

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

SERVICES AGREEMENT

This SERVICES AGREEMENT ("Agreement") is entered into as of the 5th day of February, 2013 ("Effective Date") by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools (the "Board" or "CPS") and National Training Network, Inc., a Delaware corporation authorized to do business in Illinois, 7915 Valley Falls Road, Greensboro, NC 27455, ("Consultant").

RECITALS

- A. The Board desires that Consultant render certain professional development services to education professionals teaching mathematics in grade schools and high schools as more fully described herein;
- B. The Academy for Urban School Leadership ("AUSL") provides school management consulting and other professional services in certain CPS schools and in such capacity acts as the Board's agent according to the terms and conditions agreed upon in separate agreements between the Board and AUSL;
- C. The Services contemplated in this Agreement are to be performed at certain schools where AUSL currently performs said consulting services as the Board's agent; and
- D. Consultant has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for 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. **Term:** This Agreement is for a term commencing with the Effective Date of this Agreement and shall end one year thereafter ("**Term**") with three options to renew for periods of one year each, unless terminated sooner as provided herein.
 3. **Scope of Services:** Consultant agrees to provide the consulting services set forth on Exhibit A ("**Services**"), in accordance with the terms and conditions of this Agreement. "**Services**" means, collectively, the services, 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, including any increase or decrease in Consultant's fees, shall be documented by a written amendment to this Agreement signed by both parties.
 4. **Compensation; Billing and Payment Procedures; Electronic Payments:**
 - 4.1. **Compensation:** Compensation for the Services to be provided by Consultant during the Term of this Agreement shall not exceed One Million One Hundred Seventy-Four Thousand Two Hundred Dollars (\$1,174,200.00) ("**Maximum Compensation Amount**") without the prior approval of the members of the Board and a written amendment to this Agreement. It is understood and agreed that the Maximum Compensation Amount referenced hereinabove is a 'not-to-exceed amount'
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and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Term of this Agreement and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement. No expenses will be reimbursed under this Agreement, and any materials provided by Consultant to the Board and its employees in performance of this Agreement shall be at no additional charge to the Board. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Consultant shall promptly refund to the Board any payments received for Services and deliverables not provided. Payments shall be made as specified in the "Schedule of Compensation" attached hereto and incorporated herein by reference as Exhibit B.

4.2. Billing and Payment Procedures: All invoices must include: a valid purchase order number, itemized description of the services rendered and/or materials delivered, 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 Consultant 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.

Submit original invoices to:

Chicago Public Schools
Attn: Accounts Payable
PO Box 661
Chicago, IL 60690-0661

Submit a copy to:

Chicago Public Schools
Attn: Carly Bolger
Office of New Schools
125 S. Clark, Tenth Floor
Chicago, IL 60603

4.3. Electronic Payments: Consultant agrees that, at the Board's sole discretion, the Board may make payment electronically to Consultant for any and all amounts due to Consultant by means of the Board's procurement charge card account. Consultant recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Consultant further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Consultant agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

- 5. Standards of Performance:** Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as required by law. Consultant acknowledges that, if in the course of providing services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Consultant 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 Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and deliverables. This provision in no way limits the Board's rights against the Consultant under this Agreement, at law or in equity. Consultant shall remain responsible

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for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Consultant or its subcontractors or others on its behalf.

6. **Personnel:** Consultant must 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 Consultant is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct the Consultant to remove that person from performing Services under this Agreement.
7. **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 Consultant 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 Consultant except that no payment shall be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.
8. **Termination; Suspension of Services; Events of Default; Remedies; and Turnover of Documents:**

8.1. **Early Termination:** The Board may terminate this Agreement in whole or in part, without cause, at any time, by a notice in writing from the Board to Consultant in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the date the notice is received by Consultant or the date stated in the notice, whichever is later.

After notice is received, Consultant 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. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth herein in the provision regarding compensation and payment.

Consultant 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.

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

8.2. **Suspension of Services:** The Board may, upon thirty (30) calendar days' written notice, direct Consultant to suspend Services in whole or in part. Consultant shall promptly resume performance of 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 Consultant. Responsibility for any additional costs or expenses actually incurred by Consultant as a result of remobilization shall be determined by mutual agreement of the parties.

8.3. **Consultant's Events of Default:** Events of default ("Events of Default") include, but are not limited to, the following:

- a) Any material misrepresentation by Consultant in the inducement or the performance of

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this Agreement.

