

**APPROVE ENTERING INTO AN AGREEMENT WITH SHELLY DAVIS  
FOR CONSULTING SERVICES (CLEVELAND SCHOOL)**

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

Approve entering into an agreement with Shelley Davis to provide consulting services to Cleveland School at a cost not to exceed \$56,100.00. Consultant was selected on a non-competitive basis because of her international background and broad range of art education experience. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**Specification No.:** 04-250092

**CONSULTANT:** Shelley Davis  
2046 W. Morse Ave.  
Chicago, IL 60645  
(773) 338-8405  
Vendor# 90976

**USER:** Cleveland School  
3121 W. Byron Street  
Chicago, IL 606  
Shirley Butler/Michelle Ludford, A.P.'s  
(773) 534-5130  
AIO-Region 1  
Janice Rosales

**TERM:** The term of this agreement shall commence on September 7, 2004 and shall end June 30, 2005.

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

**SCOPE OF SERVICES:** Consultant will provide art consulting services to teachers and staff as well as art lessons for pupils in kindergarten through 8<sup>th</sup> grade. Consultant will integrate the visual arts into the curriculum.

**DELIVERABLES:** Consultant will provide lessons on a weekly basis to students in grades K-8 in sessions consisting of 5 groups per day, 25 sessions per week in groups of 25-30 to increase artistic creativity, individual self-expression and self esteem.

**OUTCOMES:** Consultant's services will result in students' ability to express themselves creatively and to respond to the artistic expressions of others.

**COMPENSATION:** Consultant shall be paid as follows: 300.00 per day for 187 days, not to exceed the sum of \$56,100.00.

**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:** This contract is in full compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation ( M/WBE Plan) because the prime is an independent consultant (100% WBE).

**LSC REVIEW:** This action was approved by the LSC for Cleveland School on April 7, 2004

**FINANCIAL:** Charge to Cleveland School]: \$56,100.00  
Budget Classification: 2800-242-348-6214-5410  
Requisition Number:

Fiscal Year: 2005  
Source of Funds: NCLB 242

**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.

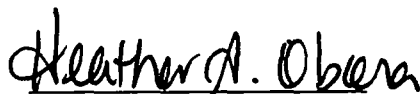
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

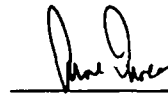
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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. Obara  
Chief Purchasing Officer

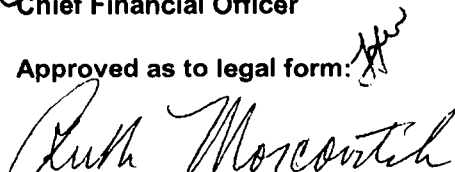
**Approved:**

  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
John Malorca  
Chief Financial Officer

**Approved as to legal form:**

  
Ruth M. Moscovitch  
General Counsel