

This Agreement will be posted on the CPS website.

SOFTWARE AND SERVICES AGREEMENT
Renaissance Learning, Inc.

This SOFTWARE AND SERVICES AGREEMENT ("Agreement") dated this ____ day of _____, 2013 (the "Effective Date") is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools (the "Board" or "CPS") and Renaissance Learning, Inc. ("RL").

RECITALS

A. RL 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. RL 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. "Board Data" means any CPS administrative data, teacher data, student data, education record data (including individually identifiable information and assessment data).

B. "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 which are customarily provided by RL at no additional charge to other subscribers to RL software. Documentation does not include items for which RL customarily separately charges for. RL shall deliver or otherwise make available to the Board an electronic copy of the Documentation. 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 but only for internal use of the Board at educational facilities which subscribe to RL's software herein.

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

D. "Hosting Services" means the Board's access to the Software and related Documentation and services and hosting of the Board Data through a secure online means set forth by RL and approved by the Board's Chief Information Officer or his designee, and to otherwise make the Software and the Board Data accessible on demand by the Board's designated users. The Hosting Services shall be included in the term "Services" as that term is defined and used herein.

3. **Term of Agreement:** This Agreement is for a term commencing on the Effective Date and terminating October 31, 2013 ("Term"), unless terminated sooner as provided herein. This Agreement shall have one (1) option to renew the Agreement for a period of twelve (12) months.

4. **Scope of Services:** RL 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:** RL 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 RL is not performing in accordance with the performance standards or other requirements of this

Agreement, the Board shall have the right to direct the RL to remove that person from performing Services under this Agreement. RL further agrees to bear any costs associated with the removal of such person.

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

A. **Compensation:** The total maximum compensation payable to RL pursuant to this Agreement during this Term shall not exceed Seventy Thousand and 00/100 Dollars (\$70,000.00) ("Total Maximum Compensation") in the aggregate, with no reimbursement for expenses or overtime. Compensation under this Agreement shall be made as specified in the "Pricing Exhibit" attached hereto and incorporated herein as Exhibit B. RL is not entitled to any payment nor is the Board obligated to pay RL 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.

B. **Purchase Orders:** Orders must be on the Board's Standard Purchase Order Form ("PO"). The pre-printed terms and conditions found on a specific PO shall apply to that PO only the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Agreement. In the event of a conflict between the provisions of this Agreement and those of the PO, this Agreement shall control. It is understood and agreed that RL shall not provide any Services without a valid PO issued by CPS, and unless CPS later issues a PO for such Services, RL shall not be entitled to receive any payment for such Services.

C. **Payment:** After signing this Agreement, the Board shall promptly issue a PO. RL 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 RL 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, Hosting, and Support:**

A. **License:** In accordance with the terms and conditions herein, RL grants CPS a nonexclusive, nontransferable license to use the Software at Licensed Sites, during the time period for which CPS has paid the relevant fees, (the "Subscription Period"). CPS may, on any and all computers owned or leased by CPS at a Licensed Site: (i) access the server application Software over the Internet, and (ii) install and use the client application Software. "Licensed Site" means the physical location of a single school for which Student Capacity for the Software has been purchased. Multiple schools in one building constitute multiple sites. In no case are student homes or other non-CPS schools a part of a Licensed Site.

The number of students permitted to use this Software is limited to the Student Capacity purchased by CPS. Intentional circumvention of the Student Capacity by any means is a material breach of this License.

CPS shall not make the Software available in whole or in part in any networked or time-sharing environment external to CPS schools; notwithstanding the foregoing, access by teachers and administrators remotely through the Internet is permitted. Use of the student portion of the Software is limited to students enrolled in a regular course of study at

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a Licensed Site. CPS shall not permit student testing or any other student use of the Software or the content of the Software ("Content") in whole or in part outside of a Licensed Site except as provided by the Software's Home Connect feature.

"Content" means all types of information including without limitation text, software, sound recordings, photographs, graphics, video, databases or any other compilations rendered available by RL and accessible through the Software. CPS may not copy any portion of the Software or Content or translate reverse-engineer, disassemble, or decompile it. Embedded third-party applications may only be used in conjunction with the Software and data processed by the Software. CPS is responsible for use of the Software by all persons CPS provides Software access to (i.e. its: educators, parents, students or other users) and shall ensure that use of the Software by such CPS users is in accordance with the terms and conditions of this License.

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 RL's Services with other vendors of the Board; and
- ii. disseminating RL's training materials and data to the Board's employees who participate in Train the Trainer sessions.

C. Licensed Users: RL shall provide access for the number of users licensed to use 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 the attached exhibits, then the number of Licensed Users shall be identified in the applicable PO(s). The Board will supply the data for the setup of user accounts which RL will be responsible for provisioning and de-provisioning. The Board will supply the security requirements for passwords and will provide guidance on the initial user password which RL will implement on the system. Password management shall be the responsibility of each Licensed Site.

D. Software Maintenance: During the Term of this Agreement, RL shall be solely responsible for maintenance of the Software and its accessibility to the Board.

E. Software Support: RL shall provide the maintenance and support Services specified in Exhibit D and as described in this Agreement.

F. 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 RL. Even if a Board User agrees to any agreement or license contained or referenced in the Software or a quote from the RL, RL acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Rather, RL 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.

G. Hosting of the Software and Board Data: Subject to the terms and conditions of this Agreement, RL shall provide access to the Software for those schools in the Board's district that have purchased Hosting Services and have an active subscription to the Software. Access rights granted to the Board shall be limited to those access rights necessary to use the functions provided in the Software. RL reserves the right to restrict or prevent access to: (i) any and all functions that access critical server or system resources; or (ii) directly modify the directories or database. RL will provide Board with an administrative logon ID and other information necessary to: connect to, access, and, use the Software.

H. Compatibility and Data Flow: The Board is responsible for ensuring that its systems meet at least the minimum recommendations on Exhibit D. Board further recognizes that as technology advances it becomes necessary for software companies to discontinue support for older operating systems and other third party software and it is the responsibility of the Board to keep its computers, networks, operating

systems and other third party software up-to-date and functional. Board is responsible for its own internet connections and their adequacy to handle data flow and connectivity requirements. Nothing herein shall be construed to make RL responsible for any systems belonging to the Board or the fitness of the Board's systems for any purpose including their ability to access the internet or run the Software. RL 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, latency, or other failure of the internet or public utility, unless failure is caused by RL or RL's Software or Services, shall be the sole responsibility of the Board.

8. Packaging and Shipment; Risk of Loss: The following provisions shall apply if RL is providing any materials as part of or in connection with the Services ("Materials"). The term "Services" as used in this Agreement shall be inclusive of any Materials RL provides pursuant to this Agreement. RL shall package and ship all Materials in a commercially reasonable manner. All shipments shall be F.O.B. destination (as indicated on the PO or some other notification from Board) with freight prepaid. It is understood and agreed that the Board shall have no liability for any shipping or insurance charges beyond that quoted to the Board and accepted by the Board on a purchase order. The Board may adjust the purchase order or shipping destination any time up to five (5) business days prior to shipment. The risk of loss and damage to Materials ordered by the Board shall pass to the Board only after tender of delivery to the destination designated by the Board. Time is of the essence to the delivery of all Materials ordered hereunder;

9. Standards of Performance: RL shall devote, and shall cause all of its staff and subcontractors, to supply all Services on a commercially reasonable best efforts basis and in accordance with the terms of this Agreement. RL 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. RL 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. RL 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, RL 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 RL of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. RL shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by RL or its subcontractors or others on its behalf.

10. 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 RL 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 RL except that no payment shall be made or due to RL under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

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

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

B. Material Breach of any agreement, representation or warranty made by RL in the Agreement;

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

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

E. Failure of RL 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 RL'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 RL'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.

