

**RATIFY ENTERING INTO AN AGREEMENT WITH GAINS EDUCATIONAL GROUP, LTD.  
FOR CONSULTING SERVICES (AREAS 21, 24, 25 AND 26)**

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

Ratify entering into an agreement with GAINS Education Group, LTD. to provide consulting services to Areas 21, 24, 25, and 26 at a cost not to exceed \$810,480.00. Consultant was selected on a non-competitive basis due to the unique service provided by consultant and previous work history with CPS. 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**CONSULTANT:** GAINS Education Group  
1699 East Woodfield Road, Suite 007A  
Schaumburg, IL 60173  
847-995-0403  
Tim Schaap, Ed.D.  
Vendor #: 69899

**USERS:** Area 21  
54 North Hermitage  
Chicago, IL 60612  
Sean Stalling, Chief Area Officer  
773-534-0721

Area 24  
11424 South Western  
Chicago, IL 60643  
Jerryelyn Jones, Chief Area Officer  
773-535-7543

Area 25  
4655 South Dearborn  
Chicago, IL 60609  
Rick Mills, Acting Chief Area Officer  
773-535-8631

Area 26  
3519 South Giles  
Chicago, IL 60653  
Rick Mills, Chief Area Officer  
773-534-9770

**TERM:** The term of this agreement shall commence on November 1, 2009 and shall end June 30, 2010. This agreement shall have 2 options to renew for periods of 12 months each.

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

**SCOPE OF SERVICES:** Areas 21, 24, 25, and 26 are planning to administer four interim assessments in each content area of reading, English, math, and science to 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> graders. Consultant will supply the scannable answer sheets.

**DELIVERABLES:** Consultant shall:

- Deliver scannable answer sheets
- Deliver interim assessments for duplication in the schools for students
- Deliver interim teacher keys for duplication in the schools for teachers
- Receive, data checking, scanning, and reporting
- Perform quality assurance on the data/reports
- Deliver the report series to the school

**OUTCOMES:** Consultant's services will result in:

- With the specific interim assessment reports, teachers and administrators will be able to identify those students and specific area that need to be addressed at the classroom and/or grade level
- With the individual student reports, teachers and students will be able to identify misconceptions, providing opportunities for re-teaching efforts

**COMPENSATION:** Consultant shall invoice CPS in two-month increments at pricing set forth in agreement, totaling \$810,480.00.

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

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The goals for this agreement are 5% MBE and 20% WBE participation. The Vendor has identified the following Independent Contractors to demonstrate compliance:

**Total MBE 5%**  
Lydia Indeck

**Total WBE 20%**  
Rosemary Jacot  
Heidi Jacot

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

**FINANCIAL:** Charge to Area 21: \$201,600.00 Fiscal Year: 2010  
Budget Classification: 05211-331-54105-223016-430101-2010  
Source of Funds: Title I Stimulus (Not online)

Charge to Area 24: \$221,600.00 Fiscal Year: 2010  
Budget Classification: 05241-331-54125-221068-430101-2010  
Source of Funds: Title I Stimulus (Not online)

Charge to Area 25: \$198,560.00 Fiscal Year: 2010  
Budget Classification: 05001-331-54125-223016-430101-2010  
Source of Funds: Title I Stimulus (Online)

Charge to Area 26: \$188,720.00 Fiscal Year: 2010  
Budget Classification: 05261-331-57940-221068-430101-2010  
Source of Funds: Title I Stimulus (Online)

**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.

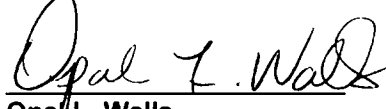
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



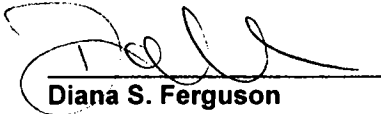
**Opal L. Walls**  
Chief Purchasing Officer

**Approved:**



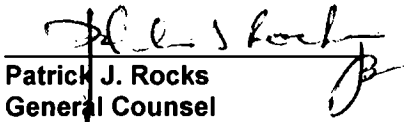
**Ron Huberman**  
Chief Executive Officer

**Within Appropriation:**



**Diana S. Ferguson**  
Chief Financial Officer

**Approved as to legal form:**



**Patrick J. Rocks**  
General Counsel