

**APPROVE ENTERING INTO AN AGREEMENT WITH  
EDUCATIONAL TESTING SERVICES FOR THE PURCHASE OF  
TEST MATERIALS AND RELATED SERVICES**

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

Approve entering into an agreement with Educational Testing Service for the purchase of test materials and related services for the Office of Instructional Design and Assessment at a cost not to exceed \$2,000,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 5-4.1. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and 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.

**VENDOR:** Educational Testing Service  
317 SW Alder St. #1200  
Portland, OR 97204  
Contact: John Laramy  
Telephone No. (800) 480-3060  
Vendor # 18345

**USER:** Office of Instructional Design and Assessment  
125 South Clark Street, 5<sup>th</sup> Floor  
Chicago, IL 60603  
Xavier Botana  
Telephone No. (773) 553-5060

**TERM:** The term of this agreement shall commence on July 1, 2008 and shall end June 30, 2009. This agreement shall have no options to renew.

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

**SCOPE OF SERVICES:** Educational Testing Services will provide reading benchmark assessments, reading assessment related materials, and data reports at the classroom, grade, school, area and district levels.

**DELIVERABLES:** Educational Testing Service shall deliver their reading benchmark assessment test materials for grades 3-8. Delivery includes test books, answer sheets, custom reporting services, Pre-ID labels, and Pregridding. Vendor shall provide, at no additional cost, district profile summary reports for both tests and presentation packets. Area Instructional Officers shall receive area specific district profile summary reports and PDF versions of school profile summary reports. Vendor shall also provide psychometric services including equating and prediction studies.

**OUTCOMES:** The ETS reading benchmark assessment, which is aligned to the standards measured by the Illinois Standards Achievement Test, shall provide teachers and administrators with insights and tools to rapidly evaluate and guide classroom instruction over the course of a school year. The assessment shall provide benchmarks of student achievement so that administrators and teachers can target students who need intervention and additional resources.

**COMPENSATION:** Vendor shall be paid in accordance with the unit prices contained in the agreement; not to exceed the sum of \$2,000,000.00.

**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 the Office of Instructional Design and Assessment to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the participation goal provisions of the Program do not apply to transactions where the vendor providing services is a not-for-profit organization.

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

**FINANCIAL:**

Charge to Research, Evaluation, and Accountability: \$2,000,000.00

Budget Classification: TBD

Fiscal Year: 2009

Source of Funds: 115 General Education Fund

10835-115-Xxxxx-Xxxxxx-Xxxxxx-2009 \$2,000,000.00

**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 member 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

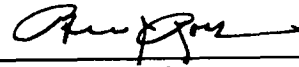
Approved:

  
Arne Duncan  
Chief Executive Officer

Within Appropriation:

  
Pedro Martinez  
Chief Financial Officer

Approved as to legal form: 

  
Patrick J. Rocks  
General Counsel