RATIFY AN AGREEMENT WITH ZORAIDA SAMBOLIN FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with Zoraida Sambolin to provide consulting services to Chicago Public Schools at a cost not to exceed \$90,000.00. Consultant was selected on a non-competitive basis because she has previously rendered quality services to the Board and her services are necessary to ensure continuity of the production of the television shows Nuestros Ninos and Small Talk for Parents. 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: Zoraida Sambolin

4057 N. Lowell

Chicago, Illinois 60641

773-620-8512

#51426

USER: Office of Communications

125 South Clark Street Chicago, Illinois 60603

Keith Bromery 773-553-1620

TERM: The term of this agreement shall commence on September 1, 2001 and shall end August 31, 2002. This agreement shall have no options to renew.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate the agreement for any reason or no reason whatsoever with 30 days written notice.

SCOPE OF SERVICES: Consultant shall provide the Board with a detailed list of topics, interview subjects, people interviewed and footage shot for each Nuestros Ninos and Small Talk for Parents program and shall host twenty (20) Small Talk for Parents television programs and twenty (20) Nuestros Ninos television programs. With approval from Chicago Public Schools and City Colleges of Chicago early childhood experts, consultant will (i) use the pre-selected program topics; (ii) provide a copy of the agreement outlining copyright and ownership of the programs and program names; (iii) document efforts that are currently underway to find outside sponsors for the programs; (iv) establish a vocational education component in association with the Small Talk and Neustros Ninos programs for CPS high school students with assistance from CPS Office of Communications; and (v) provide the Board with periodic updates on the websites that have been established in conjunction with both television programs. In addition, consultant will host all programs and specials, supervise all production personnel, assist in hiring all production personnel and supervise producers of both programs.

DELIVERABLES: Consultant will tape twenty (20) Small Talk for Parents programs and twenty (20) Nuestros Ninos programs.

OUTCOMES: Consultant's services will result in high quality production of the Small Talk for Parents and Nuestros Ninos television programs which will provide parents and caregivers of children 0-5 years of age with the latest research and tools necessary to ensure that children are ready to enter the Chicago Public School system.

COMPENSATION: Consultant shall be paid as follows: in equal monthly payments of \$7,500, not to exceed the sum of \$90,000.00.

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.

AFFIRMATIVE ACTION: M/WBE participation for Independent Contractors is determined on an aggregated basis and reported in the M/WBE Monthly Report. M/WBE participation: 0% Black, 100% Hispanic, 0% Asian, 0% WBE, 0% Non-Minority.

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

FINANCIAL: Charge to: Office of Schools and Regions: \$90,000

Budget Classification: 0953-210-000-7873-5410

Fiscal Year: 2002

Source of Funds: General 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:

Anita Rocha

Acting Chief Purchasing Officer

Approved:

Arno Duncan

Chief Executive Officer

Within Appropriation:

Kenneth C. Gotsch Chief Fiscal Officer

Approved as to legal form:

Marifyn F. Johnson