

**APPROVE ENTERING INTO AN AGREEMENT WITH ACHIEVE 3000, INC. FOR ELECTRONIC INSTRUCTIONAL TEXTS FOR USE IN READING AND LANGUAGE ARTS (RLA) CURRICULUM**

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

Approve entering into an agreement with Achieve 3000, Inc. for the purchase of professional development services for implementation of a more robust set of instructional supports for Chicago Public Schools - Office of Reading and Language Arts at a cost not to exceed \$200,000.00. Vendor was selected on a non-competitive basis because it is the only provider of the unique electronic instructional texts described below. A written agreement for this purchase is currently being negotiated. No goods or services 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.

This vendor was granted sole source status and selected on a non-competitive basis due to its unique combination of the following criteria: revised writing of current events news articles to match each student's individualized reading level while maintaining the same article style for all students; the ability of the teacher to organize the content lessons thematically; the delivery of the content through an enclosed email system; and the provision of parent and teacher extension materials. Our research discovered no other vendor offering this combination of product and service, and we confirmed that other large public school districts have contracted with this vendor on a sole source basis, including the State of Hawaii, Miami-Dade, New York City, the District of Columbia, and New Orleans.

**VENDOR:**

- 1) Vendor # 12499  
ACHIEVE 3000  
1091 RIVER AVENUE  
LAKEWOOD, NJ 08701  
Peter Saretsky  
732-367-5505

**USER:**

Citywide - Reading & Language Arts  
125 South Clark Street, 11th Floor  
Chicago, IL 60603

Contact : Paul Whitsitt  
Phone: 773-553-6418

**TERM:**

The term of this agreement shall commence on June 1, 2010 and shall end August 31, 2010.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

Achieve 3000 has offered its software licenses as a free pilot to cover the summer bridge use in 6th and 8th grades. Achieve 3000 will provide all related and necessary professional services to support summer bridge implementation as follows: training for all teachers who will be administering the program, site visits for training and implementation, oversight at all participating summer bridge sites, assessments and

evaluations services.

**OUTCOMES:**

This purchase will result in the successful implementation of the curriculum offered through the Office of Reading and Language Arts and provide differentiated supplemental Summer Bridge Support. This professional development will be provided to approximately 900 teachers. The Achieve 300, Inc. electronic instructional texts will enhance student achievement in writing, comprehension, word knowledge, and fluency.

**COMPENSATION:**

Vendor shall be paid based upon the deliverables for its role in the delivery of professional development services necessary for effective implementation. The total compensation payable to Vendor shall not exceed \$200,000.00.

**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 Director of Reading and Language Arts to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement include: 15% total MBE participation and 5% total WBE participation. However, the Waiver Review Committee recommends that a partial waiver of the WBE goal, as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted as the contract scope is not further divisible.

The Vendor has identified the following:

**Total MBE - 15%**

Technology Learning & Curriculum Design, Inc.  
8937 South Chappel Ave., #1405  
Chicago, Illinois 60617  
Contact: Lillian B. Kelly

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to: Supplemental Learning Support  
Amount: \$200,000.00  
Source of Funds: Title I - Stimulus (ARRA)  
Budget Classification: 11380-331-54125-160005-430094

**CFDA# :** Not Applicable

**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.

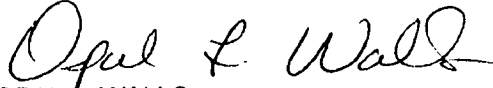
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



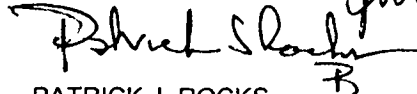
RON HUBERMAN  
Chief Executive Officer

Within Appropriation:



DIANA S. FERGUSON  
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS  
General Counsel