

This Agreement will be posted on the CPS Internet website.

SOFTWARE AND SERVICES AGREEMENT
[Truenorthlogic]

This SOFTWARE SERVICES AGREEMENT ("Agreement") is entered into as of July, 13, 2012 ("Effective Date") by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools, with offices at 125 S. Clark Street, Chicago, IL 60603 (the "Board" or "CPS") and Truenorthlogic with offices located at 8180 South 700 East, Ste 250, Sandy, UT 84070 ("Vendor").

RECITALS

A. Vendor desires to provide software and support services to the Board, and the Board desires to purchase or license the software and support services pursuant to the terms and conditions that follow; and

B. Vendor has demonstrated that it has the requisite knowledge, skill, experience and other resources necessary to provide the software and support services to the Board.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Definitions:**

A. "Documentation" means any and all operator's and user's manuals, training materials, guides, commentary, listings and other materials for use in conjunction with the Software. Vendor shall deliver to the Board a copy of the Documentation for each licensed user identified of the Software. The Board shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation as it may deem necessary.

B. "Software" means the software identified in Exhibit A, hosted and maintained by Vendor, and accessible to the Board via the Internet.

3. **Term of Agreement:** This Agreement begins on the date the last party signs the Agreement (as indicated by the date associated with the party's signature), (the "Effective Date") and ends June 30, 2014 ("Term"), unless terminated sooner as provided herein. The Board shall have two (2) options to renew the Agreement for periods of two (2) years each.

4. **Scope of Services:** Vendor agrees to provide the services set forth in Exhibit A ("Services"), in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, Software, products, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The Board retains final authority with respect to all Services 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 Agreement signed by both parties and the Board's General Counsel.

5. **Personnel:**

A. **Adequate Staffing:** Vendor agrees to assign and maintain during the term of this Agreement and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board determines, in its sole discretion that any employee, subcontractor or other person providing Services hereunder for the Vendor is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct the Vendor to remove that person from performing Services under this Agreement.

B. **Key Personnel:** This Agreement may list individuals of the Vendor who have particular expertise on which the Board is relying ("Key Personnel"). Vendor may not reassign or replace Key Personnel without the written consent of the Board, which consent shall not be unreasonably withheld or delayed. If one or more Key Personnel terminate their employment with Vendor or otherwise become unavailable for reasons beyond Vendor's reasonable control, Vendor shall promptly replace such person with another person with comparable

training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed.

6. **Compensation, Purchase Orders and Payment:**

A. **Compensation:** The total maximum compensation payable to Vendor pursuant to this Agreement shall not exceed One Million Five Hundred Thirty-Seven Thousand Six Hundred Eighty-Five Dollars and 00/100 ("Total Maximum Compensation"). The Board shall not reimburse Vendor for any expenses. Vendor is not entitled to any payment nor is the Board obligated to pay Vendor any amount solely by virtue of entering into this Agreement. In the event of early termination of this Agreement, the Board shall only be obligated to pay for Services rendered up to the date of termination. In no event shall the Board be liable for the cost of Services performed after the effective termination or expiration date of this Agreement. Vendor agrees to provide the Services at the prices set forth in Exhibit A.

B. **Purchase Orders:** Orders must be on the Board's Standard Purchase Order Form ("PO"). The pre-printed terms and conditions found on the PO shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Agreement. It is understood and agreed that Vendor shall not provide any Services without a valid purchase order. If Vendor provides any Services without a valid purchase order Vendor shall not be entitled to receive any payment for such Services.

C. **Payment:** Vendor shall be paid in accordance with the invoice schedule in Section V of Exhibit A. Vendor shall submit invoices referencing this Agreement. All invoices must include: a valid purchase order number, itemized description of the Services rendered, date the Services were rendered, date the materials were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement.

7. **License, Implementation, Hosting, and Support:**

A. **License:** Vendor hereby grants to the Board a non-exclusive, perpetual, worldwide, nontransferable (to a third party), license to use the Software for the fees specified in this Agreement, for the Term of the Agreement. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software except as expressly provided herein. The Software and Documentation shall at all times remain the sole and exclusive property of Vendor. The Board shall not copy or knowingly permit the copying by any third party of the Software (other than for a reasonable number of back-up copies) or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Software except as permitted under this Agreement. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Software without the prior written consent of Vendor.

B. **Permissible Board Actions:** Nothing in this Section shall prevent the Board, its employees and representatives from:

i. sharing reports and data generated from the Vendor's Services with other vendors of the Board; and

ii. disseminating Vendor's training materials and data to the Board's vendors who participate in Train the Trainer sessions.

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C. Implementation of the Software: Vendor shall provide installation, configuration, and implementation Services for the Software so that it is accessible through the Board's computer workstations

D. Licensed Users: Vendor shall provide a username and password for each licensed user of the Software. "Licensed Users" or "Board Users" means those schools, classrooms, or administrators, teachers, and students licensed to access the Software. If the number of Licensed Users is not fixed by Exhibit A, then the number of Licensed Users shall be identified in the applicable PO(s).

E. Software Maintenance: During the term of this Agreement, Vendor shall be solely responsible for maintenance of the Software and its accessibility to the Board

F. Software Support: Vendor shall provide the maintenance and support Services to the Board as described in Agreement.

G. Controlling Agreement: The Board shall not be bound by the terms and conditions contained in any clickwrap agreement, clickwrap license, clickthrough agreement, clickthrough license, end user license agreement or any other agreement or license contained or referenced in the Software or any quote provided by Vendor. Even if a Board User agrees to any agreement or license contained or referenced in the Software or a quote from the Vendor, Vendor acknowledges and agrees that those terms and conditions null and void and are not binding on the Board. Rather, Vendor acknowledges and agrees that the terms and conditions of this Agreement represent the entire agreement of the parties for the Services. No additional terms or conditions shall apply to the Board unless a written amendment to this Agreement is made and signed by both parties and the Board's General Counsel.

H. Hosting of the Software and Board Data: Subject to the terms and conditions of this Agreement, Vendor shall provide the Board with storage space on, and access to, a computer system with the capability of making the Software accessible by the Board through a secure online means set forth by Vendor and approved by the Board's Chief Information Officer ("CIO"), and related materials, facilities and services, in order to host the Software and the Board Data (as further described in the exhibits) and to otherwise make the Software and the Board' data accessible on demand by the Board's designated users (collectively, the "Hosting Services"). The Hosting Services shall be included in the term "Services" as that term is defined and used herein.

I. Compatibility and Data Flow: Vendor shall ensure that the Hosting Services allows data to flow properly between the Board's computer workstations and the Vendor's Software and Services. Vendor must ensure that any other resources that are provided by Vendor to the Board, incorporated by Vendor, or approved or recommended by Vendor for use by the Board in connection with the Software and Services, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the "Board Resources"). At all times, Vendor must cooperate and work as requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers. Such coordination shall include:

i. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Software and Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution,

ii. Providing information concerning the Software, Services, data, computing environment, and technology direction used in implementing and the Software and Services;

iii. Working with the Board's other service providers in the implementation and integration of the Software and Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Software and Services;

iv. Providing reasonable access to and use of the Software and Services; and

v. Performing other reasonable necessary tasks in connection with the Software and Services in order to accomplish the foregoing activities described in this section

In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the Board's third-party service providers (or by the Board itself), or within the scope of Software and Services provided by Vendor, such particular service or function shall be considered to be a part of the Software and Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Vendor's Services, as set forth in this Agreement, and it more reasonably would be associated with the scope of Vendor's Services than with the scope of the services to be provided by such other service providers. If any of the foregoing requires the disclosure of any proprietary information or confidential information of Vendor to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with Board, with terms substantially equivalent to those of this Agreement regarding the protection of Confidential information.

Vendor shall have no obligation under this section to ensure that the Board maintains an active internet connection. Any unavailability of the Software or Services due to the Board's lack of an internet connection, unless such lack of an internet connection is caused by Vendor or Vendor's Software or Services, shall be the sole responsibility of the Board.

8. Standards of Performance: Vendor shall devote, and shall cause all of its staff and subcontractors, if any, to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to supply all Services effectively, efficiently, and consistent with the best interests of the Board and to the satisfaction of the Chief Purchasing Officer. Vendor shall retain and utilize sufficient staff to assure the most effective and efficient supply of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and supply the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are supplied at a reasonable cost to the Board and that Services supplied by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable or confidential information or records of the Board, that with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or deliverables or payment for any of the Services by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. Vendor shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

9. Non-appropriation: Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Vendor and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

10. Events of Default: Events of default ("Events of Default") include, but are not limited to, any of the following:

A. Any material misrepresentation by Vendor in the inducement of the Agreement or the provision of Services;

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B. Breach of any agreement, representation or warranty made by Vendor in the Agreement.

C. Default by Vendor under any other agreement Vendor may have with the Board.

D. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law, or

E. Failure of Vendor to supply the Services required hereunder in accordance with the terms and conditions of the Agreement, including, but not limited to, the following:

i. Action or failure to act which affects the safety or welfare of students or Board staff

ii. Failure to perform in accordance with terms, conditions, and specifications of this Agreement.

iii. Failure to supply any portion of the Services herein at the time fixed for performance and in the manner specified herein.

iv. Failure to supply the Services with sufficient personnel and equipment or with sufficient material to ensure the supply of Services due to a reason or circumstances within Vendor's reasonable control.

v. Failure to supply the Services in a manner satisfactory to the Board, or inability to supply the Services satisfactorily as a result of insolvency or filing for bankruptcy;

vi. Failure to promptly re-supply Services that were determined by the Board to be defective or failing to meet the scope of Services within a reasonable time;

vii. Discontinuance of the supply of the Services for reasons not beyond Vendor's reasonable control; or

viii. Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an event of default.

