APPROVE ENTERING INTO AN AGREEMENT WITH LEARNING POINT ASSOCIATES FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Learning Point Associates to provide consulting services to the Chief Education Officer at a cost for the option period not to exceed \$80,000.00. Consultant was selected on a non-competitive basis due to its unique qualifications, expertise and abilities to provide appropriate 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 document. 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.

CONSULTANT: Le

Learning Point Associates

1120 East Kiehl Road, Suite 200 Naperville, IL 60563-1486 Contact: Gina Burkhardt Telephone No. (630) 649-6500

Vendor Number 33897

USER:

Office of Instructional Design and Assessment

125 South Clark Street, 5th Floor

Chicago, IL 60603

Xavier Botana, (773) 553-2324

TERM: The term of this agreement shall commence on August 24, 2006 and shall end June 30, 2007. This agreement shall have three options to renew for a term of one-year each. The cost for each option period will be negotiated at the time of such renewal.

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

SCOPE OF SERVICES: Consultant will continue to provide support for two high schools in need of improvement through professional development and coaching support for approximately 40 days per school. Each school will receive the following:

- Assistance in implementing the school improvement plan
- Content area support through coaching and training in literacy and mathematics
- Support for incorporating data analysis in improvement plans with measurable progress indicators
- Training on the use of tests to diagnose and monitor student progress
- Guidance for administrators on monitoring curriculum implementation

In addition, Consultant will perform a careful analysis of the curricula, instruction and assessment, professional development, management and administrative support at each school.

DELIVERABLES: Consultant will perform the tasks outlined in the scope of services, will deliver status reports regarding the project status, and will document all activities.

OUTCOMES: Consultant's program and services will yield an analysis of the targeted schools, recommendations for changes which may include curriculum and staffing changes, and assistance with the successful implementation of such changes.

COMPENSATION: Consultant shall be paid monthly upon receipt of deliverables and performance of services as specified in the contract, with total compensation not to exceed the sum of \$80,000.00.in the aggregate. Compensation will be allocated among the targeted schools as follows:

 School
 Amount

 Farragut
 \$40,000.00

 Tillden
 \$40,000.00

REIMBURSABLE EXPENSES: Consultant shall not be reimbursed for any expenses.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief of the Office of Instructional Design and Assessment to execute all ancillary documents required to administer or effectuate this option document.

AFFIRMATIVE ACTION: The participation goal provisions of the Plan do not apply to transactions where the vendor is a not for profit organization.

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

FINANCIAL: Charge to: Research, Evaluation and Accountability \$80,000.00

Budget Classification: 11210-367-54125-221021-433111 Fiscal Year: 2007

Source of Funds: Comp. School Reform

Develop. (CSRD)

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 June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 28, 2004 (04-0623-PO4), 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:

Chief Purchasing Officer

Within Appropriation:

Chief Financial Officer

Approved:

Arne Duncan

Chief Executive Officer

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Approved as to legal form

Patrick J. Rocks

General Counsel