## RATIFY AN AGREEMENT WITH SYLVAN LEARNING CORPORATION FOR CONSULTING SERVICES

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with Sylvan Learning Corporation to provide consulting services to Sullivan Elementary at a cost not to exceed \$175,000. These services were obtained without prior Board approval. Consultant was selected on a non-competitive basis because of Consultant's comprehensive method of instruction. 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 document is not executed within 60 days of the date of this Board Report. Information pertinent to this document is stated below.

SPECIFICATION No.: 01-250269

CONSULTANT:

Sylvan Learning Systems, Inc.

1000 Lancaster Street Baltimore, MD 21202

Contact person: Joanne Planek/Joyce Spight

Phone No. (708) 848-0212

Vendor No. 22719

**USER:** 

Sullivan School

8255 S. Houston, Chicago, IL 60617 Garland Cleggett, R.E.O – Reg. 5 Contact Person: Dr. Esenberg, Principal

773/535-6585

**TERM:** The term of this agreement shall commence on August 29, 2001and shall end June 29, 2002. This agreement shall have no options to renew.

**SCOPE OF SERVICES:** Consultant will provide 4:1 reading tutorial services for students in Grades 3-8. One hundred fifty (150) one-hour time slots will be available 4 days each week. Students will be selected by the principal and tested by Sylvan. Evaluation will be ongoing, with monthly progress reports supplied to principal and parents.

**DELIVERABLES:** Consultant will provide the materials, computers and software, and teachers to deliver the scope of services.

**OUTCOMES:** Consultant's services will result in students participating in the program gaining a minimum of one year's growth on the Iowa Tests of Basic Skills in reading comprehension; if such growth is not attained, the student will be recycled through the program at Sylvan's expense until the goal is achieved.

**COMPENSATION:** Consultant shall be paid as follows: Two payments of \$87,500 each, one in December 2001 and the other in March 2002, not to exceed the sum of \$175,000.

**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.

**AFFIRMATIVE ACTION:** This contract is in partial compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan).

The M/WBE participation goals for the contract are: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5%% total WBE.

The vendor has identified and scheduled the following firms and percentages:

1.90% **Total African American** .90%

Company Address Dollar Amount Certification period **RB&D Enterprise** 631 S. 21st Maywood, IL. 60615 10/1/01 40% \$7,000 10/31/01 **Boye Janitorial** 6950 S. Western, Chicago, IL. 60636 \$8,750 .50%

Hispanic:

1% Chicago Contract Cleaning 5115 N. Ravenswood, Chicago, IL. 60640 \$\$1,750 10/31/01

Asian: 0%

**Total WBE:** 4.1%

Hallagen Office Supply 6854 W. North Ave. Chicago, IL. 60603 4.0% 10/31/01 \$7,000 United Business Machines 875 E. Rand Rd. Chicago, IL. 60018 11/30/01 \$175.00 .1%

The City of Chicago Department of Procurement Services certifies each identified firm. The identified firms are subject to change upon approval from the Procurement and Contract's Division of Compliance and Vendor Services without further Board approval.

LSC REVIEW: This action was approved by the LSC for Sullivan Elementary on April 11, 2001.

FINANCIAL: Charge to Sullivan Elementary: \$175,000 Fiscal Year: 2001-2002

> Budget Classification: #6100-242-021-7673-5410 Source of Funds: IASA

## **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:

Anita Rocha

Acting Chief Purchasing Officer

Within Appropriation:

Kenneth C. Gotsch Chief Fiscal Officer

Approved:

Arne Duncan

**Chief Executive Office** 

Marilyn F. Johnson

General Counsel