APPROVE ENTERING INTO AN AGREEMENT WITH SCHOLASTIC, INC. FOR THE PURCHASE OF READ 180

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Scholastic, Inc. to provide materials and support to select Chicago Public Schools at a cost not to exceed $5,000,000.00 per year for an aggregate amount of $15,000,000.00. The vendor was selected on a competitive basis (Specification No. 08-250002) pursuant to Board Rule 5-4.1. A written agreement for Scholastic's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a 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: 08-250002

VENDOR:
Scholastic, Inc.
2931 East McCarty St.
Jefferson City, MO 65101
(630) 323-3700
Contact: Joe Welty
Vendor #14970

USER:

Chief Education Office	Office of Instructional Design and Assessment
125 South Clark Street, 5th Floor	125 South Clark Street, 5th Floor
Barbara Eason Watkins	Xavier Botana
(773) 553-1500	(773) 553-5060

TERM: The term of this agreement shall commence on August 1, 2008 and shall end June 30, 2011.

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

SCOPE OF SERVICES:
Scholastic's Read 180 intensive reading program will provide Tier 3 intensive intervention support to students in grades 5-8 who are reading two to three years below grade level. The program will include an adaptive assessment to accurately identify and place students within the program. Their research-based program will provide an instructional model, classroom materials, progress monitoring tools, software licenses professional development, and classroom-based support to teachers implementing tier 3 supports. The vendor will assist with the development and implementation of an action plan, and will fully cooperate with the district's evaluation process.

DELIVERABLES: Vendor will:

- Provide intensive literacy support for students two or more years behind grade level (i.e., Tier 3)
- Provide diagnostic placement of students in program and levels
- Provide program alignment to Illinois State Learning Standards
- Provide classroom packages of instructional reading materials for tier 3 students
- Provide student and teacher software licenses
- Provide progress monitoring tools and reports for students in the program
- Provide coordination of materials logistics (ordering, distribution)
- Provide district and school technology audits
- Provide full cooperation in development of integration with district data and security systems
- Provide two full day professional development secessions with teachers
- Provide half day professional development secession with administrators
- Provide full cooperation in third party evaluation of the intervention
- Provide classroom-based support to teachers

OUTCOMES: Scholastic's Read 180 program and services shall result in the improved academic achievement of Tier 3 students as determined through various forms of evidence captured by the progress monitoring tools and adaptive assessments. As a result of this program, school's that implement the program with fidelity, will reduce the number of students in grades 5-8 that are two years behind on the ISAT by 35%.

COMPENSATION: Vendor shall be paid for the provided services and deliverables, as periodic invoices are submitted and verified, with the aggregate amount not to exceed the sum of $15,000,000.00.

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 Officer of Instructional Design and Assessment to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts. The M/WBE requirements for this contract include 25% total MBE and 5% total WBE participation.

The Vendor has identified and scheduled the following firms and percentages:

Total MBE – 25%

SPC Consulting LLC (H) – 18%
737 North Michigan Avenue, Suite 1925
Chicago, Illinois 60611
Contact: Sunny Chico — certified through 08/28/2008

RICO Computers (H) – 7%
161 North Clark Street, 47th Floor
Chicago, Illinois 60601
Contact: John Rico — certified through 08/01/2008

Total WBE – 5%

A. Alva Rosales & Associates, Ltd.
509 West 38th Street
Chicago, Illinois 60609
Contact: Arabel Alva Rosales — certified through 07/01/2008

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

FINANCIAL: Charge to Office of Instructional Design and Assessment
Budget Classifications: 10835-115-54125-221311-000000

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:

Pedro Martinez
Chief Financial Officer

Approved as to legal form:

Patrick J. Rocks
General Counsel