

**AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH NCS PEARSON, INC FOR  
CURRICULUM INSTRUCTION MANAGEMENT (CIM) SOFTWARE MAINTENANCE AND SUPPORT  
SERVICES**

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

Authorize the extension of the agreement with NCS Pearson, Inc to provide Curriculum Instruction Management (CIM) Software 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 Vendor during this extension period prior to execution of the written document. The authority granted herein shall automatically rescind in the event their 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 # 34595  
NCS PEARSON, INC DBA THROUGH ITS  
CERTIPORT DIVISION  
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.

773-553-3475

**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. This agreement was further extended (authorized by Board Report 15-0722-PR13) for a term commencing August 1, 2015 and ending July 31, 2017. 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, 2017 and ending on July 31, 2019.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor shall continue to provide software maintenance and support, data services, interim assessment support, and project quality assurance, and associated maintenance for the extension term. Vendor 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. Vendor will support CPS in their efforts to load curriculum and standards and to administer REACH and Fitness Assessments. Vendor 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 within the Board's Datacenter
- 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

- 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. Estimated annual costs for the two (2) year term are set forth below:

\$525,000.00, FY18  
\$525,000.00, 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 Number 12510

\$525,000.00, FY18

\$525,000.00, FY19

Not to exceed \$1,050,000.00 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.

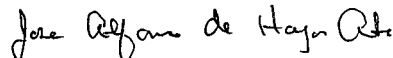
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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).

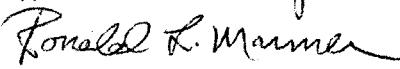
Approved for Consideration:

  
JOSE ALFONSO DE HOYOS-ACOSTA  
Chief Administrative Officer

Approved:

  
FORREST CLAYPOOL  
Chief Executive Officer

Approved as to Legal Form: 

  
RONALD L. MARMER  
General Counsel