# APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH WIRELESS GENERATION FOR THE PURCHASE OF EARLY LITERACY ASSESSMENT SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Wireless Generation to provide Early Literacy Assessment Services to the Department of Student Assessment at a total cost for the option period not to exceed \$2,500,000.00. Vendor was selected on a competetive basis persuant to Board Rule 7-2. A written document exercising this option is currently being negotiated. No payment shall be made to Wireless Generation during the option period prior to 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.

# **VENDOR:**

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

## **USER INFORMATION:**

#### Contact:

16050 - Accountability

125 S. Clark Street

Chicago, IL 60603

Barker, Mr. John R.

773 553-2560

# **ORIGINAL AGREEMENT:**

The original Agreement authorized by Board Report 12-0523-PR3 in the amount of \$3,000,000.00 is for a term commencing July 1, 2012 and ending June 30, 2013, with the Board having three (3) options to renew for periods of one (1) year each. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for an additional one-year period commencing July 1, 2013 and ending June 30, 2014.

## **OPTION PERIODS REMAINING:**

There are two (2) option periods remaining for a period of one (1) year each.

# **SCOPE OF SERVICES:**

Vendor will continue to 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 for students in kindergarten through grade 2.

**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 assessment 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 Requirements:** 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 continue to 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.

#### **COMPENSATION:**

Vendor shall be paid during this option period in accordance with the prices specified in the written agreement; total not to exceed the sum of \$2,500,000.00.

## **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 Accountability Officer to execute all ancillary documents required to administer or effectuate this option 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:

Fund 332, All Units, \$2,500,000.00 in FY14

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:

BARBARA BYRD-BENNETT Chief Executive Officer

Approved as to Legal For

JAMES L. BEBLEY General Counsel