11. **Remedies:** The occurrence of any Event of Default which Vendor fails to cure within fifteen (15) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within fifteen (15) calendar days after notice, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Vendor in default. Whether to declare Vendor in default is within the sole discretion of the Chief Purchasing Officer. Written notification of an intention of the Chief Purchasing Officer to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Vendor's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

A. The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;

B. The right to suspend the supply of Services during the fifteen (15) day cure period if the default results from Vendor's action or failure to act which affects the safety or welfare of students or Board staff;

C. The right to damages incurred as a result or in consequence of an Event of Default.

D. The right to money damages, except that money damages may not exceed the lesser of \$5 million or the total amount that has been paid to date to Vendor under this Agreement;

E. The right to withhold all or part of Vendor's compensation under this Agreement; and

F. The right to use an Event of Default as a basis to deem Vendor non-responsible in future contracts to be awarded by the Board.

The Board may elect not to declare Vendor in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the

benefit of the Board and that if the Board permits Vendor to continue to supply the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement, at law, equity or statute.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

12. **Early Termination, Suspension of Product Delivery:** The Board may terminate this Agreement in whole or in part, without cause upon thirty (30) days written notice.

After notice is received, Vendor must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed.

Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision.

The Board may, upon fifteen (15) calendar day's written notice, request that Vendor suspend supplying Services in whole or part. Vendor shall promptly resume supplying Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon, in writing, by the Board and Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.

13. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that Vendor may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board

14. **Confidential Information, Dissemination of Information, Ownership, Survival:** For purposes of this Section 14 and subsections A through L, the term "Work Product" shall exclude any and all (i) third party intellectual property and (ii) pre-existing Vendor intellectual property that is delivered to the Board as part of the Services to be provided by Vendor hereunder or are imbedded in any Work Product to be delivered to the Board by Vendor hereunder.

A. **Confidential Information** In performance of this Agreement, Vendor may have access to or receive certain information that is not generally known to others ("Confidential Information"). Vendor shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Agreement ("Work Product") without the prior written consent of the Board.

B. **Highly Confidential Information:** "Highly Confidential Information" means employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status,

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income, household income or payroll information. In performance of this Agreement, Vendor may have access to or receive Highly Confidential Information. Vendor shall not use or disclose any Highly Confidential Information without the prior written consent of the Board.

C. Transmitting and Storing Highly Confidential Information: Vendor shall.

i. When mailing physical copies of Highly Confidential Information, send the Highly Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt.

ii. Only mail Highly Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Highly Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Highly Confidential Information shall only be mailed in accordance with the provisions of Section i, above.

iii. Encrypt all Highly Confidential Information prior to transmitting it electronically. Vendor shall not transmit any unencrypted Highly Confidential Information via email, blackberry, blackjack, instant messages or any other unencrypted protocols.

iv. Not send any password or other information sufficient to allow decryption of Highly Confidential Information with the Encrypted Highly Confidential Information.

v. Keep all physical copies (paper or other physical representations) of Highly Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Vendor shall not leave Highly Confidential Information unsecured and unattended at any time.

vi. Encrypt any Highly Confidential Information stored on electronic media, such as CDs, DVDs, tape, flash drives, etc. Further, such electronic media shall be kept locked, or otherwise have sufficient physical access control measures to prevent unauthorized access. Vendor shall not leave Highly Confidential Information in any electronic format unsecured and unattended at any time.

vii. Vendor shall password protect any laptop or computer that contains Confidential Information or Highly Confidential Information. Additionally, any laptop or computer that contains Highly Confidential Information shall have its full hard drive Encrypted. Vendor shall not leave any laptop or computer unattended without enabling a screen-lock or otherwise blocking access to the laptop or computer. Vendor shall ensure that no password or other information sufficient to access a laptop or computer containing Hardware Confidential Information is attached or located near the laptop or computer at any time.

D. Dissemination of Information: Vendor shall not disseminate any Confidential Information or Highly Confidential Information to a third party without the prior written consent of the Board. Vendor shall not issue publicity news releases or grant press interviews related to this Agreement, except as may be required by law or with the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information, Highly Confidential Information or Work Product which may be in Vendor's possession, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Vendor shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Vendor under this Agreement.

E. Ownership: Vendor and the Board acknowledge and agree that Vendor's Work Product is Vendor's sole and exclusive property, and that Vendor does not engage in "works made for hire" as that term is defined in the United States Copyright Act, 17 U.S.C. § 101, et seq. Each of Vendor and the Board shall retain all right, title, and interest in and to all of their respective Confidential Information, Highly Confidential

Information, and Work Product, including without limitation any and all information provided to Vendor by the Board for use in Vendor's products and services offered herein.

F. Use of Confidential Information and Highly Confidential Information: Vendor warrants and represents that it shall not use the Confidential Information, Highly Confidential Information or Work Product for any purpose not specifically identified in Exhibit A, including, but not limited to any research project whether internal or external to Vendor. Any use of the Confidential Information, Highly Confidential Information, or any Work Product not specifically contemplated in this Agreement shall be considered a material breach of this Agreement.

G. Third Party Confidential Information and Proprietary Information: Vendor agrees not to utilize, analyze, reverse engineer, or otherwise exploit any third party Confidential Information or proprietary information in performing the Services regardless of where Vendor obtained the third party Confidential Information or proprietary information (even if the third party Confidential Information or proprietary information was provided by the Board) unless Vendor has previously secured the appropriate authorization in writing from such third party. In accordance with the provisions of Section 18 of this Agreement, Vendor hereby agrees to indemnify and hold harmless the Board against any and all claims related to third party Confidential Information and proprietary information in connection with or arising out of the acts or omissions of Vendor or its Staff under this Agreement.

H. Return or Destruction of Confidential Information and Highly Confidential Information: Vendor shall, at the Board's option, destroy or return all Confidential Information and Highly Confidential Information to the Board upon demand within three (3) business days of demand. In addition, Vendor shall, at the Board's option, destroy or return all Confidential Information and Highly Confidential Information to the Board within three (3) days of the expiration or termination of this Agreement. In the event the Board elects to have Vendor destroy the Confidential Information and Highly Confidential Information, Vendor shall provide an affidavit attesting to such destruction.

I. Data Security and access within the Software: Security in the Software shall be hierarchical. Students shall only have access to their application(s) and their data only. Students shall not be able to access any other students' data or information. Teachers shall only be able to access their active classes for all products and data for students in their active classes only. School administrators shall only be able to access the grades, classes and programs in their school. Chief Area Officers shall only be able to access the grades, classes and schools in their area. The Board's central office shall be able to access all grades, classes and schools in the district.

J. Staff and Subcontractors: Vendor agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to herein by Vendor.

K. Freedom of Information Act: Vendor acknowledges that this Agreement 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 Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.

L. Survival: The provisions of this Section shall survive the termination or expiration of this Agreement.

15. Representations and Warranties of Vendor: Vendor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

A. Compliance with Laws: Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace, the Illinois Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all

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Board policies and rules, as may be amended from time to time. Board policies and rules are available at <http://www.cps.edu>.

B. Good Standing: Vendor, each of its members, if a joint venture or limited liability company, and each of its subcontractors, if any, have not been deemed by the Board's Chief Purchasing Officer to be in default under any other agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the effective date of this Agreement;

C. Authorization: In the event Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor;

D. Financially Solvent: Vendor warrants that it is financially solvent is able to pay all debts as they mature, and is possessed of sufficient working capital to supply all Services and perform all obligations under this Agreement;

E. Gratuities: No payment, gratuity, or offer of employment was made to or by Vendor, any of its members if a limited liability company or joint venture or, to the best of Vendor's knowledge, to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations;

F. Contractor's Disclosure Form: The disclosures in the Contractor's Disclosure Form (or any ratification thereof) submitted by Vendor are true and correct. Vendor shall promptly notify the Board of any material change in the information set forth therein, including, but not limited to, change in ownership or control, and any such change shall be subject to Board approval, which shall not be unreasonably withheld;

G. Background Investigations and Criminal Background Investigations: Vendor represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on any and all employees, agents and subcontractors ("Staff") who may have direct, regular contact with CPS students under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the Sex Offender and Child Murderer Community Notification Law, created under Illinois Public Act 94-219, eff. August 2005, and the Child Murderer Violent Offender Against Youth Notification Law, created under Public Act 94-945. Such complete Records Check consists of the following:

- fingerprint-based checks through the Illinois State Police (ISP) and the FBI;
- check of the Illinois Sex Offender Registry (IL-SOR); and
- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the Sex Offender and Child Murderer Community Notification Law, or the Child Murderer Violent Offender Against Youth Notification Law, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Vendor understands and agrees that it shall not allow any of its employees or subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

If Vendor is an individual, Vendor represents and warrants that Vendor is in compliance with Section 5/34-18.5 of the Illinois School Code as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Vendor agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Vendor, all at Vendor's expense.

It is understood and agreed that Vendor's non-compliance with this Section will constitute a material breach of this Contract, and the Board also will have the right to withhold payments due hereunder until Vendor remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Contract or by law.

H. Research Activities and Data Requests: Vendor acknowledges and agrees that in the event Vendor seeks to conduct research activities in any Board school or use Board student data for research purposes, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Performance Officer or their designee;

I. Ethics: No officer, agent or employee of the Board is or will be employed by Vendor or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy (11-0525-PO2), adopted May 25, 2011, as may be amended from time to time, which policy is incorporated herein by reference as if fully set forth herein;

J. Intellectual Property: That in performing and delivering the Software and Services, Vendor will not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party's confidential information, and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to the Agreement.

K. No Legal Actions Preventing Performance: As of the Effective Date Vendor has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Vendor's ability to perform its obligation under the Agreement.

L. Assignment of Warranties: Vendor has the right, title, and ability to assign and shall assign to the Board any third-party warranties concerning the Software and Services provided under this Agreement from the software manufacturer to the Board.

M. Documentation Warranty: All Documentation provided to the Board from Vendor concerning the Software and Services shall be kept current with the upgrades of the Software and Services.

