

**APPROVE THE RENEWAL OF THE EXISTING AGREEMENT  
WITH CUNNINGHAM COMMUNICATIONS FOR CONSULTING SERVICES**

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

Approve the renewal of the existing agreement with Cunningham Communications to provide consulting services to the Office of the Chief Executive Officer at a cost not to exceed \$120,000. A written renewal agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 60 days of the date of this Board report. Information pertinent to this renewal agreement is stated below.

**SPECIFICATION NO.: 02-250194**

**CONSULTANT:** Cunningham Communications  
4052 North Avers Avenue  
Chicago, Illinois 60618-1902  
773: 279-1522  
Peter Cunningham, President  
Vendor #29583

**USER:** Office of the Chief Executive Officer  
125 S. Clark Street – 5<sup>th</sup> floor  
Mr. Arne Duncan  
773: 553-1500

**ORIGINAL AGREEMENT:** The original written agreement, authorized by Board Report 02-1023-PR22, in the amount of \$107,500.00 is for a term commencing July 1, 2002 and ending June 30, 2003. The original agreement was awarded on a non-competitive basis because of Consultant's extensive expertise in local government strategic press relations and communications planning.

**RENEWAL PERIOD:** By mutual agreement of the parties, the term of the agreement is being renewed for a period commencing on July 1, 2003 and ending on June 30, 2004.

**SCOPE OF SERVICES:** Consultant will continue to provide advice and consultation to the Chief Executive Office on the following matters: development of CPS' overall strategic communications plan, including, but not limited to, organizational structure, development of CPS messages pertaining to key initiatives and preparation of customary public and media relations materials related to key initiatives. Consultant shall also continue to provide related direction and support to current communications staff.

**DELIVERABLES:** Consultant will continue to deliver periodic public and media relations materials and periodic status reports regarding the progress and performance of the Chief Executive Office.

**OUTCOMES:** Consultant's services shall result in a strategic communications plan and refinement of the CPS communications function.

**COMPENSATION:** Consultant shall be paid \$10,000 per month upon invoicing for the months of July, 2003 through June, 2004, not to exceed the sum of \$120,000 for the 12-month term of this agreement.

**REIMBURSABLE EXPENSES:** None.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the renewal agreement. Authorize the Chief Executive Officer to execute all ancillary documents required to administer or effectuate this renewal agreement.

**AFFIRMATIVE ACTION:** The vendor for this contract is an independent consultant (100% non-minority).

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

**FINANCIAL:** Charge to the Office of Communications: \$120,000  
Budget Classification: 0180-210-000-1534-5410

Fiscal Year: 2004  
Source of Funds: Education, 210

**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.

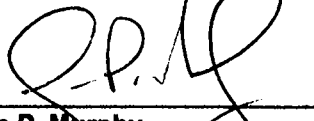
**Conflicts** – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of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

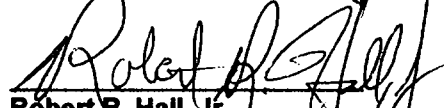
**Approved:**

  
Arne Duncan  
Chief Executive Officer *by PAB*

**Within Appropriation:** 

  
Peggy A. Davis  
Chief of Staff

**Approved as to legal form:** 

  
Robert R. Hall, Jr.  
Acting General Counsel