

April 26, 2017

**AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH SEVERIN INTERMEDIATE HOLDINGS,
LLC DBA POWERSCHOOL GROUP LLC FOR GRADEBOOK MAINTENANCE AND SUPPORT
SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Severin Intermediate Holdings, LLC DBA Powerschool Group LLC to provide Gradebook Maintenance and Support Services to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on February 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on February 14, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written extension document is currently being negotiated. No payment shall be made to the Vendor 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 : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 16589
SEVERIN INTERMEDIATE HOLDINGS, LLC
DBA POWERSCHOOL GROUP LLC
P O BOX 398408
SAN FRANCISCO, CA 94139-8408

Jim Swaney
888 265-7641

Ownership: Severin Acquisition Llc - 100%

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Gallagher, Mr. Patrick F.

773-553-3475

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 (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) in the amount of \$924,500.00 for a term commencing July 1, 2013 and ending June 30, 2015. This agreement was extended again (authorized by Board Report 15-0722-PR15) in the amount of \$525,000.00 for a term commencing July 1, 2015 and ending June 30, 2017. 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, 2017 and ending June 30, 2019.

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).

Vendor will provide 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 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 email.

DELIVERABLES:

Vendor will continue to provide support which consists of program corrections 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
- 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; a Gradebook that contains class period 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. Estimated annual costs for the two (2) year term are set forth below:

\$150,000.00, FY18
\$150,000.00, FY19

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 option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Information Technology Services, Unit 12510
\$150,000.00, FY18
\$150,000.00, FY19

Not to exceed \$300,000.00 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

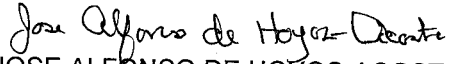
Board members during the one year period following expiration or other termination of their terms of office.

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).

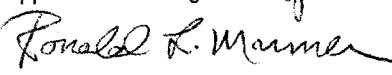
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 


RONALD L. MARMER
General Counsel