

**APPROVE ENTERING INTO AN AGREEMENT WITH  
APPLE COMPUTER, INC., POWERSCHOOL DIVISION, FOR CONSULTING SERVICES**

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

Approve entering into an agreement with Apple Computer, Inc., PowerSchool Division ("Apple") to provide consulting services to customize and implement the student scheduling system software for the Office of Technology Services ("OTS") at a cost not to exceed \$845,150.00 for a two (2) year term. Consultant was selected pursuant to a duly advertised Request for Proposals (Specification No. 00-250686) for a total solution for a Student Scheduling System. A written agreement for Consultant's services is currently being negotiated. No services may be received and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below.

**SPECIFICATION NO.:** 00-250686

**CONSULTANT:** Apple Computer, Inc.  
PowerSchool Division  
80 Iron Point Circle, Suite 200  
Folsom, California 95630  
Contact: John Stone, Chief Operating Officer  
Telephone: (916) 850-1204  
Vendor No. 23266

**USER:** Office of Technology Services  
125 South Clark Street, 3rd Floor  
Chicago, Illinois 60603  
Contacts: Elaine L. Williams, Chief Technology Officer  
Frank Spoto, Manager of Student Information Systems  
Telephone No. (773) 553-1300

**TERM:** The term of this agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have one (1) option to renew for a period of twelve months. The cost of the renewal period shall not exceed \$36,000.00

**EARLY TERMINATION RIGHT:** Thirty (30) days written notice by the Board.

**SCOPE OF SERVICES:** Apple will provide customizations and implementation services to the student scheduling software package for the OTS. The implementation services are: project management, development of interfaces between the software and the Legacy student information systems, and technical support during implementation.

**DELIVERABLES:** Apple will provide project management, implementation support, requirements validation, training development, software modifications to the base student scheduling software package, interface analyses, and interfaces to the Legacy student information systems.

**OUTCOMES:** Apple's services will result in a comprehensive student scheduling system that accommodates the course of study aligned with high school diploma type, addresses special education placement in the least restrictive environment, bilingual education, off-site courses, college Excel, summer school and evening school programs.

**COMPENSATION:** Consultant shall be paid as follows: Upon monthly invoicing and receipt of deliverables at the hourly rates as specified in the Contract, in an amount not to exceed \$845,150.00.

**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 the Chief Technology Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** Vendor agrees to comply with and be bound by the provisions of the Revised Remedial Plan for Minorities and Women Business Enterprise Economic Participation (M/WBE Plan).

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to the Office of Technology Services: \$845,150.00      FY02  
Budget Classification: 0960-210-000-7536-5410

**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.

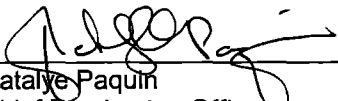
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

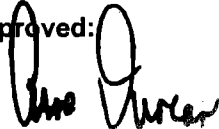
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

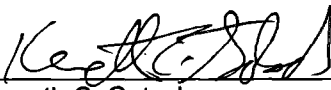
**Approved for Consideration:**

  
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Natalie Paquin  
Chief Purchasing Officer

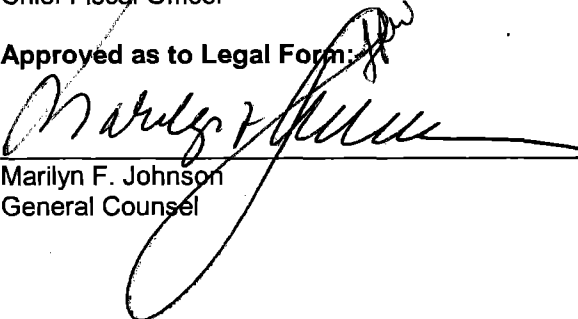
**Approved:**

  
\_\_\_\_\_  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
\_\_\_\_\_  
Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to Legal Form:**

  
\_\_\_\_\_  
Marilyn F. Johnson  
General Counsel