12. Remedies: The occurrence of any Event of Default which RL 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, RL fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare RL in default. Whether to declare RL 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 RL'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 take over and complete the supply of Services or any part thereof, by contract or otherwise as agent for and at the cost of RL either directly or through others. RL shall be liable to the Board for any excess costs incurred by the Board. Any amount due RL under this Agreement or any other agreement RL may have with the Board may be offset against amounts claimed due by the Board;

B. 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;

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

D. The right to specific performance, an injunction or any other appropriate equitable remedy;

E. The right to receive from RL any and all damages incurred as a result of or in consequence of an Event of Default;

F. The right to money damages;

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

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

The Board may elect not to declare RL 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 RL to continue to supply the Services despite one or more Events of Default, RL 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.

If the Board's election to terminate this agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant the Early Termination provision below.

13. 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, RL 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.

RL 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.

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

The Board may, upon fifteen (15) calendar day's written notice, request that RL suspend supplying Services in whole or part. RL 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 RL. Responsibility for any additional costs or expenses actually incurred by RL as a result of remobilization shall be determined by mutual agreement of the parties.

14. Assignment: This Agreement shall be binding on the parties and their respective successors and assigns. Neither party may assign its rights or delegate its duties under this Agreement without the prior consent of the other, except RL may assign this Agreement in connection with the transfer of substantially all of its stock or its assets in a merger, reorganization or similar transaction.

15. Confidential Information, Dissemination of Information, Ownership, Survival:

A. **Confidential Information:** In performance of this Agreement, both parties may have access to or receive certain information that is not generally known to others ("Confidential Information"). Neither party shall use or disclose any Confidential Information without the prior written consent of the disclosing party. The receiving party shall use at least the same standard of care in the protection of the Confidential Information of the disclosing party as the receiving party uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.

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, income, household income or payroll information any technical information relative to the setup and security of the Software or Hosting service including but not limited to Hosting Service Internet addresses,

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passwords, Internet URL's, Virtual Private Network setup and encryption key information. In performance of this Agreement, the parties may have access to or receive Highly Confidential Information. The receiving party shall not use or disclose any Highly Confidential Information without the prior written consent of the disclosing party.

C. Transmitting and Storing Highly Confidential Information: RL 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. RL 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. RL 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. RL shall not leave Highly Confidential Information in any electronic format unsecured and unattended at any time;

vii. RL 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. RL shall not leave any laptop or computer unattended without enabling a screen-lock or otherwise blocking access to the laptop or computer. RL 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: Neither party shall disseminate any Confidential Information or Highly Confidential Information to a third party without the prior written consent of the disclosing party. RL 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 either party 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 such party's possession, such party shall immediately give notice to the disclosing party and its General Counsel with the understanding that the disclosing party 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. The parties 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. Each party shall cause their personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by such party under this Agreement.

E. Ownership: The Software is owned by RL and is copyrighted and licensed, not sold to the Board. All rights, title and interest in the Software, all copies, and all updates, enhancements, modifications, and improvements, along with all intellectual property rights related thereto, shall remain with RL. The Software and all updates, modifications, and

improvements are protected by United States and International copyright laws and treaties, as well as other intellectual property laws. All Board Data and the Board's Confidential Information and Highly Confidential Information shall at all times be and remain the property of the Board.

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

G. FERPA: RL shall maintain student education records for and on behalf of the Board in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g for the primary purpose of providing assessment services pursuant to this Agreement. To protect the confidentiality of student education records, personally identifiable information derived from student education records provided to RL shall be disclosed only RL's employees who have a legitimate educational interest in maintaining the data and are organizing or analyzing the data for uses authorized in this Agreement.

H. Third Party Confidential Information and Proprietary Information: Each party 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 such party obtained the third party Confidential Information or proprietary information (even if the third party Confidential Information or proprietary information was provided by the other party) unless the disclosing party has previously secured the appropriate authorization in writing from such third party. In accordance with the provisions of Section 14 of this Agreement, RL 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 RL or its Staff under this Agreement.

I. Return or Destruction of Confidential Information and Highly Confidential Information: RL shall, at the Board's option, destroy or return all of the Board's Confidential Information and Highly Confidential Information to the Board upon demand within ten (10) business days of demand. In addition, RL shall, at the Board's option, destroy or return all of the Board's Confidential Information and Highly Confidential Information to the Board within ten (10) business days of the expiration or termination of this Agreement. In the event the Board elects to have RL destroy the Board's Confidential Information and Highly Confidential Information, RL shall provide an affidavit attesting to such destruction. Notwithstanding the foregoing, RL may maintain archival backups for up to 120 days, which shall then be destroyed.

J. 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. The Board's Network Chiefs 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. It is solely the responsibility of the Board to ensure that the Software is properly configured to meet its requirements and to administer user rights in the Software.

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

L. Freedom of Information Act: RL 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 5/10-20.40. RL further acknowledges that this Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.

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

16. Representations and Warranties of RL: RL 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 and any renewal thereof:

A. Compliance with Laws: RL 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 Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment and any others relating to non-discrimination. Further, RL is and shall remain in compliance with all 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: RL, 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 RL is an entity other than a sole proprietorship, RL 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 RL is duly authorized by RL and has been made with complete and full authority to commit RL to all terms and conditions of this Agreement which shall constitute valid, binding obligations of RL;

D. Financially Solvent: RL 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 RL, any of its members if a limited liability company or joint venture or, to the best of RL's knowledge, to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. RL 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 RL are true and correct. RL 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: RL 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 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.

RL understands and agrees that it shall not allow any of its employees, agents or subcontractors to have direct, regular contact with a 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.

It is understood and agreed that RL'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 RL 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: RL acknowledges and agrees that in the event RL seeks to conduct research activities in any Board school or use Board student data for research purposes, RL shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Except for those activities specified in Exhibit E, RL acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Board's Director of Research or her designee;

I. Ethics: No officer, agent or employee of the Board is or will be employed by RL 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, RL 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 RL 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 RL's ability to perform its obligation under the Agreement;

L. Assignment of Warranties: RL 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 RL concerning the Software and Services shall be kept current with the upgrades of the Software and Services;

N. Ownership: RL 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 RL;

O. Business Requirements: RL is aware of the Board's requirements and intended uses for the Software as set forth in the exhibits and otherwise communicated in writing between the Board and RL, and RL believes in good faith that 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 Board has thoroughly reviewed the Software and believes that it shall satisfy its requirements and intended uses and will run on its workstations; RL makes no warranty with respect to the efficacy of any Software or Service including

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but not limited to efficacy in increasing academic performance and dealing with any learning disability or other condition;

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 RL shall maintain service and support levels in accordance with Exhibit E;

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

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

S. No Disabling Code. RL shall not knowingly cause any disabling code to be incorporated into the Software; the Board understands that the Software is used on a subscription basis and that access to the Software shall terminate if Board cancels its subscription or fails to pay subscription fees by the due date thereof;

T. Prohibited Acts. Within the three (3) years prior to the effective date of this Agreement, RL 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. Information Security Policy. If at any time during the Term of this Agreement, RL has access to the Board's computer network, RL warrants that it is and will remain in compliance with the Board's Information Security Policy adopted August 25, 2004 (04-0825-PO3), as it may be amended from time to time.

V. Warranty of Title. The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances; that RL has the lawful right to dispose of and sell the Services and that RL 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.

17. Independent Contractor: It is understood and agreed that the relationship of RL to the Board is and shall continue to be that of an independent contractor and neither RL nor any of RL'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 RL, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by RL shall be the sole responsibility of RL. RL agrees that neither RL, nor its Staff shall represent themselves as employees or agents of the Board. RL 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.

18. Indemnification: RL 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 negligent or willful acts or omissions of RL or its Staff under this Agreement.

In addition, RL 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 infringe,

misappropriates, or otherwise violates any intellectual property (patent, copyright, trade secret or trademark) rights of a third party.

RL 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, RL 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 RL 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 RL, 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 RL) retain counsel and undertake the defense, compromise or settlement of such claim or action at the expense of RL, subject to the right of RL 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 RL and RL 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 RL was conducting the defense.

To the extent permissible by law, RL waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of RL that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as *Kolecki v. Cyclops Welding Corporation*, 146 Ill. 2^d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

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

19. Non-Liability of Board Officials: RL agrees that no Board member, employee, agent, officer or official shall be personally charged by RL, 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 RL, its members if a joint venture or any subcontractors.