N. Ownership: Vendor is the owner of the Services and Software or otherwise has the right to grant to the Board the License without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by Vendor;

O. Business Requirements: Vendor is fully aware of the Board's requirements and intended uses for the Software, including any set forth in the exhibits, and the Software shall satisfy such requirements in all material respects, is fit for such intended uses and will operate on the Board's computer workstations;

P. Software Performance: During the Term of the Agreement, the Software shall (i) be free from defects in material and workmanship under normal use and remain in good working order, and (ii) function properly and in conformity with the warranties herein and in accordance

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with this Agreement and with the description, specifications and Documentation on the Board computer workstations and system software including updates or new releases to such hardware, system software and other software, and interface with other programs as required, and the Documentation shall completely and accurately reflect the operation of the Software. Vendor shall promptly correct any failure of the Software to perform in accordance with the current published specifications and Documentation, but in no case shall the failure be fixed in less than five (5) business days.

Q. Free of Computer Viruses Vendor shall use commercially reasonable best efforts to ensure that the Software is free of Computer Viruses. Vendor shall also maintain a master copy of the appropriate versions of the Software, free of computer viruses.

R. Not Alter Program Vendor shall not, directly or through a third party, knowingly remove, alter, change or interface with the Software or any other program for the purpose of preventing the Board from utilizing the Software or any other program.

S. No Disabling Code Vendor shall not knowingly cause any disabling code to be incorporated into Software.

T. Prohibited Acts Within the three (3) years prior to the effective date of this Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code; and

U. Warranty of Title The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances; that Vendor has the lawful right to dispose of and sell the Services and that Vendor shall warrant and defend its title against all claims

All warranties will survive inspection, acceptance payment and expiration or termination of this Agreement. Nothing in the foregoing warranties will be construed to limit any other rights or remedies available to the Board under the law and the Agreement.

16. Independent Contractor: It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's Staff shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Vendor, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Vendor shall be the sole responsibility of Vendor. Vendor agrees that neither Vendor, nor its Staff shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a Social Security Number or a Federal Employer Identification Number.

17. Indemnification: Vendor agrees to indemnify and hold harmless the Board, its members, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including without limitation, costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Vendor or its Staff under this Agreement

In addition, Vendor will indemnify, hold harmless, and defend the Board from any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees and expenses) that the Services infringes, misappropriates, or otherwise violates any intellectual property (patent, copyright, trade secret or trademark) rights of a third party.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such

action, Vendor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Vendor of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Vendor, after receiving notice of any such proceeding, fails to promptly begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

18. Non-Liability of Board Officials: Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to Vendor, its members if a joint venture or any subcontractors

19. Board Not Subject to Taxes: The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The amounts to be paid to Vendor hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.

20. Insurance Requirements: Vendor, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service and policies shall not contain non-standard exclusions. Vendor shall submit to the Board satisfactory evidence of insurance coverage prior to the supply of any Services and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements are:

A. Workers' Compensation and Employers' Liability Insurance: Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all Vendor's employees, with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. The workers' compensation policy shall contain a waiver of subrogation clause;

B. Commercial General Liability Insurance: Commercial General Liability Insurance or equivalent with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence, combined single limit for bodily injury, personal injury and property damage liability coverage, which shall include the following, all premises and operations; Services/completed operations (for a minimum of two (2) years following completion); explosion; collapse; independent contractors; separation of insureds; defense; and contractual liability. The Board shall be named as an additional insured, on a primary non-contributory basis, for any liability arising directly or indirectly from the supply of the Services;

C. Professional Errors and Omissions: Professional errors and omissions insurance coverage in the amount of at least Two Millions and 00/100 Dollars (\$2,000,000) covering contractor and its employees. If

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insurance is on a claims-made basis, coverage must be in place for a minimum of three (3) years beyond the termination of this Agreement;

D. Umbrella/Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance and Automobile Liability Insurance;

E. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with any Agreement, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, and

F. Additional Insured. Vendor shall have its Commercial General Liability Insurance and Automobile Liability Insurance policies endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board.

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Certificate must provide sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago IL 60603

The Board will not pay Vendor for any Services if satisfactory proof of insurance is not provided before the supply of any Services. The Board reserves the right to modify, delete, alter, or change insurance requirements at any time

Vendor shall require any subcontractors under this Agreement to maintain insurance at the same levels described above and naming Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board as additional insureds. Vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Vendor's failure to carry or document required insurance shall constitute a breach of Vendor's agreement with the Board. In the event Vendor fails to fulfill the insurance requirements of this Agreement, the Board retains the right to stop the supply of Services until proper evidence of insurance is provided, or the Board may terminate this Agreement

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by Vendor under this Agreement. Vendor agrees that insurers waive their rights of subrogation against the Board.

The coverages and limits furnished by Vendor in no way limit Vendor's liabilities and responsibilities specified within this Agreement or by law. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

21. Audit and Document Retention:

A. Audit Vendor shall furnish the Board with such information as may be requested relative to the progress, execution and costs of supplying the Services. Vendor shall permit and cooperate in a periodic audit by Board staff or Board-appointed auditors for compliance

by Vendor with this Agreement. Failure of Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit.

B. Document Retention Vendor shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Vendor's supplying the Services under this Agreement. All records referenced above shall be retained for six (6) years after delivery of the Services and shall be subject to inspection and audit by the Board. Vendor shall include in all subcontractor contracts for the Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board the same right to inspect and audit said records as set forth herein.

22. Notices: All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by confirmed telex or facsimile (followed by the actual document), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

IF TO THE BOARD: Matthew Lyons

Copy: Patrick J. Rocks, General Counsel
125 South Clark Street, Suite 700
Chicago, IL 60603
Fax: 773.553.1701

IF TO VENDOR:

Truenorthlogic
8160 S Highland Dr., STE A-5
Sandy, UT 84093
Attn: Kathy Lee

23. Right of Entry: Vendor, and any of its Staff supplying Services shall be permitted to enter upon a school site in connection with the supply of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a school site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use, and shall cause each of its Staff to use, the highest degree of care when entering upon any property owned by the Board in connection with the supply of the Services. In the case of any property owned by the Board, or property owned by and leased from the Board, Vendor shall comply and shall cause each of its Staff, to comply with any and all instructions and requirements of Board or authorized Board representative for the use of such property. Any and all claims, suits or judgments, costs, or expenses, including, but not limited to, reasonable attorneys fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement including without limitation the indemnification provisions contained in this Agreement.

24. Non-Discrimination: It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin. At all times, Vendor shall remain in compliance with, but not limited to: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, et seq., as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, et seq.; Section 504 of the

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Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*; as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. §1400 *et seq.*, as amended; the IL Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as amended; the IL School Code, 105 ILCS 5/1-1 *et seq.*; the IL Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws.

25. Entire Agreement and Amendment: This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

26. Governing Law: This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail to the address and to the person set forth in the Notice Provision of this Agreement, to such other address or person as may be designated by Vendor in writing, to the office actually maintained by Vendor or by personal delivery on any officer, director or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

27. Continuing Obligation To Perform: In the event of any dispute between Vendor and the Board, Vendor shall expeditiously and diligently proceed with the performance of all of its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

28. Conflict Of Interest: This Agreement is not 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 within a one year period following expiration or other termination of their office.

29. Indebtedness: Vendor agrees to comply with the Board's Indebtedness Policy (96-0626-PO3) as may be amended from time to time, which is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

30. Inspector General: Each party to this Agreement hereby acknowledges 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.

31. Waiver: No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time and as often as may be deemed expedient.

32. MWBE Program: Vendor acknowledges that it is familiar with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts and agrees to comply with the provisions of such program.

33. Survival Severability: All express warranties, representations and indemnifications made or given in this Agreement shall survive the supply of Services by Vendor or the termination of this Agreement for any reason. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable or illegal, such provision will be severed; and the entire Agreement will not fail, but the balance of this Agreement will continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision that most nearly effects the intent of the parties in entering into this Agreement.

34. Uniform Commercial Code: In the absence of a governing provision under this Agreement or should any provision of this Agreement be construed by a court of competent jurisdiction as vague, unenforceable or illegal and the parties are unable to agree on a substitute enforceable and legal provision, the corresponding provision of the Uniform Commercial Code, Article 2, shall apply.

35. Joint and Several Liability: If Vendor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof); then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such individual or other legal entity.

36. Debarment Policy: Vendor acknowledges that, in supplying Services for the Board, Vendor shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy and Procedures, 08-1217-PO1, as amended from time to time. If Vendor has engaged any firm to supply Services that is later debarred, Vendor shall sever its relationship with that firm with respect to supplying Services to the Board.

[Signature Page to Follow]

This Agreement will be posted on the CPS Internet website.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the latest date signed below.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

Truenorthlogic

By: David J. Vitale
David J. Vitale, President

By: JEANNE H. MURPHY

Attest: Estela G. Beltran
Estela G. Beltran, Secretary

Signature: [Signature]

Date: 7/13/12

Title: CEO

Board Report No.: 12-0627-PR43 -1

Date: 7/10/12

Approved as to legal form: [Signature]
James Bebley, General Counsel

- Attachment:**
- Exhibit A: Scope of Services
 - Appendix A: Service Level Agreement
 - Appendix B: Data Integration
 - Appendix C: Authorization-Access Control
 - Appendix D: Configuration
 - Appendix E: Sample Change Request
 - Appendix F: Project Plan

Exhibit A-5

SCOPE OF SERVICES

Truenorthlogic

Board Report # 12-0627-PR43

Name of Project: Performance Evaluation

Board's Project Manager: Matthew Lyons Phone: (773) 553-3269

E-Mail: malyons1@cps.k12.il.us

Consultant's Project Executive: Kathy Lee Phone (801)-214-4551

E-Mail: klee@truenorthlogic.com

Period of Performance: Start Date: Effective Date **End Date:** June 30, 2014

I. SCOPE OF WORK TO BE PERFORMED:

The first phase of Performance Management implementation focuses on the vendor's Performance Management tool ("Software"), including items such as evaluation workflows, observation functionality, and competency frameworks for teachers and principals.

