

**APPROVE ENTERING INTO A SOFTWARE LICENSE AGREEMENT WITH VERNIER SOFTWARE & TECHNOLOGY FOR EDUCATIONAL SOFTWARE**

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

Approve entering into a software license agreement with Vernier Software & Technology to provide educational software and hardware peripherals for use by 46 schools at a cost not to exceed \$337,548.00. The vendor was selected on a noncompetitive basis as it is the developer of this specialized science curriculum software for middle school science classes. A written license agreement for this software product is currently being negotiated. Software upgrades and "bug fixes" will be provided free of charge in perpetuity. No use of the software shall begin and no payment shall be made to the vendor 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 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**Specification No:**01-250088

**SOFTWARE**

<b>LICENSOR:</b>	Vernier Software & Technology 13979 SW Millikan Way Beaverton, OR 97005-2886 Contact Person: Christie Mosier (503) 277-2299 Vendor # 20410	<b>USER:</b>	Office of High School Development 125 S. Clark Chicago, IL 60603 Contact Person: Wilfredo Ortiz (773) 553-3540
------------------	---	--------------	--

**TERM:** The software license agreement shall commence on the date the agreement is signed. The Board will receive a perpetual license for the software product.

**DESCRIPTION OF SOFTWARE AND PERIPHERALS:** Software licensor will provide each participating school with one science kit consisting of the following software and peripherals: Logger Pro software, Graphical Analysis software program, *Middle School Science with Calculators* lab manual including CD-ROM, thirty-two graphing calculator peripherals, one calculator projector ViewScreen, five Labpro interfaces, five motion detectors, five PH sensors, ten stainless steel temperature probes, five light sensors, five exercise heart rate monitors, five dual range force sensors, five conductivity probes, five gas pressure sensors, and five magnetic field sensors.

**USE OF SOFTWARE:** LoggerPro software allows students to graph data in real time as experiments are performed. The data can be displayed in tables, meters or histograms. The teacher can customize settings. The Graphical Analysis software creates a graph as students type in their data. The graphs follow accepted scientific graphing conventions and help students learn to use graphs to find the relationship between variables. The *Middle School Science with Calculators* lab book and CD-ROM include 37 experiments in earth science, life science and physical science. Each school will be able to make as many copies of the software (or manual) as they wish for use in that school and may also house the software within the school's network.

**PARTICIPATING SCHOOLS:** Each of the following 46 schools will receive one (1) kit: Walt Disney Magnet, Marshall Middle School, Greeley Regional Gifted Center, Haugan, Nettlehorst, Volta, Burley, Ravenswood, Bell, Goethe, Von Humboldt, Pulaski Community Academy, De Diego, Yates, Moos, Crane, Herbert, Orozco, Ruiz, Grant, May, Perez, Juarez, Attucks, Raymond, Wells Prep, Doolittle, Williams, Bass, Bradwell, Hinton, O'Keeffe, Yale, Bouchett, Deneen, Mann, Woods, Guggenheim, Bennett, Gillespie, Kohn, Curtis, Haley, Metcalfe, Schmid, West Pullman. The 46 participating schools were selected primarily based on the number of their students that feed into the Board's ten Chicago Mathematics Science and Technology Academies (CMSTA) high schools.

**ADDITIONAL SERVICES:** The vendor will provide a one-day training session on using the software, peripherals and curriculum for the Board's CMSTA curriculum writer/trainers. The CMSTA trainers will provide training to each participating school on using the system in the classroom. Vendor will provide each participating school with unlimited software, upgrades, maintenance and technical support in perpetuity. Vendor will also perform repair work on malfunctioning peripherals.

**DELIVERABLES:** Vendor will deliver one kit to each participating school.

**OUTCOMES:** The Software will provide students with an enriched science experience that will help them with their high school science courses. It will also help the students in taking standardized science tests. Students will be able to collect, analyze and interpret data and use technology effectively to determine relationships between variables in environmental science management.

**FEES:** The fee for each kit is \$7,388.00, with the total compensation not to exceed \$337,548.00. Fees are payable upon receipt of the science kits.

**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 Officer of High School Development 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 Minority and Women Business Enterprise Economic Participation (M/WBE Plan).

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

**FINANCIAL:** Charge to Office of High School Development: \$337,548.00                      Fiscal Year: 2001  
Budget Classification: 0470-210-733-2049-5320                      Source of 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.

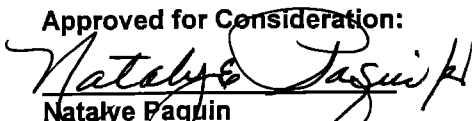
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

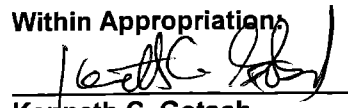
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

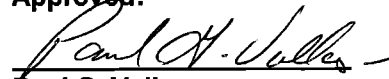
**Approved for Consideration:**

  
Natalye Paquin  
Chief Purchasing Officer

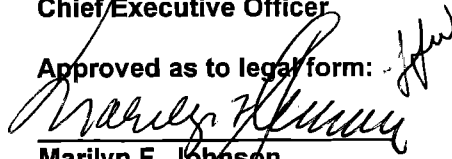
**Within Appropriation:**

  
Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved:**

  
Paul G. Vallas  
Chief Executive Officer

**Approved as to legal form:**

  
Marilyn F. Johnson  
General Counsel