APPROVE EXERCISING ALL OPTIONS TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS FOR INTERVENTIONS, ENRICHMENT AND SUPPLEMENTAL ACADEMIC SERVICES AND APPROVE ASSIGNMENT AND ASSUMPTION OF AGREEMENT TO MCGRAW-HILL SCHOOL EDUCATION, LLC.

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising all options to renew the agreements with various Vendors to provide interventions, enrichment and / or supplemental academic services at schools, networks and administrative offices at an aggregate total cost not to exceed \$21,000,000. This Board Report is also to approve the assignment of the agreement with McGraw-Hill Education, a division of The McGraw-Hill Companies, Inc to McGraw-Hill School Education, LLC as successor in interest. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements exercising the options are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor during the option period prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

Specification Number: 12-250011

Contract Administrator: Flores, Miss Nanzi / 773-553-2280

USER INFORMATION:

Contact: 10840 - Educational Tools and Technology

125 South Clark Street Chicago, IL 60603 Mellios, Mr. John Steven

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report #12-0725-PR8 as amended by 12-0822-PR6) in the amount of \$7,000,000 are for a term commencing on the date each agreement is signed and ending August 31, 2013, with the Board having three (3) options to renew for one (1) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The options to renew are being exercised simultaneously and the term of each agreement is being renewed for a three (3) year period, commencing September 1, 2013 and ending August 31, 2016.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors will continue to provide multiple research and evidence-based intervention, enrichment, and/or supplemental programs for students in reading and/or math, in order to substantially increase the success of students in grades K-12 regardless of their performance level. This set of services is for products, programs and/or software that both personalize and differentiate instruction for every student based on their academic needs and individual learning styles to promote accelerated student achievement. These products, programs and/or software can be used for the following purposes and may serve more than one purpose, in some cases.

They may continue to be designed for:

- a) Interventions: To address specific academic skills.
- b) Enrichment: To enhance and advance student skills.
- c) Supplemental: To provide additional supports to the core instructional program.

Interventions, enrichment, and supplemental programs ("Program") may continue to be used with students before, during or after school, and shall allow students to work at their own level and pace, when appropriate. The services are for Board students in grades K-12 and the Vendors shall clearly define what grade levels are most appropriate for their Program. If PD is a necessary component for the Program implementation, this shall be included in the Vendor's scope of services.

DELIVERABLES:

Vendors must continue to provide guidance and expertise as it pertains to their solution throughout the planning and implementation phases of the deployment. Therefore, Vendors shall continue to be required to provide a recommended plan for implementation of the system.

B. Within thirty (30) calendar days of the receipt of the contract, Vendors shall continue to meet with Board staff to review:

- 1. The work plans and timelines submitted to meet the requirements of this RFP.
- 2. A comprehensive description of the tasks and timelines.
- 3. An analysis of deliverable dates.
- 4. Identification of strategies.
- 5. The manner in which the plan will be used to identify and prioritize work efforts.
- 6. The toolsets that will be used to develop and maintain the plan.
- 7. Tangible measures for success for each of the following projects domains.
- 8. Delivery and implementation for all training and primary support responsibility.
- 9. A comprehensive District Communications Plan to publicize training, support options and best practices for usage.
- 10. Functional technical and/or material resources to support students at their academic level.
- 11. Professional development for teachers and staff on the program's model, materials, data and reports.
- 12. Identification of students to use the program within specific schools. Within five (5) working days of this initial project planning meeting, Vendors shall submit the revised project plan and schedule along with notes documenting other key outcomes of the meeting.

OUTCOMES:

The Board has launched the "Full School Day" initiative to dramatically increase educational outcomes for the Board's students by increasing the amount of instructional time students are provided. The Board implemented the new day in all schools starting in the 2012-2013 school year. Vendors will continue to be expected to report findings both at the local (school/network) and district level in order to determine both efficacy and fidelity. Vendors and the Board will continue to develop benchmarks to monitor implementation and progress. More time with the students offers schools the opportunity for additional interventions, enrichment and supplemental programming. Vendors' services will continue to result in math and literacy focused materials and services in either a technical or non-technical framework.

COMPENSATION:

Vendors shall be paid as specified in their respective agreements; total not to exceed the sum of \$21,000,000 in aggregate for all Vendors during the three year option period.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreements. Authorize the President and Secretary to execute the renewal agreements. Authorize the Chief Officer of Teaching and Learning to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals method for M/WBE compliance will be utilized. The M/WBE goals for this contract include: 15% total MBE and 5% total WBE participation. Supplier diversity will be reported for this vendor pool on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Multiple Funds, Various Schools and Networks, FY14 \$7,000,000

Multiple Funds, Various Schools and Networks, FY15 \$7,000,000

Multiple Funds, Various Schools and Networks, FY16 \$6,000,000

Multiple Funds, Various Schools and Networks, FY17 \$1,000,000

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:

SÉBASTIEN de LONGEAUX Chief Procurement Officer Approved:

BARBARA BYRD-BENNETT Chief Executive Officer

Chief Executive Officer

JAMES L. BEBLEY General Counsel

1) 6) Vendor # 12499 Vendor # 38873 **ACHIEVE 3000 CURRICULUM ASSOCIATES, LLC** 1985 CEDAR BRIDGE AVE., STE 3 P O BOX 2001 LAKEWOOD, NJ 08701 NORTH BILLERICA, MA 01862 Peter Saretsky **Don Masters** 732 367-5505 800 225-0248 2) 7) Vendor # 94499 Vendor # 12230 **ALEKS CORPORATION** MCGRAW-HILL SCHOOL EDUCATION, LLC 15460 LAGUNA CANYON ROAD 20 RYAN RANCH RD. **IRVINE, CA 92618** MONTEREY, CA 93940 Ardena White JP Lenney 714 245-7191 440 596-9487 3) 8) Vendor # 12990 Vendor # 19482 AMPLIFY EDUCATION, INC F/K/A WIRELESS GREENWOOD PUBLISHING DBA GENERATION, INC. **HEINEMANN** 55 WASHINGTON ST., STE 900 361 HANOVER STREET **BROOKLYN, NY 11201-1071** PORTSMOUTH, NH 03801 Deanne Jester **Bert Crossland** 212 796-2204 800 541-2086 4) 9) Vendor # 18448 Vendor # 97955 **IMAGINE LEARNING** CLASSROOM, INC 245 FIFTH AVE., 20TH FLR. 191 RIVER DRIVE. NEW YORK, NY 10016 PROVO, UT 84604 George DeMarco Ana Gomez 212 545-8400 866 377-5071 5) 10) Vendor # 37857 Vendor # 67737 COMPASSLEARNING, INC MIND RESEARCH INSTITUTE 111 ACADEMY STE 100 203 COLORADO ST. **AUSTIN, TX 78701 IRVINE, CA 92671** Gina Rivera **Andrew Coulson** 800 422-4339 888 751-5443

Vendor # 14970 SCHOLASTIC, INC. 1 2931 E. MCCARTHY STREET JEFFERSON CITY, MO 65101 Becky Smith 630 323-3700

12)

Vendor # 29365

SCIENTIFIC LEARNING CORP.

300 FRANK H. OGAWA PLAZA, #600

OAKLAND, CA 94612-2040

Joseph Noble

510 444-3500