

**AUTHORIZE A NEW AGREEMENT WITH HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY FOR THE PURCHASE OF TEST MATERIALS AND RELATED SERVICES**

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

Authorize a new agreement with Houghton Mifflin Harcourt Publishing Company to provide selective enrollment test materials and related services to the Office of Accountability at an estimated annual cost set forth in the Compensation Section of this report. 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 the execution of their 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 : 15-350042

Contract Administrator : Gromadzka, Ms. Justyna / 773-553-2273

**VENDOR:**

- 1) Vendor # 13240  
HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY  
222 BERKELEY STREET  
BOSTON, MA 02116  
Cathy Lawrence  
617 351-5000

Ownership: Publicly Traded

**USER INFORMATION :**

Contact:

16050 - Accountability  
  
42 West Madison Street  
  
Chicago, IL 60602  
  
Barker, Mr. John R.  
  
773 553-2560

**TERM:**

The term of this agreement shall commence on September 1, 2015 and shall end August 31, 2017. This agreement shall have three (3) options to renew for periods of two (2) years each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

The vendor shall provide tests, pre-ID labels, answer sheets and custom reporting services for Selective Enrollment Elementary Schools (SEES), pre-kindergarten through seventh grades, and the

Comprehensive Gifted Program (CGP). The vendor shall also provide answer sheets, test books, and customized reporting services for Selective Enrollment High Schools (SEHS).

**DELIVERABLES:**

The vendor shall provide the Office of Accountability with tests, pre-ID labels, and customized reporting services during the SEES, SEHS, and CGP application season.

**OUTCOMES:**

This purchase will result in identifying students for Selective Enrollment Elementary Schools, Selective Enrollment High Schools, and the Comprehensive Gifted Program.

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; Estimated annual costs for the two (2) year term are set forth below:

\$406,290, FY 16

\$324,609, FY 17

**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 of Accountability to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Vendor agrees to comply with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts by working with the Office of Business Diversity to identify areas where compliance can be achieved. Subcontractors scheduled to comply with the 25% MBE and 5% WBE goal will be documented once identified.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115

Office of Accountability, 16050

\$406,290, FY16

\$324,609, FY17

Not to exceed \$730,898 for the two (2) year term

Future year funding is contingent upon budget appropriation and approval.

**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:



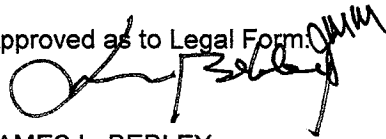
SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



FORREST CLAYPOOL  
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY  
General Counsel