

February 24, 2021

**AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR UNIVERSAL ENRICHMENT  
SERVICES FOR SCHOOL SPECIFIC CORRECTIVE ACTION**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize new agreements with various Vendors to provide Universal Enrichment services for School Specific Corrective Action to the Office of Diverse Learner Supports and Services at an estimated aggregate annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-3. A written agreement is currently being negotiated with each Vendor. No services shall be provided and no payment shall be made as to a Vendor prior to the execution of that Vendor's written agreement. The authority granted herein shall automatically rescind as to a Vendor in the event its written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 20-350053

Contract Administrator : Gonzalez, Ms. Cristina / 773-553-2280

**USER INFORMATION :**

Project  
Manager: 11674 - Diverse Learner Quality Instruction  
  
42 West Madison Street  
  
Chicago, IL 60602  
  
Briggs, Miss Sarah R  
  
773-553-1826

PM Contact:  
11610 - Diverse Learner Supports & Services  
  
42 West Madison Street  
  
Chicago, IL 60602  
  
Jones, Ms. Stephanie Nichol  
  
773-553-2557

**TERM:**

The term of each agreement shall commence on April 1, 2021 and shall end March 31, 2022. Each agreement shall have (3) three options to renew for periods of (1) one year each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Vendors will provide synchronous (virtual), asynchronous (subscription) or in person individual services that will be offered as remedies to students with disabilities who may have been impacted by special

education procedural changes during the 2016-17 and /or 2017-18 school year(s). Services offered by Vendors must be in compliance with the CPS Acceptable Use Policy. Adult students and parents will have a choice of selecting from Vendors providing the following services: Transition Social Emotional and Academic Services.

**DELIVERABLES:**

Service Delivery

**1. Project Management** - Vendors will develop, maintain, share, and execute a project plan to ensure the satisfactory delivery of agreed functionality, and be approved by the CPS CEO Project Management Office ("PMO") teams. Each Vendor's Project Manager ("PM") must regularly update the project plan and share with CPS stakeholders and project team. Key tasks and priorities identified must include, at a minimum, deliverables for both functional and non-functional domains, development and/or development cycles, testing, training, and transition to operations details. Vendors will provide the Board with a mechanism to have full visibility into all project resources and documentation during scheduled checkpoints with the PMO and CPS business owner.

**2. Project Resources** - Vendors will provide the following project resources at a minimum:

- Project Manager (Leader)
- Business or System Analyst (Process)
- Subject Matter Expert (Product)
- Organizational Change Manager (People Activities)

**3. Project Management Deliverables** - Vendors will provide project management deliverables to the Board:

3.1 - Delivery Approach

3.2 - Charter (signed off)

3.3 - Project plan including:

- Executive Summary
- Scope Statement with Review and Approvals
- Work Breakdown or Backlog
- Schedule, with Milestones
- Risk Plan
- Organizational Change Management Plan
- Communication Plan
- Training Plan
- Quality Plan (testing, and quality control)
- Status Reporting on Deliverables and Risk
- Change Control Process
- Escalation Process

**4. Project Delivery Approach** - Waterfall and Agile methods are two of the most prominent approaches to delivery. CPS is comfortable and open with both approaches, but a hybrid of the two is more in line with CPS culture. CPS has guidelines for Project Management that must be followed, which includes initiating, planning, executing, and closing out the project. CPS knows that no method is perfect and circumstances and constraints may dictate the approach. The requirement is that CPS must approve the approach.

**5. Project Schedule** - Vendors shall be responsible for ensuring the project remains on track to deliver agreed functionality to a staging environment by agreed upon milestones, perform suitable testing and issue remediation as outlined in the milestone table for the Board to perform validation, and deliver agreed upon system functionality to the production environment by the milestones agreed upon by the parties, and any post production activities. Post production activities may extend through the end of the Period of Performance. Schedule milestones include:

- Project Kickoff
- Project Management Plan
- Execution / Build
- Testing

- Training
- Transitions to Operations

**6. Quality Planning** - Vendor's quality assurance plan is the foundation on which the project deliverables must be built to meet expectations and needs in accordance with requirements captured. The Vendors must present and integrate quality management techniques, such as controls, test plans, etc. Key deliverables requirements are regression testing, user acceptance, and performance testing, at a minimum.

**7. Status Reporting** - Vendors must deliver, at a minimum, the following on a weekly basis:

- Plan Status, Milestones, and Deliverables - Vendors must work with the Board to review the backlog or plan on weekly basis, which should be a focus on pending milestones and Deliverables, and schedule tracking.
- Risk(s) and Issue(s) Status - Vendors shall be responsible for logging risks on a within a register. The risk register must include the risk, mitigation, impact, or whether positive or negative. Vendors must be available to conduct a weekly risk and issue review meeting with CPS stakeholders either in person or via telephone, during the development/ rollout cycles.
- Statement of Work - Vendors shall be responsible for working with the Board to minimize or eliminate scope changes and documenting such changes.