- b) Breach of any term, condition, representation or warranty made by Consultant in this Agreement.
- c) Failure of the Consultant to perform any of its obligations under this Agreement including, but not limited, to the following:
 - i. Failure to timely perform any portion of the Services in the manner specified herein;
 - ii. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of Services;
 - iii. Failure to promptly re-perform, within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory within a reasonable time and at no cost to the Board;
 - iv. Discontinuance of the Services for reasons within Consultant's reasonable control; or
 - v. 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.
- d) Default by Consultant under any other agreement Consultant may have or may enter into with the Board.
- e) Any action or failure to act by Consultant which affects the safety and/or welfare of students or Board staff.
- f) Assignment by Consultant for the benefit of creditors or consent by Consultant to the appointment of a trustee or receiver or the filing by or against Consultant of any petition or proceeding under any bankruptcy, insolvency or similar law.

8.4. Remedies: The occurrence of any Event of Default, which the Consultant fails to cure within fifteen (15) calendar days (or such other time period as the Chief Procurement Officer ("CPO") may authorize in writing) 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 said cure period after notice, Consultant fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Consultant in default. Whether to declare Consultant in default is within the sole discretion of the CPO. Written notification of an intention of the CPO to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Consultant's receipt of such notice or on the date set forth in the notice, whichever is later. When a notice of an intention to terminate is given as provided in this Section, Consultant must discontinue all Services, unless otherwise directed in the notice, and must deliver to the Board all materials prepared or created in the performance of this Agreement, whether completed or in-process. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- a) Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Consultant. In such event, Consultant shall be liable to the Board for any excess costs incurred by the Board. Any amount due Consultant under this Agreement or any other agreement Consultant may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- b) Terminate this Agreement in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board.

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- c) Suspend Services during the fifteen (15) day cure period if the default results from an action or failure to act by Consultant which affects the safety and/or welfare of students or Board staff.
- d) Seek specific performance, an injunction or any other appropriate equitable remedy.
- e) Receive from Consultant any and all damages incurred as a result or in consequence of an Event of Default.
- f) Money damages.
- g) Withhold all or part of Consultant's compensation under this Agreement that is due or future payments that may become due under this Agreement.
- h) Deem Consultant non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Consultant pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-1217-PO1), as may be amended from time to time.

The Board may elect not to declare Consultant 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 Consultant to continue to provide the Services despite one or more Events of Default, Consultant shall in no way be relieved of any responsibilities, duties or obligations under this Agreement, nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

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 the occurrence of 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 as described in Section 8.1 above.

8.5. **Turnover of Documents and Records:** Upon demand of the Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Consultant shall turn over to the Board or its designee within ten (10) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that Consultant may keep a copy of such information for its own records.

9. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

10. **Confidential Information; Dissemination of Information; Ownership; Injunctive Relief; Survival:**

10.1. **Confidential Information:** In the performance of the Agreement, Consultant may have access to or receive certain information that is not generally known to others ("Confidential Information" or "CPS Data"). Such Confidential Information may include, but is not limited to Staff

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Data, Student Data, School Level Data (each as defined in Section 10.2 below), and volunteer 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, Illinois Standards Achievement Test ("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, college enrollment records, Free Application for Federal Student Aid ("FAFSA") information; and unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Consultant.

10.2. CPS Data: Such information may include (i) "Student Data" comprised of (a) personally identifiable student level data, (b) de-identified student level data, or (c) aggregate level student data; (ii) "Staff Data" comprised of (a) personally-identifiable employee level data, (b) de-identified employee level data, or (c) aggregated employee level data; and (iii) "School Level Data" comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular CPS school and which is not Student Data or Staff Data. For purposes of this Agreement, any reference to Confidential Information shall be inclusive of Student Data, Staff Data, and School Level Data.

10.3. Use of Confidential Information: Consultant shall:

- a) Only use Confidential Information for the sole purpose of providing the Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information.
- b) Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of FERPA, HIPAA and ISSRA as described in Section 12.2 (Compliance with Laws).
- c) Any subcontractors engaged by Consultant in providing Services to the Board shall be required to assume obligations of secrecy equal to or greater than the obligations that Consultant has assumed in this Agreement with respect to the Confidential Information.
- d) Not copy or reproduce in any manner whatsoever the Confidential Information of the Board without the prior written consent of the Board, except where required for its own internal use in accordance with this Agreement.

