

July 22, 2015

RATIFY EXTENSION OF THE AGREEMENT WITH NCS PEARSON, 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 ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify extension of the agreement with NCS Pearson, Inc. to provide software maintenance and support services to Information & Technology at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to NCS Pearson, Inc. during this extension period prior to execution of their 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 : Solomon, Mr. Alex M / 773-553-2280

VENDOR:

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

Ownership: Pn Holdings, Inc. - 100%
(Publicly Traded)

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services
42 West Madison Street
Chicago, IL 60602
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 was for a term commencing March 29, 2012 and ending March 28, 2013 with the Board having one (1) option to renew for a one (1) year term. This agreement was renewed (authorized by Board Report 13-0403-PR7) in the amount of \$128,500.00 for a three (3) month term commencing March 29, 2013 and ending June 30, 2013. This agreement was subsequently extended (authorized by Board Report 13-0626-PR35) for a term commencing July 1, 2013 and ending June 30, 2015. 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 (2) years commencing July 1, 2015 and ending June 30, 2017.

SCOPE OF SERVICES:

Vendor shall continue to provide the following services and software licenses and support. Use of Software: GradeSpeed.Net release 4.7 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 4.7.1.1, which includes modules for Grading, Attendance, Student and Parent Portals (English/Spanish).

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 Student Information Systems 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 continue to provide maintenance which consists of program corrections and enhancements that Vendor may develop during the term of this agreement. Vendor will also provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

- Existing software updates and installers
- Database cleanup and alter scripts (usually part of the installers)
- Bug Fixes targeted to highest priority defects
- Updated user guides to accompany each remaining release
- Performance Optimizations
- Software testing including: integration testing for embedded components and compatibility testing (New OS, SOL Server, etc.).

OUTCOMES:

Software support and existing software upgrades to the GradeSpeed.Net Software will result in providing both CPS educators and the parent community at large with 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. Finally, administrators can generate report cards and progress reports to specifications set by the Board without incident.

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 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. Total compensation for this extension period (two years) shall not exceed \$525,000.00

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 the Chief Information Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

AFFIRMATIVE ACTION:

Pursuant to section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this contract is exempt from review as the nature of the services qualify as a unique transaction.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, ITS, 12510

\$262,500.00, FY 15-16

\$262,500.00, FY 16-17

Not to exceed \$525,000.00 for the two (2) year term.

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:



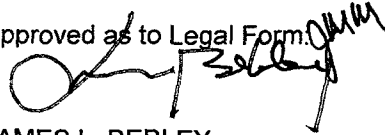
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved for Consideration:



TIMOTHY CAWLEY
Chief Administrative Officer

Approved as to Legal Form.



JAMES L. BEBLEY
General Counsel