AMEND BOARD REPORT 12-0725-PR8 APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR INTERVENTIONS, ENRICHMENT AND SUPPLEMENTAL ACADEMIC SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Vendors to provide interventions, enrichment and / or supplemental academic services at schools, networks and administrative offices at an aggregate total cost not to exceed \$4,000,000 \$7,000,000. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to 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.

This August 2012 amendment is to add eight (8) Vendors to the Board Report and to increase the not to exceed amount by \$3,000,000 for the additional Vendors; the Vendors were selected on a competitive basis. Written agreements for Vendor's services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to 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 amended Board Report.

Specification Number: 12-250011

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-2280

USER INFORMATION:

Contact: 10840 - Educational Tools and Technology

125 South Clark Street Chicago, IL 60603 Mellios, Mr. John Steven

TERM:

The term of each agreement shall commence on the date the agreement is signed and shall end on August 31, 2013. These agreements shall have three (3) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors will provide multiple research and evidence-based intervention, enrichment, and/or supplemental programs for students in reading and/or math, in order to substantially increase the success of students in grades K-12 regardless of their performance level. This set of services is for products, programs and/or software that both personalize and differentiate instruction for every student based on their academic needs and individual learning styles to promote accelerated student achievement. These products, programs and/or software can be used for the following purposes and may serve more than one purpose, in some cases.

They may be designed for:

- a) Interventions: To address specific academic skills.
- b) Enrichment: To enhance and advance student skills.
- c) Supplemental: To provide additional supports to the core instructional program.

Interventions, enrichment, and supplemental programs ("Program") may be used with students before, during or after school, and shall allow students to work at their own level and pace, when appropriate. The services are for Board students in grades K-12 and the Vendors shall clearly define what grade levels are most appropriate for their Program. If PD is a necessary component for the Program implementation, this shall be included in the Vendor's scope of services.

DELIVERABLES:

Vendors must provide guidance and expertise as it pertains to their solution throughout the planning and implementation phases of the deployment. Therefore, Vendors shall be required to provide a recommended plan for implementation of the system.

- B. Within thirty (30) calendar days of the receipt of the contract, Vendors shall meet with Board staff to review:
- 1. The work plans and timelines submitted to meet the requirements of this RFP.
- 2. A comprehensive description of the tasks and timelines.
- 3. An analysis of deliverable dates.
- 4. Identification of strategies.
- 5. The manner in which the plan will be used to identify and prioritize work efforts.
- 6. The toolsets that will be used to develop and maintain the plan.
- 7. Tangible measures for success for each of the following projects domains.
- 8. Delivery and implementation for all training and primary support responsibility.
- 9. A comprehensive District Communications Plan to publicize training, support options and best practices for usage.
- 10. Functional technical and/or material resources to support students at their academic level.
- 11. Professional development for teachers and staff on the program's model, materials, data and reports.
- 12. Identification of students to use the program within specific schools.

Within five (5) working days of this initial project planning meeting, Vendors shall submit the revised project plan and schedule along with notes documenting other key outcomes of the meeting.

OUTCOMES:

The Board will be launching the "Full School Day" initiative to dramatically increase educational outcomes for the Board's students by increasing the amount of instructional time students are provided. The Board will implement the new day in all schools starting in the 2012-2013 school year. Vendors will be expected to report findings both at the local (school/network) and district level in order to determine both efficacy and fidelity. Vendors and the Board will develop benchmarks to monitor implementation and progress. More time with the students offers schools the opportunity for additional interventions, enrichment and supplemental programming. Vendors' services will result in math and literacy focused materials and services in either a technical or non-technical framework.

COMPENSATION:

Vendors shall be paid as specified in their respective agreements; total not to exceed the sum of \$4,000,000 \$7,000,000 in aggregate for all Vendors.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief of Instruction 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 Per Contract and Category Goals method for M/WBE compliance will be utilized. The M/WBE goals for this contract include: 15% total MBE and 5% total WBE participation. Supplier diversity will be reported for this vendor pool on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge \$4,000,000 \$7,000.000 to: Various Schools and Networks

Fiscal Year: 2013 \$6,500,000 Fiscal Year: 2014 \$500,000 Budget Classification: Various Source of Funds: Various

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:

SÉBASTIEN de LONGEAUX Chief Procurement Officer (Jen Class

Approved:

JEAN-CLAUDE BRIZARD
Chief Executive Officer

JAMES L. BEBLEY General Counsel

1) 6) Vendor # 94499 Vendor # 12499 ALEKS CORPORATION **ACHIEVE 3000** 15460 LAGUNA CANYON ROAD **IRVINE, CA 92618** 1091 RIVER AVENUE JP Lenney LAKEWOOD, NJ 08701 714 245-7191 Michael Pastor 732 367-5505 7) Vendor # 18448 CLASSROOM, INC 245 FIFTH AVE., 20TH FLR. 2) NEW YORK, NY 10016 Vendor # 37857 COMPASS LEARNING CORPORATION George DeMarco 212 545-8400 203 COLORADO ST. **AUSTIN, TX 78701** 8) Vendor # 38873 Gina Rivera **CURRICULUM ASSOCIATES INC** 800 422-4339 P O BOX 2001 NORTH BILLERICA, MA 01862 Steve Haves 3) 800 225-0248 Vendor # 67737 MUSIC INTELLIGENCE NEURAL Vendor # 19482 9) DEVELOPMENT INSTITUTE DBA MIND GREENWOOD PUBLISHING DBA RESEARCH INSTITUTE **HEINEMANN** 3631 SOUTH HARBOR BLVD., STE 200 361 HANOVER STREET SANTA ANA, CA 92704 PORTSMOUTH, NH 03801 Andrew Coulson Lori P. Lampert 800 541-2086 714 751-5443 10) Vendor # 97955 4) **IMAGINE LEARNING** Vendor # 14970 191 RIVER DRIVE. SCHOLASTIC, INC. PROVO, UT 84604 2931 E. MCCARTHY STREET Ana Gomez JEFFERSON CITY, MO 65101 866 377-5071 Becky Smith 11) Vendor # 12230 630 323-3700 MCGRAW HILL COMPANIES 20 RYAN RANCH RD. 5) MONTEREY, CA 93940 Vendor # 12990 Darin Sheer WIRELESS GENERATION, INC. 440 596-9487 55 WASHINGTON ST., STE 900 12) Vendor # 29365 BROOKLYN, NY 11201-1071 SCIENTIFIC LEARNING CORP. Krista Curran 300 FRANK H. OGAWA PLAZA, #600 212 796-2204 OAKLAND, CA 94612-2040 Joseph Noble 510 444-3500

13) Vendor # 86609
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