AMEND BOARD REPORT 06-0426-PR20 AMEND BOARD REPORT 06-0125-PR17 APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS CONSULTANTS FOR DEVELOPMENT OF SUPPORT FOR INSTRUCTION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Consultants to provide professional services to the Office of the Chief Executive Officer in order to create a more robust set of instructional materials and supports for Chicago Public Schools at a total initial cost not to exceed \$20,000,000 \$26,030,000. The Consultants were selected on a competitive basis in accordance with Board Rule 5-4.1 pursuant to a duly advertised Request for Proposal (Specification No. 05-250049). Written agreements for each Consultant's services are currently being negotiated. No payment shall be made to any Consultant prior to the execution of such Consultant's written agreement. The authority granted herein shall automatically rescind as to each Consultant in the event a written agreement for such Consultant is not executed within 120 days of the date of this Board Report. Information pertinent to these agreements is stated below.

The Board report is being submitted to amend the contract terms and the maximum compensation amount. The ending date of the contract terms will be amended from July 31, 2009 to June 30, 2009. The maximum compensation amount paid to vendors will be amended from \$4,500,000 to \$20,000,000. The existing \$4,500,000 approval was to be used for work to be performed between January 30, 2006 and September 2006. The current request extends the work through June 30, 2007.

This June 2007 amended Board report is necessary to i) amend the agreements to incorporate Scope of Services for the school year 2007 -2008; ii) increase the compensation amount by \$6,030,000 for the period July 1, 2007 through June 30, 2008; and iii) delete Type 3 Management references, as those responsibilities are being executed by Chicago Public Schools.

SPECIFICATION NO: 05-250049

CONSULTANTS:

1. Kaplan, Inc. -Type 1: English A

888 Seventh Avenue New York, NY 10106 Contact: Phil Vlahakis Phone #: 212-707-5267 Vendor #: 19955

3. Agile Mind Edu. Holdings, Inc. - Type 1: Math A

1100 S. Main St. (Suite 101) Grapevine, TX 76051 Contact: Greg McFarland Phone #: 866-284-4655 Vendor #: 38920

5. Loyola Univ. Chicago - Type 1: Science A

6525 N. Sheridan Rd. Chicago, IL 60626 Contact: David Slavsky Phone #: 773-508-8352 Vendor #: 14852 America's Choice, Inc. - Type 1: English C 555 13th Street, NW (Suite 500 West) Washington, DC 20004
 Contact: Japan Bourgel

Contact: Jason Dougal Phone #: 202-783-3668 Vendor #: 92035

4. Carnegie Learning, Inc. - Type 1: Math B

1200 Penn Avenue Pittsburgh, PA 15222 Contact: Joseph Goins Phone #: 412-690-2442 Vendor #: 31207

6. IL Institute of Technology - Type 1: Science B

3300 S. Federal Street (MB301)

Chicago, IL 60616 Contact: Domenica Pappas Phone #: 312-567-3035 Vendor #: 26500 Northwestern University - Type 1: Science C 633 Clark Street

Evanston, IL 60208 Contact: Susan Ross Phone #: 847-491-3003

Vendor #: 49090

 American Institute for Research (AIR) - Type 2: Assessment American Institute for Research (AIR) - Type 3: Management

1000 Thomas Jefferson Street, NW

Washington, DC 20007 Contact: Thomas Jesulaitis Phone #: 202-403-5000 Vendor #: 68697

USER: Office of the CEO—Arne Duncan

Chicago Public Schools 125 S. Clark Street. Chicago, IL 60603

Contact: Melissa Megliola (773 -553-2902)

<u>Dr. Allan Alson (773-553-1226)</u> Angus Mairs (773-553-2075)

TERM: The term of each agreement shall commence on January 30, 2006 and shall end on June 30, 2009. Each agreement shall have 2 options to renew for a period of 24 months (or 2 school years), the cost of which will be determined at the time of renewal.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate each agreement with thirty (30) days written notice.

SCOPE OF SERVICES: Consultants shall provide professional services to the Board to implement the Board's Development of Support for Instruction Services. The professional services will focus on building capacity for powerful classroom instruction in our low-performing high schools. The strategy places teacher improvement at the center and builds a holistic "Instructional Development System" (IDS) that is focused on specific course tools and facilitated by expert, flexible coaching.

The goal of the specific course tools is to give teachers the concrete structure and materials they need in order to put most of their energy into working effectively with students, and to enable teams of teachers working on the same course plan to do concrete and effective lesson study together. The goal of facilitation by expert and flexible coaches is to enable a highly targeted teacher development process that responds to needs in specific classroom situations and recognizes the localized human development aspects of instructional improvement. At a school leadership level, the overarching support mechanism that an IDS provides will carefully integrate with department chairs, administrators and principals so that their capabilities and interactions strengthen and the balance of external support at the school can decrease over a three to five year period.