20. 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 RL 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 RL. RL shall be responsible for any taxes levied or imposed upon the income or business privileges of RL. The Board shall promptly provide RL any documentation required by the tax authorities to substantiate such exemption.

21. Insurance Requirements: RL, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by RL 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. RL shall submit to the Board satisfactory evidence of insurance coverage 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 RL'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 (Primary and Umbrella): Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per

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occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

- C. Professional Liability Errors and Omissions: If professional services are rendered, RL shall maintain such coverage with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim for errors and omissions in conjunction with professional services inclusive of assumption of contractual liability. The policy shall have a retroactive date effective with the commencement of professional services and have an extended reporting period of not less than two (2) years following completion of such professional service.
- D. Automobile Liability Insurance: Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, 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
- E. Additional Insured: RL 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 thirty (30) 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

Copy to: Chief Procurement Officer
Board of Education of the City of Chicago
125 South Clark Street, 10th Floor
Chicago, IL 60603

The Board will not pay RL for any Services if satisfactory proof of insurance is not provided showing that RL had insurance at the time the Services were performed.

RL shall require any subcontractors under this Agreement to maintain insurance at the same levels described above and naming RL, the Board inclusive of its members, employees and agents, and any other entity designated by the Board as additional insureds. RL 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 RL'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 requirements under this Agreement. RL's failure to carry or document required insurance shall constitute a breach of RL's agreement with the Board. In the event RL 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 RL. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by RL under this Agreement.

The coverages and limits furnished by RL in no way limit RL'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.

RL agrees that insurers waive their rights of subrogation against the Board.

RL must register with the insurance certificate monitoring company designated by the Board and must maintain a current insurance certificate on file for the duration of the Term of this Agreement. The initial certificate monitoring company designated by the Board is identified below. RL must register and pay the annual monitoring fee to the insurance certificate monitoring company prior to performing the Services hereunder for the Board. The annual monitoring fee is currently Twelve and 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, RL shall be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that it must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company listed below.

Certificate Monitoring Company:
Topiary Communications Inc.
876 N. LaSalle - Suite 230
Chicago, IL 60654
Phone - (312) 494-5709
Email - dans@topiarycomm.net

22. Limitation of Liability: IN NO EVENT SHALL EITHER PARTY, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE COMPENSATION PAID BY THE BOARD TO RL UNDER THIS AGREEMENT DURING THE PRECEDING 12 MONTHS. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY DUTY OF CONFIDENTIALITY (SECTION 15) AND DUTY OF INDEMNIFICATION (SECTION 18) PROVIDED FOR IN THIS AGREEMENT.

23. Audit and Document Retention:

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

B. Document Retention: RL shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to RL'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. RL 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.

This Agreement will be posted on the CPS website.

24. 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: Board of Education of the City of Chicago
Alternative Schools Network
125 S. Clark Street, 12th Floor
Chicago, IL 60603
Attn: Jennifer Vidis, Chief, Alternative Schools
Network
Fax: 773. _____

Copy to: James L. Bebley, General Counsel
Board of Education of the City of Chicago
Law Department
125 South Clark Street, Suite 700
Chicago, IL 60603
Fax: 773.553.1701

IF TO VENDOR: Renaissance Learning, Inc.
2911 Peach Street
Wisconsin Rapids, WI 54495
Attn: Chief Financial Officer
Fax: 800.818.6009

Fax: _____

25. Right of Entry: RL, 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. RL 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. RL 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, RL 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.

26. Non-Discrimination: It shall be an unlawful employment practice for RL 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, RL 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 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 100.01 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.

27. 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.

28. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

29. Continuing Obligation To Perform: Except in the case of nonpayment by the Board or violation of any software license in accordance with the provisions of this Agreement; in the event of any dispute between RL and the Board, RL 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.

30. 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.

31. Indebtedness: RL agrees to comply with the Board's Indebtedness Policy (96-0626-PC3) 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.

32. 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.

33. Waiver: No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time and as often as may be deemed expedient.

34. M/WBE Program: RL 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.

35. Survival Severability: All express warranties, representations and indemnifications made or given in this Agreement shall survive the supply of Services by RL 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 affects the intent of the parties in entering into this Agreement.

36. 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.

37. Joint and Several Liability: If RL, 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 RL shall be the joint and several obligation or undertaking of each such individual or other legal entity.

38. Debarment Policy: RL acknowledges that, in supplying Services for the Board, RL 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 RL has

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engaged any firm to supply Services that is later debarred, RL shall sever its relationship with that firm with respect to supplying Services to the Board.

39. Electronic/Facsimile Signatures: A signature delivered by facsimile or electronic means will be considered binding for both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: 

Sébastien de Langeaux
Chief Procurement Officer

Date: 2/6/2013

CPOR Report No. 12-1009-CPOR-1545

Approved as to legal form: 

James L. Bebley, General Counsel

RENAISSANCE LEARNING, INC.

By: Charles D. Edwards

Signature: Charles D. Edwards

Title: VP Sales

Date: 2/4/2013

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Pricing Exhibit
- Exhibit C: Renaissance Place Real Time Technical Recommendations
- Exhibit D: Support and Service Level Agreement
- Exhibit E: Allowed Research Activities

EXHIBIT A
SCOPE OF SERVICES
Renaissance Learning, Inc.

CPOR No.: 12-1009-CPOR-1545

Board's Project Manager: Thomas (Will) Hobart Phone: 773-553-3060 Email: twobart1@cps.edu

Vendor's Project Manager: Rainie Dennee Phone: 800-460-8738 E-Mail: rainie.dennee@renlearn.com

Period of Performance: Effective Date until October 31, 2013

This Scope of Services shall be conducted pursuant to the terms and conditions of the Software and Services Agreement ("Agreement") dated as of the Effective Date by and between Renaissance Learning, Inc. ("Vendor") and the Board of Education of the City of Chicago, commonly known as Chicago Public Schools (the "Board" or "CPS"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

I. GENERAL DESCRIPTION OF SERVICES

Vendor will provide a Math and Reading skill growth assessment called STAR Reading Enterprise™ and STAR Math Enterprise™ to the Alternative Schools and Programs in Chicago Public Schools via a customized web-based Renaissance Place Real Time™ platform. The assessment will be used on up to 12 different campuses for a total of 2,075 students. This assessment will be used to track student skill growth for students who are aged 12-21 and have varying skill levels. The assessment will be computer adaptive, appropriate for measuring skill growth for 6th - 12th grade students and administered on a rolling basis throughout the school year in approximately 30 minute intervals. Vendor will provide normed growth targets for students at varying levels.

The Board reserves the right to substitute locations of each site (i.e., change campuses) as long as the Board does not exceed the total number of sites set forth in this Agreement. The Board also reserves the right to move test seats/students between sites, if needed."

II. DETAILED DESCRIPTION OF SERVICES

A. STAR Reading Enterprise™ and STAR Math Enterprise™

STAR Reading Enterprise™ and STAR Math Enterprise™ are computer-adaptive interim assessments for reading and math. Their capabilities include screening, standards benchmarking, and progress monitoring. Moreover, STAR Enterprise™ assessments provide the following:

- Expanded skills-based reporting capabilities that give educators essential information on students' academic progress and growth.
- Instructional planning tools and embedded resources to help teachers decide how to use their newly acquired data in their daily classroom teaching.
- Alignment to the Illinois Reading and Math Assessment Frameworks as well as the Common Core State Standards.
- Ability to forecast student performance on the Illinois Standards Achievement Tests (ISAT).

The STAR Enterprise assessments are web based with each test running on the Renaissance Place Real Time™ platform, a web-hosted system-wide management program that consolidates all Vendor software. Accessing the Real Time platform requires a user name and password. To take a STAR assessment,

students simply log in on an Internet-connected computer at the school and take the test. Afterward, the teacher or administrator logs in on an Internet-connected computer and runs a variety of reports.

