RATIFY AN AGREEMENT WITH MACK BYRD FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with Mack Byrd to provide consulting services to Amos Alonzo Stagg School at a cost not to exceed \$55,000. These services were obtained without prior Board approval. Consultant was selected on a non-competitive basis because of his qualifications and experience with numerous educational software development companies, and his past professional development training for various CPS schools and suburban schools districts. For the past six years, Mack Byrd has provided computer training and consulting services at Stagg School 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.

Specifications No.: 01-250281

CONSULTANT: Mack Byrd

6700 S. Crandon Ave. #6A

Chicago, IL 60649 Tel. No.: 773-684-4178 Vendor No.: 90632

USER:

Amos A. Stagg School

7421 S. Morgan Street, Chicago, IL

Contact person: Sherry West-Gage, Principal

Region Educational Officer: Garland Cleggett, Region 5

Tel. No.: 773-535-3566

TERM: The term of this agreement shall commence on July 1, 2001 and shall end June 30, 2002. This agreement shall have 1 option to renew for a period of one year at a cost not to exceed \$55,000.

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

SCOPE OF SERVICES: Consultant shall provide computer training classes for students, computer workshops for parents and community residents, and professional development training classes for teachers which integrate technology with instruction.

DELIVERABLES: Training classes for students shall be provided Monday through Friday from 9:00a.m. to 2:30 p.m., whenever school is in session. Parent and community training classes shall be held in the evenings from 3:30 to 4:30 p.m. Professional Development Training for teachers shall be from 8:00 a.m. to 8:45 a.m. Monday through Friday and from 9:00 a.m. to noon on Saturdays once or twice monthly as scheduled. Training topics shall include Microsoft Word, Power Point, Excel, as well as training on the Internet.

OUTCOMES: Consultant's services will result in students, parents, community residents and teachers being able to understand how to integrate technology into their everyday lifestyles and to use this powerful tool at every level.

COMPENSATION: Consultant shall be paid as follows: hourly rate of \$38.00, not to exceed \$55,000.

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.

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 (Independent Consultant). The M/WBE participation goals for the contract are: 100 % total MBE, 100% total African American, 0% total Hispanic, 0% total Asian and 0% WBE.

Total MBE 100%

Total 100% African American Mark Byrd 6700 S. Crandon Ave, Chicago, IL 60649

\$55,000.00

LSC REVIEW: Local School Council approval is applicable to this report and was approved by the LSC for Stagg School on 7-20-01

FINANCIAL: Charge to Amos A. Stagg School \$55,000

Fiscal Year: 2001-2002

Budget Classification: #7760-234-703-6236-5410

Source of Funds: State Chapter 1

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

Within Appropriation

Kenneth C. Gotsch Chief/Fiscal Officer

Approved as to legal form:

Marilyn F. Johnson General Counsel

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