

August 25, 2010

**APPROVE ENTERING INTO AN AGREEMENT WITH BOOZ & COMPANY
FOR MANAGEMENT SUPPORT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Booz & Company to provide management support services for Response to Intervention (RtI) to the Office of Teaching and Learning at a cost not to exceed \$250,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor 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.

RtI is a state and federal mandate beginning the 2010-2011 school year. In order to satisfy the mandate, prior to receiving specialized services, interventions and data to support the reason for an evaluation must be present.

Description of State Mandate: Illinois' special education rules at 23 Illinois Administrative Code 226.130 (effective June 28, 2007) provides the legal structure for the implementation of Response to Intervention (RtI) in districts across the state. In accordance with the state rules cited above, beginning no later than the 2010-2011 school year, school districts in Illinois are required to use a process that determines how a student responds to scientific, research-based interventions (RtI).

Description of Federal Mandate: The federal regulations at 34 CFR 300.307 allow a state education policy to adopt criteria to identify students in the category of SLD using a process that determines how a student responds to scientific, research-based interventions. These regulations also requires school districts to use the established State criteria.

CONSULTANT: Booz & Company
200 Park Avenue, Suite 240
Florham Park, NJ 07932
973-410-7706
Vendor #: 98691
CPOR #: 10-0804-CPOR-1297

USER: Chicago Public Schools, Office of Teaching and Learning
125 S. Clark St, Chicago IL 60603
Kay Volk, Deputy Officer
773-553-1186

TERM: The term of this agreement shall commence the date contract is signed and shall end 5 months thereafter. This agreement shall have one option to renew for a period of 5 months. The option period shall not exceed \$250,000.00.

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

SCOPE OF SERVICES:

Booz & Company will provide high level management and technology-based department coordination within CPS central office and Area offices, assist with the development and monitoring of an operational plan, development of a data-based system and data collection procedures to provide district-wide monitoring and quality control, analyze data and produce findings to inform future implementation decisions, provide general consultation and recommendations to support management and operations.

DELIVERABLES: Booz & Company will provide an operational plan to support Rtl (Response to Intervention) implementation serving approximately 409,000 students and approximately 600 schools including pre-kindergarten, elementary, middle high schools, and alternative learning centers. They will monitor CPS current systems to ensure data is input. They will make recommendations to improve centralization of data and develop processes to provide oversight and quality control over components of Rtl as implemented. Booz & Company will provide two formal reports, one at midpoint of contract and one at end of contract, in addition to any informal reports as needed.

OUTCOMES: Booz & Company's services will provide supports to Rtl project operations that will result in: 1) increased understanding of student performance in order to identify and act on early warning signs that require intervention; 2) a differentiated service delivery model to meet students specific learning needs; and 3) increased capacity to collect data and monitor implementation of Rtl in order to determine areas of greatest impact on student learning and teacher practices that should be repeated in future years (i.e., inform improvements to the district's Rtl framework).

COMPENSATION: Vendor shall be paid as follows: Two equal payments of \$125,000.00; total not to exceed \$250,000.00 in aggregate.

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 Deputy of Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: The goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a partial waiver of the MBE goal required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted as the scope of services is not further divisible.

The Vendor has scheduled the following:

Total WBE – 33%

Emma Nothmann
200 Park Avenue
Florham Park, NJ 07932

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

FINANCIAL: Charge to: Office of Teaching and Learning \$ 250,000.00 **Fiscal Year:** 2011

Budget Classification: 10830-115-54125-119046-000000 **Source of Funds:** Local

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.

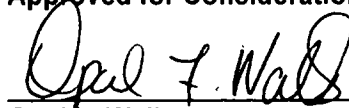
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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 current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



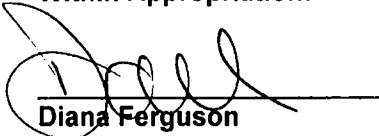
Opal L. Walls
Chief Purchasing Officer

Approved:



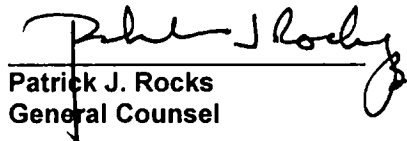
Ron Huberman
Chief Executive Officer

Within Appropriation:



Diana Ferguson
Chief Financial Officer

Approved as to legal form:



Patrick J. Rocks
General Counsel