

**AMEND BOARD REPORT 09-0128-PR13**  
**APPROVE ENTERING INTO A SOFTWARE LICENSE AGREEMENT WITH CITYSPAN, INC.**

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

Approve entering into a software license and product development agreement with Cityspan, Inc. Cityspan shall customize and manage software to be used by Office of Extended Learning Opportunities (OELO) at a cost not to exceed \$327,030 ~~\$200,305~~. Software licensor was selected on a non competitive basis because of their unique services and as the sole source for Cityspan, a web based software that meets the data collection, service management and program evaluation needs of the Office of Extended Learning Opportunities. A written license agreement for such software products is currently being negotiated. Software upgrades and "bug fixes" will be provided free of charge during the initial term. Thereafter, the Board must pay an annual maintenance fee for such upgrades and bug fixes. No use of the software shall begin and no payment shall be made to software Licensor prior to the execution of the written license 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.

This amendment is to increase the funding amount from \$200,305 to \$327,030 for the Vendor to customize and manage software. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this Board Report.

**VENDOR:**

1)  
 Cityspan Technologies  
 2437 Durant Ave., Ste 206  
 Berkeley, Ca 94704  
 Mark Min  
 510-665-1700

Vendor # 97779

**USER:**

Office of Extended Learning Opportunities  
 125 S Clark  
 Chicago, IL 60603  
 Erica L. Harris  
 553-3680

**TERM:**

The term of this software license agreement shall commence on the date the agreement is signed and shall end January 1, 2010. The Board shall have 2 options to renew this agreement for periods of 1 year each.

**USE OF SOFTWARE:**

Cityspan will provide software to the Chicago Public Schools Office of Extended Learning Opportunities to support the management of After School Programs and Supplemental Educational Services. Cityspan will also customize the software to support Out of School Time and Supplemental Educational Services program. The software will collect student-level attendance data and generate summary reports that meet requirements of OELO funding sources. A project management fee will be charged to cover the cost associated with meetings, email and phone communication between Chicago Public School staff and Cityspan. Management tasks include development of the system specification, operations oversight,

monitoring of data uploads, collection of user feed-back and administrative reporting.

**OUTCOMES:**

The software will give 542 Chicago Public Schools access to a student level attendance and data management system. Participant data will be collected, analyzed and shared at the site level and by the Office of Extended Learning Opportunities. This data will allow OELO and schools to analyze the size, scope and impact of its programs and will help shape decisions regarding program improvements. The customized software will meet the data collection, navigation and reporting requirements of the SES program. Cityspan shall develop site-level and administrative reports which will support ASAS, ASC and CSI afterschool reporting requirements. Cityspan shall also develop data-entry forms, navigation methods and reports to support attendance tracking and reporting for Keep Kids Learning. Cityspan shall prepare Annual Performance Reviews for OELO's 21st Century CLC schools and transfer the results in the PPICS reporting system.

COMPENSATION: Total compensation payable to Cityspan shall not exceed \$327,030.

**LICENSE FEE:**

Software Licensor shall be paid a fee in the amount of \$200,305. The license fee is an annual fee for a hosted and supported web application

**MAINTENANCE FEE:**

After future upgrades and bug fixes will be subject to an annual maintenance fee of \$0.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written license agreement and any amendments, including any indemnities to be provided to Cityspan. Authorize the President and Secretary to execute the license agreement and any amendments. Authorize Chief Education Officer to execute all ancillary documents required to administer or effectuate this license agreement.

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprises Participation in Goods and Services contracts, this agreement is exempt from MBE/WBE review. The unique nature of the software makes it inappropriate to apply other vendor selection criteria.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Office of Extended Learning Opportunities:	<del>\$327,030</del>	<del>\$200,305</del>
<u>11390-115-54125-150006-000000-2009</u>		<u>\$126,725.00</u>
11390-115-54125-266209-430072-2009		\$73,305.00
11390-115-54125-320009-000000-2009		\$127,000.00

**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.

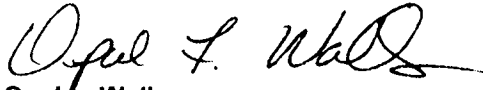
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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 June 23, 2004 (04-0623-PO4), 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:**

  
**Opal L. Walls**  
Chief Purchasing Officer


Within Appropriation:

  
**PEDRO MARTINEZ**  
Chief Financial Officer

**Approved:**

  
**Ron Huberman**  
Chief Executive Officer

Approved as to Legal Form:

  
**PATRICK J. ROCKS**  
General Counsel