

**AUTHORIZE A NEW AGREEMENT WITH AMPLIFY EDUCATION, INC. FOR THE PURCHASE OF SCIENCE KITS**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize a new agreement with Amplify Education, Inc. for the purchase of science kits for the district at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis pursuant to Board Rule 7-6. This item was presented to the Single/Sole Source Committee on July 12, 2023 and approved by the Chief Procurement Office. Prior to approval as a Single Source, the item was published on the Procurement website on July 12, 2023, found here [cps.edu/procurement](https://cps.edu/procurement). The item will remain on the Procurement website until August 24, 2023 Board Meeting. This process complies with the independent consultant's recommendations for a sole source procurement and the Board's Single/Sole Source Committee Charter. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to Amplify Education, Inc. prior to the execution of their 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.

Contract Administrator : Hinton-Knowles, Demetra / 773-553-2280

**VENDOR:**

- 1) Vendor # 12990  
AMPLIFY EDUCATION, INC.  
55 W. WASHINGTON  
BROOKLYN, NY 11201

Michael Kasloff  
212 213-8177

Ownership: Amplify Education Partners, LLC  
41%, Cox Investment Holdings, Inc. 16%

**USER INFORMATION :**

Contact:

10810 - Teaching and Learning Office

42 West Madison Street

Chicago, IL 60602

Beck, Mary Patricia

773-553-1216

Project

Manager: 10814 - Curriculum, Instruction, and Digital Learning

42 W. Madison

Chicago, IL 60602

Thorstenson, Kara Leann

**TERM:**

The term of this agreement shall commence on September 1, 2023 and shall end August 31, 2025. This agreement shall automatically renew for two (2) successive periods of one (1) year each. Each Renewal Term shall be the Board's option. The Board can elect, with or without cause, to not exercise any Renewal Term by notifying the Vendor in writing prior to the expiration of the active term. This notice of non-renewal will be effective upon the conclusion of the active term. Both the Term and any Renewal Term are subject to earlier termination as otherwise provided for by this Agreement.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

Goods: Proprietary Science Kits aligned to K-8 Skyline science (built off of base licensed content purchased through Amplify)

Quantity: approximately 1,800 kits including English and/or Spanish Investigation Notebooks (quantity depends on the number of Skyline adopting classrooms per school and this number can change based on enrollment)

Unit Price: varies as detailed in the Agreement, with an approximate range of \$1,900 to \$3,100 per kit depending on the grade level

Estimated Annual Cost(s):

\$5,000,000, FY24

\$7,000,000, FY25

\$7,000,000, FY26

\$7,000,000, FY27

**OUTCOMES:**

This purchase will result in improved student outcomes in science for schools using Skyline science for K-8. Students will be able to access science concepts through hands-on learning and will be able to evaluate and apply their learning to future science concepts through utilization of their inquiry notebooks.

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement;

\$5,000,000, FY24

\$7,000,000, FY25

\$7,000,000, FY26

\$7,000,000, FY27

**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 of Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is in full compliance as the Prime vendor has committed to the participation goals of 30% MBE and 7% WBE. The vendor has scheduled the following firm(s):

Total MBE: 30%

95 Madison Ave.

New York, NY 10016

Ownership: Craig Low

Total WBE: 7%

IPAK Inc.

821 Memorial Avenue

Camden, NJ 8086

Ownership: Karen Primak

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115

Department of Curriculum, Instruction and Digital Learning - 10814

\$5,000,000, FY24

\$7,000,000, FY25

\$7,000,000, FY26

\$7,000,000, FY27

Not to exceed \$12,000,000 for the initial two (2) year term. Not to exceed \$7,000,000 for each respective renewal term. Future year funding is contingent upon budget appropriation and approval

**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 May 25, 2011 (11-0525-PO2), 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:



PATRICIA HERNANDEZ  
Acting Chief Procurement Officer

Approved:



PEDRO MARTINEZ  
Chief Executive Officer

Approved as to Legal Form: 



RUCHI VERMA  
General Counsel