AMEND BOARD REPORT 08-0602-PR32 AMEND BOARD REPORT 07-0627-PR18 AMEND BOARD REPORT 06-0426-PR20 AMEND BOARD REPORT 06-0125-PR17 APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS CONSULTANTS FOR DEVELOPMENT OF SUPPORT FOR INSTRUCTION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Consultants to provide consulting services to the Office of the Chief Executive Officer in order to create a more robust set of instructional supports for Chicago Public Schools at a total cost not to exceed \$44,030,000 \$45,641,246. The Consultants were selected on a competitive basis in accordance with Board Rule 5-4.1 pursuant to a duly advertised Request for Proposal (Specification No. 05-250049). Written agreements for each Consultant's services are currently being negotiated. No services shall be provided and no payment shall be made to any Consultant prior to the execution of such Consultant's written agreement. The authority granted herein shall automatically rescind as to each Consultant in the event a written agreement for such Consultant is not executed within 120 days of the date of this Board Report. Information pertinent to these agreements is stated below.

The Board report is being submitted to amend the contract terms and the maximum compensation amount. The ending date of the contract terms will be amended from July 31, 2006 to June 30, 2009. The maximum compensation amount paid to vendors will be amended from \$4,500,000 to \$20,000,000. The existing 4,500,000 approval was to be used for work to be performed between January 30, 2006 and September 2006. The current request extends the work through June 30, 2007.

This June 2007 amended Board report is necessary to i) amend the agreements to incorporate Scope of Services for the school year 2007 – 2008; ii) increase the compensation amount by \$6,030,000 for the period July 1, 2007 through June 30, 2008; and iii) delete Type 3 Management reference as those responsibilities are being executed by Chicago Public Schools.

This May 2008 amended Board report is necessary to j) amend the agreements to incorporate Scope of Services for the school year 2008-2009; ii) increase the compensation amount by \$18,000,000 for the period July 1, 2008 through June 30, 2009; iii) amend the ending date of the contract term for the Type II Consultant from June 30, 2009 to June 30, 2010; iv) amend the Type II Consultant options to renew from 2 options for a period of 24 months each to 1 option for a period of 24 months; and v) add to the Type I Mathematics consultants' deliverables support for the 9th grade Algebra course in participating 8th grade classrooms.

This April 2009 amended Board report is necessary to i) increase the Type II Consultant compensation amount by \$1,611,246; ii) amend the ending date of the contract term for the Type II Consultant from June 30, 2010 to June 30, 2009 iii) amend the Type II Consultant scope of services for FY09. A written amendment to the agreement with the Type II Consultant, AIR is required. The authority granted herein shall automatically rescind in the event an amendment to the agreement with AIR is not executed within 60 days of the date of this amended Board Report.

SPECIFICATION NO: 05-250049

CONSULTANTS:

1. Kaplan, Inc. -Type 1: English A, Math C

888 Seventh Avenue New York, NY 10106 Contact: Phil Vlahakis Phone #: 212-707-5267 Vendor #: 19955 2. America's Choice, Inc. - Type 1: English C 555 13th Street, NW (Suite 500 West) Washington, DC 20004

Contact: Jason Dougal Phone #: 202-783-3668

Vendor #: 92035

3. Agile Mind Edu. Holdings, Inc. - Type 1: Math A

1100 S. Main St. (Suite 101) Grapevine, TX 76051 Contact: Greg McFarland Phone #: 866-284-4655 Vendor #: 38920

5. Loyola Univ. Chicago - Type 1: Science A

6525 N. Sheridan Rd. Chicago, IL 60626 Contact: David Slavsky Phone #: 773-508-8352 Vendor #: 14852

7. Northwestern University - Type 1: Science C

633 Clark Street Evanston, IL 60208 Contact: Susan Ross Phone #: 847-491-3003 Vendor #: 49090

Contact: Joseph Goins

4. Carnegie Learning, Inc. - Type 1: Math B

1200 Penn Avenue Pittsburgh, PA 15222 Phone #: 412-690-2442 Vendor #: 31207

6. IL Institute of Technology - Type 1: Science B

3300 S. Federal Street (MB301)

Chicago, IL 60616

Contact: Domenica Pappas Phone #: 312-567-3035 Vendor #: 26500

8. American Institutes for Research (AIR) - Type 2: Assessment

1000 Thomas Jefferson Street, NW

Washington, DC 20007 Contact: Thomas Jesulaitis Phone #: 202-403-5000

Vendor #: 68697

USER: Office of the CEO-Ron Huberman Arne-Duncan

> Chicago Public Schools 125 S. Clark Street. Chicago, IL 60603

Contacts: Dr. Allan Alson (773-553-1226)

Michael Lach (773-553-3386)

Rukiya Curvey Johnson (773-553-2923)

TERM: The term of each Type I Consultant agreement shall commence on January 30, 2006 and shall end on June 30, 2009. The term of each Type II Consultant agreement shall commence on January 30, 2006 and shall end on June 30, 2010 June 30, 2009. The Type I agreements shall have 2 options to renew for a period of 24 months (or 2 school years) and the Type II agreement shall have 4.2 options to renew for a period of 24 months, the cost of which will be determined at the time of renewal.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate each agreement with thirty (30) days written notice.

