## RATIFY EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH EDISONLEARNING, INC. FOR CONSULTING SERVICES (AREA 3)

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the option to renew the agreement with EdisonLearning, Inc. to provide consulting services to five Area 3 schools: Brunson, DePriest, Key, McNair, and Nash at a cost for the option period not to exceed \$165,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the 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.

**CONSULTANT:** EdisonLearning, Inc.

485 Lexington Avenue

2<sup>nd</sup> FL

New York, NY 10017 (212) 419-1600 Vendor # 68924

**USER:** Area 3 Office

1900 N. Austin

Annette Gurley, Chief Area Officer

(773) 535-5848

**ORIGINAL AGREEMENT:** The original Agreement (Board Report: 09-1216-PR24) in the amount of \$165,000.00 is for a term commencing July 1, 2009 and ending June 30, 2010, with the Board having 2 options to renew for a 1 year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:** The term of this agreement is being extended for 1 year commencing July 1, 2010 and ending June 30, 2011.

**OPTION PERIODS REMAINING:** There is 1 option period for 1 year remaining.

**SCOPE OF SERVICES:** Consultant shall continue to provide monthly Edison Benchmark Assessments in five schools, designated for restructuring under the No Child Left Behind Act (NCLB). Edison will work with schools and Area 3 staff to improve school-wide reading, language arts and math instruction through providing on-site support for school and area leaders totaling 5 days per month. Edison will conduct monthly meeting with school leadership teams and will work closely with the Chief Area Officer, principals and school staff in reviewing data, including results of Edison's formative assessment system. In addition, Edison will provide pedagogical support to administrators through two annual conferences.

## **DELIVERABLES:** Consultant will continue to:

- Provide monthly Edison Benchmark Assessments for five Area 3 schools
- Work with the CAO and principals to develop individual achievement plans
- Provide 5 days/month of on-site school support for classroom teachers and administrators at each school
- Facilitate monthly 1 hour meetings with CAO, Area Team and school principal to plan and discuss progress/challenges
- Provide ongoing support and coaching in the areas of reading, math and data analysis for lead teachers and other instructional staff
- Hold Edison Leadership Development Conferences to which participating Area 3 school administrators will be invited to attend
- Provide capability for online monthly Edison Benchmark assessments to be administered at Brunson, Key, McNair, Nash and DePriest

**OUTCOMES:** Consultant's services will result in (a) increased student achievement; (b) meet NCLB/State/CPS accountability requirements; (c) improve school leadership including school organization and fiscal management; (d) establish a student-centered learning climate; (e) provide effective professional development activities; (f) promote parent community partnerships.

**COMPENSATION:** Consultant shall be paid during this option period as periodic invoices are submitted, and verified with the total amount not to exceed \$165,000.

**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 Chief Area Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this contract is exempt from review because the nature of the services classify as a unique transaction.

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

FINANCIAL: Charge to DePriest Elementary School: \$33,000.00 Fiscal Year: 2010

Budget Classification: 26631-225-54125-223013-000703 (\$33,000)

Source of Funds: SGSA

Charge to McNair Elementary School: \$33,000.00 Fiscal Year: 2010

Budget Classification: 26301-225-54125-221235-000703 (\$28,000) 26301-332-54125-221235-430083 (\$5,000)

26301-332-34125-221235-4300 Source of Funds: SGSA (225) and

Charge to Brunson Elementary School: \$33,000.00 Fiscal Year: 2010

Budget Classification: 22491-332-54125-221235-430083 (\$20,000) 22491-225-54125-221235-000703 (\$13,000)

Charge to Key Elementary School: \$33,000,00 Fiscal Year: 2010

Budget Classification: 24001-332-54125-119045-430083

Charge to Nash Elementary School: \$33,000.00 Fiscal Year: 2010

Budget Classification: 24641-331-54125-223016-430101

## **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 member 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:** 

Opa L. Walls

**Chief Purchasing Officer** 

Within Appropriation:

Diana S. Ferguson
Chief Financial Officer

Approved as to legal form.

Patrick J. Rocks General Counsel Approved:

Ron Huberman

**Chief Executive Officer**