To build and implement this system of IDS networks quickly and expertly, Consultants will be partners for two (2) three (3) types of intensive, ongoing 3rd party help. Type 1 Consultants will provide services for IDS Development and Implementation in English, Mathematics and/or Science as indicated above. The Type 2 Consultant will provide services for Assessment Development and Management. and the Type 3 Consultant will provide services for the IDS Management Infrastructure. A full description for the scope of service for each Type is available in the RFP document. The following section summarizes the scope of service for each proposal type:

Each **Type 1** Consultant will be responsible for the development and implementation of the IDS approaches and networks for their subject area: English, Mathematics, or Science. Each Type 1 Consultant will be held accountable for implementing the following scope of work, for their specific IDS, in close coordination with CPS:

- A vertically aligned sequence of courses: The Type 1 Consultant will create a pathway that is
 designed holistically to ensure long-term student achievement as measured by the PSAE; each IDS
 will take a meaningfully distinct and intentional instructional approach that may differ in content and
 skill sequencing from another IDS in that subject area.
- Course planning infrastructure: The Type 1 Consultant will also create planning guides that provide
 appropriate unit and lesson structure with annotation to support best-practice instruction, including
 instructional materials and equipment; should "tell the story" of each course and drive an effective
 balance of content coverage and deep cognitive skill development. The instruction materials and
 equipment to support the IDS will be presented for the Board approval at a later time and will be
 purchased in advance of the implementation.
- Assessments dedicated to each course: The Type 1 Consultant is responsible for assessments
 that carefully check for course-level skills and content, and include expert alignment to PSAE testing
 coverage and methods; summative pre-test, semester, and final exams, as well as unit tests
 designed to help guide instruction and course planning.
- Intensive, low-ratio, classroom-based coaching: The Type 1 Consultant will ensure that coaches are high-quality teacher developers with subject and IDS-specific content knowledge, instruction expertise, and great leadership skills. Type 1 Consultants will be responsible for developing a new coaching model during the 2005-06 development year, and implementing it during the first 2006-07 implementation year. The new coaching model will include design specifications for coach interactions with teachers and an organizational infrastructure to manage their growth. This new coaching model will then be ramped up during the second and third implementation years.
- Concrete professional development seminar: The Type 1 Consultant will offer seminars that are a
 year-long series of sessions developed for each IDS course, specific and dedicated to concrete
 course requirements and issues. Sessions and workshops should serve concrete "next week, next
 month" needs for teachers, and link effectively to the coaching process.
- Networking opportunities: The Type 1 Consultant will create teacher networks that thrive within schools, online and across schools using the IDS, to build effective connections, provide leadership opportunities, and develop an exciting professional environment for teachers. These networks should play a key best-practice brokering role as well.

The **Type 2** Consultant will be responsible for scientifically sound development of both summative course and formative unit assessments, and for the ongoing testing infrastructure needed to support the IDS networks. The Type 2 Consultant will be held accountable for implementing the following scope of work in close coordination with CPS:

- Assessment accuracy and alignment: The Type 2 Consultant will be responsible for the overall scientific accuracy, alignment, uniformity, and portability of each IDS testing system. They will be asked to collaborate closely with CPS assessment leadership and each IDS team to ensure the following characteristics of the tests: alignment to standards, scientific validity, and uniformity and portability.
- Management of production and implementation: The Type 2 Consultant will build and manage a
 technology-based infrastructure for the ongoing production, delivery, and logistical aspects of
 assessment implementation, including scoring, data management and reporting for summative tests.
 This work will include both management tools and automated reporting tools.

IDS program evaluation: The Type 2 Consultant will provide ongoing formative evaluation tools for
use by IDS teams as they implement and refine their programs, as well as establish a strategy and
process for appropriate long-term summative evaluation of the effects of IDS designs on both
students and teachers. The formative work should be ongoing and fluid, providing processes for
communicating test results with IDS teams and CPS leadership so they can revisit and adjust specific
curriculum, model lessons, professional development, and coaching practices to maximize the
potential of the work.

The **Type 3** Consultant will be responsible for helping build the infrastructure that can enable CPS leadership and IDS developers to build capacity and cooperate cleanly across IDS networks as they integrate with school leadership processes and handle implementation issues. The Type 3 Consultant will be held accountable for implementing the following scope of work in close coordination with CPS:

- Project development and implementation: The Type 3 Consultant, leveraging urban reform
 experience, will support the full development process and ensure tight integration of all project parts
 in implementation. This work includes managing the IDS start-up development year, as well as
 managing ongoing implementation issues. In addition, the scope of work includes overseeing and
 coordinating the work of the Type 2 Consultant in assessment development and management of a
 new testing system, as well as establishing an evaluation process for IDS support, IDS leaders, and
 IDS coaches.
- Support for school leadership: The Type 3 Consultant will work closely with IDS-implementing
 Principals and their Area Instruction Officers on school-level leadership and change management
 issues. The Type 3 Consultant is to serve as an effective thought partner on handling school
 structural issues and managing program complexity, to successfully engage IDS support, and to
 establish leadership development opportunities for Principals, Area Instruction Officers, and schools.

