

**APPROVE EXERCISING THE THIRD OPTION TO RENEW THE AGREEMENT WITH GROW
NETWORK, INC. FOR CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the third option to renew the agreement with Grow Network, Inc. to provide consulting services to the Chicago Public Schools at a cost not to exceed \$500,000.00. A written renewal agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant during the renewal period prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this renewal agreement is stated below.

Specification No.: 02-2501404

CONSULTANT: Grow Network, Inc.
386 Park Avenue South, Suite 1605
New York, NY 10016
Contact: Patrick Haugh
Telephone No. (212) 889-1605 (ext. 103)
Vendor # 35928

USER: Office of Research, Evaluation and Accountability
125 South Clark Street, 11th Floor
Chicago, IL 60603
Daniel Bugler, (773) 553-2324

ORIGINAL AGREEMENTS: The original agreement (authorized by Board Report 02-0626-PR26, as amended by Board Report 03-0225-PR32) is for a term commencing July 1, 2002 and ending June 30, 2003, at a cost of \$2,200,000.00 and the Board having three one-year options to renew. The original agreement was renewed (authorized by Board Report 03-0625-PR46, as amended by Board Report 03-1119-PR36), in the amount of \$2,100,000.00 for a term commencing July 1, 2003 and ending June 30, 2004, and renewed (authorized by Board Report 04-0623-PR26), in the amount of \$1,750,000.00 for a term commencing July 1, 2004 and ending June 30, 2005. Consultant was selected on a non-competitive basis because of its unique qualifications to provide a comprehensive system-wide program to improve teaching and learning through the use of assessments, skills analyses and professional development.

OPTION PERIOD: The term of this agreement is being extended for one year commencing July 1, 2005 and ending June 30, 2006. Consultant performed no services from July 1, 2005 to July 27, 2005 and shall receive no payment for any services rendered during such time period.

OPTION PERIODS REMAINING: There are no option periods remaining.

SCOPE OF SERVICES: Consultant will continue to provide its Grow Report System of integrated print and web-based instructional tools for teachers, instructional leaders and parents together with professional development to promote informed usage of assessments and skills analyses to improve teaching and learning. The consultant will continue to provide teachers with online access to review their students' ITBS standardized test performance data and also provide Grow Reports and professional development services related thereto. Consultant will also provide web tools, reports on grade 3 students who were not promoted, centralized access for CPS leadership to view performance data, and parent reports for fall 2005. Consultant will also provide the following:

- 1) Website with grade-wide, class, and individual data, as well as instructional tools for teachers and instructional leaders, including ongoing diagnostic features;
- 2) Website with instructional information for parents;
- 3) Communication and professional development services;
- 4) Comprehensive user support;
- 5) Ongoing evaluation of the program as a whole;
- 6) Quality assurance procedures and ongoing data security measures;

DELIVERABLES: Consultant will continue to provide its Grow Report System. Consultant will provide a high technology website with grade-wide, class and individual data, as well as instructional tools for teachers and instructional leaders, including ongoing diagnostic features. In addition, Consultant will provide a website with instructional information for parents. Consultant will provide communication and professional development services, comprehensive user support, ongoing evaluation of the program and operational excellence, including a sound technological platform, rigorous quality assurance procedures, and ongoing data security measures.

OUTCOMES: Consultant’s program and services will result in improved teaching and student learning through informed usage of assessment data.

COMPENSATION: Consultant shall be paid monthly upon receipt of deliverables as will be specifically identified in the contract; with total compensation not to exceed the sum of \$500,000.00.

REIMBURSABLE EXPENSES: Consultant shall not be reimbursed for any expenses.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the renewal agreement. Authorize the Chief of the Office of Research, Evaluation and Accountability to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this contract include: 35% total MBE, 22% total African American, 10% Hispanic, 2%Asian, and 5% WBE.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope is not further divisible.

The vendor has, however, identified and scheduled the following firms and percentages:

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| CS & C, Inc. 1613 S. Michigan Ave. Chicago, IL. 60616 | \$ 20,000.00 Certified until 10/1/0 |
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| English Communications, Inc. 10335 S. Hamilton Chicago, IL. 60643 | \$ 10,000.00 Certification Pending |
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LSC REVIEW: Local School Council approval is not applicable to this report.

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| FINANCIAL: Charge to: Research, Evaluation and Accountability | \$500,000.00 |
| Budget Classification: 0012-242-021-1046-5410 | Fiscal Year: 2006 |

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.

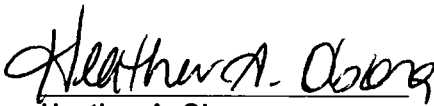
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board’s Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), 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:

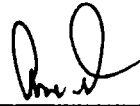


Heather A. Obora
Chief Purchasing Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved:



Arne Duncan
Chief Executive Officer

Approved as to legal form 



Patrick J. Rocks
General Counsel