

AMEND BOARD REPORT 09-0826-PR18
**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~~ Department of Assessment Design of the Office of Teaching and Learning at a cost not to exceed ~~\$200,000~~ \$4,000,000.00. 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 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.

This June 2010 amendment to the agreement is necessary to increase the dollar amount of the contract from \$200,000.00 to \$4,000,000.00 due to the expansion of the program. A written amendment to the agreement is required. The authority granted herein will automatically rescind in the event that the written amendment is not executed within 90 days of the date of this amended board report. This June 2009 amendment is also necessary to update the affirmative action section.

VENDOR:

- 1) Vendor # 12990
WIRELESS GENERATION, INC.
55 WASHINGTON ST., STE 900
BROOKLYN, NY 11201-1071
Patrick Smith
212-796-2204

USER:

Assessment Design
125 S Clark Street, 11th Floor
Chicago, IL 60603

Contact : Margaert Bartz
Phone: 773-553-2430

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, and 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 89,000 students in grades K-2, 2,900 teachers, 460 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 ~~\$200,000.00~~: \$4,000,000.00.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

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 identified and 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%

Brijent, 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: City-wide Research & Accountability ~~\$200,000.00~~ \$2,000,000.00
Various Schools and Area Offices \$2,000,000.00
XXXXXXXX-XXX-54125-XXXXXXXX-XXXXXX-2011 Sources of Funds: Sundry
11290-115-54125-233012-000000-2011 Source of Funds: General Ed.

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 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:



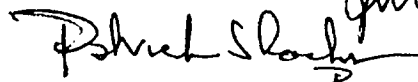
RON HUBERMAN
Chief Executive Officer

Within Appropriation:



DIANA S. FERGUSON
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel