# AUTHORIZE A NEW AGREEMENT WITH NCS PEARSON INC. TO PURCHASE A DEVELOPMENTAL SCREENING TOOL

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with NCS Pearson Inc. to provide a developmental screening tool for the Department of Early Childhood Education at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on March 15, 2022 and approved by the Interim Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on March 16, 2022, found here: cps.edu/procurement. The item will remain on the Procurement website until the April 27, 2022 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Boards "Single/Sole Source Committee Charter." 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 their 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.

Contract Administrator: Simpkins, Morgan A. / 773-553-2280

## **VENDOR:**

Vendor # 34595
NCS PEARSON, INC.
5601 Green Valley Drive
Bloomington, MN 55437

J. Lynsey Psimas 800 627-7271

Ownership: For Profit - PN Holdings, Inc. 100%

# **USER INFORMATION:**

Project

Manager: 11385 - Early Childhood Development - City Wide

42 West Madison Street

Chicago, IL 60602

Bright, Jamie

773-553-2010

PM Contact:

11360 - Early Childhood Development

42 West Madison Street

Chicago, IL 60602

Stokes, Bryan C.

773-553-2010

## TERM:

The term of this agreement shall commence on July 1, 2022 and shall end June 30, 2023. This agreement shall have two (2) options to renew for periods of twelve (12) months each.

# **EARLY TERMINATION RIGHT:**

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

# SCOPE OF SERVICES:

Vendor will provide a developmental screening tool for all preschool programs. In order to align screening tools across Chicago early preschool programs, CPS will utilize this screening tool. The Early Screening Inventory Third Edition is a developmental screening instrument that addresses a student's developmental, sensory, and behavioral levels (published by Pearson). Teachers are the primary user of this tool and results are often shared with families as needed. The Parent Questionnaire Report details responses to the parent questionnaire, a qualitative questionnaire to capture the primary caregivers' perceptions of the child's development. Child scores are used to refer students for further evaluation, group students to meet developmental milestones, and identify activities to continue learning in the home environment. Pearson will provide the Office of Early Childhood Education (OECE) with physical copies of all materials within the Early Screening Inventory (ESI-R) Third Edition as requested and paid for by CPS. The ESI-R is a research based developmental screening tool that meets the screening purposes required by the Boards grant with the Illinois State Board of Education and ExcelRate Illinois (the State of Illinois early childhood program rating system). This screening tool will be available in English and Spanish. Early childhood teachers will use the ESI-R results when referring a child or evaluating a child for specialized services.

## **DELIVERABLES:**

Vendor will provide an Early Childhood Developmental Screening Tool.

# **OUTCOMES:**

Vendor's services will result in early detection and identification of preschool age children who may need further evaluation or special education services.

# **COMPENSATION:**

Vendor shall be paid during the Term of the Agreement as follows: Estimated annual cost for the one (1) year Term is set forth below: \$250,000 FY23

# **REIMBURSABLE EXPENSES:**

None

# **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 Officer of Early Childhood Education to execute all ancillary documents required to administer or effectuate this option agreement.

# **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is waived of the MWBE participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

## FINANCIAL:

Fund 362, Office of Early Childhood Education, Unit 11385 \$250,000 FY23

Not to exceed \$250,000 for the one (1) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

# **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 May 25, 2011 (11-0525-PO2), 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:

CHARLES E. MAYFIELD Chief Procurement Officer

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Approved:

PEDRO MARTINEZ Chief Executive Officer

Approved as to Legal Form:

JOSEPH T. MORIARTY

General Counsel