# 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. The Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on April 7, 2020 and approved by the Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on April 1, 2020, found here: cps.edu/procurement. The item will remain on the Procurement website until the June 24, 2020 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.

#### **VENDOR:**

1) Vendor # 34595 NCS PEARSON, INC. 5601 Green Valley Drive Bloomington, MN 55437 Selina Oliver 201 236-1585

Ownership - For Profit: PN Holdings, Inc. - 100%; Pearson Education, Inc. - 100%; Pearson Overseas Holdings Limited (a UK company) - 100%

# **USER INFORMATION:**

Project

12210 - Procurement and Contracts Office

Manager:

42 West Madison Street

Chicago, IL 60602 Banks, Ms. Jasmine

773-553-2280

Project

11360 - Early Childhood Development

Manager:

42 West Madison Street

Chicago, IL 60602 Noble, Mr. Arthur 773-553-2010

#### TERM:

The term of this Agreement shall commence on July 1, 2020 and shall end June 30, 2021. The 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:

The City of Chicago and DFSS require this screening tool for all Head Start funded programs. In order to align screening tools across Chicago early preschool programs, CPS will continue with 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 as follows: Estimated annual costs for the one (1) year term are set forth below: \$150,000, FY21

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

## **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, this contract is waived of the M/WBE 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, Early Childhood Education, Unit 11385 \$150,000, FY21 Not to exceed \$150,000 for the (1) one 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:

JONATHAN MAPLES Chief Procurement Officer Approved:

JANICE K. JACKSON Chief Executive Officer

Approved as to Legal Form:

JOSEPH T. MORIARTY General Counsel