1. **STAR Reading Enterprise** is a computer-adaptive reading test that assesses the reading achievement of students through grade 12 who have a sight vocabulary of at least 100 words. Students taking the STAR Reading Enterprise test receive 34 questions in five broad domains: Word Knowledge and Skills, Comprehension Strategies and Constructing Meaning, Analyzing Literary Text, Understanding Author's Craft, and Analyzing Argument and Evaluating Text. Within each domain, skills are organized into sets of closely related skills. The resulting hierarchical structure is domain, skill set, and skill. The skills represent the various skills and understandings that students gain as they progress in their reading development. The STAR Reading Enterprise item bank includes more than 4,700 carefully calibrated items that test a total of 475 grade-specific skills, with multiple items available to measure each skill.
2. **STAR Math Enterprise** is a computer-adaptive mathematics test that assesses the math achievement of students in grades 1–12. Students taking the STAR Math Enterprise test receive 34 questions in four broad domains: Numbers and Operations; Algebra; Geometry and Measurement; and Data Analysis, Probability, and Statistics. Within each domain, skills are organized by sets of closely related skills. The STAR Math Enterprise item bank includes more than 5,000 carefully calibrated items that test a total of 556 skills, with multiple items available to measure each skill.

The STAR Enterprise tests are computer-adaptive assessments based on item response theory (IRT). Thus, every administration of STAR is considered an "equivalent form" because each administration is equally as difficult as other administrations, both across students and for each individual student.

It is important to note that, as a computer-adaptive assessment, STAR differs from conventional tests in its approach to multiple forms. STAR's adaptive-branching mechanism individually tailors each student's test to items the student can answer correctly a specified percent of the time. To accomplish this, STAR continuously updates an estimate of the student's developed ability and selects test items one at a time from a pool of thousands of items. STAR applies item response theory to accomplish its percent difficulty target. The key is having accurate measures of each item's IRT difficulty parameter, as well as an accurate measure of each student's current ability.

B. Full List and Description of Standard Reports

1. **Results Reports:** STAR Enterprise reports are designed to promote discourse regarding student progress and answer common educator questions. As soon as a student or students finish taking a test, educators log in to the online Renaissance Place system to manage student data and run STAR reports. The STAR report appears as a PDF file on the screen. The educator can view the report on-screen and/or print it.

Administrators can customize many of the reports in Renaissance Place to view information about participation and performance across the district and by various demographic subgroups (for example, students receiving free and reduced lunch, English language learners, etc.). Users can specify a group of students whose reports are to be printed in one batch. They can also choose to drill down to focus on one particular grade level, one particular teacher's class, or one particular student.

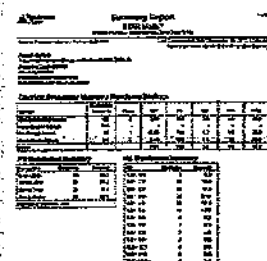
A wide variety of results reports is available, and each one assists educators in a unique way. The table on the following pages provides brief descriptions of some of these reports, as well as the levels at which they are available to educators.

STAR Enterprise Reports

Summary

How is the class or district performing as a whole?

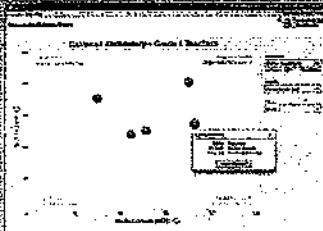
Summary Reports show student results on a STAR Math or STAR Reading assessment for one reporting period. This report can be run at the student, class, group, school, or district level.



Growth

What is each student
teaching his or her
maximum potential?

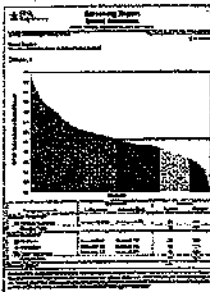
STAR's Growth Report shows student growth between any two STAR testing events. Growth is reported via change in scaled score (SS) and student growth percentile (SGP). This report can be run at the student, class, or school levels. Further, the Growth Proficiency Chart, shown at right, combines achievement and growth in one view. This is an online, interactive, drill-down tool and educators can view information at the student, class, grade, school, or district level.



Screening

Which students are reaching benchmark?
Which need intervention?

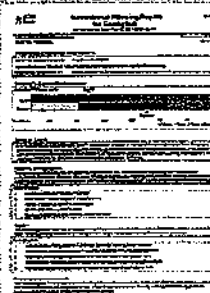
Screening Reports show which students are succeeding with core instruction and which may need intervention. The user selects the type of benchmark (e.g., RTI benchmarks or state AYP benchmarks). This report can be run for a student, class, grade, or school.

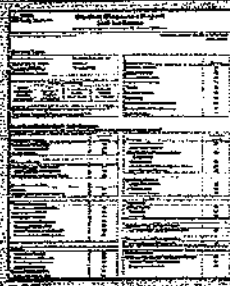
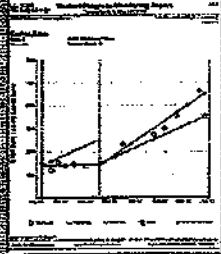
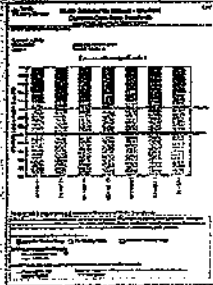


Instructional Planning

What are my students ready to learn next?

Class and Student Instructional Planning Reports identify skills for instruction that individual students and groups need to learn in order to advance in the learning progression for math or reading.



<p>Diagnostic</p> <p>How are my students performing in the different skill sets?</p>	<p>Because STAR is linked to the Core Progress learning progression, the assessments can give diagnostic results. This report shows which skills students are ready to learn next. It can be run for a student, class, grade, or school.</p>	
<p>Progress Monitoring</p> <p>Is my student responding to intervention?</p>	<p>An individualized learning goal is set and monitored with this report. STAR can be administered up to weekly for progress monitoring purposes. This report can be run for a student, class, grade, or school.</p>	
<p>Mastery of Standards</p> <p>Are my students mastering the Common Core State Standards?</p>	<p>The STAR Enterprise assessments are aligned to the Common Core State Standards to help educators gauge progress toward mastery of the state standards. This report can be run for a student, class, or district.</p>	

2. **Operational Reports:** As mentioned earlier, the STAR Enterprise assessments are run on the online Renaissance Place Real Time platform, which gives educators 24/7 access to all reporting features available within the software, including the following:

- **Students without reporting attributes:** Before running reports, educators can select from a variety of reporting parameter groups, including ethnicity, free and reduced lunch, English language learner status, and more. In addition to the parameters included with the software, users may also create additional reporting parameters based on their needs. They may also select to view all students at once, without identifying any reporting parameters.
- **Potential duplicate profiles:** Student information may be entered manually or imported from your student information system (SIS). In either case, student information need only be imported once and is updated in one central location, making it easy to add and maintain the information in real time. When importing this data, Renaissance Place automatically creates a "Merge Candidates" list, which alerts the user to potential duplicate student profiles.
- **User roles:** All users must enter a unique user name and password to access data on the Renaissance Place platform. Users see only the data that is designed for them. Teachers see class and student data, principals see school data, and superintendents see district data. Additionally, all user groups can drill down into the data to access the levels below them.

- *Instructors without class assignments:* A Teacher Report indicates the teachers who are currently using STAR Reading or STAR Math in their classrooms, as well as their user names, classes, and class position.
 - *Students without valid test results:* The Test Activity Report indicates which students have and have not completed a STAR Reading or STAR Math test.
 - *Test events by status:* Renaissance Place allows users to sort student test results by various parameters, so they can see the status of students in one or more reporting groups.
3. Raw Data Files: Automatic data extracts for STAR Reading and STAR Math on the Real Time platform for Enterprise implementations are included for all customers who have purchased Renaissance™ data integration services. These extracts can be school or district based and formatted to fit the customer's specifications. Extracts are transferred to an SFTP site nightly so that customers may automate their data downloading procedures.
 4. On-Site Data Consulting: Vendor's consultants work with customers on-site to implement integration processes, navigate demonstration sites, and resolve any technical issues. Programmers are also available to work with customers on specified integration needs such as single sign-on solutions (SSO).

