APPROVE ENTERING INTO AN AGREEMENT WITH LAWANDA DARLING FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Lawanda Darling to provide art-consulting services to Dunne Elementary School at a cost not to exceed \$20,000. Consultant was selected on a non-competitive basis because of the quality of her previous services rendered during the 2000-2001 school year. A written agreement for consultant's services is currently being negotiated. Consultant shall provide no service and 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 this Board Report. Information pertinent to this agreement is stated below.

SPECIFICATION NO.: 01-250191

CONSULTANT:

LaWanda Darling

5129 South University - 2B

Chicago, IL 60615 773-667-3180 Vendor# 84034

USER:

Edward F. Dunne Elementary School

10845 South Union Avenue

Chicago, IL 60628

Region 6, Sherye Garmony-Miller, R.E.O

Contact Persons: Bettye Neal Richardson, Principal

Brandon C. Hall, Administrative Assistant

773-535-5517

TERM: The term of this agreement shall commence on the date the agreement is signed and shall end June 30, 2002 This agreement shall have 3 options to renew for periods of 1 year each in the amount of \$20,000 each year.

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

SCOPE OF SERVICES: Consultant will provide hands on learning in the Critical Thinking in Visual Arts Program to all classes with alternative assessments in art with studies from multicultural groups. Consultant shall provide services which allow students to explore African, Latino, Native American and Asian works in art, including such works of art as still life drawing, self-portraits, painting, animals in art and small mural paintings. Consultant will provide staff development for teachers to prep their students prior to her arrival, along with substitute services in the event she is not able to attend on a given day.

DELIVERABLES: At the end of the services, students will have designed and constructed a mural for Dunne School.

OUTCOMES: Consultant's services will result in the students increasing their critical thinking skills by interacting with one another and examining artworks together. Students will also increase their understanding of the materials and the processes used in each cultural context and identify ways in which these works influence the art forms that they experience within their communities. Students will also be able to design and construct a mural.

COMPENSATION: Consultant will be paid \$300.00 a day, not to exceed the sum of \$20,000.00.

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.

AFFIRMATIVE ACTION: M/WBE participation for Independent Contractors is determined on an aggregated basis and reported in the M/WBE Monthly Report. M/WBE participation: 100% black, 0% Hispanic, 0% Asian, 0% WBE and 0% Non-Minority.

LSC REVIEW: Edward F. Dunne School, LSC Approval Date: April 14, 2001

FINANCIAL: Charge to Dunne Elementary School: \$20,000.00 Fiscal Year 2002

Budget Classification: 6050-242-021-7653-5410 Source of Funds: IASA

GENERAL CONDITIONS:

Inspector General- Each party to the agreement shall acknowledge that, in accordance with the 105 ILCS 5/34 –1.1, 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 of Education Indebtness Policy (95-0726-EX3), adopted July 25,1995 (95-0726-EX-3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board of Education Ethics Code (95-0927-RU3), adopter September 27, 1995, as amended from time to time, shall be incorporated into and made 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:

Natalye Paquin

Chief Purchasing Officer

Within Appropriation:

Kenneth C. Gotsch Chief Fiscal Officer **Chief Executive Officer**

Arne Duncan

Approved as to Legal Form:

Marilyn F. Johnson

Attorney