

**RATIFY AN AGREEMENT WITH MERIT SCHOOL OF MUSIC  
FOR CONSULTING SERVICES  
(NATHANAEL GREENE SCHOOL)**

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

Ratify an agreement with Merit School of Music to provide consulting services to Nathanael Greene Elementary School at a cost not to exceed \$67,745.00. Consultant has already received partial payment in the amount of \$24,999.00. No further payments shall be made to Consultant prior to the execution of the written agreement. These services were obtained without prior Board approval. Consultant was selected on a non-competitive basis because of its expertise in providing general music classes and instrumental music education to children. A written agreement for these services is currently being negotiated. 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.** 04-250011

**CONSULTANT:** Merit School of Music  
47 West Polk Street, Suite M-4  
Chicago, Illinois 60605  
Susan C. Cook, Director  
312 786-9428  
Vendor # 33278

**USER:** Nathanael Greene School  
3525 South Honore Street  
Elizabeth Gearon  
535-4560

**TERM:** The term of this agreement shall commence September 29, 2003 and shall end June 30, 2004.

**EARLY TERMINATION RIGHT:** The Board has the right to terminate this Agreement with thirty (30) days written notice.

**SCOPE OF SERVICES:** Consultant will provide general music class to students in Pre-K to 5<sup>th</sup> grade for a 22 week period, and 22 weeks of instrumental violin, guitar, and chorus classes for the After-School program.

**DELIVERABLES:** Consultant will provide general music classes 30 hours a week for 22 weeks, and 7 hours a week after school instrumental classes for 22 weeks.

**OUTCOMES:** Consultant's services will result in increased student, parent and staff participation in assemblies as well as enhancing the fine arts program of the School through music awareness. Students will also be able to develop musical skills by learning to play an instrument.

**COMPENSATION:** Consultant shall be paid as follows: upon invoicing, not to exceed the sum of \$67,745.00

**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:** The M/WBE goals for this contract include: 35%total MBE, 22% total African American, 10%total Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a full waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope is not further divisible.

**LSC REVIEW:** This action was approved by the LSC for Nathanael Greene School on April 10, 2003

**FINANCIAL:** Charge to Nathanael Greene Elementary School \$67,745.00      Fiscal Year: 2003-04  
Budget Classification: 3650-234-703-6208-5410      Source of Funds: State Chapter 1  
Consultant has received payment of \$24,999.00  
Purchase Order 6322410

**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.

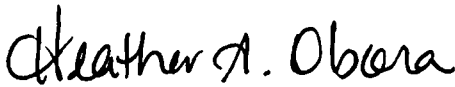
Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:**

**Approved:**

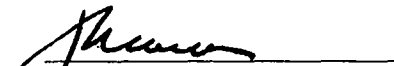


Heather A. Obora  
Chief Purchasing Officer



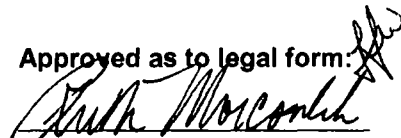
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**



John Maiorca  
Chief Financial Officer

**Approved as to legal form:**



Ruth M. Moscovitch  
General Counsel