APPROVE ENTERING INTO AN AGREEMENT WITH GAIL MERRITT & ASSOCIATES FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Gail Merritt & Associates to provide consulting services to the Office of Mathematics and Science ("OMS") for communication consulting and support services at a cost not to exceed \$30,000. Consultant was selected on a non-competitive basis because it has the necessary skills, expertise, and familiarity with OMS to provide the services. A written agreement for the services is currently being negotiated. No payment will be made to Consultant prior to 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.: 04-250181

CONSULTANT: Gail Merritt & Associates

727 S. Dearborn St. Ste 712 Chicago, Illinois 60605 Phone: 312-427- 9765 Contact: Gail Merritt

E-mail: gailmerritt@yahoo.com

Vendor #: 30189

USER: Office of Mathematics and Science

Medill Technical and Professional Development Center

1326 W. 14th Place, Room 102

Chicago, IL 60608

Contact: Marty Gartzman, Chief Officer for Mathematics and Science

Phone: 773-553-6230

TERM: The term of this agreement shall commence on November 1, 2004 and shall end June 30, 2005. This agreement shall have 2 options to renew for periods of 12 months each.

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

SCOPE OF SERVICES: Consultant will provide strategic and tactical communication support to individual programs within OMS as well as to the office in general.

DELIVERABLES: Consultant will:

- 1. Design and execute a regular "CMSI Update" newsletter to inform CPS executives of progress across CMSI programs.
- 2. Research, write, and produce a regular CMSI newsletter (electronic with printable back-up) to an audience of over 2400 persons internal and external to CPS -- from academia, other school systems, museum partners, and others -- all interested in regular information about CMSI developments.
- 3. Consult with OMS leadership to identify and act on strategic communication opportunities.
- 4. Consult with OMS leadership to design, execute, and distribute communication materials and information that promote CMSI programs, including supporting the OMS website.
- 5. Work with the CPS Office of Communications and external organizations to develop press releases and other external communications.
- 6. Provide editorial services for written CMSI communication.
- 7. Provide communication support to events, such as recruiting fairs, workshops, etc.

OUTCOMES: Consultant's services will support the design and execution of effective communications that result in the awareness, interest, and participation in CMSI programs by 1) program participants, 2) program supporters/enablers and 3) parties interested in the state of math and science teaching and learning in CPS.

COMPENSATION: Consultant shall be paid at an hourly rate of \$55/hour for no more than 545 hours of services. The total compensation shall not exceed \$30,000.

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 agreements. 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 Enterprise Contract Participation (M/WBE Plan) because the prime is an independent consultant (100 % WBE).

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

Charge to: The Office of Mathematics and Science **FINANCIAL:**

\$30,000

Source of Funds: General Funds

FY: 2005

Budget Classification: 0330-210-000-1521-5410

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 member 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:

Approved:

HEATHER A. OBORA Chief Purchasing Officer

Chief Executive Officer

ARNE DUNCAN

Within Appropriation:

Approved as to legal form:

Chief Financial Officer

General Counsel