

20670

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

JUN 4 - 1998

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 COUNTY OF COOK
County of Cook and State of Illinois AND STATE OF ILLINOIS

NOVANET SERVICES RENEWAL
ALL COLLEGES

THE CHANCELLOR

REPORTS

that since 1971 the Board of Trustees has entered into Agreements with the University of Illinois and NovaNET Learning, Inc. (formerly University Communications, Inc.) for the operation of the NovaNET Project, a computerized learning system used to provide academic support for City Colleges of Chicago students; and

that during academic year 1997-98, a district-wide committee of faculty and technical staff met to examine various forms of computerized tutoring, and voted to retain NovaNET because of its correlation with CCC curriculum and because the current state of laboratory terminals and network wiring does not yet support a change; and

that an Agreement for FY1999 has been negotiated with NovaNET Learning, Inc. (the sole supplier of NovaNET services), for provision of NovaNET services for 300 concurrent users for the period July 1, 1998, through June 30, 1999, at a cost of \$252,000.

RECOMMENDS

that the Board of Trustees approves the Agreement with NovaNET Learning, Inc., for the period of July 1, 1998 to June 30, 1999, at a cost of \$252,000 and that the Chairman and Assistant Secretary are authorized to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

June 4, 1998

Section I: NLI RESPONSIBILITIES**1. Provision of NovaNET Service**

- a) NLI agrees to provide SUBSCRIBER NovaNET Services for the TERM beginning on the START DATE.
- b) NLI shall provide the use of all system delivery equipment required, including communications hardware, NovaNET access software, appropriate wiring and connectors, and the dedicated data circuit (if Communications are included).
- c) NLI shall provide and maintain the use of NovaNET system memory and storage space required for student data management, curriculum design, notesfile and student data files.

2. Warranties and Technical Support

- a) All equipment installed by NLI will remain the property of NLI and all materials and workmanship are under warranty for the TERM and any subsequent renewal TERMS. During this warranty period, materials and workmanship will be corrected at no cost to SUBSCRIBER.
- b) In the case of required equipment repairs caused by customer negligence and/or abuse, replacement equipment costs and expenses will be incurred by SUBSCRIBER.
- c) Additional on-site technical service calls will be provided at SUBSCRIBER's request at the rate of \$500 per day plus expenses.

3. Training and Support

- a) SUBSCRIBER shall have access to NLI Customer Support via on-line utilities and via a toll-free number on an "as needed" basis. Unlimited use of these services is provided at no additional charge.
- b) If training is included, the INSTALLATION FEE includes two, 2-day training sessions at the INSTALLATION SITE.
- c) NLI shall provide specially priced renewal training at SUBSCRIBER's request according to the attached schedule.
- d) Otherwise, additional training will be provided at SUBSCRIBER's request at the rate of \$500 per day plus expenses and materials.

4. NovaNET Service

- a) NLI shall provide to SUBSCRIBER during the TERM hereof access to all NovaNET services generally offered on the system. NLI reserves the right to (i) add new or additional service, and (ii) limit, modify and/or discontinue any NovaNET service. In the latter event, NLI shall use its best efforts to provide prior notice thereof to SUBSCRIBER.
- b) NLI shall be responsible for providing NovaNET service during Prime Time (0700 to 2300 Central Time Monday through Friday; 0800 through 1800 Central Time Saturday; and 1400 through 1600 Central Time Sunday); or as announced. While NovaNET is generally available during Non-Prime Time, NLI reserves the right to take the system down to perform necessary maintenance and upgrades.
- c) Should four or more continuous hours of down time occur during normal Prime Time as a result of NovaNET failure, liability is hereby limited to NLI providing a one-day credit for each such downtime. Such credit will be provided by an extension of the TERM hereof for each day's credit due SUBSCRIBER. NLI is not responsible for and disclaims any liability for down time caused by natural phenomena or data line failure.

Section II: SUBSCRIBER RESPONSIBILITIES**1. Facilities**

- a) SUBSCRIBER shall provide all NovaNET compatible microcomputers to be used for accessing NovaNET Service. Hardware specifications are available from NLI upon request.

