Program. The CPS/CMCD steering committee will serve in an advisory capacity for program implementation, to consider a model design to expand the program within CPS, and to research future funding.

**COMPENSATION:** Consultant shall be paid an amount not to exceed \$62,995.00 in four installments. Payments will be made as follows: first payment of \$15,748.75 to be made September 15, 2003; second payment of \$15,748.75 to be made on November 17, 2003; third payment of \$25,748.75 to be made on January 12, 2004; and final payment of \$15,748.75 to be made on May 17, 2004.

**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 the agreement.

**AFFIRMATIVE ACTION:** Pursuant to section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE) this contract is exempt from review because the vendor is a university.

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

**FINANCIAL:** Charge to CPS Teachers Academy: \$62,995.00 Fiscal Year: 2004  
Budget Classification: 0300-239-699-1572-5410 (\$62,995.00)  
Source of Funds: McDougal Family Foundation Grant  
Requisition Number:

**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.

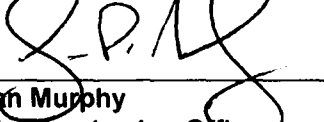
**Conflicts** – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of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

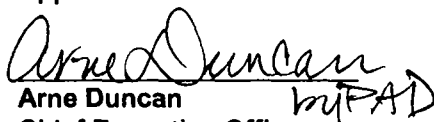
**Ethics** – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

**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).

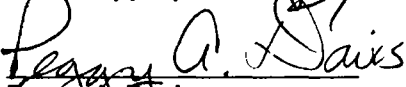
**Approved for Consideration:**

  
Sean Murphy  
Chief Purchasing Officer

**Approved:**

  
Arne Duncan  
Chief Executive Officer

**With In Appropriation:**

  
Peggy A. Davis  
Chief of Staff

**Approved as to legal form:**

  
Ruth Moscovitch  
General Counsel