

**APPROVE ENTERING INTO AN AGREEMENT WITH WIRELESS GENERATION FOR THE  
PURCHASE OF EARLY LITERACY ASSESSMENT SERVICES**

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

Approve entering into an agreement with Wireless Generation to provide Early Literacy Assessment Services to the Department of Student Assessment at a total cost not to exceed \$3,000,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to 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.

Specification Number : 12-250010

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-2280

**VENDOR:**

- 1) Vendor # 12990  
WIRELESS GENERATION, INC.  
55 WASHINGTON ST., STE 900  
BROOKLYN, NY 11201-1071  
Patrick Smith  
212 796-2204

**USER INFORMATION:**

Contact: 11210 - Assessment  
125 S Clark Street, 11th Floor  
Chicago, IL 60603  
Deuser, Mr. Michael K.  
773-553-2419

**TERM:**

The term of this agreement shall commence on July 1, 2012 and shall end June 30, 2013. This agreement shall have three options to renew for periods of one year each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Vendor will provide the following services as described in the agreement and scope of services:

**Assessments:** Reliable, valid, research-based screening, diagnostic, and progress monitoring assessment tools.

**Assessment Administration:** The capacity for the Board-defined number of schools to administer the assessment.

**Professional Development:** All necessary professional development to meet the needs of the Board-defined number of schools to implement this system of screening, diagnostic, and progress monitoring assessments or methods.

**Technology, Data Collection, and Reporting:** Vendor will house all associated data and reporting systems. Data reports housed by vendor will be accessible by the Board. Vendor will provide all raw assessment data to Board in formats compatible with the Board's data systems.

**Integrated Program of Assessment and Instruction:** Vendor will work with Board and its partners (potentially including curriculum publishers) to identify and develop intervention strategies using supported instructional materials.

**Project Management and Personnel Requirement:** Vendor will submit a project plan that outlines how it will address all aspects of the project implementation period. Vendor will adhere to Board project management guidelines and expectations including, but not limited to: providing a project manager; participating in periodic status meetings; providing periodic status reports based on project metrics defined by the Board; providing regular financial updates; and responding to issues in a timely manner.

**DELIVERABLES:**

Vendor will provide reliable, valid, research based screening, diagnostic, and progress monitoring assessment tools, literacy assessment delivery system, professional development, data reports, and alignment of intervention strategies to Board-recommended curricular materials.

**OUTCOMES:**

This purchase will enable CPS teachers to develop a system for early instruction and/or intervention to prevent failure in later grades, ensuring that students entering grade 3 have the knowledge and skills to be successful and to ensure that students are on-track in every grade. The vendor's services will result in CPS having: 1) the ability to administer the assessment to the Board-defined number of students; 2) access to valid, reliable assessment data to be used specifically for the purpose of improving instruction and enhancing student achievement; 3) assessment results on a secure, password-protected website that allows teachers and administrators to view, analyze, and manage data; and, 4) appropriate professional development to both administer the assessment and use the resulting data to drive instruction. The project will impact approximately 90,000 students in grades K-2, 4,750 teachers, 475 principals and all associated network and central office staff.

**COMPENSATION:**

Vendor shall be paid in accordance with the prices specified in the written agreement; total not to exceed the sum of \$3,000,000.00.

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

**AFFIRMATIVE ACTION:**

This agreement 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 MBE/WBE goals for this agreement include: 15% total MBE and 5% total WBE participation.

The Vendor has identified the following participation:

**Total MBE - 15%**

Diana Garza  
21934 Pelican Creek  
San Antonio, TX 78258

Thelma Marichalar  
123 Palo Pinto Street  
San Antonio, TX 78232

**Total WBE - 5%**  
Briljent LLC  
7615 W. Jefferson  
Fort Wayne, IN 46804  
Contact: Lisa Harris

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Citywide Student Assessment: \$3,000,000.00  
FY2013 funding is contingent upon budget appropriation and approval.  
Grant numbers may change for FY2013

11210-332-53405-223014-430125-2013                      \$3,000,000.00

**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 May 25, 2011 (11-0525-PO2), 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:



**SÉBASTIEN de LONGEAUX**  
Chief Procurement Officer

Approved:



**JÉAN-CLAUDE BRIZARD**  
Chief Executive Officer

Within Appropriation:



**DAVID G. WATKINS**  
Chief Financial Officer

Approved as to Legal Form:



**PATRICK J. ROCKS**  
General Counsel