AUTHORIZE A NEW AGREEMENT WITH NWEA FOR STUDENT ASSESSMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with NWEA to provide a computer based adaptive assessment tool, implementation services, professional development services, technical support, data integration, and reporting services to The Office of Teaching and Learning at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis: the single-source request was presented to the Non-Competitive Procurement Review Committee and approved by Chief Procurement Officer. 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.

Contract Administrator:

Hayes, Ms. Deirdre N / 773-553-3226

VENDOR:

1) Vendor # 43763 NWEA 121 NW EVERETT STREET PORTLAND, OR 97209

> GERI COHEN 503 624-1951

Ownership: Not For Profit

USER INFORMATION:

PM Contact:

11210 - Assessment

42 West Madison Street

Chicago, IL 60602

Leonard, Mr. Peter J.

773-553-2416

TERM:

The term of this agreement shall commence on July 1, 2018 and shall end June 30, 2019. This agreement shall have two (2) options to renew for periods of one (1) 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 assessments, reporting tools, professional development, consulting services, and implementation support for computer based adaptive assessments that will provide data that can be used

to improve instruction and measure growth in student learning. Additional services provided may include, but are not necessarily limited to, technical support, project management, and problem resolution, training, technology support and guidance from content and measurements experts. These programs serve students in grade 2 through grade 8.

DELIVERABLES:

Vendor will install and manage the assessment system at all participating schools and will train all Board identified users in the administration and use of the assessments.

OUTCOMES:

Vendor services will result in the Board having the ability to administer multiple assessments per year in reading, mathematics, and science, and will be able to accurately measure growth in student learning on the basis of these administrations. Performance measures may include, but are not necessarily limited to:

- 1) Percent of project milestones met
- 2) Percent of teachers administering the assessment
- 3) Utilization rate of reports
- 4) Rate of user satisfaction

COMPENSATION:

Vendor shall be paid as follows:

Compensation for the initial 11-month term shall not exceed \$2,200,000.

FY19: July 1, 2018 - June 30, 2019

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 of Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), there were no M/WBE goals set for this agreement because not-for-profit organizations are exempt.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115

Department of Student Assessment, Unit 11210

Total spending for the initial 11 month term shall not exceed \$2,200,000 FY19

Future year funding in 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:

JONATHAN MAPLES
Chief Procurement Officer

Approved:

JANICE K. JACKSON Chief Executive Officer

Approved as to Legal Form

JOSEPH T. MORIAF General Counsel