

**RATIFY ENTERING INTO AN AGREEMENT WITH READING IN MOTION  
FOR CONSULTING SERVICES  
(Eberhart Elementary School)**

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

Ratify entering into an agreement with Reading in Motion for consulting services provided to Eberhart Elementary School in the amount of \$35,200.00. These services were rendered without prior Board approval and consultant has received a partial payment of \$22,700.00. The Consultant was selected on a non-competitive basis because Consultant offers a learning program that teaches the fundamentals of reading and comprehension through hands on projects and performances. 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 this Board Report. Information pertinent to this agreement is stated below.

**Specification No.: 04-250069**

**CONSULTANT:** Reading In Motion  
65 E. Wacker Place, Suite 1800  
Chicago, IL. 60601  
Tiffany Lovell  
312 899-0735  
Vendor #38368

**USER:** Eberhart Elementary School  
3400 West 65<sup>th</sup> Street  
Chicago, IL 60629  
Joyce E. Jager, Principal  
773 535-9190

**TERM:** The term of this agreement shall begin September 22, 2003 and shall end June 18, 2004. This agreement shall have one option to renew for a period of one year.

**SCOPE OF SERVICES:** Consultant shall provide direct instruction in reading to 1<sup>st</sup> and 3<sup>rd</sup> grade students. Consultant shall work with students and their teachers to teach reading comprehension through drama. Consultant shall use the arts to teach reading, self-control and teamwork skills. Consultant shall stress imaging, facts, inferences and text organization. Eight 1<sup>st</sup> grade classrooms and seven 3<sup>rd</sup> grade classrooms will receive instruction.

**DELIVERABLES:** Consultant shall provide:

- Pre-test assessment of each participating student.
- Teacher workshop by Artist for participating teachers.
- Individual planning meeting with participating teachers.
- 20 in class sessions.
- Program evaluations by teachers.
- Post-test assessment of each participating student.
- Post-test evaluation meeting with Principal.

**OUTCOMES:** Consultant's services shall result in the following:

- Students being able to listen and follow directions in formal and informal situations.
- Students being able to control their bodies and voices on cue and independently.
- Students being able to work together productively as a class and in small groups.
- Students being able to state verbally and construct visually the facts from a story.

- Students being able to demonstrate, through drama, actions of characters in a sequence of events in solo and ensemble presentations.

**COMPENSATION:** Consultant shall be paid in one lump sum in the amount of \$12,500.00 upon execution of the written agreement; total compensation not to exceed \$35,200.00.

**AFFIRMATIVE ACTION:** A review of Minority and Women Business Enterprise participation was precluded due to contract being substantially completed.

**LSC REVIEW:** This action was approved by the LSC for Eberhart School on April 6, 2004.

**FINANCIAL:** Charge to: Eberhart School \$35,200.00\*                      Fiscal Year: 2003-2004  
 Budget Classification: 3140-242-813-7653-5410      Source of Funds: NCLB Title 1  
 Requisition Number: IM2456869  
 \* \$ 10,100.00 has been paid pursuant to P.O. # 656640  
 \$ 12,600.00 has been paid pursuant to P.O. # 687581

**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.

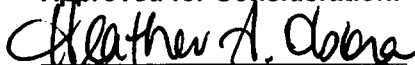
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

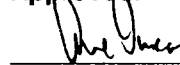
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:




Heather A. Obora  
 Chief Purchasing Officer

Approved:



Arne Duncan  
 Chief Executive Officer

Within Appropriation:



John Maiorca  
 Chief Financial Officer

Approved as to legal form:



Ruth Moscovitch  
 General Counsel