C. Testing Administration

The STAR Enterprise assessments were designed to be used as short-cycle, interim tests. As such, they can be administered multiple times per school year, though recommended frequency of administration depends on the educator's purpose. For example, STAR could be used three times a year (fall, winter, and spring) to screen all students, or, for students who are receiving intervention, the test can be used more often—even weekly—without the risk of item overexposure, so teachers can continue to monitor progress. Both STAR Reading Enterprise and STAR Math Enterprise administer 34 questions to the student during each testing event. The average administration time of a STAR Reading Enterprise assessment is around 15 minutes; for a STAR Math Enterprise test, the average administration time is around 20 minutes.

D. Professional Development

1. Assessment Support: Vendor will provide a customized, multi-day STAR Training of Trainers program will equip a team from your school or district with the knowledge, skills, and materials you need to provide customized, just-in-time professional development to CPS participants which will include the Network and school administrators and school teachers at the Alternative Schools and Programs. Training will consist of 2 sessions of a 2-day onsite training for 6 hours each day and for up to 10 participants per session.
2. Topics Covered, Location, and Timeline for Delivery: With the Training of Trainers model, Vendor professional services staff will provide an on-site two-day workshop. During this time, CPS participants which will include the Network and school administrators and school teachers at the Alternative Schools and Programs will gain hands-on experience with all aspects of the software, and come to understand the advanced psychometrics behind the design of STAR. The workshop will provide an overview of new features of STAR Enterprise with a concentrated focus on the best use of STAR within the Response to Intervention model, including universal screening, progress monitoring, and diagnostic information. Lively, engaging activities along with time for reflection and interaction with peers will deepen your team's understanding of adult-learning theory and enable them to plan effective staff development for their colleagues. At the end of the two-day event,

participants will have a toolkit of activities and materials to facilitate training in their own schools.

Participants gain a deeper and more meaningful understanding of how to interpret reports once they are able to work with data from their own schools. Therefore, after trainers return to their campuses and have facilitated the first school or district-wide screening, it is strongly recommended that they review the data from their sites with a Renaissance expert to prepare them to lead data meetings in their buildings. These data reviews can be completed remotely with the Vendor's Renaissance Coach ("Renaissance Coach").

After having time to apply content from the initial training (as evidenced by establishing structures for administering STAR assessments as well as for reviewing/using screening and progress monitoring data) follow-up training on additional features and advanced topics will be presented through six (6) hours of remote training. This training will also allow educators the opportunity to ask implementation questions on topics from the initial training.

Sample agendas for the initial two-day workshop and follow-up session are provided on the following page:

Initial Two-Day Workshop

Section	Topics Covered
1. STAR Basics	<ul style="list-style-type: none"> • The advantages of computer adaptive testing • Targeted grade levels for each STAR Enterprise test • Content specific for STAR Enterprise tests • How STAR chooses initial test questions • Administering the tests with fidelity <p><i>Lab Task: Participants will log on as students to take STAR tests so as to experience the student perspective</i></p>
2. The Basics (Continued): Key Scores and Reports	<ul style="list-style-type: none"> • Discussion of key reports, including Diagnostic, Summary, Growth, and Test Record Reports • Explanations of key scores, including percentile rank, grade-level equivalent Scores, student growth percentiles, and more • An overview of the Estimated Oral Reading Fluency Score in STAR Reading for K-4 <p><i>Lab Task: Participants will log on as teachers and run various reports</i></p>
3. Going Deeper into STAR	<ul style="list-style-type: none"> • An overview of the scaled score, including how scaled scores are converted into other types of scores • A discussion of how STAR was designed and validated, with a focus on the research behind the assessments as well as the technical manuals
4. Using STAR as a Universal Screener in RTI	<ul style="list-style-type: none"> • Brief review of RTI basics • Discussion of the Screening Report and default screening categories and cut scores

	<ul style="list-style-type: none"> • Instructions on how to set up a screening window • Interpretations and recommendations for the implementation. <p><i>Lab Task: Participants will explore the Preferences section in Renaissance Place, set up a screening window, and run a Screening Report.</i></p>
5. Using STAR for Progress Monitoring in RTI	<ul style="list-style-type: none"> • Explanation of the Progress Monitoring Report • Discussion of the recommended frequency for progress monitoring • Setting and tracking goals with the Goal Setting Wizard interface <p><i>Lab Task: Participants will set up an intervention for a student.</i></p>
6. STAR Enterprise	<ul style="list-style-type: none"> • Discussion of the following reports: <ul style="list-style-type: none"> ◦ State Performance Reports for groups and individuals. ◦ State Standards Reports tied to the Common Core Standards ◦ Instructional Planning reports for groups and individuals ◦ Instructional resources (e.g. learning progressions, worked examples, sample lessons, sample problems). ◦ Longitudinal Reports (Growth and Cross Sections). ◦ Annual Progress Report.
7. Additional Training and Support	<ul style="list-style-type: none"> • Overview of the <i>Getting the Most</i> guides for STAR products. • A brief look at the online Renaissance Training Center™ at www.renlearn.com/training.

Follow-Up Remote Training

Section	Topics Covered
1. State Relevancy	<ul style="list-style-type: none"> • How STAR State Performance Reports were developed • Using state performance levels in lieu of national percentile ranks for benchmarking and screening • Using Performance Reports to predict pass rates for individual students or groups • Review of the state-specific information available on the State Standards Reports.
2. Instructional Planning Reports and associated resources	<ul style="list-style-type: none"> • How to run Instructional Planning Reports for individual students. • How to form instructional groups and run these reports for each group. • Overview of learning progressions, including how to access the learning progressions and related instructional resources.

3. Additional Reports	• Discussion of Longitudinal Reports, the Annual Progress Report, and other reports
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- a. **Individual to Deliver:** Vendor's professional services staff will provide the on-site, two-day Training of Trainers workshop. The data reviews following this workshop will be completed with a Renaissance Coach, with additional remote follow-up training provided by the same staff.
- b. **Additional Support:** Providing ongoing support to local staff trainers is the key to ensuring their success. That's why participants in STAR Training of Trainers are assigned a Renaissance Coach for one year after the event. The Coach will be available by phone to review your content, provide ideas for problem solving, and answer questions, thereby providing ongoing and just-in-time support to ensure success.

E. Technical Support and Information Systems

Vendor's call center is based in the US, and customers never talk to a machine when calling the Vendor. Our technical support representatives are experts with extensive knowledge of Renaissance software. They answer each call promptly and walk customers through the answers they need.

Schools and districts with a current Renaissance Place Real Time subscription receive unlimited toll-free calls, e-mail, and live chat support with our team of technical experts from 6:30 a.m. to 7:00 p.m. (central time), Monday through Friday. These experts provide a variety of services to help with setup, implementation, support, and troubleshooting of Renaissance programs. A Real Time subscription also automatically provides you with 24/7 access to an online help menu, teacher resources, and software and technical manuals as well as the online Renaissance Training Center (www.renlearn.com/training) and the Renaissance Learning Knowledge Base (<http://support.renlearn.com/techkb/>).

Additionally, with the STAR software hosted on Vendor's servers, schools and districts do not need to purchase, install, or maintain separate server hardware and software. Schools and districts also receive secure student information storage in our state-of-the-art data center—with records backed up regularly to ensure data integrity—and our technicians continually optimize the software for peak performance at all times at no additional cost.

III. AUTOMATED DATA INTERFACE/FTP FILE EXCHANGE

Detailed below is the method in which student data will be exchanged between the Board and Vendor. Vendor will provide the following services in support of assessment implementation for the Board.

