

**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 High School Programs at a cost not to exceed \$240,440.00. Consultant was selected on a non-competitive basis because of its expertise and reputation in providing quality evaluation services. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and 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 Diehl Road, Suite 200
Naperville, IL 60563
Phone: (630) 649-6500
Vendor #33897
Contact: Robert M. Davis

USER: Office of High School Programs
125 South Clark Street, 12th Floor
Chicago, IL 60603
Contact: Dr. Afina S. Lockhart
Phone: (773) 553-2096

TERM: The term of this agreement shall commence on November 1, 2006 and shall end June 30, 2009.

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

SCOPE OF SERVICES: Consultant shall analyze all data related to the efficacy of the Chicago History Advanced Placement Project (CHAPP). Consultant's staff shall provide analysis of the pre- and post-teacher (Advanced Placement) U.S. history test which has been administered to both control and comparison schools and the pre- and post-student tests administered to both control and comparison schools involved in the project. Consultant shall administer teacher surveys and hold focus groups to determine efficacy. Data analysis derived from the test and survey results shall be the property of Chicago Public Schools.

DELIVERABLES: Consultant shall evaluate the Chicago History Advanced Placement Project by developing classroom observations and evaluation tools to collect data. Consultant shall develop pre-and post- student tests, teacher survey(s), focus group surveys, and a summative evaluation instrument. This data shall be analyzed and reports shall be issued at the culmination of the test development phase, at the end of each project year, and at the end of the 32-month project cycle. (The first "project year" is shorter than 12-months).

OUTCOMES: Consultant's services shall result in the evaluation of the Chicago History Advanced Placement Project which shall enable the district to quantify teacher and student knowledge of AP U.S. history. The work shall also demonstrate program efficacy and identify necessary program modifications.

COMPENSATION: Consultant shall be paid an amount not to exceed \$240,440.00 in the aggregate for the 32-month term. Payments shall be allocated as follows: \$80,094.00 for Project Year 1 (November 1, 2006 - June 30, 2007); \$80,085.00 for Project Year 2 (July 1, 2007 - June 30, 2008); and \$80,261.00 for Project Year 3 (July 1, 2008 - June 30, 2009).

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. Authorize the Chief Executive Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: Pursuant to Section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), this agreement is exempt from review because the consultant is a not-for-profit company.

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

FINANCIAL: Charge to Office of High School Programs: \$240,440.00 Fiscal Year: 2007
Budget Classification: 0915-251-279-8984-5410 Source of Funds: NCLB-Title V
Requisition Number: TBD

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.

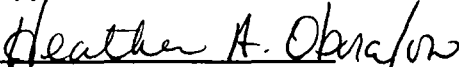
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

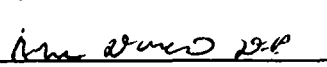
Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the terms of the grant agreement, 2006-2007, 2007-2008, and 2008-2009, is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

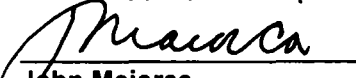
Approved for Consideration:


Heather A. Obora
Chief Purchasing Officer

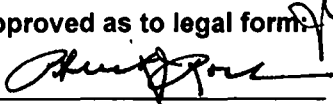
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


John Maiorca
Chief Financial Officer

Approved as to legal form:


Patrick J. Rocks
General Counsel