Implementation and Deployment Services: Vendor must establish the project management plan that the District and Vendor team will follow for purposes of the project. Throughout the implementation process, vendor must use standard tools that comprise the project management plan, to ensure that all stakeholders are contributing to and receiving the proper information. Vendor shall provide the following distinct resources to assist in the implementation and deployment of the solution: project manager, solution architect (referenced in Data Conversion Services section below), technical business analyst.

- **Project Manager:** Provides overall project management and oversight; Manages communications with District's project team, other vendors (as needed), and other team members; Provides and manages all project documentation; Facilitates all meetings; Manages client training plans; Develops rollout communications plan and support. Named Resource: Valarie Merced
- **Technical Business Analyst:** Reviews, analyzes, and evaluates business systems and user needs as well as documents requirements, scope and objectives. Sets up and configures client's system (access control, workflows, forms, rubrics, etc.) per requirements identified by project team. Named Resource: Stephen Leo.

Training, Change Management and Documentation Services: Vendor is responsible for components that leverage onsite and web-based training in support of a train the trainer model. The Vendor team will be selected to implement the Performance Management module. Vendor shall provide the following distinct resources to assist in the training, change management and documentation associated with the implementation and deployment of the Software solution: training director, documentation specialist.

- **Training Director:** Oversight for the design, planning and implementation of all training and documentation activities. Coordinates all trainers for Truenorthlogic and UPD Consulting. Named Resource: Linda Valenzuela.

- **Documentation Specialist:** Develops user-friendly documentation and training materials, including User Manuals, Training Guides and Online Help for use by all clients. Named Resource: Cory Little

Hosting & Support Services: The Vendor will provide highly available and secure hardware infrastructure and support Services consistent with a (SaaS) business model and Vendor acknowledges and agrees that it will adhere to the service levels outlined in Appendix A. The Vendor shall provide a distinct resource to lead communications with the district for all post implementation support escalations and work with District support team(s) on creating an integrated support process.

- **Client Support Lead:** The Client Support Lead shall provide day-to-day management of client relationships once the Vendor solution has been fully implemented and launched. The Client Support team fields all calls, emails and inquiries from client project managers and technical teams, and ensures that all Service Level Agreement benchmarks are being met. The Client Support team also brings in other Vendor resources as necessary to ensure ongoing success and adoption. The client support team shall also promptly notify the Board of any enhancements and change requests, and communicate to the Board about upcoming patch/upgrade/enhancement releases. Named Resource: Kim Tafiti

Data Conversion Services: The Vendor will provide a plan for and integrate the Software solution into the District's business processes, including but not limited to the necessary data transfers and conversions between and within systems. Vendor shall provide the following distinct resource to assist in the implementation of the solution with a special focus on data conversion and systems integration planning.

- **Solution Architect:** Oversees the technical strategy for the project, including leading the project team through the configuration decision points process, discovery and requirements documentation for system integration, implementation of configuration decisions, and all testing. Identifies ways to map client processes to solution configurations. Shares expertise and insights from other K-12 implementations to enhance client solutions. Named Resource: Jeff Dillon.

Integration Planning and Interface Services:

The Vendor Software solution shall include a data integration layer to ensure that key CPS information, such as student outcomes data, student surveys, and educator profile data from CPS is available as required. Through the data integration layer, all data available within the Software – including evaluation scores – must be provided to the district on a regular basis (typically daily or weekly) for import to the enterprise data warehouse for further consolidation with other District data. See Appendix B for further details.

II. DELIVERABLES BY SERVICE DOMAIN:

- A. **License and Maintenance:** Provide annual license and maintenance services for Vendor's Software 2012.6 for CPS school district. Maintenance service to adhere to existing version 2012.6 and above.

Licensed Features

- Performance Evaluation
- Observation Functions
- Configurable Access Controls
- Ad Hoc Reporting

Maintenance Domains

- Regular software updates and installers
- Bug Fixes targeted to highest priority defects
- Updated release notes to accompany each release
- Minor feature and functional enhancements
- Performance testing

B Implementation and Deployment Services:

Deliverable	Description	Timeline*
Project Management	<p>Vendor will provide resource to craft Project Charter.</p> <p>Throughout the implementation, the vendor is responsible for the creation and management of the following tools for communication:</p> <ul style="list-style-type: none"> - Project Schedule: Includes timeline, dependencies, responsibilities and key team members. - Risk Management Plan: Documents the risk management process, including risk log. - Configuration Management Plan: Identify and define the configuration items, control the changes on the configuration items throughout their lifecycle, record and report the status of change requests, and verify completeness and correctness of configuration items. - Issues Log: A list of issues that vendor and the client are working to resolve. Document the tasks associated with each issue and ensures appropriate follow-through. - Case List: A list of the problems or defects being tracked and corrected by the vendor engineering team. - Status Reports: Weekly reports with tasks accomplished, descriptions of issues, test results, deadlines met, risks, tasks for the next week, project schedule review, metrics, change requests review, risks and mitigation plans, and open issues. - Meeting Minutes/Records: Minutes and records from all meetings, including management meetings and technical advisory groups. Includes identified work tasks, person(s) responsible for the tasks, and target completion dates. - Change Management and Training Plan: An agreed upon plan for a successful rollout of the solution, including change management, communications, and training strategies and plans. During the initial planning and kick-off meetings, Vendor team will work with the District to identify key change management, communication and training goals and strategies so that the Change Management and Training Plan is begun and further developed throughout the configuration and implementation process. - Test Plan: Plans for ensuring the quality of the system. - Change Request Record: Vendor must provide an online project management tool that catalogs/tracks requested changes from the CPS and allows team members to collaborate and share activities, documents and assignments. 	July 2012 – June 2014
Discovery	<p>Discovery & Configuration Planning. Vendor will drive the establishment of an implementation team comprised of vendor and District team members. Vendor-based members of the project team must participate in the following activities.</p>	July-August 2012

	<ul style="list-style-type: none"> - System Configuration Planning. Complete Configuration process and documentation, as demonstrated and explained by the vendor Solution Architect, to identify preferred configurations desired for the vendor system. - Identify Integration Requirements. The District's project team will work with the vendor solutions architect to define the requirements and scope of any required integrations, such as LDAP/Active Directory, Oracle 's PeopleSoft HRIS, etc. This will result in a specific Information Technology Integration plan. - Project Meetings. Participate in onsite kick-off meeting. Participate in weekly meetings during project implementation. 	
Infrastructure	<p>Vendor will complete the installation/setup of all hardware for the application and database tiers of the Hosted Networking, Presentation, Application, and Database Tiers allotted to CPS. Vendor should also provide technical documents pertaining to the integration points between Vendor solution and District systems.</p> <p><u>Environments:</u> Production, Testing & Training</p> <p><u>Application (Web Servers):</u> Deploy, host and maintain CPS-branded web tier for users to access the vendor solution, including 4-6 Virtual Production Presentation / Application servers that meet the performance requirements, per the performance test and a Test environment that closely mirrors the production environment for all tiers.</p> <p><u>Database:</u> Infrastructure allocated to the database tier will be a dedicated CPS environment not shared by other SaaS clients. The environment will be configured with redundancy for both the RDMS application and data.</p> <p><u>Security:</u> Vendor is responsible for physical, network and application security. The District reserves the right to inspect facility at any point in time during the term of the agreement.</p> <ul style="list-style-type: none"> - Physical: facilities must ensure highest bandwidth and availability, they also employ a combination of security cameras, HVAC sensors, biometric authentication systems, fire suppression, and monitoring for protecting physical proximity to CPS machines. Physical access is controlled via biometric authentication systems. Access records are stored for a minimum of one year. On-site staff is notified of all building access in real-time and logs are kept of all entries. - Network: Vendor will provide a knowledgeable resource to configure Vendor network changes and work with the District IT network team to test all network-related configuration requirements. At minimum, network access must be governed by a solution comparable to CISCO PIX 515 security appliance with policies that ensure the strongest protection possible to all known forms of attacks, that is configurable to provide secure tunnels, or encrypted traffic between CPS and TNL environments and runs the latest IOS patches. Network control is provided via Cisco PIX's strong application layer security through 30 intelligent, application-aware inspection engines that examine network flows at Layers 4-7. Incorporate multi-vector attack 	July-August 2012

	<p>protection services to further defend against many popular forms of attacks, including denial-of-service (DoS) attacks, fragmented attacks, replay attacks, and malformed packet attacks. All IP tunnels must be configured for secure shell access only (encrypted remote login software) and supports access to certain machines within the firewall environment. All machines within the firewall and co-locate subnet are only accessible to each other via secure shell.</p> <p>- Application: There are two layers to application security: session protection from network sniffing and prevention of URL hacking after a session is established. The first layer of application access control is to encrypt all web sessions with the HTTPS web protocol. The second layer of application access is controlled by the application architecture, delivering dynamic web pages for each session enabled. All URL calls are validated against the user's access control rights, uniquely configured and controlled by each of our clients, and stored in the client's database.</p> <p>Load Balancing: Vendor will provide independent load balancing hardware, in a redundant configuration in order to provide the maximum availability (HA) for the District hosted environment. Vendor must provide this equipment type, and configuration details in architectural documentation for both production and test environments.</p> <p>Monitoring: Vendor is responsible for application monitoring. Must include complete network and environmental monitoring is in place and monitored 24x7 by a matrix of systems that include: on-site staff members, software agents, and on-call administrators.</p>	
Configuration	<ul style="list-style-type: none"> - Solution will meet configuration of the District's competency frameworks, which include but are not limited to CPS Framework for Teaching (and all derivative Frameworks), CPS Principal Competencies, and CPS Core Competencies for Non-School Administrators - Solution will be configured to meet District business processes and applicable labor union agreements and State statute for the evaluation of employee performance, including all workflows, forms, and combinations thereof related to performance evaluations of teachers, school administrators, and district staff. - Software solution will be configured to incorporate resident District's data into the workflow, logic rules, forms, and reports, including but not limited to multiple types of student learning growth data and survey data aggregated at an employee level. - Configurable domains include, but are not limited to the items outlined in Appendix D. 	<p>OVERALL July – June 2013</p> <p>TEACHERS: July – September 2012</p> <p>PRINCIPALS: July – November 2012</p> <p>OTHER: July – June 2013</p>
Active Directory Integration	Solution will integrate with CPS Active Directory Forest for user authorization and authentication. Vendor will work with District resources and the PM team to create a well-documented process for managing application user provisioning and de-provisioning.	July – August 2012

