

**APPROVE ENTERING INTO AN AGREEMENT WITH ARTHUR L. BERMAN FOR CONSULTING SERVICES****THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Arthur L. Berman to provide consulting services to the Law Department at a cost not to exceed \$85,000 per year. Consultant was selected on a non-competitive basis because of the high degree of professionalism required to render these services. 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.

**CONSULTANT:** Arthur L. Berman  
6007 North Sheridan Road, Apt. 18A  
Chicago, Illinois 60660

**USER:** Law Department  
125 South Clark Street  
Chicago, Illinois 60603  
Contact: Marilyn F. Johnson

**TERM:** The term of this agreement shall commence on September 1, 2001 and shall end August 31, 2003.

**SCOPE OF SERVICES:** Berman shall provide the following services: Review and analyze all requests for mediation received by the Board pursuant to the Chicago Teacher's Union Agreement ("CTU Agreement") and determine which requests are appropriate for mediation rather than arbitration; serve as one of the Board's representatives on the five-person mediation panel as defined in Article 3-8.2 of the CTU Agreement and investigate and resolve disputes arising under the Project Labor Agreement between the Board and certain construction trades (the "PLA"). Berman shall be available to perform such services three (3) days per week. In performance of such services, Berman shall be provided with appropriate office space and secretarial services and have access to telephone, computer and other necessary telecommunications equipment.

**DELIVERABLES:** Berman shall report all mediation requests and determinations in a timely manner to the General Counsel and report all disputes and resolutions under the PLA in a timely manner to the General Counsel.

**OUTCOMES:** Berman's services shall result in timely resolution of CTU mediation requests and timely resolution of PLA disputes.

**COMPENSATION:** Consultant shall be paid as follows: For services rendered, equal monthly installments of \$6,666.67, plus reimbursable expenses stated below; not to exceed \$85,000 per annum.

**REIMBURSABLE EXPENSES:** Consultant shall be reimbursed for the following expenses: Reasonable out-of-pocket business expenses actually incurred on behalf of the Board, including travel, telephone, public transportation and incidentals, as approved by the General Counsel; not to exceed \$5,000 per annum.

**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 General Counsel to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** Consultant agrees to comply with the provisions of the Revised Remedial Plan for Minority and Women Business Enterprise Economic participation.

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

**FINANCIAL:** Charge to: Law Department: \$85,000  
Budget Classification: #0014-210-000-1011-5410

Fiscal Year: 02  
Source of Funds: General Fund

**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.

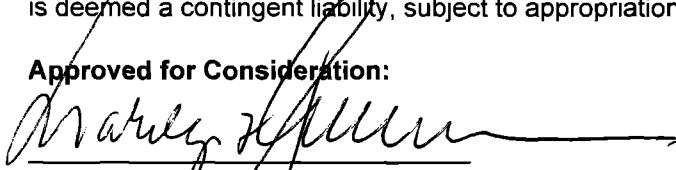
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

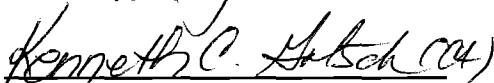
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



**Marilyn F. Johnson**  
**General Counsel**

**Within Appropriation:**



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