

**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 Office of Research, Evaluation and Accountability at a cost not to exceed \$1,400,000.00. Consultant was selected on a non-competitive basis due to its 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 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.

CONSULTANT: 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 Research, Evaluation and Accountability
125 South Clark Street, 11th Floor
Chicago, IL 60603
Daniel Bugler, (773) 553-2324

TERM: The term of this agreement shall commence on September 29, 2005 and shall end June 30, 2006. 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 provide the Chicago Public Schools with on-site support for 14 schools in need of improvement. Consultant staff will serve on a team to support data collection and analysis, action planning, and implementation in each school. Consultant will use client-centered processes of co-planning, relationship development, and capacity building for continuous improvement planning and implementation. Each school will receive the following:

- Dedicated site coordinator and additional team members as requested
- 40 days of support services
- Full data collection and analysis, plus interim and final reports as requested
- Support for incorporating data analysis in improvement plans with measurable progress indicators
- Facilitated meetings to ensure staff and parent engagement
- Training to enable the school staff to continue the work without on-going Consultant support

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 \$1,400,000.00 in the aggregate. Compensation will be allocated among the targeted schools as follows:

<u>School</u>	<u>Amount</u>	<u>School</u>	<u>Amount</u>
Bethune	\$100,000	Harper	\$100,000
Carver Middle	\$100,000	Manley	\$100,000
Carver Military	\$100,000	Marshall	\$100,000
Cather	\$100,000	Morton	\$100,000
Faraday	\$100,000	Pope	\$100,000
Farragut	\$100,000	Tilden	\$100,000
Farren	\$100,000	Tilton	\$100,000

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 renewal agreement. Authorize the President and Secretary to execute the renewal agreement. Authorize the Chief of the Office of Research, Evaluation and Accountability to execute all ancillary documents required to administer or effectuate this agreement.

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 \$1,400,000.00
 Budget Classification: 0012-267-242-8923-5410 Fiscal Year: 2006
 Source of Funds: Comp. School Reform Develop. (CSR)

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.

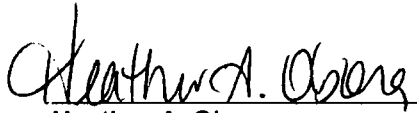
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



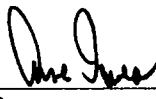
Heather A. Obora
Chief Purchasing Officer

Within Appropriation:




John Maiorca
Chief Financial Officer

Approved:



Arne Duncan
Chief Executive Officer

Approved as to legal form: *bx*



Patrick J. Rocks
General Counsel