10.4. Transmitting and Storing Confidential Information: Consultant shall:

- a) When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- b) Only electronically transmit or mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Confidential Information shall only be mailed in accordance with the provisions of Section 10.4(a) above;
- c) Not send, via mail or electronically, any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;

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- d) Encrypt any and all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, tape, flash drives, etc. Consultant shall not leave Confidential Information in any electronic format unsecured and unattended at any time;
- e) Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Consultant shall not leave Confidential Information unsecured and unattended at any time;
- f) Consultant shall password protect any laptop or workstation that contains Confidential Information. Additionally, any laptop or workstation that contains Confidential Information shall have its full hard drive Encrypted. Consultant shall not leave any laptop or workstation unattended without enabling a screen-lock or otherwise blocking access to the laptop or workstation. Consultant shall ensure that no password or other information sufficient to access a laptop or workstation containing Confidential Information is attached to or located near the laptop or workstation at any time.
- g) Consultant shall store Confidential Information on a proprietary file server that is not shared by other entities including, but not limited to, other departments of the Consultant. Consultant shall ensure the security of the Confidential Information stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, Consultant shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.

10.5. **Dissemination of Information:** Consultant shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Consultant shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or materials, except as may be required by law or with the prior written consent of the Board. If Consultant is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services and/or materials provided under the Agreement, Consultant shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant 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.

Notwithstanding the foregoing and the provisions of Section 10.6 below, the Board agrees that Consultant may use any aggregate data and de-identified student level data provided to the Consultant or generated by Consultant related to activities under this Agreement for research, norming, and other legitimate educational purposes (i) provided that no individual student is identified as the source of any particular information without the Board's written consent, (ii) provided that all students and Board personnel remain anonymous, and (iii) provided that the Board's Chief Education Officer and the CPS Project Manager receive a preview copy of any and all articles and publications containing such data at least thirty (30) calendar days prior to their publication and that they be given an opportunity to request modifications.

10.6. **Ownership:** Any and all Confidential Information provided by the Board shall at all times be and remain the property of the Board. Any and all intellectual property developed by the Board shall at all times be and remain the property of the Board. The Board acknowledges and agrees that

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all intellectual property developed by Consultant and all finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of the Scope of Services ("Work Product") shall at all times be and remain the property of Consultant. Consultant shall grant to the Board a non-exclusive, royalty-free, irrevocable, perpetual license to perform, display or use all Work Product created hereunder. Consultant shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product.

Consultant represents and warrants to the Board that Consultant, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other proprietary right of any person. Consultant further represents and warrants to the Board that it will not infringe upon any trade secrets or confidential or proprietary information owned by any third party in performing the Services.

10.7. Return or Destruction of Confidential Information: Consultant shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information to the Board within five (5) days of the expiration or termination of this Agreement unless Consultant receives permission in writing from the Board's Chief Performance Officer or her designee that Consultant may retain certain Confidential Information for a specific period of time. In the event the Board elects to have Consultant destroy the Confidential Information, Consultant shall provide an affidavit attesting to such destruction.

10.8. Staff and Subcontractors: Consultant agrees to cause its personnel, staff and subcontractors to undertake the same obligations as agreed to herein by Consultant.

10.9. Injunctive Relief: In the event of a breach or threatened breach of this Section, Consultant acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Consultant agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

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

11. ATLAS Software: Consultant is providing ATLAS (Assisting Through Looking at Students) software ("Software") as a tool in the performance of the Services. Each school will be provided at least three (3) licenses for the Software, which may be allocated and assigned in each school's discretion. Consultant represents and warrants that it has the lawful right, power, and authority to license all Software that is used by the Board in connection with the Services.

11.1. License: Consultant hereby grants to the Board non-exclusive, perpetual, worldwide, nontransferable, non-assignable royalty-free (except for fees specified in this Agreement) limited license to use the Software as more fully described in Exhibit A attached and incorporated hereto by reference. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software except as expressly provided herein or in Exhibit A. The Board shall not copy or permit the copying by any third party of the Software (other than for a reasonable number of back-up copies) or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Software. Except as otherwise provided in this Agreement, the Board shall not make any alterations, additions or modifications or create derivative works to the Software without the prior written consent of Consultant. The Board agrees that it shall not decompile, disassemble or reverse

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engineer any Software included within the licensed configuration. The Board shall have the right to copy the Software for emergency or archival use in accordance with the Board's standard procedures. Copies of Consultant's copyright notice and other proprietary legends and labels must be included on and in all copies except those copies made for backup internally. No other copies may be made without Consultant's express written authorization.