SCOPE OF SERVICES: Consultants shall provide professional services to the Board to implement the Board's Development of Support for Instruction Services. The professional services will focus on building capacity for powerful classroom instruction in our low-performing high schools. The strategy places teacher improvement at the center and builds a holistic "Instructional Development System" (IDS) that is focused on specific course tools and facilitated by expert, flexible coaching.

The goal of the specific course tools is to give teachers the concrete structure and materials they need in order to put most of their energy into working effectively with students, and to enable teams of teachers working on the same course plan to do concrete and effective lesson study together. The goal of facilitation by expert and flexible coaches is to enable a highly targeted teacher development process that responds to needs in specific classroom situations and recognizes the localized human development aspects of instructional improvement. At a school leadership level, the overarching support mechanism that an IDS provides will carefully integrate with department chairs, administrators and principals so that their capabilities and interactions strengthen and the balance of external support at the school can decrease over a three to five year period.

To build and implement this system of IDS networks quickly and expertly, Consultants will be partners for two (2) types of intensive, ongoing 3rd party help. Type 1 Consultants will provide services for IDS Development and Implementation in English, Mathematics, and/or Science as indicated above. The Type 2 Consultant will provide services for Assessment Development and Management. A full description for the scope of service for each Type is available in the RFP document. The following section summarizes the scope of service for each proposal type:

Each **Type 1** Consultant will be responsible for the development and implementation of the IDS approaches and networks for their subject area: English, Mathematics, or Science. Each Type 1 Consultant will be held accountable for implementing the following scope of work, for their specific IDS, in close coordination with CPS:

- A vertically aligned sequence of courses: The Type 1 Consultant will create a pathway that is designed holistically to ensure long-term student achievement as measured by the PSAE; each IDS will take a meaningfully distinct and intentional instructional approach that may differ in content and skill sequencing from another IDS in that subject area.
- Course planning infrastructure: The Type 1 Consultant will also create planning guides that provide appropriate unit and lesson structure with annotation to support best-practice instruction, including instructional materials and equipment; should "tell the story" of each course and drive an effective balance of content coverage and deep cognitive skill development. The instructional materials and equipment to support the IDS will be presented for Board approval at a later time and will be purchased in advance of implementation.
- Assessments dedicated to each course: The Type 1 Consultant is responsible for assessments
 carefully check for course-level skills and content, and include expert alignment to PSAE testing
 coverage and methods; summative pre-test, semester, and final exams, as well as unit tests
 designed to help guide instruction and course planning.
- Intensive, low-ratio, classroom-based coaching: The Type 1 Consultant will ensure that coaches are high-quality teacher developers with subject and IDS-specific content knowledge, instruction expertise, and great leadership skills. Type 1 Consultants will be responsible for developing a new coaching model during the 2005-06 development year, and implementing it during the first 2006-07 implementation year. The new coaching model will include design specifications for coach interactions with teachers and an organizational infrastructure to manage their growth. This new coaching model will then be ramped up during the second and third implementation years.
- Concrete professional development seminar: The Type 1 Consultant will offer seminars that are a year-long series of sessions developed for each IDS course, specific and dedicated to concrete course requirements and issues. Sessions and workshops should serve concrete "next week, next month" needs for teachers, and link effectively to the coaching process.
- Networking opportunities: The Type 1 Consultant will create teacher networks that thrive within schools, online and across schools using the IDS, to build effective connections, provide leadership opportunities, and develop an exciting professional environment for teachers. These networks should play a key best-practice brokering role as well.

The **Type 2** Consultant will be responsible for scientifically sound development of both summative course and formative unit assessments, and for the ongoing testing infrastructure needed to support the IDS networks. The Type 2 Consultant will be held accountable for implementing the following scope of work in close coordination with CPS: In addition, Type 2 Consultant will develop new test items, expand the embedded field testing (EFT).

and develop and administer additional EFT forms. The Consultant will also script and record an Audio CD for each summative assessment, the Grade 8 Algebra Exit Exams, and field test administrations.

- Assessment accuracy and alignment: The Type 2 Consultant will be responsible for the overall scientific accuracy, alignment, uniformity and portability of each IDS testing system. They will be asked to collaborate closely with CPS assessment leadership and each IDS team to ensure the following characteristics of the tests: alignment to standards, scientific validity, and uniformity and portability.
- Management of production and implementation: The Type 2 Consultant will build and manage a technology-based infrastructure for the ongoing production, delivery, and logistical aspects of assessment implementation, including scoring, data management and reporting for summative tests. This work will include both management tools and automated reporting tools.
- IDS program evaluation: The Type 2 Consultant will provide ongoing formative evaluation tools for use by IDS teams as they implement and refine their programs, as well as establish a strategy and process for appropriate long-term summative evaluation of the effects of IDS designs on both students and teachers. The formative work should be ongoing and fluid, providing processes for communicating test results with IDS teams and CPS leadership so they can revisit and adjust specific curriculum, model lessons, professional development, and coaching practices to maximize the potential of the work.

