

November 18, 2015

**AUTHORIZE A NEW AGREEMENT WITH FOLLETT SCHOOL SOLUTIONS, INC FOR STUDENT INFORMATION SYSTEM SOFTWARE, HOSTING, MAINTENANCE, AND SUPPORT SERVICES**

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

Authorize a new agreement with Follett School Solutions, Inc. to provide Student Information Systems Software, hosting, maintenance, and support services to the district at an estimated annual cost set forth in the Compensation Section of this report. This report is part of an overall, long-term, cost saving strategy for the Department of Information and Technology Services. The estimated cost savings to the District, if both options to renew are exercised, is \$2.4M. 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 the execution of their 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.

Specification Number : 14-250003

Contract Administrator : Pincombe, Ms. Charley C / 773-553-2280

**VENDOR:**

- 1) Vendor # 79776  
FOLLETT SCHOOL SOLUTIONS, INC  
1340 RIDGEVIEW DRIVE  
MCHENRY, IL 60050  
Kevin Hinds  
888 511-5114

Ownership: Follett School Solutions Holdings  
Inc.-Publicly Held, 100%

**USER INFORMATION :**

Project  
Manager: 12510 - Information & Technology Services  
  
42 West Madison Street  
  
Chicago, IL 60602  
  
Gallagher, Mr. Patrick F.  
  
773-553-1300

**TERM:**

The term of this agreement shall commence on January 1, 2016 and shall end December 31, 2020. This agreement shall have two (2) options to renew for periods of one (1) year each, at a cost not to exceed \$1,679,000.00 for the first renewal period, and \$1,679,000.00 for the second renewal period, if exercised.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

The new SIS software from Follett, called Aspen, will replace four of the modular applications that comprise the Board's current student information system (IMPACT). Specifically, the solution will replace the current IMPACT modules supplied by NCS Pearson and Omicron Technologies. Targeted school based functionality includes registration and enrollment, demographics, grading, attendance, discipline, health and program participation tracking.

Services including the implementation effort will encompass the following domains of concentration: business discovery, functional customization, software configuration, project management, data migration, and user training.

The solution will be hosted and managed by Follett.

**DELIVERABLES:**

This new software will serve teachers, schedulers, parents, students and school-based as well as Central Office administrators. It will require just over two years to fully implement across all of the Board's traditional schools. Piloting of the new software will commence in January 2017 with a planned deployment to all schools by April of 2018. The implementation effort will contain project gates that will be governed by an executive steering committee with broad stakeholder representation.

Software Licensing plus Maintenance and Support:

Software Licensing for the Student Information System, Instructional Management System and Health module for 393,122 students under the software as a service (SaaS) model. Also, one connection to Aspen Online Professional Learning system. Software Maintenance and Support is included within the cost of the SaaS licensing model.

Co-Location Hosting Services:

The Board's Co-Location Hosting Facility will be built utilizing servers, storage, network infrastructure, cabinets, power and environmental controls in a location that will be provided by the vendor. The vendor will also be responsible for backups and system health monitoring.

Implementation Services:

With business discovery, functional customization, software configuration, project management, data migration, and user training services come deliverables in the form of formal documentation and reusable training modules. Data conversion will include an agreed upon amount of historical data to be converted from the Board's current Student Information System into Aspen.

**COMPENSATION:**

Vendor shall be paid as specified in the agreement upon satisfactory services and invoicing. Not to exceed \$7,991,000.00.

Estimated annual costs for the five (5) year term are set forth below:

- \$150,000.00, FY 16
- \$150,000.00, FY 17
- \$2,448,000.00, FY 18
- \$2,923,000.00, FY 19
- \$2,320,000.00, FY 20

Negotiated annual costs for the two (2) optional renewal periods of one (1) year each are set forth below:

- \$1,679,000.00, FY 21
- \$1,679,000.00, FY 22

**REIMBURSABLE EXPENSES:**

None.

**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 the Chief Information Officer 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, this contract is exempt from MBE/WBE Compliance Review as the scope of service is software based and is not further divisible.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, ITS, Parent Number: 12500

\$150,000.00, FY 16

\$150,000.00, FY 17

\$2,448,000.00, FY 18

\$2,923,000.00, FY 19

\$2,320,000.00, FY 20

Not to exceed \$7,991,000.00 for the five (5) 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:



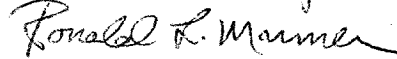
SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



FORREST CLAYPOOL  
Chief Executive Officer

Approved as to Legal Form:



RONALD L. MARMER  
General Counsel