AUTHORIZE A NEW AGREEMENT WITH POWERSCHOOL GROUP LLC FOR DATA WAREHOUSE AND DASHBOARD MAINTENANCE SUPPORT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with PowerSchool Group LLC for continued support and maintenance of our enterprise data warehouse and dashboard. The data warehouse and dashboard are essential tools in storing and communicating our District data to internal users at the school, network, and District offices. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on April 5, 2022, and approved by the Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on April 5, 2022, found here: cps.edu/procurement. The item will remain on the Procurement website until the June 22, 2022 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 agreement is currently being negotiated. No payment shall be made to PowerSchool Group LLC prior to execution of their written document. 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.

Contract Administrator: Forero, Bryan / 773-553-2280

VENDOR:

1) Vendor # 16589 POWERSCHOOL GROUP LLC 150 PARKSHORE DR FOLSOM, CA 95630

> Megan Veverka 888 265-7641

Ownership: 100% Powerschool Holdings

LLC

USER INFORMATION:

Project

Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Kempner, Sara G.

773-553-1300

TERM:

The term of this agreement shall commence on July 1, 2022 and shall end June 30, 2023. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide a Data Warehouse and Dashboard Maintenance Support. Vendor provides the data warehouse and dashboard which are essential tools in storing and communicating our District data to internal users at the school, network, and District offices.

DELIVERABLES:

Powerschool will provide response time on service outages. They will give the District access to consultant support when needed. The District will have access to the data warehouse and dashboard which are essential tools in storing and communicating our district data to internal users at the school, network, and district offices.

OUTCOMES:

Vendor services will result in the ability to provide data to schools on key metrics and share data with departments who need it to support their work. This data may be needed for compliance or planning purposes.

COMPENSATION:

Vendor shall be paid as follows:

Estimated annual cost for the one (1) year term is set forth below:

\$78,750, FY23

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 Chief Information Officer or Designee 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 (M/WBE Program), this contract is exempt as this agreement is for proprietary software.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Various Funds, ITS, 12510

\$78,750, FY23

Not to exceed \$78,750 for the one (1) 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:

CHARLES E. MAYFIELD Chief Procurement Officer

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Approved:

Pel Mut

PEDRO MARTINEZ Chief Executive Officer

Approved as to Legal Form: V

JOSEPH T. MORIARTY

General Counsel