- b) SUBSCRIBER is responsible for assuring that the INSTALLATION SITE is prepared for NovaNET Services, including fixtures and electrical wiring as needed to meet applicable building codes. Each site must have a dedicated electrical circuit for the installation of NovaNET communications equipment. No other electrical equipment may be connected to this circuit. Specifications are available from NLI upon request.
 - c) SUBSCRIBER agrees to provide standard office level heating and cooling to the area where the NovaNET is installed.
2. **Copyrights and Trademarks**
- a) SUBSCRIBER shall not, nor permit others, to reproduce, copy or transfer any lesson in its entirety or in substantial part from NovaNET to any other system or media without the express written consent of NLI and the copyright owner of such lesson.
 - b) SUBSCRIBER shall use the name NovaNET or other trademarks of NLI, if any, in such a manner so as to enhance and protect the quality of such trademarks. SUBSCRIBER is requested to submit to NLI one copy of written materials prepared by or for use by SUBSCRIBER for general distribution with respect to SUBSCRIBER's use of NovaNET.
3. **NovaNET Services Coordinator**
- a) A key success factor in the implementation of NovaNET is the appointment of an appropriate NovaNET Services Coordinator to serve the training needs of the staff. SUBSCRIBER will appoint a NovaNET Services Coordinator who will be responsible for coordination within SUBSCRIBER and with NLI for various NovaNET activities.
4. **NovaNET Curriculum and Lessons**
- a) SUBSCRIBER will be responsible for deciding upon its curriculum needs, integrating NovaNET with its instructional programs and establishing procedures for administering NovaNET training programs. NLI shall provide assistance and support as requested and is available to provide consulting services as required.

Section III: BILLING PROCEDURES AND POLICIES

1. **NovaNET Service Billing**
- a) Billable NovaNET Service will begin on the START DATE and will be billed according to the BILLING PERIOD and BILLING AMOUNT on page one.
 - b) For a new site installation, the INSTALL FEE will be billed upon completion of installation and the START DATE will be defined as the date of completion of installation. If NLI is unable to schedule training within two weeks of the completion of installation due to NLI scheduling conflicts, the START DATE will be defined as the first day of new site training.
 - c) The BILLING AMOUNT is due and payable upon BILLING. NLI will assess late payment charges of 1.5% per month on all balances not received by NLI within 30 days of the BILLING date.
 - d) If communications are included, NLI is responsible for paying all NovaNET data circuit costs.

Section IV: MODIFICATION, RENEWAL, TERMINATION

- 1. SUBSCRIBER has the right to reduce the number of CONNECTS or terminate NovaNET services at any time with 30 days' written notice to NLI. NLI will reimburse SUBSCRIBER for any SERVICE FEE paid covering the remaining term after the effective date of reduction or termination. SUBSCRIBER is liable for any outstanding SERVICE FEE prorated to the effective date of cancellation or reduction.
- 2. SUBSCRIBER has the right to renew the contract for additional TERMS under the same terms and conditions by forwarding a Purchase Order and/or Payment for the appropriate amounts. In the event of a change in contract terms and conditions for subsequent TERMS, NLI will provide SUBSCRIBER with at least 60 days notice as to any such changes.
- 3. In the event SUBSCRIBER intends to not renew the contract for additional TERMS, SUBSCRIBER will provide NLI with 30 days written notice of such intent.

NLI:

NovaNET Learning, Inc.
3450 E. Sunrise, Suite 140
Tucson, AZ 85718
(520) 615-7600

SUBSCRIBER:

City Colleges of Chicago
Academic Support Services, Room 1310
226 W Jackson Blvd
Chicago, IL 60606-6998

START DATE:

7/1/98

TERM:

~~Annual~~ *One (1) year* ^{KW}
3/1/98 - 6/30/99

SITE INFORMATION

INSTALLATION SITE(S):

IL0011.01	Academic Support Services	- 44 connections
IL0011.02	Dawson Technical Institute	- 24 connections
IL0011.03	Daley College	- 32 connections
IL0011.04	Kennedy-King College	- 20 connections
IL0011.05	Malcolm X College	- 24 connections
IL0011.06	Olive Harvey College	- 28 connections
IL0011.07	South Chicago Learning Center	- 16 connections
IL0011.08	Truman College	- 28 connections
IL0011.09	Harold Washington College	- 24 connections
IL0011.10	West Side Learning Center	- 16 connections
IL0011.11	Wilbur-Wright College	- 28 connections
IL0011.12	Lakeview Learning Center	- 16 connections

BILLING INFORMATION

SERVICE FEE:

\$252,000.00

CONTRACT AMOUNT:

\$252,000.00

BILLING:

One (1) year **Annually @** \$252,000.00 ^{KW}

RENEWAL TRAINING:

See attached for training package descriptions
One day @ \$750
Two days @ \$1,400
Two 2-day sessions @ \$2,500

SUBSCRIBER agrees to provide NovaNET Services for the START DATE, CONNECTS, SERVICE FEE, INSTALL FEE, BILLING PERIOD, BILLING AMOUNT for the TERM subject to the attached NovaNET Service terms and conditions.