System Integration

Provisioning	
Automated Interface to CPS	
Online Assessments	<ul style="list-style-type: none"> • Vendor must return assessment results via an automated interface including at a minimum the following referential data points: <ul style="list-style-type: none"> ○ CPS_STUDENT_ID ○ STUDENT_FIRSTNAME ○ STUDENT_LASTNAME ○ STUDENT_MIDDLENAME ○ STUDENT_BIRTH DATE ○ STUDENT GRADE LEVEL (At time of test)

	<ul style="list-style-type: none"> o TEST GRADE/LEVEL (if applicable) o TEST WINDOW DATE (Start and End) o DATE OF TEST o SCHOOL CODE o SCHOOL NAME o TEACHER EMPLOYEE ID (if applicable) o TEACHER FIRSTNAME o TEACHER LASTNAME o TEACHER MIDDLENAME o STUDENT HOMEROOM/DIVISION (if applicable) o IEP Status/Accommodations o Test Version or Form (if applicable)
Automatic Data File from CPS - Data File for Home Assessments	<ul style="list-style-type: none"> • Vendors must be able to accept nightly files in the CPS standard layouts for applicable subject areas. (See appendix XXX) Standard files include: <ul style="list-style-type: none"> • Student Enrollment and Demographics (required) • Master School List (required) • Student Schedule (ES Homeroom, HS Class Schedule) • Teacher/Staff Information • Course Information • Vendor should implement quality assurance processes to ensure that data from CPS is properly integrated into the assessment systems. This quality assurance process must be agreed upon with CPS.
FILE Exchange	<ul style="list-style-type: none"> • Vendor must use an approved delimited or XML file format. • Vendor will not use fixed width files. • Vendor files will include a header row. • Vendor will provide a data dictionary for each file type.

- Data Turnaround – Vendor is obligated to return assessment data files within one (1) week of a completed assessment.
- Support – Vendor is responsible for providing resources to resolve data anomalies in testing results along with the following deliverables: corresponding documentation as to the data validation methodology, a detailed report sorted by school of all problematic, incomplete, or excluded records, documentation of the field layouts, field descriptions, expected value ranges and instructions for handling records with values outside of those ranges, and exclusion and aggregation rules for assessment results. Vendor will also provide layout comparisons or release notes whenever file layouts change.

EXHIBIT B
PRICING EXHIBIT
Renaissance Learning, Inc.

CPOR No.: 12-1009-CPOR-1545

The Board reserves the right to substitute locations of each site (i.e., change campuses) as long as the Board does not exceed the total number of sites set forth in this Agreement. The Board also reserves the right to move test seats/students between sites, if needed."

	Reading		Math		Services			Hosting		Totals
	STAR Reading		STAR Math		Technical Consulting	Renaissance Place	Seminar	Hosting		
Chicago Public Schools Alternative Network - 3282965	\$0.00		\$0.00		\$4,800.00	\$0.00	\$10,998.00			\$15,798.00
Banner Academy North (Safe School) - 2843849	\$1,894.81		\$1,894.81					\$489.00		\$3,888.82
Banner Academy South - 282834	\$2,235.08		\$2,235.08					\$489.00		\$4,969.12
Banner Academy West - 2208384	\$1,871.28		\$1,971.28					\$489.00		\$4,441.52
Camelot - 3282788	\$2,461.18		\$2,461.18					\$489.00		\$5,421.32
Pathways In Education - 3282840	\$2,021.61		\$2,021.61					\$489.00		\$4,542.02
Peace & Education High School Second Chance Campus - 2205776	\$1,707.47		\$1,707.47					\$489.00		\$3,913.94
Peace & Education High School Sinclair Campus - 3282880	\$1,707.47		\$1,707.47					\$489.00		\$3,913.94
Prologue Early College High School - 179867	\$2,147.12		\$2,147.12					\$489.00		\$4,793.24
Prologue Joshua Johnston - 3282911	\$2,147.12		\$2,147.12					\$489.00		\$4,793.24
Richard Milburn Alternative High School - 1421950	\$1,720.03		\$1,720.03					\$489.00		\$3,899.08
Simpson Academy For Young Women High School - 177580	\$1,895.80		\$1,895.80					\$489.00		\$4,290.80
Vivian E Summers Preparatory School - 1407532	\$1,732.50		\$1,732.50					\$489.00		\$3,964.20
Totals	\$23,441.61		\$23,441.61		\$4,800.00	\$0.00	\$10,998.00	\$5,986.00		\$68,669.22

Subscription Student Summary

STAR Math	Enterprise Real Time	Student Qty	Alignment	Subscription	Totals
	Banner Academy North (Safe School) - 2843649	70	-	\$175.86	\$175.86
	Banner Academy South - 2832634	285	-	\$716.01	\$716.01
	Banner Academy West - 2208384	180	-	\$452.21	\$452.21
	Camelot - 3262788	375	-	\$942.11	\$942.11
	Pathways In Education - 3262840	200	-	\$502.46	\$502.46
	Peace & Education High School Second Chance Campus - 2205775	75	-	\$188.42	\$188.42
	Peace & Education High School Sinclair Campus - 3262880	75	-	\$188.42	\$188.42
	Prologue Early College High School - 179867	250	-	\$628.07	\$628.07
	Prologue Joshua Johnston - 3262811	250	-	\$628.07	\$628.07
	Richard Milburn Alternative High School - 1421950	80	-	\$200.98	\$200.98
	Simpson Academy For Young Women High School - 177590	150	-	\$376.85	\$376.85
	Vivian E Summers Preparatory School - 1407532	85	-	\$213.55	\$213.55
	Enterprise Real Time Subtotal	2075	-	\$5,213.01	\$5,213.01
STAR Math Subtotal		2075	-	\$5,213.01	\$5,213.01
STAR Reading	Enterprise Real Time				
	Banner Academy North (Safe School) - 2843649	70	-	\$175.86	\$175.86
	Banner Academy South - 2832634	285	-	\$716.01	\$716.01
	Banner Academy West - 2208384	180	-	\$452.21	\$452.21
	Camelot - 3262788	375	-	\$942.11	\$942.11
	Pathways In Education - 3262840	200	-	\$502.46	\$502.46
	Peace & Education High School Second Chance Campus - 2205775	75	-	\$188.42	\$188.42
	Peace & Education High School Sinclair Campus - 3262880	75	-	\$188.42	\$188.42
	Prologue Early College High School - 179867	250	-	\$628.07	\$628.07
	Prologue Joshua Johnston - 3262811	250	-	\$628.07	\$628.07
	Richard Milburn Alternative High School - 1421950	80	-	\$200.98	\$200.98
	Simpson Academy For Young Women High School - 177590	150	-	\$376.85	\$376.85
	Vivian E Summers Preparatory School - 1407532	85	-	\$213.55	\$213.55
	Enterprise Real Time Subtotal	2075	-	\$5,213.01	\$5,213.01

STAR Reading Subtotal	2075	\$5,213.01	\$5,213.01
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Chicago Public Schools Alternative Network – 3282995

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
Data Integration Fee Level 2 (2001-4000 Students)	1	\$4800.00
STAR 2-Day Custom Training of Trainers	1	\$5,489.00
STAR 2-Day Custom Training of Trainers	1	\$5,499.00
Chicago Public Schools Alternatives Network Subtotal		\$15,798.00

Banner Academy North (Safe School) – 2843649

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 70 students	Subscription	\$ 175.86
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee Includes access for up to 70 students	Subscription	\$ 175.86
Annual All Product RP Hosting Fee	1	\$ 499.00

Banner Academy North (Safe School) Subtotal: \$3,888.82

Banner Academy South – 2832634

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 265 students	Subscription	\$ 716.01
STAR Math Enterprise Real Time School Fee	1	\$1,519.05

STAR Math Enterprise Real Time School Fee
Includes access for up to 265 students Subscription \$ 716.01

Annual All Product RP Hosting Fee 1 \$ 499.00

Banner Academy South Subtotal: \$4,969.12

Banner Academy West - 2208384

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 180 students	Subscription	\$ 452.21
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee Includes access for up to 180 students	Subscription	\$ 452.21
Annual All Product RP Hosting Fee	1	\$ 499.00

Banner Academy West Subtotal: \$4,441.52

Camelot - 3262788

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 375 students	Subscription	\$ 942.11
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee Includes access for up to 375 students	Subscription	\$ 942.11
Annual All Product RP Hosting Fee	1	\$ 499.00

