

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT
WITH WIRELESS GENERATION FOR CONSULTING SERVICES AND SOFTWARE LICENSES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with Wireless Generation (WG) to provide consulting service and software licenses to the Office of Literacy at a cost for the option period not to exceed \$2,800,000. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

CONSULTANT:

Wireless Generation
55 Washington Street, Suite 900
Brooklyn, IL 11201
(212) 213-8177
Contact: Gregory Gunn
Vendor # 12990

USER:

Chief Education Office
125 S. Clark Street
Chicago, IL 60603
Ann Whalen
(773) 553-1490

ORIGINAL AGREEMENT: The original Agreement authorized by Board Report 06-0524-PR11 in the amount of \$1,300,000.00 is for a term commencing June 1, 2006 and ending August 31, 2007, with the Board having two options to renew for periods of one year each. The first option to renew was authorized by Board Report 07-0725-PR18 in the amount of \$2,800,000.00 for a term commencing September 1, 2007 and ending August 31, 2008. The original agreement was awarded on a non-competitive basis based on Consultant's expertise and unique experience. Consultant holds an exclusive license to offer the scientifically-validated DIBELS assessment using handheld devices for administration.

OPTION PERIOD: The term of this agreement is being extended for 1 year commencing September 1, 2008 and ending August 31, 2009.

OPTION PERIODS REMAINING: There are no remaining options.

SCOPE OF SERVICES: Consultant will continue to provide 1) mCLASS platform software subscriptions for approximately 106,024 students, an increase of 21,024 subscriptions over the original agreement. mCLASS platform software enables all WG software tools and reporting database to be used for the 2007-2008 school year; 2) Dynamic Indicators of Basic Early Literacy Skills (DIBELS) software subscriptions for approximately 99,525 students, an increase of 14,525 over the original agreement; 3) Texas Primary Reading Inventory (TPRI) software subscriptions for 3,900 Reading First Students; 4) mClass Reading 3D software subscriptions for 99,525 students, an increase of 61,525 subscriptions over the original agreement; 5) Student and teacher 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 usernames 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 such as parent reports and reporting improvements; and 10) Any related services requested by the Chief Education Officer.

During the renewal period, Consultant will also provide: 1) mCLASS Reading software for 6,400 6th-8th grade students; and 2) Professional development in PDA and software use in mCLASS Reading.

DELIVERABLES: Consultant will continue to perform tasks detailed in the scope of services, such as: 1) Provide secure access (usernames and passwords) to the mCLASS web site at appropriate access levels for teachers, Literacy Coaches, Literacy Intervention Teachers, ARCs, AIOs, principals, and Central Office staff; 2) Deliver appropriate assessment software and updates to PDAs via PDA synchronization process; 3) Conduct professional development sessions for appropriate CPS staff in using software tools and using data to drive instruction, as designated by CPS; 4) Conduct train-the-trainer professional development sessions for appropriate CPS staff to continue to build capacity within CPS to deliver professional development; and 5) Provide necessary help-desk and technical support.

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; and 6) generated parent reports. This project will impact approximately 99,525 students in grades K-3; 6,400 students in grades 6-8; more than 5,529 teachers in grades K-3, 228 teachers in grades 6-8; Area Reading Coaches, Literacy Intervention Teachers, Literacy Coaches; 475 principals; AIOs; and appropriate Central Office staff.

COMPENSATION: Consultant shall be paid as set forth in the Agreement; as periodic invoices are submitted and verified, with the total amount not to exceed \$2, 800,000.00.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written renewal document. Authorize the President and Secretary to execute the renewal document. Authorize Chief Officer of Instructional Design and Assessment to execute all ancillary documents required to administer or effectuate this renewal document.

AFFIRMATIVE ACTION: The M/WBE goals for this contract include: 35% total MBE and 5% total WBE. However, the Office of Business Diversity recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Remedial Program be granted because the contract scope is not further divisible.

The Vendor has identified and scheduled the following firms and percentages:

Total MBE – 35%

All Printing and Graphics, Inc. (AA)

1812 West Roosevelt Road

Broadview, Illinois 60155

Contact: Hoyett Owens

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

FINANCIAL: Charged to the Office of Instructional Design and Assessment :

Fiscal Year: 2009

Source of Funds: 13705-332-54125-228120-430067

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.

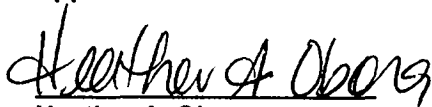
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their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

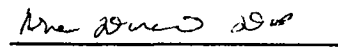
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Heather A. Obora
Chief Purchasing Officer

Approved:



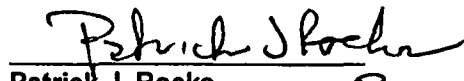
Arne Duncan
Chief Executive Officer

Within Appropriation:



Pedro Martinez
Chief Financial Officer

Approved as to legal form 



Patrick J. Rocks
General Counsel 