

July 22, 2015

**AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH NCS PEARSON, INC FOR THE
PURCHASE OF STUDENT INFORMATION INSTRUCTIONAL MANAGEMENT SOFTWARE
MAINTENANCE AND SUPPORT SERVICES**

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with NCS Pearson, Inc., as successor-in-interest to Schoolnet, Inc., for instructional management system maintenance and support services for the Department of Information and Technology Services 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 07-0627-PR14) in the amount of \$3,977,685.00 was for a term commencing August 1, 2007 and ending July 31, 2010. The agreement was amended (authorized by Board Report 08-0602-PR19 and 09-0225-PR6) to increase compensation and scope. This agreement was extended (authorized by Board Report 10-0728-PR11) for a term commencing August 1, 2010 and ending July 31, 2011. This agreement was further extended (authorized by Board Report 11-0928-PR9) for a term commencing August 1, 2011 and ending July 31, 2012. This agreement was further extended (authorized by Board Report 12-0725-PR15) for a term commencing August 1, 2012 and ending July 31, 2013. This agreement was further extended (authorized by Board Report 13-0626-PR33) for a term commencing August 1, 2013 and ending July 31, 2015. The original agreement was awarded on a non-competitive basis.

EXTENSION PERIOD:

The term of this agreement is being extended for two (2) years commencing August 1, 2015 and ending July 31, 2017.

SCOPE OF SERVICES:

NCS Pearson, Inc. shall continue to provide software maintenance and support, data services, interim assessment support, and project quality assurance, and associated maintenance for the extension term. NCS Pearson, Inc. will develop the Active Directory Federation Services Integration Module, the Gradespeed assessment data integration module, and deliver the self-hosted Assess Module. NCS Pearson, Inc. will assist in populating the Data Mart with district assessment data including, but not limited to, NWEA, IDEL, EXPLORE, PLAN, ACT, STAR, PARCC, DLM, TRC, ACCESS and DIBELS data. NCS Pearson, Inc. will support CPS in their efforts to load curriculum and standards and to administer REACH and Fitness Assessments. NCS Pearson, Inc. shall also provide product configuration, including KPI configuration, and assist in the resolution of data integration errors. Vendor will provide mentoring and training opportunities to ensure technical and product knowledge transfer over the scope of the engagement.

Vendor shall continue to provide the Board with the means to enter/import (or have entered on the Board's behalf) the Board's student data through the Licensed Software. The import feature will not modify the content of imported data in any way. All right, title and interest in and to such data shall at all times remain the property of the Board. Vendor shall have the right to use the Board's data (i) to provide the Board with the Services (ii) to assess and compare the use of the Licensed Software by various individual schools within the Board for the purpose of auditing the standard functionality of the Licensed Software and (iii) to improve the Licensed Software. In its use of the Board's data, vendor will not use or disclose any personal information particular to any student.

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 including the upgrade of the application to version 16
- Database cleanup and alter scripts (usually part of 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.)
- Active Directory Authorization Module
- Teacher Tools to promote ease of use
- ASSESS self-hosting
- Technical Knowledge Transfer
- Curriculum and Standards support
- KPI Configuration
- Marketing Communication
- Project Quality Assurance
- Assessment scanning solution

OUTCOMES:

The instructional management software program will facilitate the tracking of student assessment results and growth measurements. The software will integrate more closely with existing IMPACT modules, allowing for greater ease of use for classroom teachers.

COMPENSATION:

Vendor shall be paid a fee which includes maintenance, support and upgrades.
Total compensation for the two (2) year extension period shall not exceed \$1,150,000.00

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
\$575,000.00, FY 15-16
\$575,000.00, FY 16-17
Not to exceed \$1,150,000.00 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:



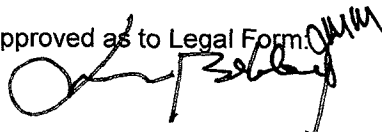
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved for Consideration:



TIMOTHY CAWLEY
Chief Administrative Officer

Approved as to Legal Form.



JAMES L. BEBLEY
General Counsel