# APPROVE ENTERING INTO AN AGREEMENT WITH SCHOOLNET, INC. FOR THE PURCHASE OF GRADEBOOK MAINTENANCE AND SUPPORT SERVICES

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Schoolnet, Inc. to provide software maintenance and support services to Information & Technology Services at a cost not to exceed \$500,000.00. Vendor was selected on a non-competitive basis: the sole source request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. A written agreement is currently being negotiated. No services shall be provided and no payment shall be made to Vendor prior to execution of the 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.

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-2280

#### VENDOR:

1) Vendor # 37402 SCHOOLNET, INC. 525 7TH AVE, 4TH FLR. NEW YORK, NY 10018 Andrew Brenner 646 496-9002

#### **USER INFORMATION:**

Contact: 12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Mcphearson, Mr. Anthony Lavelle

773-553-1300

Project 12510 - Information & Technology Services

Manager: 125 South Clark Street - 3rd Floor

Chicago, IL 60603

Dibartolo, Mr. Phillip Brian

773-553-1300

#### TERM:

The term of this agreement shall commence on March 29, 2012 and shall end March 28, 2013. This agreement shall have one option to renew for a period of one year.

#### **EARLY TERMINATION RIGHT:**

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

#### SCOPE OF SERVICES:

Vendor shall provide the following services and software licenses and support.

Use of Software: GradeSpeed.Net release 4.55 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: Schoolnet has provided the Board with a perpetual enterprise level license for Schoolnet GradeSpeed.Net release 4.55, which includes modules for Grading, Attendance, Student and Parent Portals (English/Spanish), and the custom CPS Rtl module.

Software Upgrade: Schoolnet will provide maintenance and 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. Schoolnet will provide any technical program corrections and enhancements 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 IMPACT 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 phone, email or text message.

#### **DELIVERABLES:**

Schoolnet will provide maintenance services and software upgrades for Schoolnet GradeSpeed for the school district. Schoolnet will provide maintenance which consists of program corrections and enhancements that Schoolnet may develop during the term of this agreement. Maintenance will also include any changes required by the Board as a result of new or modified State or Federal requirements regarding special education. Schoolnet will also provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

Regular software updates and installers;
Database cleanup and alter scripts (usually part of installers);
Bug Fixes targeted to highest priority defects;
Updated user guides to accompany each release;
Minor feature and functional enhancement;
Performance Optimizations;
Integration testing for embedded components;
Software Testing; and,
Compatibility Testing (New OS, SOL Server, etc.).

Additional Support: Schoolnet shall provide time and material support for custom CPS deliverables including portal text messaging, phase one response to intervention (Rtl) functions and all other new functions provided supporting business requirements and technical specifications are provided.

#### **OUTCOMES:**

The maintenance, support and software upgrades to the GradeSpeed.Net Software will result in providing 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.

Teachers will have: remote access for grading activities; support for Illinois standards based grading; a Gradebook that contains class period, assessment information 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

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 parent defined thresholds; and increased collaboration and communication between parents and school staff.

Students will have: an online, real-time means of tracking grades to date; and means of downloading homework assignments.

# **COMPENSATION:**

Schoolnet shall be paid an annual license fee of \$430,000.00 which includes maintenance, support and upgrades, and shall be paid for CPS text messaging customizations in an amount not to exceed \$70,000.00; total compensation during the term not to exceed \$500,000.00.

#### **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 to execute all ancillary documents required to administer or effectuate this agreement.

# **AFFIRMATIVE ACTION:**

The M/WBE participation goals for this contract include: 35% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends a full waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted because the Chief Purchasing Officer and the Non-Competitive Procurement Review Committee has deemed this contract as not further divisible, due to the unique nature of the services provided.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to Information Technology Services: \$500,000.00

Fiscal Years: 2012 - 2013. FY13 funding is contingent upon budget appropriation and approval.

12510-115-53306-009592-000000-2012 \$71,667.00

12540-230-53306-009573-000000-2013 \$428,333.00

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

Within Appropriation:

DAVID G. WATKINS Chief Financial Officer Approved:

JÉAN-CLAUDE BRIZARD
Chief Executive Officer

Approved as to Legal Form:

PATRICK J. ROCKS General Counsel