

APPROVE EXTENDING THE AGREEMENT WITH NCS PEARSON, INC., AS SUCCESSOR-IN-INTEREST TO SCHOOLNET, INC., FOR THE PURCHASE OF GRADEBOOK MAINTENANCE AND SUPPORT SERVICES AND APPROVE THE ASSUMPTION BY NCS PEARSON, INC. OF THE ORIGINAL AGREEMENT WITH SCHOOLNET, INC.

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve extending the agreement with NCS Pearson, Inc., as successor-in-interest to Schoolnet, Inc., to provide software maintenance and support services to Information & Technology at a total cost for the extension period not to exceed \$924,500.00. This Board Report is also to approve the assumption by NCS Pearson, Inc. of the original agreement as previously renewed. NCS Pearson acquired all of the issued and outstanding common stock of Schoolnet, Inc. on or about April 25, 2011. Schoolnet, Inc. initially survived the merger and became a direct wholly-owned subsidiary of NCS Pearson, Inc. effective May 31, 2011. Subsequently Schoolnet, Inc. was merged with and into NCS Pearson, Inc. effective December 31, 2012, with NCS Pearson, Inc. being the surviving entity. A written extension and assumption agreement is currently being negotiated. No payment shall be made to NCS Pearson, Inc. during the extension period prior to 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 extension is stated below.

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-2280

VENDOR:

- 1) Vendor # 34595
NCS PEARSON, INC
3075 W RAY RD.
CHANDLER, AZ 85226
Keith Kostrzewski
847 865-1915

USER INFORMATION :

Contact:
12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Tidmarsh, Mr. Lachlan W.

773-553-1300

Project
Manager: 12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Gallagher, Mr. Patrick F.

773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #12-0328-PR19) in the amount of \$500,000.00 was for a term commencing March 29, 2012 and ending March 28, 2013, with the Board having one option to renew for a one year term. This agreement was further extended (authorized by Board Report #13-0403-PR7) in the amount of \$128,500.00 for a term commencing March 30, 2013 and ending June 30, 2013. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

EXTENSION PERIOD:

The term of this agreement is being extended for two years commencing July 1, 2013 and ending June 30, 2015.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor shall provide the following services and software licenses and support. Use of Software: GradeSpeed.Net release 4.55 and above, which includes software modules for Gradebook functions, the Parent Connection module, and the Student Connection module, will provide both CPS educators and the parent community at large with a real-time means of tracking student performance and proactively monitoring academic progress towards defined educational goals. The product will also provide educators with a means of performing grading related tasks irrespective of physical location. Existing Software Version: Vendor has provided the Board with a perpetual enterprise level license for GradeSpeed.Net release 4.55, which includes modules for Grading, Attendance, Student and Parent Portals (English/Spanish), and the custom CPS Rtl module. Software Upgrade: Vendor will provide maintenance and support for all major version upgrades, which include modules for Grading, Attendance, Student and Parent Portals (English/Spanish), curriculum tracking and increased standardized test and assessment data interoperability with other CPS systems. Vendor will provide any technical program corrections and enhancements that may develop during the term of this agreement as long as the Board's technical support fee is current. There are no third party licenses associated with this software. Any software upgrades must integrate seamlessly with the existing IMPACT modules with respect to sharing key student data, such as attendance, grades and disciplinary status. Gradebook must also provide parents with a means of actively monitoring academic performance for multiple children who are CPS students. Parent-side functionality must allow users to define student performance thresholds that initiate automated alerts via phone, email or text message.

DELIVERABLES:

Vendor will provide maintenance services and software upgrades for GradeSpeed for the school district. Vendor will provide maintenance which consists of program corrections and enhancements that Vendor may develop during the term of this agreement. Maintenance will also include any changes required by the Board as a result of new or modified State or Federal requirements regarding special education. Vendor will also provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following: Regular software updates and installers; Database cleanup and alter scripts (usually part of installers); Bug Fixes targeted

to highest priority defects; Updated user guides to accompany each release; Minor feature and functional enhancement; Performance Optimizations; Integration testing for embedded components; Software Testing; and Compatibility Testing (New OS, SOL Server, etc.). Additional Support: Vendor shall provide time and material support for custom CPS deliverables including portal text messaging, phase one response to intervention (Rtl) functions and all other new functions provided supporting business requirements and technical specifications are provided.

OUTCOMES:

The maintenance, support and software upgrades to the GradeSpeed.Net Software will result in providing both CPS educators and the parent community at large with a real-time means of tracking student performance and proactively monitoring academic progress towards defined educational goals. The product will also provide educators with a means of performing grading related tasks irrespective of physical location. Teachers will have: remote access for grading activities; support for Illinois standards based grading; a Gradebook that contains class period, assessment information and homework assignments; and proactive monitoring of student progress toward defined educational goals. Administrators will have: real-time monitoring of grades and attendance; analytic capacity to support performance management framework; increased integration with assessment and standardized test data; administrative access to teacher grade books at their location by extension; and tiered access for network and district personnel. Parents will have: online access to student progress reports and report cards; online access to student attendance and grades; automated notification of student performance based on parent defined thresholds; and increased collaboration and communication between parents and school staff. Students will have: an online, real-time means of tracking grades to date and means of downloading homework assignments.

COMPENSATION:

Vendor shall be paid a fee which includes maintenance, support and upgrades, and shall be paid for CPS text messaging customizations; total compensation for this extension period shall not exceed \$924,500.00

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE participation goals for this contract include: 35% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends a full waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted because the Chief Procurement Officer and the Non-Competitive Procurement Review Committee has deemed this contract as not further divisible, due to the unique nature of the services provided.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 115 or 230
Charge to: Information & Technology Services
Department Parent Unit: 12500
Grant Name: Not Applicable
FY14-15 \$924,500.00 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:



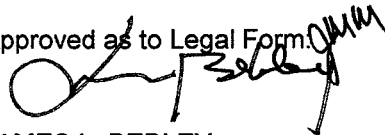
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY
General Counsel