DELIVERABLES: Consultants will provide services to build IDS support for 9th, 10th, and 11th grade courses in English, Mathematics, and Science. In addition, Type I Mathematics consultants will provide services to support the 9th grade Algebra course in participating 8th grade classrooms. For each subject area, Consultants will build and offer schools support options that adhere to common three-year learning standards, but differ meaningfully in their instructional approach and design. Our goal is to enable schools to make a reasonably flexible choice of approaches to match their local school vision and focus.

After a stakeholder-invested development process during the 2005-06 school year, IDS support will be made available to approximately 15 schools, starting with the 9th grade courses, for use during the 2006-07 school year. The implementation ramp-up in the following years will add subsequent grade level courses at the same schools, and will add new sets of implementing schools at the 9th grade level. In total, as many as 50 or more schools will receive holistic IDS support by the 2008-09 school year.

Anticipated Ramp-Up Schedule

	2006-07	2007-08	2008-09
First Wave (≈15 schools)	9th Grade	9th and 10th Grades	9th, 10th, and 11th Grades
Second Wave (≈15 schools)		9th Grade	9th and 10th Grades
Third Wave (≈20 schools)			9th Grade

The various Type 1 Consultants will provide services to deliver IDS support to schools selecting their approach, according to the IDS implementation ramp above. The Type 2 Consultant will provide services to deliver the accompanying assessments tuned to each specific instructional approach.

OUTCOMES: Consultants' services and associated materials will support approximately 15 schools in 2006-07, 30 schools in 2007-08, and 50 schools in 2008-09 following the grade ramp detailed above. Coaching, professional development, and networking opportunities will also be provided to create relevant and differentiate teacher support. Moreover, course-relevant assessments embedded in each IDS will also be provided. All these outcomes will be coordinated by CPS administration to ensure short-term implementation success and long-term sustainability and improvement.

Consultants' services will result in an overall system picture of tightly managed and steadily strengthening networks of teachers who are developing their abilities and sharing their practice via the common tools and supports of the IDS that serves their subject area. With a growing set of high schools opting into IDS support, over time, CPS should see marked increases in instructional rigor and student engagement in the classroom. Success in this effort will be defined primarily by improvements in student achievement and attainment, as well as improvements in post-secondary outcomes for students and the professional school climate for teachers.

COMPENSATION: Consultants shall be paid based upon deliverables as stated in their respective agreements for their role in the development of support for instruction services, as well as a variable price based on the number of schools opting into each approach. Prices will vary significantly based on the type of consulting services to be provided (Type 1 or Type 2), as well as on the proposed methods by which to accomplish the work. The total compensation payable to all Consultants shall not exceed \$44,030,000 \$45,641,246 in the aggregate.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendments. Authorize the President and Secretary to execute the agreements and amendments. Authorize the Chief Executive Officer to execute memoranda of understanding. Authorize Chief Education Officer and the person designated by the Chief Executive Officer as Board Project Manger, to execute all other ancillary documents required to administer or effectuate the agreements and amendments.

AFFIRMATIVE ACTION: The M/WBE participation goals for the contract include: 26% total MBE and 5% total WBE.

Pursuant to Section 6.5 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation, the Per Contract and Category Goals method for the M/WBE participation will be utilized for the following consultants:

- 1) Agile Mind Edu. Holdings, Inc. Type 1: Math A
- 2) America's Choice, Inc. Type 1: English C
- 3) Carnegie Learning, Inc. Type 1: Math B
- 4) Kaplan, Inc. -Type 1: English A

Thus, contracts for above-mentioned consultants will be subject to compliance reviews. Compliance will be reported on a monthly basis by the consultants for the aforementioned goals.

Pursuant to Section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) the following consultants are exempt from review because the entities are not-for-profit organizations or universities:

- 1) American Institutes for Research (AIR) Type 2: Assessment
- 2) IL Institute of Technology Type 1: Science B
- 3) Loyola Univ. Chicago Type 1: Science A
- 4) Northwestern University Type 1: Science C

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Total amount not to exceed \$44,030,000 \$45,641,246. The total cost of the newly developed system of support will be funded through various grants. CPS expects to fund a significant portion of the one-time and transition costs of implementing the instructional support through outside funders. Budget Classification #:

Gates - 13732-124-54105-221243-000937 Local - 13732-115-54105-221243-00000 Title I - 13732-332-54105-221243-430078 SGSA - 13732-225-54105-221243-000703 Local - 13715-115-54125-221227-000000

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 June 23, 2004 (04-0623-PO4), 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:

Orol I Walls

Chief Purchasing Officer

Approved:

Ron Huberman

Chief Executive Officer

Within Appropriation:

Pedro Martinez

Chief Financial Officer

Approved as to legal forms

Patrick J. Rocks

General Counsel