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

NLI

NovaNET Learning, Inc.

(Type or Print Name)

JUN 4 - 1998

BY: *James A. Ryan*
VICE CHAIRMAN OF THE BOARD

86

DATED: *Patricia A. Bush*
ASSISTANT BOARD SECRETARY

DATED: *3/1/98*

Purchase Order Amount: \$252,000.00

If Renewal Training was selected, please add appropriate cost to Purchase Order.

Purchase Order #: _____

APPROVED BY: *[Signature]*
GENERAL COUNSEL ^{KW}

20670

PLEASE UPDATE OUR RECORDS:

NovaNET SERVICES COORDINATOR: Penelope Schaefer

ADDRESS: City Colleges of Chicago

226 W Jackson Blvd.

Chicago, IL. 60606

TELEPHONE NUMBER: (312) 553-2761

BILLING CONTACT: Penelope Schaefer

P.O. NUMBER: _____

BILLING ADDRESS: City Colleges of Chicago

226 W Jackson Blvd.

Chicago, IL. 60606

TELEPHONE NUMBER: (312) 553-2761

SPECIAL BILLING INSTRUCTIONS:

PLEASE ADDRESS ALL CORRESPONDENCE TO:

NovaNET Learning, Inc.
3895 N. Business Center Drive
Tucson, AZ 85705
(800) 937-6682



RENEWAL TRAINING REQUEST

Additional training is available at the special renewal rates described below which are inclusive of all expenses and training materials. It is highly recommended that SUBSCRIBER schedule an additional training day(s) for new staff , advanced NovaNET and/or refresher training for existing staff. Please complete the following to schedule for additional training sessions during the contract term.

Renewal Training Packages & Rates

<u>Item</u>	<u>Rate</u>
One Day Package	\$ 750
Appropriate for:	
■ staff refresher training	
■ introduction and review of new features	
■ introduction to NovaNET's Internet Resource Center	
■ working with NovaNET's new Testing Center (APT)	
■ collaborative learning and NovaNET's communication features	
Two Day Package	\$1,400
Appropriate for:	
■ introduction to NovaNET for new staff	
■ comprehensive overview of new features	
■ SYS 4 training	
■ beginning, intermediate or advanced C-Router (custom curriculum)	
■ Testing 1-2-3 (custom test & quiz development on NovaNET)	
Two, Two-day Package	\$2,500
Appropriate for:	
■ full NovaNET training for new staff (SYS 4 & C-Router)	
■ comprehensive custom curriculum development	

SCHEDULE ADDITIONAL TRAINING (Circle One): YES NO

PACKAGE REQUIRED (Check One):

 One Day _____

 Two Day _____

 Two, Two Days _____

DESIRED TIMING:

 Month: _____

 Year: _____

SITE/CUSTOMER NAME: _____

TRAINING CONTACT: _____

PHONE NUMBER: _____

If additional training day(s) are requested, a NLI Educational Consultant will contact the Training Contact to schedule the sessions.

Please include the appropriate amount for training in the NovaNET services Purchase Order or as a separate Purchase Order. SUBSCRIBER will be billed upon completion of training.

**ADDENDUM TO SERVICES CONTRACT RENEWAL
BETWEEN
NovaNET LEARNING, INC. AND BOARD OF TRUSTEES OF COMMUNITY
COLLEGE DIST. NO 508, COUNTY OF COOK AND STATE OF ILLINOIS**

The following is attached and incorporated into the above named agreement:

1. NovaNET® understands that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois ("CCC") is a body politic and corporate created under the Illinois Public Community College Act (110 ILCS 805/1-1) and that the parties agree that all the terms and conditions are superseded by and subject to compliance with the Illinois Public Community College Act, CCC Board Rules, CCC Board Policies, CCC Purchasing Policies and Procedures, CCC's collective bargaining agreements, as well as all other applicable federal, state and local laws.
2. NovaNET® agrees to comply with CCC's Ethics Policy and Minorities and Women in Business Enterprise Program as approved and amended thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement as of the ___ day of _____, 19__.

**BOARD OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK
STATE OF ILLINOIS**

JUN 4 - 1998

Approved as to
Legal Form:

Luth Morcovich
General Counsel
kmw

By: *James A. Dyer*
VICE Chairman

Attest: *Patricia A. Buck*
Assistant Secretary

NovaNET® LEARNING, INC.

By: *L. Henry C. Gander*
President