

21078

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 FEB 4 1999
County of Cook and State of Illinois

**COUNTY OF COOK
AND STATE OF ILLINOIS**

AMEND INFORMATION TECHNOLOGY PROJECT SERVICES CONTRACT
CITY COLLEGES OF CHICAGO

[Amend Board Reports #17704 dated 2-3-1994, #20486 dated 3-5-1998, #20746 dated 7-2-1998]

THE CHANCELLOR

REPORTS

that in Board Report No. 17704 dated 2-3-1994, the Board approved a contract with Technology Specialists, Inc. [now Collegis, Inc.] for on-site professional services for the Information Technology Office; and that in Board Reports #20486 dated 3-5-1998 and #20746 dated 7-2-1998, the Board approved amendments to the original contract for the provision of additional services as outlined in said amendments; and

that following negotiations, District staff and Collegis representatives have agreed to:

- ▶ A termination date of December 31, 1998 of the original contract including certain transitional provisions for staff, functions, and payments.
- ▶ Independent consulting services by 5 Collegis employees on a monthly basis for required services until such dates as designated in the Consulting Agreement.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees ratifies the Chairman's pre-approval of the amendment to the original contract with Collegis, Inc. [formerly Technology Specialists, Inc.], and the Consulting Agreement as outlined above; and authorizes the Chairman and Assistant Secretary to execute the amendment to the original contract and the Consulting Agreement on behalf of the Board.

Respectfully submitted:

Wayne Watson
Chancellor

February 4, 1999

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**AMENDMENT NO. 4
TO AGREEMENT BETWEEN
COLLEGIS, INC.
AND
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS**

This Amendment between Collegis, Inc. (hereinafter "Collegis"), a successor to Technology Specialists, Inc., and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (hereinafter "Client") is made this ___ day of _____, 1998.

WHEREAS, Client wishes to have the services of Collegis continue at the current level with a credit for certain consultant's services through December 31, 1998 and Client agrees to pay for such services,

WHEREAS, Client and Collegis agree that the new termination date of the Agreement, entered into on February 3, 1994, and Amendment No. 1 entered into on January 31, 1995 and Amendment No. 2 entered into on March 5, 1998, and Amendment No. 3 entered into on July 2, 1998 (collectively "the Agreement"), will be December 31, 1998,

WHEREAS, Client wishes to directly employ certain contractors, some of whom are now employed by Collegis, instead of conducting the Transition Program envisioned in the Agreement before this Amendment,

NOW THEREFORE, in consideration of the payment herein agreed to be made and the covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree to amend the Agreement, to include the following:

1. This Amendment is effective on the latter date of both parties' execution of this Amendment. Further, the Agreement shall continue up to and including December 31, 1998 or upon the effective date of termination of the Agreement, whichever date is earlier. The parties hereby agree to terminate the Agreement on December 31, 1998.

2. Collegis will be providing all services as an independent contractor.

3. Collegis will continue to provide the functions agreed to between the parties as reflected on Table 1, Resource Allocation which is attached hereto, until the dates reflected thereon.

4. Client agrees to pay to Collegis the amount of \$139,442 for such functions in the month of December 1998. Client agrees to hire as of January 1, 1999 and pay directly Jackson & Tull

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for the services of Frank Alesia and Carl Spight and to hire as of January 1, 1999 and pay directly Thomas Gont for the services of Jerilyn Heyer.

5. Client agrees that Collegis' obligation under the Agreement to conduct a Transition Program is expressly discharged by carrying out the responsibilities outlined in this Amendment.

6. Collegis agrees that Client may solicit for employment by Client any of the Collegis employees on Table 1 hereof.

7. Client agrees that it will not directly or indirectly disparage Collegis, its employees, contractors, officers or directors or any of their activities conducted under the Agreement. Collegis agrees that it will not directly or indirectly disparage Client, its employees, officers or trustees or any of their activities conducted under the Agreement. Collegis agrees not to use Client's name in any written marketing materials without Client's written approval, which shall not be unreasonably withheld.

8. Nothing in this Amendment is intended to prevent or hinder further mutually agreed-to contractual agreements between Client and Collegis. Except as agreed to herein, the parties hereto retain all other rights and responsibilities each may have under the Agreement.

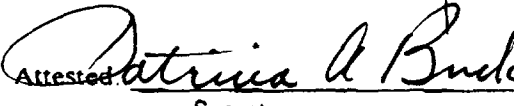
In Witness Whereof, the parties hereto have caused their names to be applied hereto on the date adjacent to their respective signatures below.

