

**APPROVE ENTERING INTO A SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT WITH  
MAXIMUS, INC. FOR THE STUDENT SERVICES MANAGEMENT SOLUTION**

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

Approve entering into a software maintenance and support agreement with MAXIMUS, Inc. ("MAXIMUS" or "Vendor") for maintenance and support for the student services management solution, which includes special education case management and electronic individualized educational plans (IEPs), provided to Information & Technology Services ("ITS") at a cost not to exceed \$540,000.00. MAXIMUS was selected on a non-competitive basis because its software is used throughout the district for special education related transactions. A written agreement is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**VENDOR:** MAXIMUS, Inc.  
11419 Sunset Hills Road  
Reston, VA 20190  
Contact Person: Dr. Philip Geiger  
Telephone No.: (703) 251-8508  
Fax: (703) 251-8240  
Vendor No.: 29626

**USER:** Information & Technology Services  
125 South Clark Street, 3rd Floor  
Chicago, Illinois 60603  
Contact: Phillip DiBartolo, Director of IMPACT  
Telephone No.: (773) 553-1300

**TERM:** The term of this agreement shall commence November 1, 2009 and shall end October 31, 2011. This agreement shall have three options to renew for a period of one year each.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**MAINTENANCE FEE:** Maintenance fees during the initial term of the agreement shall not exceed \$250,000.00 per year. Additional support costs should not exceed \$20,000.00 per year.

**DELIVERABLES:** Vendor will provide maintenance which consists of program corrections and enhancements that Vendor may develop during the term of this agreement as long as the Board's annual maintenance fee is current. Maintenance will also include any changes required by the Board as a result of new or modified State or Federal requirements regarding special education. Vendor will also provide support on this licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, and knowledge transfer.

**OUTCOMES:** MAXIMUS' services will result in enhancing educational opportunities and overall education processes, enabling new application development, and allowing for future growth. The database and enterprise software program will further automate the Board's Individualized Education Program process and will enhance the Board's ability to effectively educate students

**COMPENSATION:** MAXIMUS shall be paid for maintenance annually upon invoicing, for a total not to exceed \$270,000.00 in year one and \$270,000.00 in year two.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement, including any indemnities to be provided by the Board. Authorize the President and Secretary to execute the agreement. Authorize the Chief Information Officer (CIO) to execute all ancillary

documents required to administer or effectuate the agreement, including any agreements with charter schools or CPS charter school consortium members necessary for implementation of the specialized services management solution and having no financial impact on the Board.

**AFFIRMATIVE ACTION:** Pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program). The M/WBE participation for this contract includes 25% total MBE and 5% total WBE. However, the Waiver Committee recommends that a full waiver be granted because the contract scope is not further divisible

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

**FINANCIAL:** Charge to the Information & Technology Services: \$540,000.00  
Budget Classification No.: 12540-230-53306-009573-000000 \$270,000.00 FY10  
12540-230-53306-009573-000000 \$270,000.00 FY11

**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.

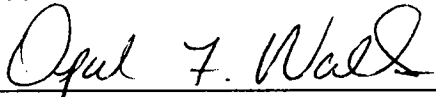
**Conflicts** – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their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

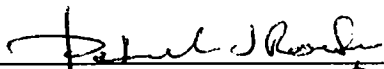
**Approved:**

  
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Ron Huberman  
Chief Executive Officer

**Within Appropriation:**

  
\_\_\_\_\_  
Christina Herzog  
Acting Chief Financial Officer

**Approved as to Legal Form: *dk***

  
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Patrick Rocks  
General Counsel 