DELIVERABLES: Consultants will provide professional services to build IDS support for 9th, 10th, and 11th grade courses in English, Mathematics, and Science. For each subject area, Consultants will build and offer schools support options that adhere to common three-year learning standards, but differ meaningfully in their instructional approach and design. Our goal is to enable schools to make a reasonably flexible choice of approaches to match their local school vision and focus.

After a stakeholder-invested development process during the 2005-06 school year, IDS support will be made available to approximately 15 schools, starting with the 9th grade courses, for use during the 2006-07 school year. The implementation ramp-up in the following years will add subsequent grade level courses at the same schools, and will add new sets of implementing schools at the 9th grade level. In total, as many as 50 or more schools will receive holistic IDS support by the 2008-09 school year.

Anticipated Ramp-Up Schedule

	2006-07	2007-08	2008-09
First Wave (≈15 schools)	9 th Grade	9 th and 10 th Grades	9 th , 10 th , and 11 th Grades
Second Wave(≈15 schools)		9 th Grade	9 th and 10 th Grades
Third Wave (≈20 schools)			9 th Grade

The various Type 1 Consultants will provide services to deliver IDS support to schools selecting their approach, according to the IDS implementation ramp above. The Type 2 Consultant will provide services to deliver the accompanying assessments tuned to each specific instructional approach. The Type 3 Consultant will provide services to be accountable for the delivery of the entire IDS package to schools and will prepare school and district leaders to successfully implement IDS in the first year of 2006-07.

OUTCOMES: Consultants' services and associated materials will support approximately 15 schools in 2006-07, 30 schools in 2007-08, and 50 schools in 2008-09 following the grade ramp detailed above. Coaching, professional development, and networking opportunities will also be provided to create relevant and differentiate teacher support. Moreover, course-relevant assessments embedded in each IDS will also be provided. All these outcomes will be coordinated by both Type-3 Consultant and the CPS administration to ensure short-term implementation success and long-term sustainability and improvement.

Consultants' services will result in an overall system picture of tightly managed and steadily strengthening networks of teachers who are developing their abilities and sharing their practice via the common tools and supports of the IDS that serves their subject area. With a growing set of high schools opting into IDS support, over time, CPS should see marked increases in instructional rigor and student engagement in the classroom. Success in this effort will be defined primarily by improvements in student achievement and attainment, as well as improvements in post-secondary outcomes for students and the professional school climate for teachers.

COMPENSATION: Consultants shall be paid based upon deliverables as stated in their respective agreements for their role in the development of support for instruction services, as well as a variable price based on the number of schools opting into each approach. Prices will vary significantly based on the type of consulting services to be provided (Type 1 or Type 2, or Type 3), as well as on the proposed methods by which to accomplish the work. The total compensation payable to all Consultants shall not exceed \$20,000,000 \$26,030,000 in the aggregate.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements <u>and amendments</u>. Authorize the President and Secretary to execute the agreements <u>and amendments</u>. Authorize the Chief Executive Officer to execute memoranda of understanding. Authorize Chief Education Officer and the person designated by the Chief Executive Officer as Board Project Manager, to execute all other ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION: The M/WBE participation goals for the contract include: 26% total MBE and 5% total WBE.

Pursuant to Section 6.5 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation, the Per Contract and Category Goals method for the M/WBE participation will be utilized for the following consultants:

- 1) Agile Mind Edu. Holdings, Inc. Type 1: Math A
- 2) America's Choice, Inc., Type 1: English C
- 3) Carnegie Leaning, Inc. Type 1: Math B
- 4) Kaplan, Inc. Type 1: English A, Math C

Thus, contracts for above-mentioned consultants will be subject to compliance reviews. Compliance will be reported on a monthly basis by the consultants for the aforementioned goals.

Pursuant to Section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) the following consultants are exempt from review because the entities are not-for-profit organizations or universities:

- American Institute for Research (AIR) Type 2: Assessment American Institute for Research (AIR) – Type 3: Management
- 2) IL Institute of Technology Type 1: Science B
- 3) Loyola Univ. Chicago Type 1: Science A
- 4) Northwestern University Type 1: Science C

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

FINANCIAL: Total amount not to exceed \$20,000,000 \$26,030,000. The total cost of the newly developed system of support will be funded through various grants. CPS expects to fund a significant portion of the one-time and transition costs of implementing the instructional support through outside funders.

Budget Classification #: Various Units - 239-xx-xxx-5410

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:

Heather A. Obora

Chief Purchasing Officer

Approved:

Arne Duncan

Chief Executive Officer

Within Appropriation:

∮ohn Maiorca

Chief Financial Officer

Approved as to legal form:

Patrick J. Rocks General Counsel