

**APPROVE ENTERING INTO A SOFTWARE LICENSE AGREEMENT WITH  
RIVERSIDE PUBLISHING (AREA 2)**

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

Approve entering into a license agreement with Riverside Publishing for online rights to Data Director and Data Scanner for all teachers and administrators in Area 2 and all 34 Area 2 schools (listed in Appendix A) at a cost not to exceed \$125,000.00. Software licensor was selected on a non-competitive basis due to Riverside Publishing being the sole source provider for the Houghton Mifflin Harcourt StoryTown Assessment Item banks. A written license agreement for the usage of these products is currently being negotiated. Product upgrades and "bug fixes" will be provided free of charge for the term of this agreement. No use of the product shall begin and no payment shall be made to 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.

**SOFTWARE**

**LICENSOR:** Riverside Publishing  
3800 Golf Road, STE 100  
Rolling Meadows, IL 60008  
Contact: Raymundo Rodriguez  
Phone: 630-467-7000  
Vendor #: 12017

**USER:** Area 2  
6323 N. Avondale  
Deborah R. Esparza, Chief Area Officer  
773-534-1100

**TERM:** The term of this software license agreement shall commence on the date the agreement is signed and shall end September 1, 2012. The Board shall have no options to renew.

**USE OF SOFTWARE:** Riverside Publishing will license and support *DataDirector*, a robust, customizable web-based assessment and data management system that has been designed to meet the unique needs of Chicago Public Schools. The online rights will be for a maximum of 21,000 students. *DataDirector* is a user-friendly system that can be used to gather, analyze, aggregate, and disaggregate all types of data for students, teachers, parents, and administrators at the student, classroom, school, district, or subgroup level easily and affordably.

*DataDirector* allows for the unlimited longitudinal reporting of all data, including district benchmark tests, school-level assessments, classroom tests, state assessments, course data, transcripts, demographic data, and any other data in the system. This will result in a better understanding of the district, each school, classroom, and student that can be used to improve processes, instruction, and achievement at every level.

*DataDirector*, developed by educators for educators, employs advanced web technologies including php, SQL, PDF creation, dynamic charts, and system e-mail. It will let Chicago Public Schools download data directly from the system for local data analysis and manipulation.

Riverside Publishing will also provide training for Chicago Public Schools' staff and customer support via phone and e-mail and up to ten days of professional development. Riverside Publishing will provide system maintenance, system support, data import support, user support, and system upgrades are provided for each year of the contract.

In addition, Riverside Publishing will provide Area 2 with:

- DataDirector
- Plain paper scanning
- Training and support

- StoryTown test items via DataDirector

**OUTCOMES:** Area 2 teachers and students in Grades K through 8 will have access to Riverside Publishing Data Director and Data Scanner for the 21,000 student accounts. Benefits will be centralized data storage including Dibels, Harcourt assessments, automated assessment grading, 10 days of product training and online support is included for these products.

**LICENSE FEE:** Riverside Publishing will be paid a license fee of \$125,000.00, which is inclusive of professional development, training, technical support and upgrades.

**MAINTENANCE FEE:** There will be no maintenance fee.

**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 license agreement. Authorize Chief Area Officer to execute all ancillary documents required to administer or effectuate this license agreement.

**AFFIRMATIVE ACTION:** Pursuant to section 5.2 of the Remedial Program for the Minority and Women Business Enterprise contract participation in Goods and Services (M/WBE program), this contract is exempt from review because the nature of the services is a unique transaction.

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

**FINANCIAL:** Charge to Area 2 (Title I Schools): \$106,617.00 Fiscal Year: 2010  
Budget Classification: 05021-331-221067-54505-430101  
Source of Funds: ARRA

Charge to Area 2 (Title II Schools): \$18,383.00 Fiscal Year: 2010  
Budget Classification: 05021-353-221068-54505-494032  
Source of Funds: Title II

**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).

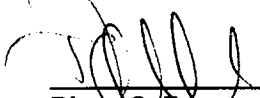
**Approved for Consideration:**

  
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**Opal L. Walls**  
**Chief Purchasing Officer**

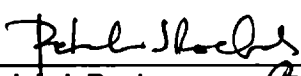

**Approved:**

  
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**Ron Huberman**  
**Chief Executive Officer**

**Within Appropriation:**

  
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**Diana S. Ferguson**  
**Chief Financial Officer**

**Approved as to legal form** 

  
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**Patrick J. Rocks**  
**General Counsel** 

**Appendix A:**

All 34 Area 2 Schools listed below:

<b>Title I Schools</b>				
Armstrong	Coonley	Greeley	McCutcheon	Stockton
Bateman	Courtenay	Hamilton	McPherson	Swift
Boone	Disney	Hayt	New Field	Trumbull
Brennemann	Field	Jahn	Peirce	Waters
Chappell	Gale	Jordan	Rogers	West Ridge Acad.
Clinton	Goudy	Kilmer	Stewart	

<b>Title II Schools</b>				
Bell	Blaine	Decatur	Inter-American	Nettelhorst