AMEND BOARD REPORT 10-0825-PR8 APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF ADDITIONAL LEARNING OPPORTUNITIES SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various vendors for the purchase of additional learning opportunities services for District 299 at an aggregate cost not to exceed \$900,000 \$1,800,000. Vendors were selected on a competitive basis pursuant to Board Rule 7-2 and a duly advertised Request for Proposals (Specification No. 10-250029). Written agreements for this purchase are currently being negotiated. No goods or services may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event a written agreement for such Vendor is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This November 2010 amendment is necessary to increase the compensation amount to purchase software licenses and implementation services for additional schools. These additional schools will be Title I schools that, through an application process, demonstrate the necessary commitment and capacity to integrate online learning into their existing strategy. The application process will be voluntary and open to all non-charter elementary schools within the district. Selected additional schools will implement a "lighter" version of the ALO pilot. Schools implementing a "lighter" version of the ALO pilot will provide a portion of their students with additional learning time to be spent on online math and/or reading software. Schools in the "lighter" version will only receive online software from the district and will have to bear responsibility for securing appropriate funds to staff the program as well as upgrade any infrastructure as required by the software. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event a written amendment for such Vendor is not executed within 90 days of the date of this amended Board Report.

VENDORS:

- MIND Research Institute 3631 S. Harbor Blvd, Suite 200 Santa Ana, CA 92704 888-751-5443 Andrew Coulson Vendor # 67737
- Houghton Mifflin Harcourt
 222 Berkeley Street
 Boston, MA 02116
 512-721-7204
 Laura Rockefeller
 Vendor # 13240
- 3. Carnegie Learning
 437 Grant Street, 20th Floor
 Pittsburgh, PA 15219
 888-851-7094
 Joseph Goins
 Vendor # 31207
- 4. Headsprout
 127 Broadway Ave E, Suite 200
 Seattle, WA 98102
 800-401-5062 x1702
 Kimberley Bynoe
 Vendor # 39562

CONTRACT ADMINISTRATOR:

Pamela Seanior 773-553-2254 **USER:** Chief Education Office

125 S. Clark Street, 5th Floor

Monica Lee (773)553-1104

TERM: The term of each agreement shall commence on the date the agreement is signed and shall end on July 31, 2011. Each agreement shall have 2 options to renew for periods of 1 year each.

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

DETAIL OF SERVICES:

The Board will be launching a new initiative to increase educational outcomes for Chicago Public School students by introducing a technology-based solution to increase instructional time. The district's neighborhood schools currently offer only 914 hours of instructional time, which is the lowest urban total in the nation and 20% below the national average for urban districts. This initiative aims to expand instructional time by adding up to ninety minutes of computer-aided instruction to each school day. Students will receive computer-based instruction to build and develop their skills in math and reading. Engaging, web-based software will provide individualized and self-paced instruction at the level of each student.

The Board will implement this initiative across the District, beginning with a pilot during the 2010-2011 school year.

SCOPE OF SERVICES:

Vendors shall provide software licenses, training, implementation and technical support to participating schools and supporting central office departments. Vendors were evaluated both on the quality of their proposed software program and on their ability to fully implement their proposed software program. Given the district's diversity, the Board selected multiple vendors and will offer schools the opportunity to choose the solutions that best fit their needs. The Office of the CEO, in collaboration with the Office of Teaching and Learning, will provide expert advice as to which products will be most effective in individual schools and areas.

Vendors shall provide research-based software that users will access online which focuses on conceptual learning in literacy and/or mathematics. The software shall be easily navigable by students and require little adult supervision. The software shall align with appropriate state and/or national standards and provide age-appropriate curricula which is adaptive and regularly tracks student progress. The software shall provide reporting that will allow school and district staff to better understand student needs and student progress. Vendors shall also provide full cooperation with integration of the software into the District's data and security systems.

Vendors will provide implementation, training, and technical support to District, Area, and School staff in the following ways: a project management team and development of a key performance indicator report to support timely implementation; end-user and technical training for school and District staff, and a comprehensive train-the-trainer model for District staff to ensure ongoing and broad understanding; and ongoing basic technical assistance to support the user experience. This list is not meant to be exhaustive, but merely illustrative of types of supports that may be provided.

OUTCOMES:

Total instructional hours, particularly engaged academic instructional hours have been shown to positively impact student outcomes. The additional learning opportunities services shall increase the reading and math proficiency of participating students, as measured through the software's progress monitoring tools as well as summative and formative district-wide assessments.

Vendors will be assessed on performance metrics that include, but are not limited to:

- % of students in the top half of Scantron performance (math, reading)
- % of students who meet expected gains on Scantron (math, reading)
- % of students who meet or exceed on ISAT (math, reading)

- % of students receiving adequate training prior to launch'
- % of high priority technology service calls addressed in target timeframes

COMPENSATION: Vendors shall be paid in accordance with the pricing set forth in their agreement; not to exceed the sum of \$900,000 \$1,800,000 in the aggregate for all Vendors.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements, including any indemnification to be provided to Vendors, and amendments. Authorize the President and Secretary to execute the agreements and amendments. Authorize the Deputy CEO to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 6.2 of the Remedial Program for the Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the per contract and Category Goals method for M/WBE participation will be utilized. The M/WBE participation goals for this contract include: 15% total MBE and 5% total WBE.

The Following list of pool vendors have committed to the following:

MIND Research Institute

EXEMPT (501C)

Houghton Mifflin Harcourt Publishing Company

Total 15% MBE

ZeroChaos 420 South Orange Ave #600 Orlando, FL 32801

Carnegie Learning, Inc.

Total 15% MBE
Total 5% WBE

*Have not identified firms

Headsprout, Inc.

Total 20% MBE

Major Armstead

2901 Delphi Court

Olympia Fields, Il 60461

Total 6.5% WBE
Erika Cost
3645 N. Damon #1

Chicago, IL 60618

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

FINANCIAL: Charge to Chief Education Office Fiscal Year: 2011

Budget Classification: 10810-331-53306-222010-430104 Source of Funds: Title I ARRA Budget Classification: 10810.354.53306.222010.497143 Source of Funds: Title IID

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.

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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).

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Approved for Consideration:

Opal L. Walls

Chief Purchasing Officer

Within Appropriation:

Diana S. Ferguson Chief Financial Officer

Approved as to legal form

Patrick J. Rocks General Counsel Approved:

Ron Huberman

Chief Executive Officer

Kuheras