11.2. Documentation: Consultant represents and warrants that the Software shall perform as set forth in all documentation that is issued relative to the Software (collectively, the "Documentation"). Consultant hereby assigns to the Board the benefits of any manufacturer or developer warranty of the Software and shall cooperate with the Board in securing any and all remedies to such warranty for the benefit of the Board.

Consultant warrants that the Documentation shall be kept current with the upgrades.

11.3. Program: Consultant warrants that each program included within any license ("Program") will perform the functions described in the Documentation on any hardware/operating system combination on which Consultant has indicated that such Program will perform such functions. Consultant confirms that each of the Programs will operate on the hardware/operating system used by the Board. Consultant shall correct any failure of the Software to perform in accordance with the Documentation.

Consultant warrants the tapes, diskettes, and CD-Rom and other media on which the Programs are furnished shall be free from defects in materials and workmanship under normal use for ninety (90) days from the date of acceptance in writing.

Consultant represents and warrants that Consultant will use commercially reasonable best efforts to ensure that the Programs are free of computer viruses. Consultant will also maintain a master copy of the appropriate versions of the Programs, free of computer viruses. If Customer believes a computer virus may be present in the delivered Programs, Consultant shall provide the Board with a correction to Customer's copy of the Programs or a similar alternative Program at no charge to the Board.

Consultant represents and warrants that it will not, directly or through a third party, knowingly remove, alter, change or interface with any Program for the purpose or preventing the Board from utilizing such Program.

Consultant represents and warrants that it will not knowingly cause any disabling code to be incorporated into the Programs.

11.4. Intellectual Property Indemnification. Consultant 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 Software infringes, misappropriates, or otherwise violates any intellectual property (patent, copyright, trade secret or trademark) rights of a third party.

11.5. Survival: All warranties and indemnification rights will survive inspection, acceptance, payment, expiration and/or termination of the Agreement.

11.6. Software Maintenance and Support: Consultant shall provide Software maintenance and support services to the Board without further cost. In the event of any dispute between the parties as to whether a particular services or function falls within the scope of services to be provided by the Board's third-party service providers (or by the Board itself), or within the scope of Services to be provided by Consultant, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Consultant's work, as set forth in this Agreement, and it more reasonably would be associated with the scope of Consultant's work than with the scope of the services to be provided by such other

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service providers. If any of the maintenance and support services requires the disclosure of any proprietary information or Confidential Information of Consultant to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with Board, with terms substantially equivalent to those of this Agreement regarding the protection of Confidential Information.

12. **Representations and Warranties of Consultant:** Consultant 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.

12.1. **Licensed Professionals:** Consultant is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which Consultant, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

12.2. **Compliance with Laws:** Consultant is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace, the Illinois Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Consultant is and shall remain in compliance with all Board policies and rules, including, but not limited to, tuberculosis testing and warrants that Consultant, and any individual who Consultant assigns to provide Services hereunder, is free from a communicable disease in accordance with 105 ILCS 5/24-5. Board policies and rules are available at <http://www.cps.edu/>.

12.3. **Good Standing:** Consultant is not in default and has not been deemed by the Board 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.

12.4. **Authorization:** In the event Consultant is an entity other than a sole proprietorship, Consultant 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 Consultant is duly authorized by Consultant and has been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Consultant.

12.5. **Financially Solvent:** Consultant warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.

12.6. **Gratuities:** No payment, gratuity or offer of employment was made by or to Consultant in relation to this Agreement or as an inducement for award of this Agreement.

12.7. **Contractor's Disclosure Form:** The disclosures in the Contractor Disclosure Form, previously submitted by Consultant, are true and correct. Consultant shall promptly notify Board in writing of any material change in 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.

12.8. **Criminal History Records Search:** Consultant represents and warrants that at its own cost and expense, it shall have a fingerprint-based criminal history records check ("Records Check") conducted on any and all employees, agents and subcontractors ("Staff") who may have direct, regular contact with CPS students under this Agreement in accordance with the Illinois School Code (105 ILCS 5/34-18.5); the Sex Offender and Child Murderer Community Notification Law, created

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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 punished as a felony under the laws of Illinois.

12.9. Research Activities and Data Requests: Consultant acknowledges and agrees that in the event Consultant seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Consultant shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Consultant acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Officer of the Office of Research, Evaluation and Accountability or their designee.

