# AMEND BOARD REPORT 12-0222-PR3 APPROVE ENTERING INTO AN AGREEMENT WITH NORTHWEST EVALUATION ASSOCIATION FOR ADAPTIVE GROWTH ASSESSMENT

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Northwest Evaluation Association to provide a computer-based adaptive assessment tool, implementation services, professional development services, technical support, data integration and reporting services to the Department of Student Assessment at a total cost not to exceed \$5,000,000.00. 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 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 Board Report. Information pertinent to this agreement is stated below.

This January 2013 amendment is necessary to change the end date of the agreement from February 28, 2013 to June 30, 2013. A written amendment to the agreement is required. The authority granted herein will automatically rescind in the event that the written amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number: 11-250057

Contract Administrator: Escareno, Miss Masocorro / 773-553-2280

#### **VENDOR:**

1) Vendor # 43763
NORTHWEST EVALUATION
ASSOCIATION
121 NW EVERETT STREET
PORTLAND, OR 97209
Molly Held
503 624-1951

#### **USER INFORMATION:**

Project 11210 - Assessment

Manager: 125 S Clark Street, 11th Floor

Chicago, IL 80603 Deuser, Mr. Michael K.

773-553-2430

Project <u>10835 - Curriculum & Instruction Office</u>

Manager: 125 S Clark Street, 11th Floor

Chicago, IL 60603 Walter, Mrs. Teresa 773-553-5060

## TERM:

The term of this agreement shall commence on March 1, 2012 and shall end February 28, 2013 June 30, 2013. This agreement shall have three options to renew for periods of one year 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 a computer-based adaptive assessment that will provide data that can be used to improve instruction and measure student learning growth. 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 measurement experts.

**USE OF SOFTWARE:** The Board will use the software to administer multiple assessments each year in reading, mathematics, and science. Online student result reports will be immediately available upon the conclusion of testing. The system will provide web-based analytic and reporting tools that are easy to use and intuitive for users at all technical skill levels. Vendor will provide, and Board staff shall have access to, in-person and online professional development and training opportunities to learn the concepts and practices necessary to administer the assessment and apply its results to instruction.

## **DELIVERABLES:**

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

## **OUTCOMES:**

The Board will have the ability to administer multiple assessments per year in reading, mathematics and science, and to accurately measure student learning growth 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, and 4) percent of users satisfied with the system.

#### COMPENSATION:

Vendor shall be paid in accordance with the prices contained in the agreement; total not to exceed the sum of \$5,000,000.00.

#### **REIMBURSABLE EXPENSES:**

None

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Chief Instructional Officer of Instruction to execute all ancillary documents required to administer or effectuate this agreement.

## **AFFIRMATIVE ACTION:**

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are 15% total MBE and 5% total WBE participation.

The Vendor has identified the following:

Total MBE - 15%

Sierra Consulting Group, Inc. 4856 S. Champlain Ave., Suite 1N Chicago, IL 60615 Contact: Ray Harth, Jr. Total WBE - 5%

Victory Productions, Inc. 55 Linden Street Worcester, MA 01609 Contact: Raul Porras

DDI Teacher Consulting 24091 N. Quentin Rd. Lake Zurich, IL 60047 Contact: Mary Liebforth

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 115, Assessment, 11210, \$3,074,000 for a total not to exceed amount in FY13 Fund 324, Assessment, 11210, \$1,926,000 for a total not to exceed amount in FY13

Future year funding is contingent upon budget appropriation and approval.

Charge to City-Wide Office of Student Assessment \$5,000,000.00

Budget Classification: 54125-Professional and Technical Services Fiscal Years: 2012-2013:
FY13 funding is contingent upon budget appropriation and approval:

11210-115-54125-223013-000000-2013

\$5,000,000,00

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:

BARBARA BYRD-BENNETT Chief Executive Officer

Approved as to Legal Form!

JAMES L. BEBLEY General Counsel