

**APPROVE ENTERING INTO AN AGREEMENT WITH WIRELESS GENERATION
FOR CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Wireless Generation to provide consulting services to the Chief Education Office at a cost not to exceed \$1,300,000.00. Consultant was selected on a non-competitive basis because of Consultant's expertise and unique experience. Consultant developed the first solutions for formative literacy assessment using handheld devices (PDAs), which serve over 1.5 million students in 80,000 classrooms nationwide. Consultant holds an exclusive license to offer the scientifically-validated DIBELS assessment using handheld devices for administration. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT: Wireless Generation
11 East 26th Street, 14th Floor
New York, NY 10010-1422
(212) 213-8177
Vendor # 12990
Contact: Gregory Gunn

USER: Chief Education Office
125 S. Clark
Chicago, IL 60608
Ann Whalen
(773) 553-1490

TERM: The term of this agreement shall commence on June 1, 2006 and shall end August 31, 2007. This agreement shall have two options to renew for periods of one year each.

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

SCOPE OF SERVICES: Consultant will provide: 1) mCLASS platform software subscriptions for approximately 85,000 students. mCLASS platform software enables all WG software tools and reporting database to be used for year 06-07; 2) Dynamic Indicators of Basic Early Literacy Skills (DIBELS) software subscriptions for approximately 85,000 students; 3) Texas Primary Reading Inventory (TPRI) software subscriptions for 3900 Reading First Students; 4) Reading 3D software subscriptions for approximately 38,000 students; 5) student and teachers materials as needed to include, DIBELS kits, Reading 3D Kits, and TPRI kits; 6) data services required to import student data, refresh student data regularly, and generate staff username and passwords; 7) daily data progress reports during testing windows disaggregated by designated programs; 8) professional development in PDA and software use in DIBELS, Reading 3D, and TPRI, as well as data analysis and using data to drive instruction; 9) designated development including parent reports and reporting improvements; and 10) any related services requested by the Chief Education Officer.

DELIVERABLES: Deliverables will include but not necessarily be limited to: 1) provision of deliverables regarding secure access to the mCLASS Web site, such as usernames and passwords at appropriate access levels for teachers, LLTs, ARCs, AIOS, principals, and central office staff; 2) appropriate assessment software and updates to PDAs via PDA synchronization process; 3) professional development sessions for appropriate CPS staff in using software tools and using data to drive instruction, as designated by CPS; 4) train-the-trainer professional development sessions for appropriate CPS staff to continue to build capacity among CPS to deliver professional development; and 5) book kits that accompany assessments delivered to individual schools.

OUTCOMES: Consultant's services will result in an efficient, effective approach to administering early literacy assessments and reporting assessment data that will enable CPS teachers to provide targeted instructional interventions that will improve students' reading achievement. The services will provide: 1) immediate access to valid, reliable assessment data to be used specifically for the purpose of improving instruction enhancing student achievement; 2) decreased administration time by 50%, as compared to the paper-pencil method; 3) immediate feedback for instant results; 4) outlined goals and schedules for ongoing progress monitoring; 5) results on a secure, password-protected Web site that allows teachers to view, analyze, and manage data; 6) generated parent reports. This project will impact approximately 85,000 students in grades K-3; more than 2500 teachers, Area Reading Coaches, and Lead Literacy Teachers; 457 principals; 17 AIOs; and appropriate central office staff.

COMPENSATION: Consultant shall be paid all software subscription fees, to be set out in the agreement, prior to September 6, 2006. Professional development services will be paid upon invoicing and payment will be processed according to the Board's normal course of business, at rates to be set out in the agreement. Book kits will be paid for upon ordering. Total compensation not to exceed \$1,300,000.00.

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 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 and 5% total WBE.

However, the Waiver Review Committee recommends that a partial 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.

The Vendor has identified and scheduled the following companies:

Total WBE – 5%
CSC – Julex Learning
1613 South Michigan Avenue
Chicago, Illinois 60616
certified through 06/01/2006

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

FINANCIAL: Various department costs to be determined by each individual department upon selection of program participation.

Fiscal Year: 2007

Source of Funds: Various

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.

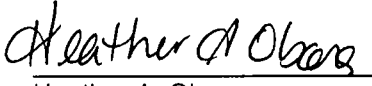
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

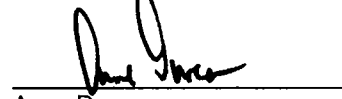
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



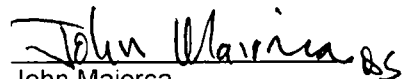
Heather A. Obora
Chief Purchasing Officer

Approved:



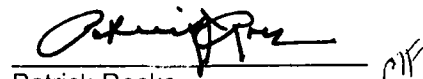
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form:



Patrick Rocks
General Counsel