

**APPROVE ENTERING INTO SOFTWARE LICENSE AND SERVICES AGREEMENTS WITH
NORTHWEST EVALUATION ASSOCIATION AND/OR SCANTRON CORPORATION**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into software license and services agreements with Northwest Evaluation Association and/or Scantron Corporation ("Vendor(s)") for a computer adaptive assessment tool, implementation services, professional development services, technical support, data integration and reporting services to be used by the Office of Performance at a cost not to exceed \$4,500,000. Vendors were selected on a competitive basis pursuant to Board Rule 5-4.1. Written license agreements for such software products, services and professional development services are currently being negotiated. No use of the software shall begin 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 their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

SPECIFICATION NUMBER: 09-250037

CONTRACT ADMINISTRATOR: Craig Holloway

VENDOR: 1. Northwest Evaluation Association
5885 SW Meadows Road Suite 200
Lake Oswego, OR 97035
503-624-1951
Molly Held
Vendor Number: 43763

2. Scantron Corporation
1313 Lone Oak Road
Eagan, MN 55121
800-722-6876
Leslie Arnold
Vendor Number: 37338

USER: Chief Executive Office
125 S Clark Street – 5th Floor
Chicago, IL 60603
Sarah Kremsner
773-553-5735

TERM: The term of each agreement shall commence on the date of execution by the Board and shall end August 31, 2010. The agreements shall have 2 options to renew for periods of 12 months each.

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

USE OF SOFTWARE: The software will be used to administer three to four assessments per year in reading, mathematics and science. Reports will be available within 1 day of testing. The systems will provide web based analysis and reporting tools that are easy to use and intuitive for users with all levels of technical skills.

Trainers will learn the concepts and practices necessary to use and support the assessment tool and provide direct learning opportunities for other district staff that require it. Trainers will be supported through coaching sessions as they carry out this work.

District staff will also have access to on-demand, on-line training provided by the Vendor(s). As needed for successful implementation, Vendor will provide direct training to district staff.

Vendor(s) will provide necessary technical resources to facilitate the effective integration of the Board's student and teacher data into the assessment tool for ease of implementation and use. Vendor(s) will also provide the necessary technical resources to facilitate the effective deployment of the assessment tool based on the scope of schools, students and users to be defined by the Board. Vendor(s) will provide additional data reporting and extraction services to facilitate data exchanges at a frequency and scope to be defined by the Board as well as custom reporting to facilitate additional analysis of student assessment data.

SCOPE OF SERVICES: Vendor(s) will provide implementation, professional development and reporting tools for a computer adaptive assessment that will provide data that can be used to improve instruction. All services will be provided by skilled resources performing technical support, project management, professional development, problem identification and problem resolution for the software as defined by the Board.

Vendor(s) will provide project management support for successful implementation as stated in the agreement. This support may include project managers, implementation support for training and technology, and support from content and assessment experts.

DELIVERABLES: By the end of the 2009-2010 school year the Vendor(s) will have successfully implemented the technology in all schools that chose to utilize the computer adaptive assessment.

OUTCOMES: Vendor(s) will ensure that the system has been properly installed at all participating schools and that all trainers have been properly trained in the administration and use of the assessments. The performance measures that the Chief Executive Office will use to ensure these outcomes are: 1) percent of project milestones met, 2) percent of teachers administering the assessment, 3) utilization rate of reports and 4) percent of users satisfied with the system.

COMPENSATION: Vendor(s) will be paid the software license and fees for services as stated in their respective agreement. Discounts will be given on the software license fee based upon the total volume of students tested. The total compensation will not exceed \$4,500,000.00 in the aggregate.

REIMURSABLE EXPENSES: None.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements, including any indemnification to be provided to Vendor(s). Authorize the President and Secretary to execute the agreements. Authorize the Chief Purchasing Officer or the Chief Information Officer 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 Category Goals method for M/WBE participation will be utilized. The goals for this contract are 10% total MBE and 5% total WBE. The Office of Business Diversity has approved the M/WBE participation submitted from the prime vendor.

The vendors have selected the following sub contractors for their M/WBE compliance:

NWEA (prime vendor)
MBE- 10%
PC Specialists Inc.
7810 Trade Street
San Diego, CA 92121

Scantron (prime vendor)
MBE- 10%
Total Maintenance Concepts
201 James Street
Bensenville, IL 60106

NWEA (prime vendor)

WBE- 5%
Victory Productions, Inc.
55 Linden Street
Worcester, MA 01609

Scantron (prime vendor)

WBE – 5%
Education Consulting and Solutions
8726 Aberdeen Circle
Highlands Ranch, CO 80130

In addition to being in full compliance Scantron has also elected to participate in our Department of College & Career Prep program, pursuant to section 9.5.10 the Remedial program for minority and Women Business Enterprise Participation in Goods and Services.

FINANCIAL: Charge to Office of Performance: \$4,500,000 FY10
Budget Classification: 16055-115-54125-221120-000000

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.

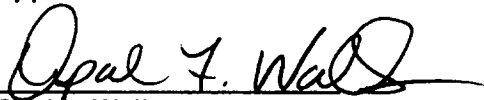
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

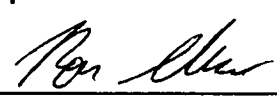
Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:


Opal L. Walls
Chief Purchasing Officer

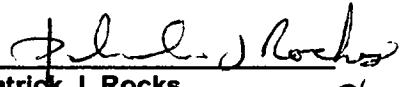
Approved:


Ron Huberman
Chief Executive Officer

Within Appropriation:


Pedro Martinez
Chief Financial Officer

Approved as to legal form. 


Patrick J. Rocks
General Counsel 