

**RATIFY ENTERING INTO AN AGREEMENT WITH EDISONLEARNING, INC FOR CONSULTING SERVICES**

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

Ratify entering into an agreement with EdisonLearning, Inc. to provide consulting services to the Area 3 Office at a cost not to exceed \$165,000. These services were obtained without prior Board approval. Consultant was selected on a non-competitive basis due to their previous work and knowledge of the benchmark assessments. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to the 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.

**VENDOR:**

Vendor # 68924  
Edisonlearning, Inc  
485 Lexington Avenue 2nd Fl  
New York, Ny 10017  
Mary Stafford  
-

**USER:**

Area Elementary Instructional Office 3  
1900 North Austin Blvd, 3rd floor  
Chicago, IL 60639

Contact : Annette Gurley, Chief Area Officer

Phone: 773-535-5840  
Project Manager: Gerald Beimler, Data Analyst  
Phone: 773-553-5840

**TERM:**

The term of this agreement shall commence on July 1, 2009 and shall end June 30, 2010. The Board shall have two (2) options to renew this agreement for periods of one (1) year each.

**SCOPE OF SERVICES:**

EdisonLearning, Inc. will provide monthly Edison Benchmark Assessments in five schools, designated for restructuring under the No Child Left Behind Act (NCLB). Edison will work with school 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 meetings with school leadership teams, and will work closely with the chief area officer, principals, and school staffs in reviewing data, including results of Edison's formative assessment system. In addition, Edison will provide pedagogical support to administrators through two annual conferences (Fall Instructional Leadership Conference and Fall Edison Leadership Development Academy).

**DELIVERABLES:**

Work with the Chief Area Officer, and principals to develop individual achievement plans

Provide 5 days per month of support from Edison's Education Vice President, Reading or Math Specialists, or some combination thereof

Facilitate monthly administrator meetings

Facilitate weekly teacher leadership team meetings at each school

Provide ongoing support and coaching for lead teachers and other instructional staff, including modeling lessons, provided by Edison specialists

Hold Edison Leadership Development Conferences to which administrators will be invited to attend

Hold local or on-site training for DePriest's core content teachers in Edison's Formative Assessment System

**OUTCOMES:**

Consultant services will continue to increase student achievement, meet NCLB/State/CPS accountability requirements, improve school leadership including school organization and fiscal management, establish a student centered learning climate, provide effective professional development activities, and 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 agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Area Officer for Area 3 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, the M/WBE goals for this agreement include 15% total MBE and 5% total WBE. However, the Waiver Review Committee recommends a full waiver of the M/WBE goals be granted as the contract scope is not further divisible.

**LSC REVIEW:**

This action was approved by the LSC for each school respectively under their SIPAAA plans.

**FINANCIAL:**

Charge Area 3 office unit as noted for \$33,000 for FY10 (for Nash):

Charge to 4 school units as noted @ \$33,000 per school chosen in FY10 (Brunson, Key, McNair, and DePriest):

05031-331-54125-223016-430101-2010	\$33,000.00
26301-225-54125-221235-000703-2010	\$28,000.00
26301-332-54125-221235-430083-2010	\$5,000.00

24001-332-54125-119045-430083-2010	\$33,000.00
26631-225-54125-223016-000703-2010	\$33,000.00
22491-332-54125-221235-430083-2010	\$24,707.00
22491-225-54125-221235-000703-2010	\$8,293.00

**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 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:**

  
**Opal L. Walls**  
**Chief Purchasing Officer**

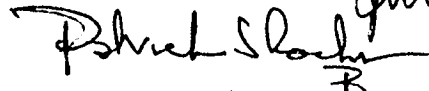
**Approved:**

  
**Ron Huberman**  
**Chief Executive Officer**

**Within Appropriation:**

  
**CHRISTINA HERZOG**  
**ACTING CHIEF FINANCIAL OFFICER**

**Approved as to Legal Form:**

  
**PATRICK J. ROCKS**  
**General Counsel**