

**APPROVE EXERCISING THE THIRD AND FINAL OPTION TO RENEW THE AGREEMENT WITH ACT, INC. FOR THE PURCHASE OF TEST MATERIALS AND RELATED SERVICES**

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

Approve exercising the third and final option to renew the agreement with ACT, Inc for the purchase of test materials and related services for the Office of Research, Evaluation and Accountability at a cost for the option period not to exceed \$1,200,000.00. A written document exercising this third and final option is currently being negotiated. No payment shall be made to ACT during the renewal period prior to the execution of the written renewal document. The authority granted herein shall automatically rescind in the event a written renewal document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:**

1)  
Act, Inc.  
500 Act Drive, P.O. Box 168  
Iowa City, Ia 52243-0168  
George Schlott  
847-634-2560  
Vendor # 46875

**USER:**

Research, Evaluation & Accountability  
125 S Clark St - 11th Floor  
Chicago, IL 60603  
Ginger Reynolds  
773-553-2320

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 06-0628-PR39) in the amount of \$1,213,950.00 is for a term commencing September 1, 2006 and ending June 30, 2007, with the Board having three options to renew, each for a one year period. The first two options were combined and the agreement was extended (authorized by Board Report 07-0627-PR39) in the amount of \$2,745,550.00 for a term commencing July 1, 2007 and ending June 30, 2009. The original agreement was awarded on a non-competitive basis based on ACT's ability to deliver an education planning and assessment system.

**OPTION PERIOD:**

The term is being extended for one additional year commencing July 1, 2009 and ending June 30, 2010.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:DESCRIPTION OF PURCHASE:**

**Goods:** Educational and Assessment System consisting of Provider's PLAN and EXPLORE test materials for grades 8, 9, 10, and 11.

**Quantity:** as indicated in the renewal document.

**Unit Price:** as indicated in the renewal document.

**DESCRIPTION OF SERVICES:** Services to be provided by ACT during this renewal term include the following: (i) Program Management; (ii) Test Production, Distribution, Retrieval, Scanning and Scoring; (iii) Test Booklet and Pre-ID Student Label Production and Manufacturing; (iv) Pre-gridding; (v) Professional Development; (vi) Production and Distribution of Manuals; (vii) Custom Reporting Services; (viii) Consulting Services; and (ix) Administrative Activities.

**DELIVERABLES:**

Deliverables include ACT's PLAN and EXPLORE test materials, Pre-ID Student labels, Teacher Administration Manuals, and norms reports in quantities indicated in the renewal document.

**OUTCOMES:**

The educational and assessment system furnished by ACT during this renewal term will continue to provide a longitudinal, systematic approach to educational and career planning, assessment, instructional support, and evaluation. Academic progress will be monitored to ensure that each student is prepared to reach his/her post-high school goals. In addition, the academic information monitoring service furnished by ACT during this renewal term will provide teachers and administrators with a comprehensive analysis of their students' academic growth between grade levels.

**COMPENSATION:**

ACT will be paid as detailed in the renewal document; total compensation for this renewal term not to exceed \$1,200,000.00.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief of the Office of Research, Evaluation and Accountability to execute all ancillary documents required to administer or effectuate this renewal document.

**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 Citywide Research Accountability: \$1,200,000.00

Source of Funds: NCLB Title I Regular Fund and General Ed Fund

11290-115-53305-223012-000000-2010

11290-332-53305-228120-430072-2010

**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.

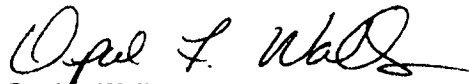
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



**Opal L. Walls**  
**Chief Purchasing Officer**

**Approved:**



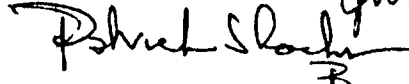
**Ron Huberman**  
**Chief Executive Officer**

Within Appropriation:



**PEDRO MARTINEZ**  
**Chief Financial Officer**

Approved as to Legal Form:



**PATRICK J. ROCKS**  
**General Counsel**