

**SECOND RENEWAL TO THE SOFTWARE LICENSE, IMPLEMENTATION,
AND SUPPORT SERVICES AGREEMENT**

[Schoolnet, Inc.]

This Second Renewal to the Software License, Implementation, and Support Services Agreement ("**Second Renewal**") is entered into by and between the Board of Education of the City of Chicago (the "**Board**"), with offices located at 125 S. Clark Street, Chicago, Illinois 60603 and Schoolnet, Inc ("**Vendor**"), with offices located at 525 7th Avenue, 4th Floor, New York, New York 10018.

RECITALS:

- A. The Board and Campusware, L.P. entered into that certain Software License, Implementation, and Support Services Agreement dated March 25, 2008 ("**Original Agreement**"). Vendor acquired Campusware, L.P. By separate agreement, Vendor assumed all rights and obligations of the Original Agreement. The Board and Vendor entered into that certain First Amendment to the Software License, Implementation and Support Services Agreement dated August 19, 2009 ("**First Amendment**"). The Board and Vendor entered into that certain first renewal agreement dated ("**First Renewal**") dated March 25, 2010. The Original Agreement, First Amendment and First Renewal shall be collectively referred to as the "**Agreement**"; and
- B. The parties now desire to renew the Agreement as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Second Renewal.
2. **Definitions:** Any and all capitalized terms contained in this Second Renewal, and not defined herein, shall have the definition as set forth in the Agreement.
3. **Services:** Vendor agrees to provide the services set forth in Exhibit A-2 ("**Services**"), in accordance with the terms and conditions of this Second Renewal. "Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A-2 and any and all work necessary to complete them or carry them out fully and to the standard of performance required by the Agreement. The Board retains final authority with respect to all Service related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes shall be documented by a written amendment to this Second Renewal signed by both parties and the Board's General Counsel.
4. **Renewal Term:** The term of this Second Renewal shall commence on March 25, 2011 and terminate on March 24, 2012 ("**Second Renewal Term**"), unless terminated sooner as provided in the Agreement.
5. **Compensation:** Vendor shall be paid in accordance with the fee schedule contained in Section IV of Exhibit A-2. The total maximum compensation payable to Vendor during the Second Extension Period shall not exceed the sum of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) ("**Total Maximum Compensation**").
6. **Freedom of Information Act:** Vendor acknowledges that this Second Renewal and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Second Renewal is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Second Renewal shall be posted on the Board's internet website at www.cps.edu
7. **Original Agreement:** Except as expressly provided in this Second Renewal, all terms and conditions of the Agreement are and shall remain in full force and effect during the Second Renewal Term.

[Signature Page to Follow]

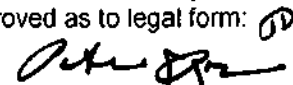
IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the latest date set forth below.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: 
David J. Vitale, President

Attest: 
Estela G. Beltran, Secretary

Date: 10/25/11

Board Report No. 11-0323-PR9-1;
11-0622-AR1-16; 11-0824-AR2-12
Approved as to legal form: 
Patrick Rocks, General Counsel

SCHOOLNET, INC.

By: Mark Ghernis

Signature: 

Title: President + COO

Date: 10/5/11

Exhibit A-2

SCOPE OF SERVICES

SchoolNet

Board Report # 11-0323-PR9

Name of Project: IMPACT Gradebook Maintenance and Support

Board's Project Manager: Phillip DiBartolo Phone: 773-553-2641

E-Mail: pdbibartolo@cps.k12.il.us

Consultant's Project Manager: Andy Brenner Phone 646-496-9002

E-Mail: abrenner@schoolnet.com

Period of Performance: Start Date: March 25, 2011 End Date: March 24, 2012

I. SCOPE OF WORK TO BE PERFORMED:

Existing Software Version: Vendor will continue to provide maintenance and support for SchoolNet GradeSpeed, which includes modules for Grading, Attendance, Student and Parent Portals (English/Spanish). Vendor will provide any technical program corrections and enhancements that it makes available to its customers generally during the Second Renewal Term of this Second Renewal as long as the Board's technical support fee is current. There are no third party licenses associated with this software.

