

**APPROVE ENTERING INTO AN AGREEMENT WITH WIRELESS GENERATION
FOR THE PURCHASE OF EARLY MATHEMATICS ASSESSMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Wireless Generation for the purchase of Early Mathematics Assessment Services for the Office of Math and Science at a cost not to exceed \$200,000. Vendor was selected on a competitive basis pursuant to Board Rule 5-4.1 through an RFP (Specification No: 09-250039). The Board is committed to providing valid, reliable, formative assessments that inform instruction and improve student achievement. The Board's ultimate goal is an integrated program of assessment and instruction. Long-term goals with respect to an early grades Response to Intervention (RTI) plan are to develop a system for early intervention and instruction to ameliorate failure in later grades, ensuring that students entering grade 3 have the knowledge and skills to be successful in grade 3 and beyond and to develop efficient structures and technologies to support the interventions to ensure that students are on track in every grade. In accordance with IDEA 2004 regulations, specifically, 34 CFR 300.309(b), the state of Illinois requires school districts to determine how all students respond to mathematics instruction and if needed possible interventions.

A written agreement for this purchase is currently being negotiated. No services shall be provided 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.

VENDOR: Wireless Generation
55 Washington Street, Suite 900
Brooklyn, NY 11201
212.213.8177
Contact Person: Patrick Smith
Vendor # 12990

USER: Chief Education Office
125 S. Clark Street
Chicago, IL 60603
Dr. Barbara Eason-Watkins
773.553.1490

TERM: The term of this agreement shall commence on September 15, 2009 and shall end August 31, 2011. This agreement shall have 1 option to renew for a period of 2 additional years.

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

SCOPE OF SERVICES: Vendor will provide the following as defined by the contract and statement of work:

- **Assessments:** Reliable and valid research based screener, diagnostic and progress monitoring assessment tools
- **Assessment Administration:** The capacity for the Board-defined number of schools to administer the given assessments
- **Professional Development:** All necessary professional development to meet the needs of the Board-defined number of schools to implement this system of screener, diagnostic, and progress monitoring assessments or methods.
- **Technology, Data Collection, and Reporting:** Vendor will house all associated data and reporting systems. Data and reports housed by vendor will be accessible by the Board. Vendor will provide all assessment raw data to Board in formats compatible with the Board's data systems.

- **Integrated Program of Assessment and Instruction:** Vendor will provide a plan to work with the Board and its partners (potentially including curriculum publishers) to identify and develop intervention strategies using supported instructional materials.
- **Project Management and Personnel Requirement:** Vendor will submit a project plan that outlines how it will address all aspects of the project implementation period. Vendor will adhere to Board project-management guidelines and expectations including but not limited to: providing a project manager to the early mathematics assessments; participating in periodic status meetings, providing periodic status reports based on project metrics defined by the Board; providing regular financial updates; and responding to issues in a timely manner.

DELIVERABLES: Vendor will provide reliable and valid research based screener, diagnostic and progress monitoring assessment tools; math handheld assessment delivery system; professional development; data reports; alignment of intervention strategies to Board recommended curricular materials.

OUTCOMES: This purchase will enable CPS teachers to develop a system for early intervention and instruction to ameliorate failure in later grades, ensuring that students entering grade 3 have the knowledge and skills to be successful in grade 3 and beyond and to develop efficient structures and technologies to support the interventions to ensure that students are on track in every grade. The vendor's services will provide: 1) ability to administer assessment to the Board defined number of students; 2) access to valid, reliable assessment data to be used specifically for the purpose of improving instruction enhancing student achievement; 3) results on a secure, password-protected Web site that allows teachers to view, analyze, and manage data; 4) appropriate professional development to both administer the assessment and use the data to drive instruction. This project will impact approximately 8100 students in grades K-2, 270 teachers, 30 principals, and all associated area and central office staff.

COMPENSATION: Vendor shall be paid in accordance with the prices contained in the agreement; not to exceed the sum of \$200,000.

REIMBURSEABLE 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 Education Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: This agreement 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 the agreement are: 25% total MBE and 5% total WBE participation.

The Vendor has scheduled the following firms and Independent Consultants:

Total MBE – 25%

Diana Garza
21934 Pelican Creek
San Antonio, TX 78258
210.789.4157

Thelma Marichalar
123 Palo Pinto St
San Antonio, TX 78232
210.413.0977

Iris Gutierrez
1718 Indian Wells Dr
Missouri City, TX 77459
713.398.8658

Total WBE – 5%

Briljent, LLC.
3534 N. Hermitage Ave.
Chicago, IL 60657
260.434.0990

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

FINANCIAL: Charge to: Citywide – Research & Accountability
11290-115-53305-223012-000000-2010

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.

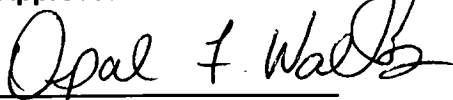
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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