C. Training, Change Management and Documentation Services:

Deliverable	Description	Timeline*
Training	<p>Vendor is responsible for delivery of the following training materials:</p> <p>Module - System Administration – Vendor Portal</p> <ul style="list-style-type: none"> - Logging in and Navigating the System - Assigning Access Rights 	<p>OVERALL July – June 2013</p> <p>TEACHERS:</p>

	<ul style="list-style-type: none"> - Managing User Accounts - Managing Schools/Sites/Local Districts - Managing System Notifications - Creating Unique User Experiences via Layout Manager <p>Module - Performance Management Suite (Evaluation, Professional Development Plans, Observations) TNL recommends no code changes for the first phase (delivery date of September). TNL does understand that the District may have some custom code requirements that may be critical to meet District Policies or Practice. Those requirements can be jointly discussed to determine the best path for resolution; including the possibility of making changes, not making change, and the potential impact to the delivery deadline. Changes to scope will be made through the Services Change Request process – AppendixE.</p> <ul style="list-style-type: none"> - Targeting Evaluations/Professional Development Plans to User Groups - Accessing and Navigating Evaluations and Professional Development Plans - Setting Up Observations and Other Assessments (Overview) - Completing Self Reviews - Creating, targeting and publishing Observations and Assessments - Competency Rubrics <p>Module – Performing a Classroom Observation</p> <ul style="list-style-type: none"> - Reviewing Staff Rosters - Scheduling an Observation and Selecting an Observation Type - Goal-Setting Tools and Forms - Methods for Entering Evidence During an Observation - Aligning Evidence to Competencies and Rating Performance - Saving as Draft or Final Observation Ratings <p>Module – Reporting</p> <ul style="list-style-type: none"> - Create and Memorize Configured Reports - Create Ad Hoc Reports - Exporting and Printing Reports - Viewing Data via Dashboards <p>Module – Calendar Manager</p> <ul style="list-style-type: none"> - Create and Manage Calendar Events - Customize the Calendar <p>Module – Training Wrap and Debrief</p> <ul style="list-style-type: none"> - Questions, discussion, feedback and survey <p>Vendor is responsible for six (6) days of an onsite trainer and a helper in the classroom to conduct the Train-the-Trainer.</p> <p>Train the Trainer Vendor is also responsible for preparing all user groups to successfully adopt and use the system via a Train-the-Trainer model. Delivery involves providing the District's trainers with the training plan, tools, and information to deliver training to all intended users. The Train-the-Trainer content will be role-based and targeted for: Principals and Building Leaders, Teachers and Staff.</p> <p>Train-the-Trainer model includes:</p> <ul style="list-style-type: none"> - Master Training Materials; including instructor guides, sample scripts and reference materials - Instruction on all implemented system modules 	<p>July – September 2012</p> <p>PRINCIPALS: July – November 2012</p> <p>OTHER: July – June 2013</p>
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	<ul style="list-style-type: none"> - Instruction on content and activities for delivering local training - Guided practice for introducing and conducting training activities. - Providing an opportunity to practice delivering training to build confidence and skill. - Quick Reference Card <p>Web Based Training The vendor will create web-based tutorials to facilitate just-in-time training. We recommend the creation of a library of tutorials that can be accessed as support for employees using the system. Vendor will design and develop no more than 7 web-based tutorials, falling into three types:</p> <ol style="list-style-type: none"> 1. Getting Started. This module will address logging into the system, exploring the navigation of the portal, and exploring the online help tools. 2. Performance Evaluations. This module will explore navigating the Performance Evaluation Tab, Review Competencies, and completing evaluations. Several tutorials of this type may be required to address different populations of employees with significantly different performance evaluation processes within solution. 3. Reporting. This module will introduce the user to the available reports in the system, as well as ad hoc reporting. 	
Change Management	<p>Data Drill-Down Sessions - Vendor is responsible for holding 90-minute facilitated meetings with school leadership teams and teachers—providing a rigorous setting for developing hypotheses about data trends and collaborating to implement best practice, high-yield approaches.</p> <p>Vendor will facilitate Data Drill-Down Sessions for all District schools in groups of approximately 25 schools. Each school will receive 2 Sessions in Year 1 and 1 session in year 2.</p> <p>For each session, vendor will complete the following tasks:</p> <ul style="list-style-type: none"> - Using reports from the Performance Evaluation and Development System, vendor will work with District schools to produce data snapshots that are fundamental to analyzing educator effectiveness. - Draft memo for circulation to the participants under the leader's name which highlights key analysis and drill-down questions based on what has been identified through the data. - Brief school-based leaders prior to each Data Drill-Down Session. - Facilitate the Data Drill-Down session discussions among principals and leaders around what the data tells us and what actions might change to affect positive outcomes - Debrief with cohort-based leaders after the Data Drill-Down Session. Reflect on takeaways and lessons learned to help build the capacity of the school-based leadership staff to continue and expand the SchoolStat model once the engagement with vendor ends. - Draft a follow-up memo detailing the steps that are to be taken by participants prior to the next Data Drill-Down session. - Provide additional coaching to leadership and remote technical assistance on the data in between sessions. 	November 2012 – June 2014
Documentation	Includes the following:	July-

	<ul style="list-style-type: none"> - Development of custom, role-based training materials for principals, building leaders, teachers and non-school staff. - Electronic versions of the materials for the district's use - A Quick Reference Card - Troubleshooting Guide. This module will provide the user with access to resources to troubleshoot issues with the system. 	September 2012
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D. Hosting and Support Services:

Deliverable	Description	Timeline*
Application and Database Monitoring	Vendor will provide access to monitoring tools and methods that will provide District with insight on the state of the Vendor's hosted environment	As needed for Full Term of Agreement.
Ongoing Support	Vendor will hold bi-weekly (or as frequently as mutually agreed upon) support calls with CPS resources to discuss open items and to generally ensure continuous service optimization.	As needed for Full Term of Agreement.
Product Development	A vendor Product Development Specialist will communicate monthly with the CPS team to discuss the product roadmap and pending releases. The vendor is responsible for establishing a formal product roadmap and development client committee, of which CPS will be a participating member. Designated Product Development Specialist Jeff Dillon.	Monthly for Full term of Agreement.

E. Data Conversion Services

Deliverable	Description	Timeline*
Conversion Tools	<p>General</p> <ul style="list-style-type: none"> - Vendor is responsible for the creation of customizable command line scripts for import and export of data. - Vendor will provide full access and detail for all Application Program Interface tools (APIs): <p>Web-services APIs – Queries for a particular user(s) and related info</p> <ul style="list-style-type: none"> - Required Training - Recommend Training - Transcript - Courses - Course Details <p>Web-service APIs – Data updates per user or users</p> <ul style="list-style-type: none"> - Recording Learning Activity Completion <p>Web-service APIs – for single-sign-on into external content systems</p> <ul style="list-style-type: none"> - Trusted Login - Get Login Ticket - Get Protocol Version <p>Formatted File based APIs (mass updates)</p> <ul style="list-style-type: none"> - User (locations, demographics) create, delete and update 	As needed for Full Term of Agreement.

	<ul style="list-style-type: none"> - Location create, delete and update - Learning Activity/section/enrollment create, delete - Certifications create, delete - User certifications create, delete <p>Formatted File based APIs (mass exports)</p> <ul style="list-style-type: none"> - Users - Locations - Learning Activities/section/enrollment - Certifications - User Certifications 	
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F. Integration Planning and Interface Services

Deliverable	Description	Timeline*
Data Integration (CPS- Outgoing)	Vendor is responsible for the implementation of CPS data files made available via secure FTP site (XML, CSV). Request, load and profile school and teacher data in the True North Logic solution. (Appendix B for details). Includes the effort to resolve any data interface issues, as needed.	July – August 2012
Data Integration (True North Outgoing)	Vendor is responsible for the provision of of CPS data files made available via secure FTP site (XML, CSV). Extract and deliver data output file from Truenorthlogic to CPS that can be used to populate the CPS Enterprise Data Warehouse. Includes the effort to resolve any data interface issues, as needed. (Appendix B for details).	September- October 2012

Detailed project plan is included as Appendix F. This plan outlines the specific activities, durations, milestones, and resources for the above services.

III. OUTCOMES:

- Successful implementation that ensures all affected district personnel have the requisite training to leverage the solution in support of the REACH and Principal evaluation initiatives in a timeframe that adheres to State of Illinois legislation (i.e. PERA) and District policy.
- Adoption of a solution that has been configured to meet CPS standards in the areas of providing feedback and support to employees through a user-friendly, District-branded, seamless performance evaluation process. This configuration will meet all necessary statutory and contractual requirements and provide the District with performance information to assist in Instructional and Talent decision-making.
- The solution will provide specific performance outcomes to support the continuous process of improvement. The solution delivers effectiveness scores and data to target professional development, inform career planning, and support professional growth planning, all of which can be supported based on district or unit goals, as well as individual need, as prescribed by evaluation and competency mapping outcomes.
- Fully configured SaaS infrastructure environment, including a segregated CPS database tier, that is configured with the highest degree of security.
- SaaS solution that provides 99.5% availability.
- Delivery of a technology solution that is fully integrated with CPS Active Directory framework; ensuring that staff can use their same login and password.