**8. Organizational Change Management ("OCM")** - Vendors will deliver OCM using a framework for managing the effect of new business processes, changes in organizational structure or cultural changes within the CPS enterprise, which should include the following:

- Stakeholder analysis
- Training
- Communications Strategies
- Organizational Risk Plan

**9. Training** - Vendors are responsible for training Administrative specialists from CPS business departments aswell as two (2) technology specialists from the ITS department in use and support of the solution. The Vendors must provide formal end user and system training including refresher training, which can be electronically delivered.

Vendors shall provide the following deliverables to the Board including:

- Training and Business User Guide
- Administrator Training
- CPS onsite training, or virtual
- ITS Training and Technology Specialist User Guide
- FAQs End Users
- FAQs for Administrative Staff
- Knowledge Articles and FAQ's for CPS Support staff
- Support and Project Delivery Orientations Training
- A unique CPS Training Environment, with select CPS data
- Multimedia Training Material (Video, Animation, Slide Show, etc.)
- An overview of the providers SDLC process

**10. Communications** - Vendors must communicate regularly with the Board regarding the progress of the project, but expectations must be established with a plan. Vendors must be available, as required, to meet with the Board during normal business hours (8am-5pm Central Time) to resolve project questions, issues, risks, or other project related tasks. Vendors must accommodate the Board's desired communication vehicles, which may include email, instant message, text, and phone conversations.

**11. Business Analysis** - CPS expects distinct deliverables for the Project Manager, Change Manager, SME, and aBusiness Analyst.

The Business Analyst must be utilized to capture requirements needed to facilitate the delivery of the solution. Requirements must be formally documented and shared with the project team. Ideally, the Business Analyst will utilize common techniques, such as Gap Analysis and a Traceability Matrix to capture requirements and ultimately be used to create test scenarios.

- The Business Analyst must work closely with the Project Manager and CPS stakeholders.
- The Project Managers must focus on the project-creating baselines and managing project constraints, communicating and resolving project issues, and getting the resources working on project activities- with an emphasis on the triple constraint scope, schedule and cost ("**SSC**").
- The Business Analyst must focus on the end product and how it delivers value and aligns to CPS requirements.
- Business analysts must ensure that CPS employees can actually use the end product once it has been implemented.

CPS is open to combining the PM and BA roles but deliverables must align with the expectations described above, and meet the requirements of the CPS PMO (CPS.EDU/PMO)

**OUTCOMES:**

As a result of enrichment services provided by the Vendors, impacted students will receive remedial options to remedy the delays and or denials of special education services in compliance with the ISBE Corrective Action Strand I, Student Specific Corrective Action (SSCA).

**COMPENSATION:**

Vendor shall be paid as follows:

Estimated annual costs for the one (1) year term are set forth below:

\$22,000,000, 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 of Diverse Learner Support Services 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 (M/WBE Program), the Business Diversity goals for this pool are 30% MBE and 7% WBE. This vendor pool is comprised of 5 total vendors with 1 WBE. The User group has committed to achieve the Business Diversity goals through the utilization of the certified diverse suppliers and certified diverse subcontractors.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 114 Diverse Learner Supports Services, Unit 11610

\$5,500,000, FY21

\$16,500,000 FY22

Not to exceed \$22,000,000 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:



JONATHAN MAPLES  
Chief Procurement Officer

Approved:



JANICE K. JACKSON  
Chief Executive Officer

Approved as to Legal Form:



JOSEPH T. MORIARTY  
General Counsel

- 1) Vendor # 98804  
APEX LEARNING INC.  
1215 FOURTH AVENUE, STE 1500  
SEATTLE, WA 98161  
  
Michelle Knoll  
317 410-7008  
  
Ownership: For-Profit Corporation - AL Digital Holdings 100%
- 2) Vendor # 94892  
EDUMOTION, LLC DBA DANCING WITH CLASS  
5246 NORTH ELSTON AVE. 2ND FLR.  
CHICAGO, IL 60630  
  
Margot Toppen  
312 725-6639  
  
Ownership: LLC - Margot McGraw Toppen - 90%, Trevor Allen Toppen - 10%
- 3) Vendor # 64915  
MINDFUL PRACTICES, LLC dba MINDFUL PRACTICES  
204 S. RIDGELAND  
OAK PARK, IL 60302  
  
Carla Tantillo Philibert  
708 997-2179  
  
Ownership: LLC - Carla Tantillo Philibert 100%
- 4) Vendor # 88867  
RALLY! EDUCATION LLC  
22 RAILROAD AVE  
GLEN HEAD, NY 11545  
  
Lynn Harris  
516 671-9300  
  
Ownership: LLC - Marjorie Berrent 60%, Howard Berrent 40%
- 5) Vendor # 41035  
CUMBERLAND THERAPY SERVICES, LLC  
123 N UPPER WACKER DR STE 1150  
CHICAGO, IL 60606  
  
Taheera Khan  
312 631-7762  
  
Ownership: LLC - Stepping Stones Healthcare Services, LLC 100%