12.10. Prohibited Acts: Within the three (3) years prior to the effective date of this Agreement, Consultant 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 the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

13. Independent Contractor: It is understood and agreed that the relationship of Consultant to the Board is and shall continue to be that of an independent contractor and neither Consultant nor any of Consultant's employees shall be entitled to receive Board employee benefits. As an independent contractor, Consultant agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. Consultant agrees that neither Consultant nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Consultant 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 federal employer identification number.

14. Indemnification: Consultant agrees to defend, indemnify, and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages, and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature, and character arising or alleged to arise out of the negligent or willful acts or omissions of the Consultant, its officials, agents and employees and subcontractors in the performance of this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement.

Consultant 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, the Consultant 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

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defense of any suit, without relieving the Consultant 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 Consultant, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Consultant) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Consultant, subject to the right of Consultant 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 Consultant and Consultant 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 Consultant was conducting the defense.

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

15. **Non-Liability of Board Officials:** Consultant agrees that no Board member, employee, agent, officer or official shall be personally charged by Consultant, its members if a joint venture, or any subcontractors with any liability or expense under the Agreement or be held personally liable under this Agreement to Consultant, its members if a joint venture, or any subcontractors.
16. **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 compensation set in the Schedule of Compensation is 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 the Consultant. The Consultant shall be responsible for any taxes levied or imposed upon the income or business privileges of the Consultant.
17. **Insurance.** Consultant, at Consultant's own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by Consultant 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. Consultant shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of Work. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:
 - 17.1. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by Illinois law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement 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.
 - 17.2. **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million 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.
 - 17.3. **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.

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17.4. **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

17.5. **Additional Insured:** Consultant shall have its General 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 Board will not pay the Consultant for any Services if satisfactory proof of insurance is not provided by Consultant prior to the performance of any Services. 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 S. Clark Street, 7th Floor
Chicago, IL 60603

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

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Consultant. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Consultant under the Agreement.

All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement. The Consultant shall require any subcontractors under this Agreement to maintain comparable insurance naming the Consultant, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The Consultant will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law. The required insurance 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.

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

Consultant must register with the insurance certificate monitoring company designated by the Board stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Consultant must register and pay the initial annual monitoring fee to

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the insurance certificate monitoring company prior to performing services for the Board. The initial annual monitoring fee is currently Twelve 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Consultant will 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 they 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.

Certificate Monitoring Company:

Topiary Communications, Inc.
676 N. LaSalle – Suite 230
Chicago, Illinois 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments:
URL – <http://www.cpsvendorcert.com>

18. **Audit and Document Retention:** Consultant shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by the Consultant with this Agreement. Consultant shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Consultant 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 the Consultant for the cost of such audit. Consultant shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Consultant's Services provided under this Agreement. All records referenced above shall be retained for five (5) years after the termination or expiration of this Agreement and shall be subject to inspection and audit by the Board. Consultant shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
19. **M/WBE Program:** Consultant 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", which is incorporated by reference as if fully set forth herein. Consultant agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. Consultant agrees to submit such documentation in connection with the plan as may be requested by the Board.
20. **Right of Entry:** Consultant and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Consultant shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a 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. Consultant shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney 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.

21. **Non-Discrimination:** It shall be an unlawful employment practice for Consultant 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, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; 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, national origin, religion, sex, gender identity/expression, sexual orientation, age, or disability. Consultant shall particularly remain in compliance at all times with: 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 Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.* as amended; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the Consultant's employees or the Consultant's subcontractors' employees.

22. **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. In the event of a conflict between the terms of this Agreement and any other documents, including but not limited to any terms and conditions that may be attached to the use of any electronic media provided by Consultant, the terms of this Agreement shall supersede and prevail.

23. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Consultant agrees that service of process on the Consultant may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the Consultant against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

24. **Continuing Obligation to Perform:** In the event of any dispute between Consultant and Board, Consultant shall expeditiously and diligently proceed with the performance of all 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.

25. **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

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courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

IF TO THE BOARD: Carly Bolger
125 South Clark Street, 10th Floor
Chicago, IL 60603
Fax: (773) 553-1224

Copy to: James L. Bebley, General Counsel
125 South Clark Street, Suite 700
Chicago, IL 60603
Fax: (773) 553-1701

IF TO CONSULTANT: National Training Network
7915 Valley Falls Road
Greensboro, NC 29455
Phone: (336) 643-0607
Fax: (336) 643-9575
Attn: David Armitage, Controller

26. **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.
27. **Indebtedness:** The Consultant agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
28. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Consultant or has or shall 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 adopted June 23, 2004 (04-0623-PO4), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
29. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago 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.
30. **Waiver:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
31. **Debarment Policy:** Consultant acknowledges that, in performing the Services for the Board, Consultant shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.
32. **Survival/Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided,

however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

33. **Joint and Several Liability:** In the event that Consultant, 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 Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity.
34. **Counterparts and Facsimiles:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall 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 first above written.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

NATIONAL TRAINING NETWORK, INC.

