

**RATIFY AN AGREEMENT WITH CTB/MCGRAW-HILL FOR TESTING SERVICES
TO NONPUBLIC SCHOOL STUDENTS RECEIVING TITLE I SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with CTB/McGraw-Hill to provide Terra Nova testing services to non-public school students receiving Title I services for the Department of Funded Programs at a cost not to exceed \$390,000.00 for a 2 ½ year term. Consultant was selected on a non-competitive basis because this consultant has provided quality testing services to the Chicago area Catholic Schools for the past year. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant 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 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification No.: 02-250251

CONSULTANT: CTB/McGraw-Hill LLC
20 Ryan Ranch Road, Monterey CA 93940-5703
Phone No.: (831) 393-7687
Vendor No: 12230
Contact Person: Anne S. Howard

USER: Department of Funded Programs
125 S. Clark St. 9th Fl., Chicago, IL 60603
Contact Person: Eva Nickolich
Phone No.: (773) 553-1444

TERM: The term of this agreement shall commence on January 1, 2003 and shall end June 30, 2005. This agreement shall have 2 options to renew for periods of 1 year each.

SCOPE OF SERVICES: CTB/McGraw-Hill will provide *TerraNova* test materials (grades 1-12) and Fox in the Box materials (Kindergarten), and will perform scoring services for nonpublic schools students receiving Title I services in compliance with the Adequate Yearly Progress (AYP) requirements of the No Child Left Behind Act. CTB/McGraw-Hill will provide a project manager to work with the Department of Funded Programs to ensure the successful implementation of this testing program.

DELIVERABLES: CTB/McGraw-Hill will provide the following for each Academic Year: *TerraNova* Basic Multiple Assessments test booklets and practice tests, Fox in the Box kits, scoring services and score reports, tests coordination, test coordinator manuals, pre and post-test staff development workshops and shipping for all test materials answer documents and score reports.

OUTCOMES: The testing results will be used to determine AYP for nonpublic school students receiving Title I services.

COMPENSATION: CTB/McGraw-Hill shall be paid based on invoices received for the actual number of Title I nonpublic students tested and number of Fox in the Box kits delivered. The price per student for *TerraNova* testing is \$14.00. The price for Fox in The Box is based on a 15% discount off of the catalog kit price which is currently \$295.00. Total compensation for the term shall not to exceed \$390,000.

REIMBURSABLE 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 Deputy Chief Education Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a *full* waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope *is not further divisible*.

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

FINANCIAL: Charge to Funded Programs \$130,000 Fiscal Year: 2002-2003
Budget Classification: 0310-242-348-8273-5410 Source of Funds: Title I

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.

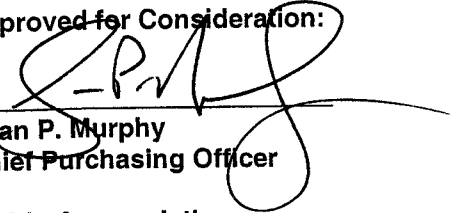
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

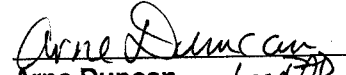
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

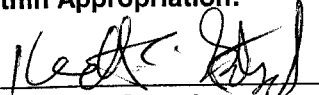
Approved for Consideration:


Sean P. Murphy
Chief Purchasing Officer

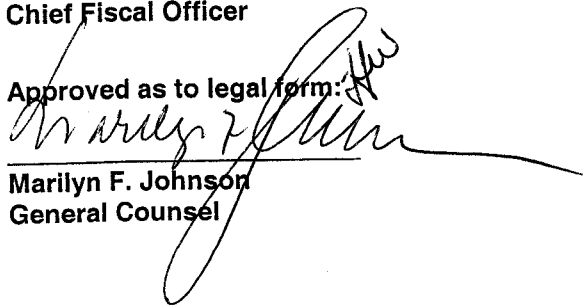
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:


Marilyn F. Johnson
General Counsel