IV. OVERALL SCHEDULE:

Milestone	Schedule
Complete Implementation and Deployment Services	July 1 – June 30, 2013 TEACHERS: September 10, 2012 PRINCIPALS: November 15, 2012 OTHER: June 30, 2013
Complete Training, Change Management and Documentation Services	July 1, 2012 – June 30, 2014 TEACHERS: September 10, 2012 PRINCIPALS: November 15, 2012 OTHER: June 30, 2013
Fulfill Hosting and Support Services	July 1 – June 30, 2014
Data Conversion	July 1 – September 30, 2012
Integration Planning and Interfaces	July 1 – September 30, 2012

V. COMPENSATION:

- Total cost of agreement not to exceed \$1,537,685
 - Year One - \$1,036,785
 - Year Two - \$500,900

INITIAL TWO-YEAR TERM OF AGREEMENT

Item	Notes	Year 1	Year 2
License and Maintenance Cost	@ \$13.25/user for 24,000 users	\$318,000	\$318,000
Implementation and Deployment Services		\$420,755	
Training, Change Management and Documentation		122,000	48,000
Hosting Fees		110,900	110,900
Data Conversion		10,000	
Integration Planning and Interfaces		30,000	

Pricing 1.0

• **Invoice Schedule:**

- **License, Hosting, and Maintenance Cost:** Vendor shall submit annual invoice on July 1 throughout the Term of the Agreement for the Licensing and Maintenance cost.
- **Implementation & Deployment Services:** Vendor shall invoice the Board upon completion of the Deliverables outlined in Section II.B. of this Exhibit A. Invoices for actual Services provided will be at the billable rates outlined in the table below: (Pricing 2.0). The invoices will include details of Services provided as specified in the Agreement; including detail on specific milestones.
- **Training, Change Management & Documentation:** Vendor shall invoice the Board upon completion of the Deliverables outlined in Section II.C. of this Exhibit A. Invoices for actual Services provided will be delivered every month through the duration of Agreement at the billable rates outlined in the table below: (Pricing 2.0). The invoices will include details of Services provided as specified in the Agreement; including detail on specific milestones.
- **Data Conversion:** Invoice will be delivered as one time expense upon completion of all milestones for these Services as set forth in Section II.E. of this Exhibit A.
- **Integration Planning and Interfaces:** Invoice will be delivered as one time expense upon completion of all milestones for these Services as set forth in Section II.F. of this Exhibit A.

- **Billable Rates**

Resource	Bill Rate	Estimated Hours
Project Manager	84.00	2080 (100%)
Solution Architect	73.00	624 (30%)
Technical Business Analyst	55.00	936 (45%)
Training Director	75.00	375
Documentation Specialist	45.00	480

Pricing 2.0

APPENDIX A: SERVICE LEVEL AGREEMENT

The Vendor is an Application Service Provider (ASP). The vendor product suite is hosted in a secure data center facility. CPS may access the system 24 hours a day, 365 days a year, from any computer equipped with Internet access. The Committed Metrics are based on a 7.5% concurrency rate.

Website availability

If the average website availability is less than the applicable amount set forth in the table below, then TNL will provide a Service Credit to CPS. The Site will be available from any browser client that has access to the Internet, regardless of operating system or location of client. Although vendor ASP services provide redundant Internet routes, no guarantee of end-to-end availability on the Internet is made.

Committed Metric	Unscheduled Outage Time/Month	Service Credit
99.5%	More than 8 hours	1-Day Service Credit
	Each additional whole hour over 8 hours	Additional 1-Day Service Credit

Availability Credit. If District believes the Vendor has failed to meet its committed website availability, District must contact its vendor representative in writing within 15 business days of such failure. Upon the Vendor's verification that the actual availability over the measurement period was less than the committed availability, Vendor will issue a Service Credit to the CPS. The Service Credit will equal the applicable amount from the table above for the monthly recurring charges for the affected website in the applicable month. Approved Service Credit(s) will be applied to District's invoice during the next billing cycle. Truenorthlogic will provide the District with notification of failure to meet website availability. Any decision made by TNL concerning this SLA or associated credits will be final, binding and conclusive. Service Credits issued in any month under any SLA will not exceed CPS's total monthly recurring hosting charge.

Telephone and email support availability.

Vendor provides unlimited technical support for the CPS's System Administrators and Project Managers during business hours (Monday through Friday, excluding holidays). This includes toll-free phone support with a trained Support Services Team member or through email. A second toll-free number will also be included for critical assistance issues after business hours.

Contacting a Technician

Phone and Email help desk information will be provided before or upon contract execution.

Problem Escalation Procedures

Consistent, clear and open communication between vendor and the CPS is critical to the success of all vendor implementations. Vendor project teams are responsible for sharing relevant and important information that will affect the timeline, schedule, cost, quality, and resources for the shared project. All technical support requests follow the same escalation procedure:

Toll-free phone tech support or email (first 24 hours)

- 2) Client Services Manager (2 business days)
- 3) Director, Client Services (3 business days)
- 4) Executive Vice President (4 business days)
- 5) CEO (5 business days)

Response and Resolution Times

Problem Severity	Initial Response	Initiate Fix	Resolution
Priority 1	1 hour	1 hour	ASAP
Priority 2	1 hour	1 hour	2 Business Days
Priority 3	2 hours	4 hours	2 Business Days
Priority 4	2 Business Days	TBD	TBD

APPENDIX B: DATA INTEGRATION

1. CPS Provided Data

Vendor shall obtain from the Board (a) a set of staff information files ("**Staff Data**"); (b) school data; pertinent only to the subset required by the Performance system, which will be used to facilitate staff evaluation and improve the quality of the data received back from Truenorthlogic. Vendor will import data files from CPS made available via secure FTP site. Data management tasks include mapping to match CPS data with Vendor's data structure, importation of data items specific to program(s), and providing a method for archiving staff data when it is found a staff member is no longer affiliated with the district.

1.1. File: Staff Identifying Information

1.1.1. Contents

Staff ID; Last Name; First Name; Job Title; Job Status Code; School Year; Assigned School Name; Assigned School ID; CPS Username; CPS Email address ;

1.1.2. Frequency of Transfer

Nightly

1.1.3. CPS Uses

Staff Identifying Information will pre-populate evaluation forms that appear in the Truenorthlogic Performance application. Staff identifying information will be made available to authorized CPS staff for the purpose of authoring reports. CPS staff will have access to individually identified staff data.

1.2. File: Value Add aggregated by Teacher and by School

1.2.1. Contents

Staff ID; Value Add score, subject area, grade, confidence, flag

1.2.2. Frequency of Transfer

Annual or biennial

1.2.3. CPS Uses

Value Add data, whether aggregated at the teacher- or school-level, will be loaded into the Truenorthlogic Performance application and will be associated with a Staff member.

1.3. File: Student Performance Task Data aggregated by Teacher

1.3.1. Contents

Staff ID; subject area, grade, avg growth, flag ;

1.3.2. Frequency of Transfer

Annual or biennial

1.3.3. CPS Uses

Student Performance Task data will be loaded into the Truenorthlogic Performance application and will be associated with a Staff member.

1.4. File: Survey Data aggregated by Teacher

1.4.1. Contents

Staff ID; avg scores (by strand or grouping)

1.4.2. Frequency of Transfer

Annual or biennial

1.4.3. CPS Uses

Survey data will be loaded into the Truenorthlogic Performance application and will be associated with a Staff member.

1.5. School Identifying Information

Vendor will import staff data files from CPS made available via secure FTP site. Data management tasks include mapping to match CPS data with Vendor's data structure, importation of data items specific to program(s), and providing a method for archiving school data when it is found a school is no longer eligible for the program(s).

1.5.1. Contents

School Year; School ID; School Name; Principal Name; Assistant Principal Name; STAFF ID

1.5.2. Frequency of Transfer

Nightly

1.5.3. CPS Uses:

School Identifying Information will pre-populate principal to teacher relationships (for access control model), and school level assessment. School identifying information will be made available to authorized CPS staff for the purpose of authoring reports. CPS staff will have access to individually identified student data.

2. Vendor Data Files

Vendor will be **required** to provide CPS with data extracts of performance data collected from vendor systems merged with (a) CPS identifier information (i.e., CPS Staff #, CPS School #); (b) Vendor unique identifier keys that will allow the district to load and organize staff performance data in a uniform holistic manner into the data warehouse for reporting and analytical purposes. Vendor will provide files in a manner prescribed by CPS.

File: Observation Activity – General Data

Vendor will provide CPS with observation level data that includes the following information for each observation:

2.1.1. Contents

Observer Staff ID Subject of observation (Staff ID)

Date of Observation

Type of Observation (formal, informal, on-going)

Competency

Rating

2.1.2. Frequency of Transfer

Weekly

2.1.3. CPS Uses

Vendor program data will be loaded and organized into the master CPS data warehouse for reporting and analytical purposes.