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

By: James L. Hager
Name: JAMES L. HAGER
Title: President/CEO

Attest: Estela G. Beltran 2/5/13
Estela G. Beltran, Secretary

Approved as to legal form: JB

James L. Bebley
James L. Bebley, General Counsel

Board Report No: 13-0123-PR4 - I

Attachments:

Exhibit A- Scope of Services and Time Limits for Performance

Exhibit B - Schedule of Compensation

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EXHIBIT A

SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

Name of Project: Professional Development Services in Mathematics

CPS Project Manager: Carly Bolger Phone: 773/553-2197 E-Mail: cbolger@cps.edu

Consultant's Project Manager: Ryan Gaines Phone: 313/407-4866 E-Mail: r.gaines@ntnmath.com

Period of Performance: _____, 2013 until _____, 2014

This Scope of Services ("Scope") will be conducted pursuant to the terms and conditions of that Services Agreement ("Agreement") dated _____, 2013, by and between National Training Network, Inc., a Delaware corporation, 7915 Valley Falls Road, Greensboro, NC 29455 ("Consultant") and The Board of Education of the City of Chicago (the "Board"), commonly known as The Chicago Public Schools ("CPS"). The Academy for Urban School Leadership ("AUSL") provides school management consulting and other professional services to the Board in certain CPS schools according to the terms and conditions of separate agreements between the Board and AUSL. For the purposes of this Agreement and Services described herein, AUSL does not have authority to act other than as the Board's agent as set forth in this Agreement. All final authority for decisions remains with the Board. Defined terms used in this Scope of Services will have the same meanings as those ascribed to such terms in the Agreement.

I. SCOPE OF SERVICES:

Through a combination of high quality on-going professional development and proven methodologies, National Training Network (NTN) will support mathematics efforts in nine (9) CPS schools identified in this Scope to raise the student achievement of underperforming students. The Board shall have the discretion to reassign the Services among the schools identified in this Agreement and to other CPS schools as it deems necessary. Professional Development centers on pedagogy and content that is central to the improvement of student's achievement.

NTN provides "Seven Levels of Staff Development" to support participants with the implementation. The Seven Levels of Staff Development describe the means by which teachers will develop both content knowledge and teaching methodologies. During the just-in-time training (Level 1) teachers are guided through a series of upcoming topics and lessons. The training is designed to focus both on the development of the mathematics content and the methodologies used to deliver this content to students. During Level 1 of just-in-time training, teachers work in collaborative pairs and use the same materials that students will use in the classroom. Teachers also practice teaching using the learning paradigm during Level 1.

Teachers then return to their classrooms to implement these methodologies (Level 2) and the strategies they have learned. This in-classroom application is guided by an NTN coach (Level 3) who has been carefully prepared to coach teachers in the implementation of these methodologies of instruction. Coaches are prepared to model lessons in the classroom, plan with teachers and to give feedback to teachers on methodology implementation when requested. Coaches also provide data to the teachers regarding student participation that has been gained by using the ATLAS program (Level 4) whereby coaches monitor students' behavior and engagement in the classroom, while focusing on the Common Core State Standards – Standards for Mathematical Practice.

Teacher Cohorts (grades 3-4, 5-6, 7-8, and algebra) across schools work collaboratively throughout the year through the full day Professional Learning Communities (PLC) (Level 5) set up by NTN for the teachers. During the PLC time, emphasis is placed on teachers working collaboratively and creating solutions rather than having solutions simply provided for them. Teachers may access video versions of every lesson from the lessons they have been introduced to, regular electronic communications, ATLAS, etc. (Level 6).

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The goal of Level 7 Leadership Academy is to build the capacity of each school and develop the administrators' understanding of what to look for in a mathematics classroom as it relates to the new Common Core State Standards – Standards for Mathematical Practice. Administrator training and follow up support is provided to all instructional leaders to increase fidelity of implementation.