Camelot Subtotal: \$5,421.32

Pathways In Education - 3262840

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 200 students	Subscription	\$ 502.46
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee Includes access for up to 200 students	Subscription	\$ 502.46
Annual All Product RP Hosting Fee	1	\$ 499.00
Pathways In Education Subtotal:		\$4,542.02

Peace & Education High School Second Chance Campus - 2205775

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 75 students	Subscription	\$ 188.42
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee Includes access for up to 75 students	Subscription	\$ 188.42
Annual All Product RP Hosting Fee	1	\$ 499.00

Peace & Education High School Second Chance Campus Subtotal: \$3,913.94

Peace & Education High School Sinclair Campus - 3262880

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 75 students	Subscription	\$ 188.42
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee	Subscription	\$ 188.42

Includes access for up to 75 students

Annual All Product RP Hosting Fee 1 \$ 499.00

Peace & Education High School Sinclair Campus Subtotal: \$3,913.94

Prologue Early College High School - 179867

Description	Qty	Extended Price
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 250 students	Subscription	\$ 628.07
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee Includes access for up to 70 students	Subscription	\$ 628.07
Annual All Product RP Hosting Fee	1	\$ 499.00

Prologue Early College High School Subtotal: \$4,793.24

Prologue Joshua Johnston - 3262911

Description	Qty	Extended Price
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 250 students	Subscription	\$ 628.07
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee Includes access for up to 250 students	Subscription	\$ 628.07
Annual All Product RP Hosting Fee	1	\$ 499.00

Prologue Joshua Johnston Subtotal: \$4,793.24

Richard Milburn Alternative High School - 1421950

Description	Qty	Extended Price
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STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 80 students	Subscription	\$ 200.98
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee Includes access for up to 80 students	Subscription	\$ 200.98
Annual All Product RP Hosting Fee	1	\$ 499.00

Richard Milburn Alternative High School Subtotal: \$3,939.06

Simpson Academy For Young Women High School – 177590

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 160 students	Subscription	\$ 376.85
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee Includes access for up to 150 students	Subscription	\$ 376.85
Annual All Product RP Hosting Fee	1	\$ 499.00

Simpson Academy for Young Women High School Subtotal: \$4,290.80

Vivian E. Summers Preparatory School – 1407532

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
STAR Reading Enterprise Real Time School Fee	1	\$1,519.05
STAR Reading Enterprise Real Time Subscription Includes access for up to 85 students	Subscription	\$ 213.55
STAR Math Enterprise Real Time School Fee	1	\$1,519.05
STAR Math Enterprise Real Time School Fee Includes access for up to 70 students	Subscription	\$ 213.55

Annual All Product RP Hosting Fee

1 \$ 499.00

Vivian E Summers Preparatory School Subtotal: \$3,964.20

GRAND TOTAL: \$68,669.22

EXHIBIT C

Renaissance[™] Place REAL TIME Technical Recommendations

This document covers Renaissance Place Real Time client workstation requirements.

- Throughout this document, you will see both Minimum and Recommended requirements. Please follow the Recommended requirements for optimal performance.
- Please provide a copy of this document to your school administrator or technical representative for review.
- Renaissance Place Real Time is an integrated, web-based information system. As a result, accessing your Renaissance Place Real Time applications is done in the same way you open an Internet website.
- Renaissance Learning maintains a Knowledge Base of helpful articles at <http://support.renlearn.com>.

Client Workstation Recommendation

Client	Windows		Macintosh	
	Recommended	Minimum	Recommended	Minimum
Web Browser ^a	Internet Explorer 9.x or Firefox 11.0 or later	Internet Explorer 7.x–8.x or Firefox 4.x–10.x	Safari 5.0–6.0 ^b or Firefox 11.0 or later	Safari 3.x–4.x or Firefox 4.x–10.x
Processor Recommendation	1 GHz or higher	450-MHz	1 GHz or higher	450-MHz
Operating System	Windows 7	Windows XP Service Pack 2, Vista	System 10.5–10.8	System 10.4
RAM	Minimum required for your operating system, or better			
Monitor	1024 × 768 display resolution, thousands of colors	1024 × 600 display resolution, 256 or more colors	1024 × 768 display resolution, thousands of colors	1024 × 600 display resolution, 256 or more colors
Hard Drive	250 MB available		250 MB available	
Components	Other components: Adobe Reader 9 or later ^d Adobe Flash Player 10.0 or later ^d RLI Print Plug-In		Other components: Adobe Reader 9 or later ^d Adobe Flash Player 10.0 or later ^d RLI Print Plug-In	
Printer	Required		Required	
Internet Connection	Broadband Internet connection (DSL, satellite, or cable)		Broadband Internet connection (DSL, satellite, or cable)	
Other	Accelerated Math: AccelScan mark reader, Renaissance Responder, and/or NEO 2 recommended for student scoring. A 6ppm or higher laser printer is required. Accelerated Reader SmartApplet: NEO 2 and NEO Manager.		Accelerated Math: AccelScan mark reader, Renaissance Responder, and/or NEO 2 recommended for student scoring. A 6ppm or higher laser printer is required. Accelerated Reader on iOS: iPad®, iPod touch®, or iPhone® running iOS 4.x or later. Accelerated Reader SmartApplet: NEO 2 and NEO Manager.	
	Accelerated Reader Recorded Voice Quizzes, English in a Flash, and STAR Early Literacy: Sound card and headphones or speakers. KeyWords RP Reports: NEO 2 and NEO Manager, and KeyWords SmartApplet 3.3 or later. MathFacts in a Flash SmartApplet: NEO 2 and NEO Manager.		Accelerated Reader Recorded Voice Quizzes, English in a Flash, and STAR Early Literacy: Sound card and headphones or speakers. KeyWords RP Reports: NEO 2 and NEO Manager, and KeyWords SmartApplet 3.3 or later. MathFacts in a Flash SmartApplet: NEO 2 and NEO Manager.	

- The Growth Proficiency Chart uses features only supported by newer browsers. Use a recommended browser or an iPad running iOS 5 or later to view this chart.
- Macintosh System 10.6 running 32-bit must use Firefox to view reports.
- Renaissance Place Real Time is compatible with 64-bit Vista and Windows 7 operating systems when accessed in a 32-bit browser. You may use either Firefox or the default 32-bit version of Internet Explorer to log into Renaissance Place Real Time.
- You must meet the minimum requirements for your operating systems. Newly released versions of these components may or may not be compatible.

EXHIBIT C

Additional Client Requirements and Recommendations

- ActiveX controls and plug-ins need to be enabled if using Internet Explorer on Microsoft Windows operating systems.
- Depending on which Renaissance Place Real Time applications will be used, there are a number of client applications/plugins that are required. They include Adobe Reader, Adobe Flash, and the Renlearn Print Plug-In. The AccelScan application is required to score Accelerated Math assignments using the scanner. Renaissance Responder Scoring Software must be installed on teachers' computers if students are using NEO 2s or Renaissance Responder scoring devices with Accelerated Math. All client applications/plugins should be installed as a local administrator to the workstation. Enter <http://support.renlearn.com/techkb/techkb/6086551e.asp> to download the "Client components for Renaissance Place" chart in .pdf format.
- If using a firewall, proxy, and/or content filter, some changes may need to be made for Renaissance Place Real Time applications to function properly.
 - Numerous errors will occur in the software if the proxy server caches Renaissance Place Real Time Web pages. Accessing the site via HTTPS may prevent the proxy from caching pages, however you may want to configure your network so that users bypass the proxy server entirely when accessing Renaissance Place Real Time.
 - STAR Early Literacy requires students to download MP3 files from Renaissance Place Real Time; if you use content filtering be sure to allow this type of activity.
 - Allow access to Renaissance Learning resources to be sure the software functions as designed. Add an exception within your firewall, proxy, or content filtering software to allow inbound and outbound http and https communication with the *.renlearn.com domain as well as access to and from *.renlearnrp.com. For a complete list of Renaissance Learning resources used by Renaissance Place, see Knowledge Base article #9345286 <http://support.renlearn.com/techkb/techkb/9345286e.asp>.
 - Allow inbound and outbound http and https communication access to ajax.googleapis.com (hosted by Google) and ajax.aspnetcdn.com (hosted by Microsoft). Certain Renaissance Place features access JavaScript libraries from these content delivery networks; you must allow access to the sites to be sure the software functions as designed.
- If pop-up blockers have been installed on the workstations, you will need to either disable or uninstall your pop-up blocker, or allow pop-ups from your Renaissance Place Real Time website. See Knowledge Base article #4751376 <http://support.renlearn.com/techkb/techkb/4751376e.asp> for more information.
- Verify you have adequate bandwidth to support task usage estimates. See Knowledge Base article #3943285 <http://support.renlearn.com/techkb/techkb/3943285e.asp>.
- The AccelScan application is required to score Accelerated Math assignments using the scanner. Scanner warranty information can be viewed online in the *AccelScan User's Guide*, available at <http://doc.renlearn.com/KMNet/R008244104GF2920.pdf>.