2.2. File: Staff Roles

Vendor will provide CPS with staff roles

2.2.1. Contents

Staff ID, Staff Role

2.2.2. Frequency of Transfer

Weekly

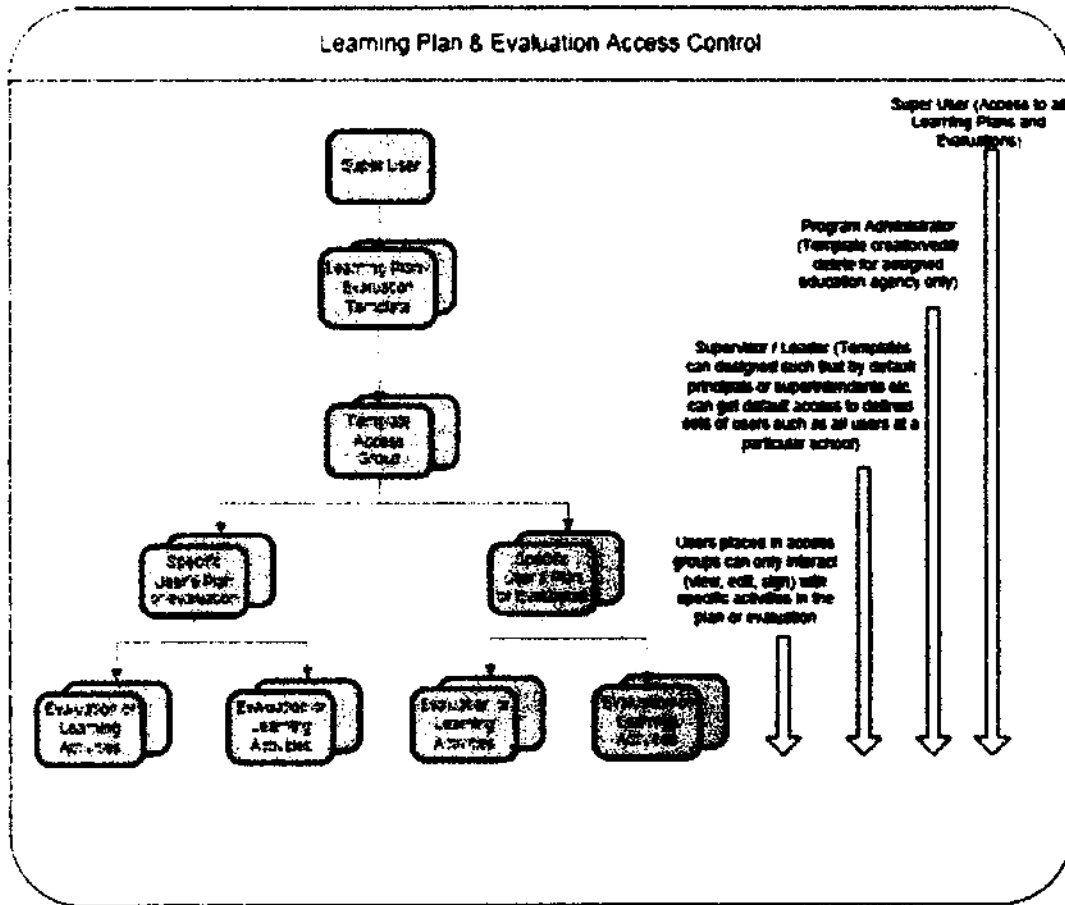
2.2.3. CPS Uses

Vendor staff role data will be loaded and organized into the master CPS data warehouse for reporting and analytical purposes.

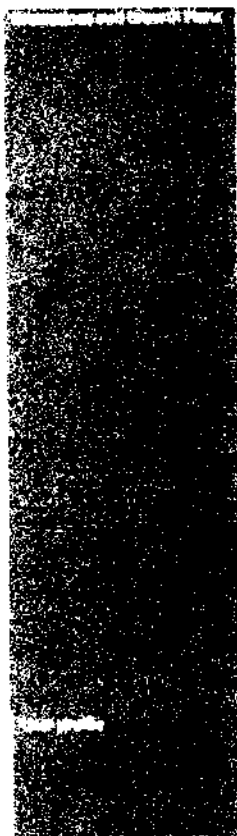
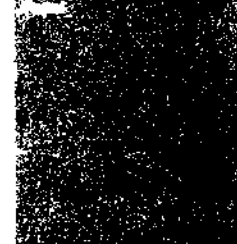

APPENDIX C: AUTHORIZATION- ACCESS CONTROL

Scenario 2: Performance Management Suite

This diagram outlines the access control model for Truenorthlogic's learning/growth plan and evaluation tools. The Super User has access to all learning plans and their template designs. Program administrators have the ability to design and publish templates for their own defined education agencies. Defined leader groups such as principals, superintendents, etc. can be setup with default access to specific users' plans/evaluations and specified plan/evaluation activities (often specific users are identified by school or cluster). Individual users can give another user access to view his/her plan or evaluation forms; this allows educators to grant access to their peers or mentors.



APPENDIX D CONFIGURATION

Area	Sample Customizations
	<ul style="list-style-type: none"> • Customized evaluation and learning plan workflows and steps, including but not limited to, agency-defined. <ul style="list-style-type: none"> ○ Due dates ○ Workflow – what activities are completed and in what order ○ What data is collected ○ Required approvals – when in the process and by whom • Customized evaluation forms and data collection, including but not limited to, agency-defined. <ul style="list-style-type: none"> ○ Evidence collection / library (rubric / proficiency aligned) ○ Self-rate assessment (rubric / proficiency aligned) ○ 360 Assessment (rubric / proficiency aligned) ○ Observation (rubric / proficiency aligned) ○ Surveys (perception of parents, students & others) (rubric / proficiency aligned) • Customized notifications – who is notified for which activities and what content is included in the notification • Publish evaluation and growth planning processes to user groups based on roles and demographics • Custom access control (define groups of users, who is placed in each group, what activities/steps the groups can access, and what activities the groups are required to perform in the workflow) • Custom rating scales (aligned to custom rubrics/standards/competencies) <ul style="list-style-type: none"> ○ Custom, mapped scoring for evaluation activities/measures to rubrics ○ Custom, weighted scoring for evaluation activities and summatively across activities • Custom import of external data for scoring in evaluations (such as student outcomes data, perception surveys, observations etc.) <ul style="list-style-type: none"> ○ Custom mappings and weighting of imported data • Customization of data fields for user profiles by client administrators via a user interface <ul style="list-style-type: none"> ○ Text fields ○ Drop downs ○ Required or optional
	<ul style="list-style-type: none"> • Custom Look and feel <ul style="list-style-type: none"> ○ Logos and colors (full CSS user interface editing capacity) ○ Navigation constructs (tabs, links, portal channels) ○ Different experiences/layouts per role • Custom content channel and management (includes HTML, content loading and image referencing for creating custom experiences) • Custom user demographics/profile data <ul style="list-style-type: none"> ○ Custom hierarchical demographic structure for user profile information ○ Custom targeting of evaluations, growth plans, and professional learning based on user demographics
	<ul style="list-style-type: none"> • Custom reporting <ul style="list-style-type: none"> ○ Custom dashboard reports ○ Custom report query building ○ Customized Reports capability • Ad-hoc reporting tools • Ability to publish reports to select users (individually or by roles)

Appendix E

FORM OF SERVICE CHANGE REQUEST

SERVICE CHANGE REQUEST (SCR)

Date of Request: X, 200_

Status as of X, 200_

This document contains a list of proposed changes to the Proposed Services Outlined in Exhibit A. All items are marked to indicate:

- 1) Contract Addendum (contract to which each change request is associated)
- 2) Requested Completion Date (supplied by Customer)
- 3) Projected Completion Date (determined by TNL) based upon Requested Completion Date, SCR approval and TNL's development schedule)
- 4) Cost (New requests may be evaluated as minor changes and will be included (listed as \$0, no additional cost) as a baseline site improvement and included as part of Customer's Licensing commitment -or- new requests may be evaluated as major changes that require system development (with one time cost(s) listed). In certain situations, major changes may include yearly increases in Customer's Licensing if SCR creates additional load to the Customer's site which is beyond the currently contracted system design and/or service level agreement.

The order and time in which these changes are to be implemented will be negotiated with TNL to determine final Projected Completion Date and Cost.

Change Request	Contract Addendum	Requested Completion Date	Projected Completion Date	Cost	Completed
Increase to contract renewal price; assumes maintenance costs for upgrade and additional system functionality					

All changes described in this Service Change Request shall be governed by the terms and conditions of the Agreement.

TNL

CUSTOMER

BY: _____
 NAME: _____
 TITLE: _____

BY: _____
 NAME: _____
 TITLE: _____

Appendix F – Project Plan

Task Name	Duration	Start	Finish	Predecessors	Resource Names	Notes
Chicago - Truenorthlogic	342 days	Mon 7/2/12	Tue 8/13/13			
Project Kickoff for PHASE 1	4 days	Mon 7/2/12	Fri 7/6/12			
Develop project charter	1 day	Mon 7/2/12	Mon 7/2/12		Chicago PM, Truenorthlogic PM	
Formalize project schedule	1 day	Tue 7/3/12	Tue 7/3/12	3	Chicago PM, Truenorthlogic PM	
Hold kick-off meeting	2 days	Thu 7/5/12	Fri 7/6/12	4	Chicago stakeholders, Truenorthlogic Stakeholders	
Sign-off on Project Kick-off activities	1 day	Mon 7/9/12	Mon 7/9/12	5	Chicago PM	
Discovery and Configuration Planning – Phase 1	45 days	Mon 7/9/12	Mon 9/10/12	2		
Enterprise Portal	6 days	Mon 7/9/12	Mon 7/16/12			
Demo Portal	0.5 days	Mon 7/9/12	Mon 7/9/12		Truenorthlogic Business Analyst	
Review Portal Decision Points	1 day	Mon 7/9/12	Tue 7/10/12	9	Truenorthlogic Business Analyst	
Determine Portal look and feel	5 days	Tue 7/10/12	Mon 7/16/12	10	Chicago stakeholders	
Sign-off on portal look and feel	2 days	Mon 7/16/12	Wed 7/18/12	11	Chicago PM	
Data integration technical discovery sessions	4.5 days	Mon 7/16/12	Fri 7/20/12	8		
PeopleSoft HCM	0.5 days	Mon 7/16/12	Mon 7/16/12		Chicago IT, Chicago stakeholders, Truenorthlogic Business Analyst	
Peoplesoft ELM	0.5 days	Tue 7/17/12	Tue 7/17/12	14	Chicago IT, Chicago stakeholders, Truenorthlogic Business Analyst	
Active Directory	0.5 days	Tue 7/17/12	Tue 7/17/12	15	Chicago IT, Chicago stakeholders, Truenorthlogic Business Analyst	
Oracle E-Business	0.5 days	Wed 7/18/12	Wed 7/18/12	16	Chicago IT, Chicago stakeholders, Truenorthlogic Business Analyst	
Custom data exports	0.5 days	Wed 7/18/12	Wed 7/18/12	17	Chicago IT, Chicago stakeholders, Truenorthlogic Business Analyst	
IT data warehouse	0.5 days	Thu 7/19/12	Thu 7/18/12	18	Chicago IT, Chicago	