National Training Network partners with each school to provide "Seven Levels of Staff Development";

1. Just-in-time Training
2. Proven Methodologies
3. On-going Coaching
4. Assisting Through Looking at Students (ATLAS) observation tool
5. Professional Learning Communities (PLC)
6. Technology
7. Leadership Academies

All "Seven Levels of Staff Development" are necessary to successfully implement NTN methodologies and the Common Core State Standards – Standards for Mathematical Practice. Eliminating one of the levels could compromise the fidelity and success of the professional development model; therefore all seven levels are provided to each school.

NTN Coaches will analyze implementation data collected from instructional walks, student data, and feedback from administrators and AUSL staff to customize and revise on-going professional development. Additionally, on-going coaching will be differentiated based on the teacher's level of experience and individual needs.

II. DELIVERABLES:

The **Just in Time Training** sessions focus on the use of manipulatives, mathematics pedagogy and researched methodologies for the upcoming unit to successfully help all students learn. This is part of the full day Professional Learning Communities and led by an NTN Coach to simulate a classroom environment, modeling the tools needed to implement NTN methodologies and integrate the Common Core State Standards - Standards for Mathematical Practice for the upcoming unit.

Includes:

- In-depth examination of grade specific content - assisting teachers in helping to developing this understanding in their students
- Discovery based activities from a perspective of the student
- Problem Solving
- Use of manipulatives for concept based lessons
- Making mathematical connections through multiple representations showing the progression from the concrete – pictorial – abstract
- Working in collaborative pairs
- Creating graphic organizers
- Building an interactive word wall
- Incorporating higher order thinking skills
- Model lessons and activities
- Infusion of methodologies with the core textbook
- Practice in presenting concrete instruction
- Techniques for use with English Language Learners and Special Education students

Coaching Support: National Training Network provides coaching as an integral part of the change process. The number of coaching days provided to each school will be as follows:

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School	Jan – June FY 13	Aug – Jan FY 14
Bradwell	42	42
Curtis	42	42
Deneen	42	42
Johnson	14	14
Marquette	42	42
Morton	14	14
Tarkington	42	42
Orr	12	12
Phillips	28	28

Each visit will be a full day (6 hours), with personalized support provided to each school and individual teacher needs through ongoing communication, staff development, team teaching, planning, and data analysis. The focus of the coaching visit is determined by a variety of factors; past observation, ATLAS data analysis, and teacher requests, scope and sequence, student data analysis, and number of years' experience of the teacher.

Intensive Coaching to schools includes:

- Modeling/team teaching lessons
- Team and individual curriculum and lesson planning and collaboration
- ATLAS Data collection and analysis
- Mentoring of teachers appropriate to individual levels of experience
- Constructively observing and providing feedback including data analysis
- Collecting student data to identify trends and increase engagement
- Providing tips specific to differentiating instruction based on formative assessment results
- Assisting in the coordination and collection of video samples of the Common Core State Standards - Standards for Mathematical Practice
- Suggestions for inclusion of best practices
- Assisting in coordination efforts with ongoing professional development
- Providing support documentation of coaching visits and additional services
- Providing a regular e-communication containing information to enhance execution of tasks and the Common Core State Standards - Standards for Mathematical Practice
- Ongoing access to web resources including lesson videos at www.NTNMath.com

Aside from the professional development provided to teachers, the NTN Leadership Team meets with the AUSL Staff monthly and CPS Administrators weekly; to analyze student data trends and make recommendations for improvement. Administrator training and follow up support is provided to all instructional leaders to increase fidelity of implementation. Three half-day trainings are provided to administrators, and weekly meetings are available with the NTN Coach. Additionally, video lessons are available on-line for parents and students to access off site.

Instructional Walk-Through Tool: ATLAS (Assisting Through Looking at Students) was developed to create a strong focus on student engagement as it relates to the Common Core State Standards - Standards for Mathematical Practice. ATLAS is used as an instructional walk-through tool to help coaches, teachers and administrators to see the impact these elements have on student learning and using this focus to improve instruction.

- A way to identify and increase student involvement
- A set of elements found in a student centered classroom
- A tool used to maximize student learning
- A series of "Look For's" to assist teachers
- A way of reflecting on student involvement

ATLAS is used to provide feedback to teachers on implementation of the NTN methodologies in the classroom and to guide communication between teachers and coaches. ATLAS is not intended to be an

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evaluative tool. NTN Coaches analyze ATLAS data regularly to differentiate coaching based on individual school and teacher needs. Additionally, ATLAS data is analyzed by grade level cohort to determine the topics of the network Professional Learning Communities (PLC's) and drive the discussion between the participants. The ATLAS data allows NTN to customize on-going professional development, as well as demonstrate implementation of the Common Core State Standards - Standards for Mathematical Practice.