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

Collegis, Inc.


Chairman

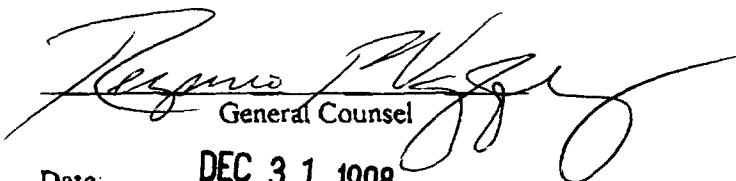


Attested: 
Secretary

Title: EUP/CFO

Date: 1/8/99

Approved for legal form:


General Counsel

Date: DEC 31 1998

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Table 1
Resource Allocation

	Departure Date
John DiZillo COLLEGIS SPAS Programmer	12/31/98
Tom Evans COLLEGIS Network Manager	12/31/98
Nathaniel Felder COLLEGIS Exec Director	12/31/98
David Holmes COLLEGIS Mgr Student Systems	12/31/98
Jean Minick COLLEGIS DBA and SPAS	12/31/98
Dave Novak COLLEGIS Programmer SPAS Isbe/Iaccb	12/31/98
Chris Turner COLLEGIS Fin Sys Mgr (MVS Genesis DBA)	12/31/98
Walter Smith COLLEGIS Genesis	12/31/98

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COLLEGIS Consulting Agreement

THIS AGREEMENT is entered into as of 01/02/99, by and between The Board of Trustees of Community College District No. 508, County of COOK and The State of Illinois (hereinafter "Client") and COLLEGIS, Inc. (hereinafter "COLLEGIS").

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, COLLEGIS and Client agree as follows:

1. SERVICES

1.1 COLLEGIS shall provide to Client the consultants for the time frames identified in Appendix A ("Services"). The parties may increase, reduce or change the Services by mutual written consent with 30 days written notice.

2. PAYMENT FOR SERVICES AND EXPENSES

2.1 Client shall pay COLLEGIS for the Consultants provided at the hourly rates specified in Appendix A.

2.2 Client shall pay the amounts payable to COLLEGIS hereunder within ^{thirty (30)} ~~fifteen~~ (15) days of receipt of invoices submitted by COLLEGIS.

to be billed monthly
RB
RB

3. EMPLOYMENT OF PERSONNEL

Client understands and agrees that during the term of the Agreement the client may offer employment to any of the personnel listed in Appendix A with an * designation preceding their name. Client agrees that offers not extended and accepted by the parties prior to 1/1/99 will not go into effect until 2/1/99.

4. OWNERSHIP OF WORK PRODUCT

All of the original written material originated and prepared for Client by COLLEGIS pursuant to this Agreement shall belong to the Client.

5. CONFIDENTIAL INFORMATION

During the course of performing Services for Client, COLLEGIS may be given access to materials marked as confidential or with words of similar meaning ("Confidential Information"). In connection therewith, COLLEGIS agrees as follows:

5.1 The Confidential Information may be used, copied, and disclosed by COLLEGIS only in furtherance of providing the Services.

5.2 COLLEGIS shall protect the confidentiality of the Confidential Information in the same manner that COLLEGIS protects the confidentiality of its own confidential information.

5.3 All Confidential Information made available to COLLEGIS, including copies thereof, shall be returned to Client upon the first to occur of (a) completion of the Services, or (b) request by Client.

6. DAMAGES

No party hereto shall be liable to the other parties for any indirect, special, consequential or incidental damages (including without limitation damages for loss of use, loss of revenue, loss of profits or loss of goodwill) regardless of (i) the negligence (either sole or concurrent) of any party or (ii) whether any party has been informed of the possibility of such damages. Direct damages are limited to the amount of fees actually received by COLLEGIS from the Client.

7. INDEPENDENT CONTRACTOR

In connection with this Agreement, each party is an independent contractor and as such, will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

8. LIMITATION OF LIABILITY

COLLEGIS represents that its employees possess the general skills, knowledge and experience to perform the Services. If the performance of any of the COLLEGIS employees demonstrates that such person does not, in Client's reasonable opinion, possess the general skill, knowledge and experience to perform the Services, COLLEGIS terminate the agreement for that person with the client.

COLLEGIS assumes no responsibility for the Year 2000 compliance of Client's hardware and software.