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Student assessment data integration	0.5 days	Thu 7/19/12	Thu 7/19/12	19	stakeholders, Truenorthlogic Business Analyst Chicago IT, Chicago stakeholders, Truenorthlogic Business Analyst Chicago IT, Chicago stakeholders, Truenorthlogic Business Analyst
IMPACT Student Infor Systems	0.5 days	Fri 7/20/12	Fri 7/20/12	20	Chicago IT, Chicago stakeholders, Truenorthlogic Business Analyst
Performance Management Suite for Teachers	35 days	Mon 7/23/12	Fri 9/7/12	13	
Demo Performance Management	5 days	Mon 7/23/12	Fri 7/27/12		Truenorthlogic Business Analyst
Gather requirements	15 days	Mon 7/30/12	Fri 8/17/12	26	Truenorthlogic Business Analyst
Build wireframes	15 days	Mon 8/6/12	Fri 8/24/12	24	Truenorthlogic Business Analyst
Model Workflows	15 days	Mon 8/13/12	Fri 8/31/12	26	Truenorthlogic Business Analyst
Sign-off on decision points and modeled workflows	2 days	Mon 9/3/12	Tue 9/4/12	27	Chicago PM
Reporting	5 days	Mon 7/16/12	Fri 7/20/12	23	
Demo Available Reporting	1 day	Mon 7/16/12	Mon 7/16/12		Truenorthlogic Business Analyst
Review Reporting Requirements	4 days	Tue 7/17/12	Fri 7/20/12	30	Chicago stakeholders, Truenorthlogic Business Analyst
Sign-off on reporting discovery documentation/decision points	3 days	Mon 7/23/12	Wed 7/25/12	31	Chicago PM
Deliver DRAFT of System Requirements Document, PHASE 1	10 days	Thu 7/26/12	Wed 8/8/12	32	Truenorthlogic Documentation Specialist
Installation, Configuration & Integrations Development	50 days	Mon 7/2/12	Fri 9/3/12		
Install TNL Production System and Test System	5 days	Mon 7/2/12	Fri 7/6/12	6	Truenorthlogic Engineering
Perform data integrations	45 days	Mon 7/16/12	Fri 8/31/12	13	
PeopleSoft HCM	5 days	Mon 7/16/12	Fri 7/20/12		Truenorthlogic Engineering, Chicago IT

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Peoplesoft ELM	5 days	Mon 7/23/12	Fri 7/27/12	37	Truenorthlogic Engineering, Chicago IT
Active Directory	5 days	Mon 7/30/12	Fri 8/3/12	38	Truenorthlogic Engineering, Chicago IT
Oracle E-Business	5 days	Mon 8/6/12	Fri 8/10/12	39	Truenorthlogic Engineering, Chicago IT
Custom data exports	5 days	Mon 8/13/12	Fri 8/17/12	40	Truenorthlogic Engineering, Chicago IT
IT data warehouse	5 days	Mon 8/20/12	Fri 8/24/12	41	Truenorthlogic Engineering, Chicago IT
Student assessment data integration	5 days	Mon 8/27/12	Fri 8/31/12	42	Truenorthlogic Engineering, Chicago IT
IMPACT Student Infor Systems	5 days	Mon 8/27/12	Fri 8/31/12	43	Truenorthlogic Engineering, Chicago IT
Configure Portal	5 days	Mon 7/23/12	Fri 7/27/12	12,6	Truenorthlogic Business Analyst
Configure Performance Management Suite	25 days	Mon 7/30/12	Fri 8/31/12	46	Truenorthlogic Business Analyst
Configure Off-line Observation	15 days	Wed 8//12	Wed 8/29/12	47	Truenorthlogic Business Analyst
Configure reporting	10 days	Mon 8/20/12	Fri 8/31/12	47	Truenorthlogic Business Analyst
User Acceptance Testing	3 days	Wed 9/5/12	Fri 9/7/12	34,49	
User Acceptance Testing	3 days	Wed 9/5/12	Fri 9/7/12		Chicago stakeholders
Deliver on Feedback from UAT	5 days	Mon 9/10/12	Fri 9/14/12	50	
Prioritize items uncovered in testing	1 days	Mon 9/10/12	Mon 9/10/12	51	Chicago stakeholders
Correction period	4 days	Tue 9/11/12	Fri 9/14/12	53	Truenorthlogic Business Analyst, Truenorthlogic Engineering Chicago PM
Approve System Deployment	1 days	Tue 9/11/12	Tue 9/11/12	54	
Deliver FINAL System Requirements Document, PHASE 1	5 days	Mon 9/10/12	Fri 9/14/12	57	Truenorthlogic Documentation Specialist
Deploy system	1days	Fri 9/14/12	Fri 9/14/12	55	Truenorthlogic Business Analyst, Truenorthlogic Engineering
Training	5 days	Mon 9/10/12	Fri 9/14/12	34	
Develop Training Materials	5 days	Mon 9/3/12	Fri 9/7/12	34	Truenorthlogic Documentation Specialist
Train the Trainer	5 days	Mon 9/10/12	Fri 9/14/12	59	Truenorthlogic Training Director

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	9/10/12								
System Administrator Training	2 days	Mon 9/10/12	Tue 9/11/12	34					Truenorthlog Training Director
PHASE 1 Close-out	2 days	Mon 9/3/12	Tue 9/4/12	52					
Transition to Lifetime Support	2 days	Mon 9/3/12	Tue 9/4/12	50					Truenorthlog PM, Truenorthlog Business Analyst, Truenorthlog Client Liaison, Chicago PM
Post Project Review	2 days	Mon 9/3/12	Tue 9/4/12	57					Chicago stakeholders, Truenorthlog Stakeholders
Project Kickoff for PHASE 2	4 days	Wed 9/5/12	Mon 9/10/12	62					
Update project charter	1 day	Wed 9/5/12	Wed 9/5/12						Chicago PM, Truenorthlog PM
Formalize project schedule	1 day	Thu 9/6/12	Thu 9/6/12	66					Chicago PM, Truenorthlog PM
Hold kick-off meeting for PHASE 2	2 days	Fri 9/7/12	Mon 9/10/12	67					Chicago stakeholders, Truenorthlog Stakeholders
Sign-off on Project Kick-off activities	15 days	Tue 9/11/12	Mon 10/1/12	68					Chicago PM
Discovery and Configuration Planning for Performance Management Suite for Leaders	12 days	Tue 10/2/12	Wed 10/17/12	69					
Demo Performance Management Suite	2 days	Tue 10/2/12	Wed 10/3/12						Truenorthlog Business Analyst
Review Performance Management System Decision Points	5 days	Thu 10/4/12	Wed 10/10/12	71					Chicago stakeholders, Truenorthlog Business Analyst
Review current Performance Management setup	5 days	Thu 10/11/12	Wed 10/17/12	72					Chicago stakeholders, Truenorthlog Business Analyst
Sign-off on Performance Management Suite Decision Points	10 days	Thu 10/18/12	Wed 10/31/12	73					Chicago PM
Deliver DRAFT of System Requirements Document	10 days	Mon 4/23/12	Fri 5/4/12						Truenorthlog Documentation Specialist
Installation, Configuration for Performance Management Suite	5 days	Thu 10/18/12	Wed 10/24/12	70					
Configure Performance Management Suite	5 days	Thu 10/18/12	Wed 10/24/12						Truenorthlog Business Analyst
Configure reporting	5 days	Thu 10/25/12	Wed 10/31/12	76					Truenorthlog Business Analyst
User Acceptance Testing	10 days	Thu 11/1/12	Wed 11/14/12						
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User Acceptance Testing	10 days	Thu 11/1/12	Wed 11/14/12	78	Chicago stakeholders
Deliver on Feedback from UAT	15 days	Thu 11/15/12	Wed 12/5/12	79	
Prioritize items uncovered in testing	5 days	Thu 11/15/12	Wed 11/21/12		Chicago stakeholders
Correction period	10 days	Thu 11/22/12	Wed 12/5/12	82	Truenorthlogic Business Analyst, Truenorthlogic Engineering
Approve System Deployment	2 days	Thu 12/6/12	Fri 12/7/12	83	Chicago PM
Deliver FINAL Systems Requirements Document, Phase 2 Close-out	10 days	Mon 12/10/12	Fri 12/21/12	84	Truenorthlogic Documentation Specialist
Deploy system	2 days	Mon 12/10/12	Tue 12/11/12	84	Truenorthlogic Business Analyst, Truenorthlogic Engineering
Training	27 days	Thu 12/6/12	Fri 1/11/13	81	
Develop Training Materials	15 days	Thu 12/6/12	Wed 12/26/12		Truenorthlogic Documentation Specialist
Train the Trainer	10 days	Thu 12/27/12	Wed 1/9/13	88	Truenorthlogic Training Director
System Administrator Training	2 days	Thu 1/10/13	Fri 1/11/13	89	Truenorthlogic Training Director
PHASE 2 Close-out	4 days	Thu 12/6/12	Tue 12/11/12	81	
Transition to Lifetime Support	2 days	Thu 12/6/12	Fri 12/7/12		Truenorthlogic PM, Truenorthlogic Business Analyst, Truenorthlogic Client Liaison, Chicago PM
Post Project Review	2 days	Mon 12/10/12	Tue 12/11/12	92	Chicago stakeholders, Truenorthlogic Stakeholders

ROLLOUT PHASE 2