

**RATIFY AND AMEND MASTER SERVICES AND LICENSE AGREEMENT  
WITH KC DISTANCE LEARNING, INC. D/B/A AVENTA LEARNING**

Ratify and amend Master Services and License Agreement (Master Agreement) with KC Distance Learning, Inc. d/b/a Aventa Learning for online courses and related services for the Department of Graduation Pathways/CPS-VHS Distance Learning at a cost for the period July 1, 2010 through June 30, 2011 not to exceed \$400,000. Vendor was selected on a non-competitive basis and the Master Agreement was entered into without Board authority. A written amendment to the Master Agreement will be negotiated. No payment shall be made to vendor during the period July 1, 2010 through June 30, 2011 prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this Board Report. Information pertinent to the Master Agreement and amendment are stated below.

**VENDOR:** KC Distance Learning, Inc. d/b/a Aventa Learning  
920 Central Rd.  
Bloomsburg, PA 17815  
Contact Person: Greg Levin, President  
Phone: 800-594-5480  
Vendor # 83061

**USER:** Graduation Pathways/CPS-VHS Distance Learning  
Office of Student Support and Engagement  
125 S. Clark, 12<sup>th</sup> floor  
Paige A. Ponder/Robin Gonzales  
773-553-2078

**MASTER AGREEMENT:** The written Master Agreement was entered into for a term beginning July 20, 2009 and ending June 30, 2010 and provided for automatic one-year renewals unless terminated by either party by written notice within thirty (30) days prior to the termination date of the Master Agreement. The Master Agreement provides Board indemnification of vendor for losses arising from breach of the agreement, infringement by, or negligence of the Board. A Board Report was approved on August 26, 2009 (Board Report 09-0826-PR24) which authorized payment of online tuition fees in amount not to exceed \$400,000. The amount authorized in that Board Report was used to pay the vendor during the initial term of the Master Agreement.

**RENEWAL TERM:** The Master Agreement is being renewed for a one-year period beginning July 1, 2010 and ending June 30, 2011. The Master Agreement shall be amended to provide that the Master Agreement will not automatically renew and that there will be no further renewals.

**SCOPE OF SERVICES:** The CPS Virtual High School (CPS-VHS) offers credit based online/virtual course options for students attending any Chicago Public High School. Students can take courses for credit recovery, in order to make up a course that they have failed, or for as the first time delivery of a course in order to take a course that is not offered at their school, a course that conflicts with their schedule or an advanced level course. The CPS Virtual High School has been a key Graduation Pathways strategy to ensure that students anytime access to CPS high school graduation requirements. Enrollment is based upon school and student needs. Over 2,500 students were served with Aventa online courses during the Fall 2009 and Spring 2010 semesters with a success rate averaging 70 – 75%. Aventa Learning will continue to license Advanced Placement online courses, online courses, online credit recovery courses and Advanced Placement Exam Review and related educational technologies to expand student access to challenging high school curricula aligned to National and Illinois Learning Standards. Aventa Learning will also continue to host the licensed materials and will be responsible for posting, updating and maintenance of the licensed materials.

**DELIVERABLES:** Aventa Learning will also provide:

- consistent, quality communication between online teachers and students and appropriate level of support for CPS students and mentors from online teachers

- Consistent, quality communication between Aventa online teachers, coordinators and CPS mentors
- Appropriate data reporting

**OUTCOMES:** Vendor's services will result in:

- students being enrolled into appropriate courses and receiving a high quality curriculum and instruction
- an increase in the number of students who complete advanced level courses
- an increase in the number of students who meet graduation requirements
- an increase in the number of students who are back on track to graduate upon completion of program/courses

Outcomes will be measured based on the Key Performance Indicators (KPIs) for the Distance Learning Program, which include:

- Total number of students served
- Percentage of students who complete program/course
- Percentage of students who attain credit
- Number of students who meet graduation requirements and graduated upon completion of program
- Number of students who complete advanced level courses
- Number of students who are back on track to graduate upon completion of program/courses

**COMPENSATION:** During the renewal period commencing July 1, 2010 and ending June 30, 2011, Aventa Learning shall be paid a fee per course seat, a fee per block of 10 concurrent annual user seats and a per student per enrollment fee for supplemental seats; total amount payable to Aventa Learning not to exceed \$400,000 for this renewal term.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written renewal and amendment agreement, including indemnification of vendor by Board. Authorize the President and Secretary to execute the renewal and amendment agreement.

**AFFIRMATIVE ACTION:** Pursuant to section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise, contract participation (M/WBE) this contract is exempt from review because the contract is for tuition payments.

**FINANCIAL:** Charge to Office of Student Support and Engagement

Department of Graduation Pathways

Fiscal Year: FY 2011

Budget Classifications: 13720-115-57940-110004-000000

**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.

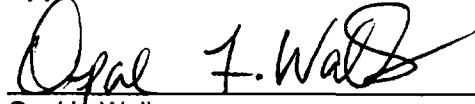
**Conflicts** – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their 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-P04), 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


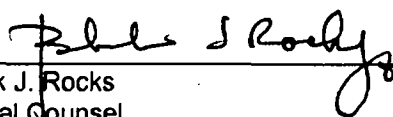
**Approved:**

  
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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