As technology advances it becomes necessary for software companies to drop support for older operating systems and third-party software. It is the responsibility of customers to keep their computers, networks, operating systems, and third-party software up-to-date and functional. Although Renaissance Learning will not discontinue support for older products immediately, we will continue to evaluate system requirements and do our best to provide advance notice when it becomes necessary to raise our requirements. The recommended technologies included in this document were defined at the time this product was developed. We will do our best to support new technologies that ship after this product was developed, but cannot recommend those. For the most up-to-date system requirements, please check online at <http://www.renlearn.com/> requirements.

**If you have any technical questions about
Renaissance Place Real Time, call (800) 338-4204.**

Accelerated Math, Accelerated Reader, AccelScan, English in a Flash, KeyWords, MathFacts in a Flash, NEO 2, NEO Manager, Renaissance Learning, Renaissance Place, Renaissance Place Real Time, Renaissance Responder, and STAR Early Literacy are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States and other countries. All other trademarks are held by their proprietary companies.

Exhibit D

Support and Service Levels

1. **Scope of Support.** RL shall provide Customer with support for the Materials and Services as detailed below. The following are outside the Scope of Support (i) debugging application coding errors in Customer applications, (ii) debugging problems in non-RL products, or in combinations of RL Software and non-RL products where the problem occurs in the non-RL product, (3) non-RL hardware problems, and (4) other cases where the suspected problem is not the responsibility of RL or RL's third party vendor. Customer agrees to provide RL with all information and materials reasonably requested by RL for use in replicating, diagnosing and correcting any service problems reported by Customer.
2. **Third Party Vendors.** RL shall have the right to use third parties in performance of support hereunder and, for purposes of this Agreement, all references to RL or its employees shall be deemed to include such third parties.
3. **Application Hosting.** RL will support the operation of the Software at an RL data center on servers owned or leased by RL.
4. **User Support** means advice and counsel via telephone or online chat regarding Customer's use of the Materials and Services. User support shall not extend to issues relating to use of the Internet software and hardware not provided by RL and other issues outside the Scope of Support. Customer's educators, administrative users and technical support personnel will have unlimited access to phone support and online chat support from 6:30 a.m. to 7:00 p.m. Central Time, Monday through Friday, excluding holidays observed by RL.
5. **Updates to the Software.** An "Update" shall mean a subsequent release of the Software that RL makes generally available at no charge to its current service and support customers for the Software. RL will provide to the Customer all Updates, including but not limited to enhancements necessary to operate the Software on the current versions of the recommended equipment manufacturer(s)' operating system software and to maintain compatibility with all embedded third party software. RL shall provide such Updates to Customer upon their general release.
6. **Commitment to Generally Improve the Software.** RL agrees that it will generally enhance and improve the Software; however, this obligation does not apply to RL's obsolete versions.
7. **Third Party Software Maintenance and Support.** RL shall serve as liaison for maintenance and support purposes between the Customer and the applicable vendor(s) for any third party software provided as part of this Agreement.
8. **Documentation.** RL shall provide any and all updated documentation for Materials and Services to Customer as such documentation is generally released or more frequently if significant errors or discrepancies are discovered in the documentation.
9. **Equipment-Related Maintenance and Support.** RL will serve as liaison between the Customer and the applicable equipment manufacturer(s) for any non-RL Hardware provided as part of this Agreement.
10. **Support Tracking System.** RL will maintain a current record of Customer's support history.
11. **Escalation Procedures.** RL will, on a best efforts basis, provide Customer with access to the Materials and Services 24 hours per day, seven days a Week (24/7), scheduled maintenance excepted. Incident response times are as follows:

Severity Level	Initial Response	Service Restoration	Defect Resolution
Catastrophic Defect	Immediate	4 hours	10 days
Critical Defect	Immediate	8 hours	15 days
Major Defect	30 minutes	24 hours	45 days
Minor Defect	1 hour	N/A	45 days

Exhibit D

Support and Service Levels

12. **Defect Severity Levels.** Defects (classified as Catastrophic, Critical, Major, or Minor defects) for all Materials and Services are defined in this Section. The classification and reclassification of the defect level shall be at the sole discretion of Customer; provided, however, that such classifications and reclassifications shall be in accordance with the definitions set forth in this Section. In the event a defect is reclassified to a higher severity level, the Service Restoration time period shall begin at the time the defect is reclassified.
- (a) **Catastrophic Defect** means a condition under which the Materials or Services are inoperative and Customer's inability to use the Materials or Services creates an emergency situation with respect to Customer's operations. This condition generally is characterized by a loss of Services affecting all or most of the Customer's users due to Materials or Services failure and requires immediate restoration or correction. RL shall provide hourly status updates to Customer until Service Restoration has been achieved.
 - (b) **Critical Defect** means a condition under which the Materials or Services are partially inoperative, still usable by Customer, but creates a critical situation with respect to Customer's operations, or the inoperative portion of the Materials or Services severely restricts Customer operations. RL shall provide hourly status updates to Customer until Service Restoration has been achieved.
 - (c) **Major Defect** means a condition under which the Materials or Services are usable by Customer, with limited functions, but creates a manageable situation with respect to Customer's operations. The condition is not critical to overall Customer operations and does not severely restrict such operations.
 - (d) **Minor Defect** means a condition under which the Materials or Services are usable and the condition does not adversely affect Customer operations. These problems are those resulting in a minor failure that is cosmetic or de minimis in nature.
13. **Initial Response; Service Restoration; Defect Resolution.** With respect to the terms utilized in the table in Section 11. Above, the following definitions shall apply:
- (a) **Defect Resolution** is the time elapsed from Customer's initial report of a defect to RL until the time RL provides a final correction or modification of the Materials or Services that corrects the root cause of the defect.
 - (b) **Initial Response** means the time it takes from Customer's initial report of a defect to RL until RL first speaks with Customer regarding the defect.
 - (c) **Service Restoration** means the time it takes RL provide Customer with a temporary fix or workaround that solves a reported defect and that can be used by Customer with minimal inconvenience and minimal impact on Customer's business operations.
14. **Security.** Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances use of the Software will be uninterrupted, error free, virus free, without slow response time, or completely secure. RL and Customer are responsible for the security of their own systems and will follow computer industry accepted security practices. Customer will have the ability to assign user access to the Software and is therefore responsible for its password and user account policies.

EXHIBIT E
ALLOWED RESEARCH ACTIVITIES
Renaissance Learning, Inc.

CPOR No.: 12-1009-CPOR-1545

Description of Research

RL routinely analyzes anonymous data that is captured on RL's hosted servers for three purposes: (1) evaluating the technical quality of our products and services; (2) tracking product usage; and (3) updating product features that require the use of hosted data.

Description of the Board-Held Student Data

To accomplish the ongoing analyses listed above, RL requires access to anonymous student-level data on servers hosted by RL which is generated by CPS use of RL's hosted Software.

How the Renaissance Protects Data

RL will protect the confidentiality of all data in accordance with the requirements of Section 15, and other applicable sections of the Agreement