

**AMEND BOARD REPORT 01-0627-BD2**  
**APPROVE ENTERING INTO A SOFTWARE LICENSE AND CONSULTING SERVICES AGREEMENT**  
**WITH ACI WORLDWIDE, INC. D/B/A INSESSION TECHNOLOGIES, INC.**

**THE CHICAGO BOARD OF EDUCATION REPORTS THE FOLLOWING DECISION:**

Approve entering into a ~~software license and consulting services agreement~~ with ACI Worldwide, Inc. d/b/a Insession Technologies, Inc. ("Consultant") for ~~WorkPoint 3.0 Software to be used by the Chicago Board of Education in a program to automate the automation of the Board Report process~~ at a cost not to exceed \$272,500.00. ~~Consultant Software Licensor~~ was selected on a non-competitive basis based upon an analysis of the company's ~~proprietary workflow software and~~ experience with electronic workflow systems and web-based solutions. A written ~~license and consulting agreement for such software product and services is currently being negotiated. Software upgrades and "bug fixes" will be provided free of charge for six months, the estimated time to complete the consulting services (project customization).~~ Thereafter, the Board must pay an annual maintenance fee for such upgrades and bug fixes. No services may be rendered and no payment shall be made to ~~Consultant software Licensor~~ 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.

This amendment is necessary to amend the Consultant's scope of services to (i) include additional consulting services in connection with the development of an automated Board Report process and (ii) exclude the purchase of software licenses and support. The original written agreement has not yet been executed and the authority granted in this amended Board Report shall automatically rescind in the event such written agreement is not executed within ninety (90) days of the date of this amended Board Report.

**SOFTWARE LICENSOR:** ACI Worldwide, Inc.  
 330 South 108th Avenue  
 Omaha, Nebraska 68154  
 Contact: Anthony Johnson  
 Telephone No. 402-333-3322  
 Vendor #32034

**USERS:** Chicago Board of Education – Board Office  
 125 South Clark Street, 6th Floor  
 Chicago, Illinois 60603  
 Contact: Sharon Revello, Board Secretary  
 Telephone No. 773-553-1600

Office of Technology Services  
 125 South Clark Street, 3rd Floor  
 Chicago, Illinois 60638 03  
 Contact: Elaine L. Williams, Chief Technology Officer  
 Telephone No. 773-553-13400

**TERM:** The term of this agreement shall commence on the date the agreement is signed. ~~The license shall end five years thereafter and the consulting services shall end six months thereafter, with an option to extend for an additional five-year period at an amount to be determined and with additional Board approval. The maintenance portion of the Agreement shall end eighteen months after the commencement date. Additional one-year renewals of the maintenance shall require additional Board approval.~~

**USE OF SOFTWARE:** ~~WorkPoint 3.0 will provide an electronic method of initiating, approving, processing, and tracking Board Reports for one select central office department agreeing to participate in a pilot implementation program concurrent with all central office departments essential to the approval~~

~~process. After a pilot program to refine the business processes used with the software, the program will be rolled out to 70 departmental users in the central office and over 600 schools and regional offices.~~

**SCOPE OF SERVICES:** ~~Consultant shall conduct onsite interviews with key personnel within each department involved in the Board Report process to determine the functional specifications necessary to clearly define the business requirements of an electronic workflow system. Consultant shall deliver a documented and approved workflow process for School and Central Office Board Reports. project implementation plan based upon the interviews to the Office of the Board for approval. The implementation plan will be used to develop a detailed workflow system design including specifications for database and design process flows, interfaces, processing logic and dependencies, and required software components required. The detailed system design will be used as the guideline for the Electronic Board Report Process system. Consultant will make all necessary installations and configurations, develop all scripts and interfaces, and test and refine the system for performance and accessibility subject to Office of the Board approval. Consultant shall provide all documentation, training, and technical assistance necessary to ensure the smooth implementation of the system.~~

**DELIVERABLES:** ~~Consultant shall deliver the following to the Office of the Board: (1) overall implementation plan for approval; (2) a detailed system design; (3) installation and configuration of software; (4) weekly status reports; and (5) complete system documentation and training.~~

- A Board Report process for both School and Central Office Board Reports that includes all approved sub-processes and incorporates all Board rules, regulations and policies
- Documented current process flow (as defined in the Board Report Policy Handbook)
- Detailed Project Plan for the project
- Documentation of the methodology used to arrive at the recommended Board Report Process
- Pros and Cons of the new process
- Business requirements of the Schools and Central Office for the automated Board Report process
- Interview notes from focus group meetings with an attendee list
- Documented processes other organizations in the public sector use to approve expenditures
- Change Management Plan
- Written Communication strategy
- Risk assessment
- Visual representation of the recommended process to be presented to the Board Office, the Chief Executive Officer and the Executive Technology Steering Committee for approval

**OUTCOMES:** ~~Consultant's software shall result in an easy to use system of developing and tracking Board Reports electronically consistent with Board rules, regulations, and policies while increasing the accountability of departments participating in the approval process and expanding reporting capabilities of the Board Office.~~

As a result of the Consultant's efforts, the Chicago Board of Education will have:

- 1) An approved and documented Board Report Process for both School and Central Office Board Reports that includes all approved sub processes and incorporates all Board rules, regulations, and policies.
- 2) A set of business requirements that can become part of an RFP for an automated Board Report software application.

**REIMBURSABLE EXPENSES:** ~~None.~~The total compensation amount reflected herein is inclusive of all reimbursable amounts.

~~**LICENSE FEE, COMPENSATION FOR SERVICES, AND MAINTENANCE FEE:** Software Licensor Consultant shall be paid as follows: the following sums: (i) License fee - \$125,000.00 due upon signing of the Agreement; (ii) work process analysis, software customization, system implementation, documentation, training and support services to the satisfaction of the Office of the Board - \$1,500 per day; not to exceed a total of \$125,000.00 to be paid monthly; and (iii) after six months, software maintenance, future upgrades and bug fixes maintenance fee will be due which shall be \$22,500.00. Total expenditures not to exceed \$272,500.00.~~

~~**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written license agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Technology Officer to execute annual maintenance fee agreements for the system for the length of the term of the software license agreement, provided such maintenance fee does not exceed \$22,500.00 per year.~~

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

**FINANCIAL:** Charge to Office of the Board: \$272,500.00 Fiscal Year: 2001  
Budget Classification: 0010-210-000-1071-5410 Source of Funds: General Funds: 210

**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.

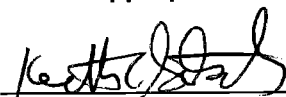
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

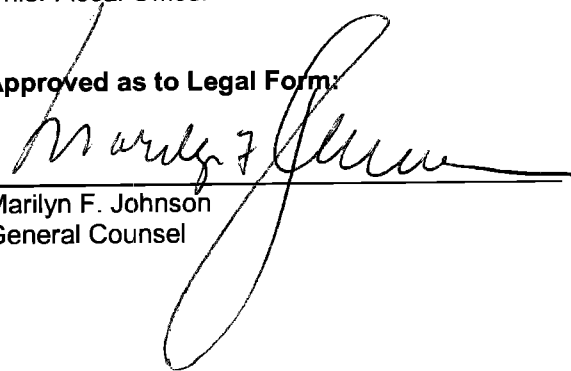
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

**Within Appropriation:**

  
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Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to Legal Form:**

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