9. TERMINATION

9.1 Either party may at any time and without cause, terminate this Agreement by giving thirty (30) days written notice of termination to the other party. In the event of such termination, the Client shall pay COLLEGIS for all Services rendered and expenses reasonably incurred by COLLEGIS prior to the date of termination, subject, however, in each case to the rates and policies set forth herein.

9.2 Either party may, upon giving fourteen (14) days written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided the breaching party shall not have cured such breach within the fourteen (14) day period. In the event of such termination, Client shall pay COLLEGIS for all services rendered and expenses reasonably incurred by COLLEGIS prior to the date of termination, subject, however, in each case to the rates and policies set forth herein.

10. SEVERABILITY

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

11. NOTICE

Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five (5) days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), or one (1) business day following deposit of the same with an overnight delivery service, addressed to such party at the address set forth on the initial page of this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

12. FORCE MAJEURE

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

13. APPENDICES

The following appendices, which are attached hereto, are hereby incorporated by reference:

Appendix A – Services and Fees

In the event of any conflict between the provisions of this Agreement and any of the provisions set forth in the appendices, this Agreement shall govern.

14. COMPLETE AGREEMENT

This Agreement and the COLLEGIS response to the Client's Request For Proposal sets forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Each of Client and COLLEGIS acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

15. CAPTIONS

Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit, or amplify the provisions hereof.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COLLEGIS, INC.

By: [Signature]

Title: EVP/CEO

Date: 1/6/99

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

By: [Signature]

CHAIRMAN OF THE BOARD

Date: DEC 31 1998

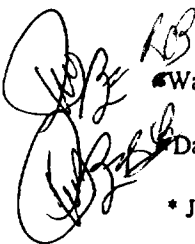
[Signature]
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM
[Signature]
GENERAL COUNSEL

21078

APPENDIX A

PERSONNEL AND RATES

 *Walter Smith from 1/2/99 through 1/31/99 at the rate of \$85.00 per hour

*David Holmes from 1/2/99 through 2/28/99 at the rate of \$13,317.00 for each month.

* Jean Minick from 1/2/99 through 1/31/99 at the rate of \$80.00 per hour.

* David Novak from 1/2/99 through 1/31/99 at the rate of \$60.00 per hour

* Chris Turner from 1/2/99 through 1/31/99 at the rate of \$85.00 per hour

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APPENDIX B

SCOPE OF SERVICES - SPECIFICATIONS

Person: David Holmes

Scope of Assignment: Consulting in support of the transition of the new CCC Student systems manager

Person: Walter Smith

Scope of the Assignment: Consulting in support of the transition of the CCC HR and Payroll Systems Manager

Person: Jean Minick

Scope of the Assignment: Consulting in support of the SPAS Data Base Administration and The Registration in process

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Scope of the assignment: Programming support to SPAS system

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Scope of the assignment: consulting for the transition of the finance and Hr systems and backup for Data base management for Spas and FMS

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District No. 508
County of Cook and State of Illinois

Collegis, Inc.

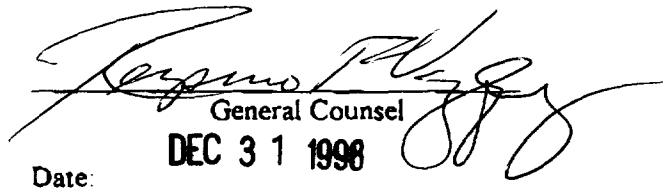

Chairman


Title: EVP/CFO

Attested: 
Secretary

Date: 1/8/99

Approved for legal form:


General Counsel
DEC 31 1998

Date: _____

Table 1
Resource Allocation

	Departure Date
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to be billed monthly
ROB
[Signature]
[Signature]

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This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COLLEGIS, INC.

By: [Signature]

Title: EVP ICFU

Date: 1/8/99

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

By: [Signature]

Title: **CHAIRMAN OF THE BOARD**

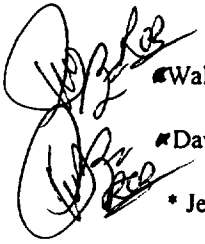
Date: DEC 31 1998
[Signature]
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM
[Signature]
GENERAL COUNSEL

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APPENDIX A

PERSONNEL AND RATES

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 - *David Holmes from 1/2/99 through 2/28/99 at the rate of \$13,317.00 for each month.
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SCOPE OF SERVICES - SPECIFICATIONS

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Scope of Assignment: Consulting in support of the transition of the new CCC Student systems manager

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