

**AMEND BOARD REPORT 17-0524-PR3**  
**AUTHORIZE A NEW AGREEMENT WITH CREATIVE LEARNING SYSTEMS, LLC FOR STEM SMARTLAB LEARNING ENVIRONMENT SERVICES**

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

Authorize a new agreement with Creative Learning Systems LLC to provide STEM Innovation Lab maintenance support for twelve (12) STEM Initiative Elementary schools and investment for two (2) new schools for a ~~three~~ two year term at estimated annual costs set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on April 4, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on April 4, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the May 24, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurement and the Board's Single/Sole Source Committee Charter. 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 amended Board Report. Information pertinent to this agreement is stated below.

This May 2018 amendment is necessary to: i) revise the start date from July 1, 2017 to June 1, 2018 and ii) increase the not to exceed amount from \$565,000 to \$1,000,000.

Contract Administrator : Hayes, Ms. Deirdre N / 773-553-3226

**VENDOR:**

- 1) Vendor # 22843  
 CREATIVE LEARNING SYSTEMS LLC  
 1140 BOSTON AVE UNIT 2  
 LONGMONT, CO 80501  
 Shelley Nault  
 800 458-2880

Ownership: C-L-S Acquisition, Llc-53%;  
 Virtuality Holdings, Inc-43%; Exmarq-4%

**USER INFORMATION :**

Project 10871 - Science, Technology, Engineering, and Math (STEM)  
 Manager: programs  
42 W Madison  
Chicago, IL 60602  
Mahon, Mrs. Jessica Lynn  
773-553-6422

**TERM:**

The term of this agreement shall commence on ~~July 1, 2017~~ June 1, 2018 and shall end June 30, 2020. This agreement shall have no options to renew.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Vendor shall provide the SmartLab Learning Environment, an integrated, customizable technology & instructional learning lab in up to fourteen (14) elementary schools. The Smart Lab allows for personalized learning through applied technology, project-based learning engagements across a variety of STEM-related fields, including: Engineering, Robotics, Alternative and Renewable Energy, Structures, Multimedia, Science and Data Acquisition. Each CLS SmartLab environment will have Learning Launcher Curriculum with supportive kits and resources for a thirty (30) student course offering for five periods/day.

Vendor will provide the following products and services: curriculum, assessment system, materials, select equipment, construction kits, and software, professional development, modified installation and technical support.

**DELIVERABLES:**

Vendor will provide the following deliverables for the STEM Innovation Lab:

Design, Implementation, & Integration

- SmartLab system design, consulting, and planning services; including specific facility requirements
- Network consultative services and coordination with selected wiring contractor
- Setup, testing and configuration of all hardware, equipment, computers, software, and printers to be used within the SmartLab
- Coordination of all school owned software within the SmartLab environment
- Imaging of all SmartLab client workstations and servers for easy recovery
- SmartLab Media Systems/Integration Services
- Advanced Exploration Collection
- Computer Control Monitoring System

Curriculum, Kits, & Resources

- Creative Learning Systems Learning Launcher Curriculum with supportive kits and resources for a 30 student course offering
- Creative Learning Systems ePortfolio Assessment System
- Construction Set Storage System with Replacement Construction Sets for Each Class Period
- All equipment, storage systems, kits, apparatus, libraries, curriculum and software described in the following sections.

Professional Development and Support

SmartLab professional development is provided through onsite instruction by a Vendor specialist and all ongoing support is also provided directly by Vendor. Schools are encouraged to include additional staff members in the initial training and orientation, at no added cost to help increase awareness and practice of the "student centered" learning approach throughout the school. Professional development for modules-based programs is typically specified as group instruction at a vendor location. Support is typically provided by area sales representatives.

- Four days of onsite professional development and technical training
- Advanced Facilitator Development Conference Tuition Slot
- Technical and Pedagogical support available via toll-free 800 number
- Curriculum and Support Agreement (CSA) \$4,000 per school per year:
  - Access to hosted Learning Launcher Curriculum including all available updates and additions
  - Access to hosted Facilitator Resources including all available updates and additions
  - Up to four days additional onsite professional development in the event of facilitator turnover
  - Unlimited telephone and online technical & pedagogical support

- Discounted rate for onsite technical support and/or additional professional development
- Discounted tuition for future Advanced Facilitator Development Conference (AFDC)
- Up to \$1,000 per year in enhancement and replacement parts from the SmartLab catalog

**OUTCOMES:**

Vendor's services will result in:

- Students will develop foundational technology skills in mechanics and structures, robotics, circuitry, science and data acquisition, computer graphics, and publishing and multimedia.
- Students will have hands-on learning experiences that develop and strengthen key 21st Century skills of critical thinking, communications, creativity, and collaboration.
- Students will have increased awareness and exposure to STEM careers
- Teachers will develop and engage in pedagogical strategies to support STEM-focused instructional approaches including student-centered, collaborative learning and authentic performance assessments.

**COMPENSATION:**

Vendor shall be paid as specified in the agreement; Estimated annual costs for the term are set forth below:

~~\$290,000~~ \$400,000 FY18  
~~\$210,000~~ \$300,000 FY19  
~~\$65,000~~ \$300,000 FY20

**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 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 (M/WBE Program), this contract is not further divisible and there are no MWBE goals for proprietary software curriculum contracts.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115

~~College and Career Success, Teaching and Learning - STEM. 10871~~

~~\$290,000~~ \$400,000 FY18  
~~\$210,000~~ \$300,000 FY19  
~~\$65,000~~ \$300,000 FY20

Not to exceed ~~\$565,000~~ \$1,000,000 for the ~~three~~ two 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.

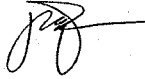
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

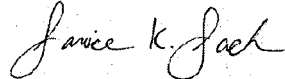
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



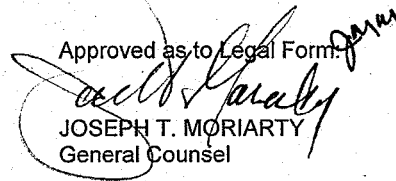
JONATHAN MAPLES  
Chief Procurement Officer

Approved:



JANICE K. JACKSON  
Chief Executive Officer

Approved as to Legal Form:



JOSEPH T. MORIARTY  
General Counsel