Software Upgrade: Vendor will continue to provide maintenance and support for all major version upgrades, which includes modules for Grading, Attendance, Student and Parent Portals (English/Spanish/Polish), Curriculum tracking and increased standardized test and assessment data interoperability with other CPS systems. Vendor will provide any technical program corrections and enhancements that may develop during the Second Renewal Term of this Second Renewal Agreement as long as the Board's technical support fee is current. There are no third party licenses associated with this software.

II. DELIVERABLES:

- Maintenance and Support: Provide maintenance and support services for SchoolNet GradeSpeed for CPS school district. Vendor will provide maintenance which consists of program corrections and enhancements that Vendor may develop during the Second Renewal Term of this Second Renewal 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.
 - Regular software updates and installers
 - Database cleanup and alter scripts (usually part of installers)
 - Bug Fixes targeted to highest priority defects
 - Updated user guides to accompany each release
 - Minor feature and functional enhancement
 - Performance Optimizations
 - Integration testing for embedded components
 - Compatibility Testing (New OS, SQL Server, etc.)
- 'Customization Support': Vendor shall provide time and material support for the creation and maintenance of custom CPS deliverables, including new reports and program functions. Delivery is contingent on the provision of

business requirements and technical specifications. All customization support shall be billed at the rates specified in the Hourly Cost Table below throughout the Second Renewal Term.

III. OUTCOMES:

- The underlying goal of the solution is to continue to provide both CPS educators and the parent community at large with a real-time means of tracking student performance and proactively monitoring academic progress towards defined educational goals. The product provides educators with a means of performing all grading related tasks irrespective of physical location. Additionally, the solution must continue to integrate seamlessly with the existing IMPACT modules with respect to sharing key student data, such as attendance, grades and disciplinary status. The SchoolNet Gradebook must also continue to provide parents with a means of actively monitoring academic performance for multiple student children. Parent-side functionality must allow users to define student performance thresholds that initiate automated alerts via phone, email or text message.

Teachers

- Remote access for grading activities.
- Support for Illinois standards based grading
- Provide a gradebook that contains class period, assessment information, and homework assignments.
- ◊ Proactive monitoring of student progress toward defined educational goals.

Administrators Real-Time monitoring of grades and attendance.

- Analytic capacity to support Performance Management framework
 - Reports
 - Data Collection for key curriculum identifiers
 - Increased integration with assessment and standardized test data
- Administrative access to teacher grade books at their location. By extension, similar tiered access to Area and District personnel.
- ◊ Optimized decision making

Parents

- Online access to student progress reports and report cards.
- Online access to student attendance and grades.
- Automated notification of student performance based on parent defined thresholds.
- ◊ Increased collaboration and communication between Parents and School Staff.

Students

- Provision of an online conduit for submitting HS course requests
- An online, real-time means of tracking grades to date
- ◊ Improved academic performance

IV. COMPENSATION:

- Vendor shall be paid for maintenance and support annually, for a total not to exceed \$430,000 in FY12 (the "Maintenance and Support Cost"). The amount of \$430,000 shall be invoiced upon execution of this Second Renewal Agreement. The Maintenance and Support Cost is inclusive of all maintenance and support services outlined in this Exhibit A-2 for the Schoolnet Gradespeed product. The Maintenance and Support Cost does not include costs for "Customization Support", which are additional and further described below.
- Vendor shall be paid for 'Customization Support' costs upon invoicing, for a total not to exceed \$70,000 in FY12. Customization costs will include ongoing monthly maintenance of the CPS text messaging customization. Costs may also include any additional work that shall be billed on a time and materials basis pursuant to the "Hourly Cost Table" set forth below.
- Hourly Cost Table

Role	Hourly Rate
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Data Integration Specialist/Developer	\$140
Report Writer/Developer	\$125
Programming Specialist/	\$120
Training/Technical Writer	\$90

V. INVOICING SCHEDULE:

Maintenance Support: Invoicing for Gradespeed Maintenance and Support will consist of a one-time annual expense for the Second Renewal Term in the amount of \$430,000.00, which will be invoiced by Vendor upon the effective date of the Second Renewal.

Customization Support: Invoices for actual work expended will be delivered every month through the duration of the project. The invoices will include consultant services charges and details of work provided as specified in the Agreement