Professional Learning Communities: The NTN Coach will offer Numeracy PLC's for all teachers involved to collaborate on a quarterly basis. Each session shall be at least six (6) hours, or as otherwise requested by AUSL staff or the Board. Between quarterly PLC's, the NTN Coach will lead site-based PLC's on a monthly basis. Quarterly and monthly PLC's can take place during the school day, collaborative planning sessions, and/or after school, as mutually agreed by each site's principal and NTN Coach.

Professional Learning Communities (PLC) are designed by NTN coaches, in consultation with teachers and administrators, based on an analysis of ATLAS "look for's" data. Each PLC will focus on a particular upcoming concept and/or strategy. Topics will be determined based on ATLAS data and teacher needs, and will include but not limited to the following:

- In depth look at the upcoming unit to review tasks, focusing on the Common Core State Standards - Standards for Mathematical Practice, and identifying common student misconceptions
- Feedback, tips, and suggestions from both the NTN Coach and other teachers, through discussions on challenges and triumphs encountered
- Focus on Common Core State Standards - Standards for Mathematical Practice and NTN methodologies per ATLAS student data
- Pacing adjustment suggestions from the teachers and NTN Coach as needed
- Just-In-Time training for upcoming topics or areas of need per data analysis

Technology: Technology is provided to support the professional development of teachers on a regular basis. This shall include, but is not limited to the following:

- Video lessons demonstrate each concept modeled through multiple representations online at www.NTNmath.com.
- E-communications are sent to staff containing alignment to curriculum, specific notes on upcoming lessons, strategies to infuse the NTN methodologies with upcoming mathematics lessons, and strategies for engaging intervention activities.
- Website: www.NTNmath.com includes teacher planning resources and accessibility strategies for each concept including video lesson demonstrations, video transcript, lesson notes, and links to downloadable homework assignments.
- ATLAS (Assistance Through Looking at Students), a data collection tool, was developed to create a strong focus on student engagement as it relates to the Common Core State Standards - Standards for Mathematical Practice.

Leadership Academy: NTN develops administrators' understanding of the methodology and instruction aligned to the components of ATLAS and the ongoing professional development provided. Training will focus on a series of "look for's" as principals enter a classroom utilizing ATLAS to improve classroom instruction. Ongoing follow-up between the NTN Coach and school administrator regarding student engagement based on ATLAS data will take place to identify areas of focus for future support, as well as topics to revisit during on-going Professional Learning Communities (PLC's).

NTN shall present and CPS administrators shall participate in three (3) half-day training sessions (3 hours) at each site throughout the year:

- Day 1: NTN will introduce administrators to the ATLAS "look for's" tool, and assign each administrator a log-in and password to access the template to collect data and generate reports for their individual schools. Additionally, administrators will collaborate about each element, as well as conduct some virtual walks together to practice using the ATLAS "look for's" tool.
- Day 2: NTN will lead administrator teams on classroom walks utilizing the ATLAS "look for's" tool and facilitate follow up conversations to discuss what they observed.

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- Day 3: NTN will collaborate with administrators to analyze real ATLAS "look for's" tool data collected throughout the school year to identify areas of focus.

Reporting: NTN shall provide weekly, quarterly, and an end of year reports to AUSL staff, the CPS contact, and school-based administrators through their own reporting. Reports will include the coaching support provided, the overall progress of teachers as it relates to the Common Core State Standards - Standards for Mathematical Practice, and a detailed analysis on the different methodologies and instructional practices used in mathematics classrooms. Reports are available within one day of any given progress monitoring activity at the individual school, network, district and aggregate school level to include graphs and descriptions to enhance clarity, coherence, and use.

III. PERFORMANCE MILESTONE/DELIVERABLE SCHEDULE:

Item	Milestone/Task/Deliverable Description	Delivery/ Performance Date(s)
1	<p>NTN Implementation Meeting with AUSL Staff: NTN Vice Presidents, Regional Managers, and NTN Coaches will meet with AUSL staff to review:</p> <ul style="list-style-type: none"> • The work plans and timelines submitted to meet the requirements of this Agreement. • A comprehensive description of the tasks and timelines for training, coaching, professional learning communities and the leadership professional development. • Schedule deliverable dates for training, coaching visits, professional learning communities, and leadership professional development. • The identification of coaching strategies. • The manner in which the plan will be used to identify and prioritize work efforts. • The toolsets that will be used to develop and maintain the plan. • The tangible measures for success for grades three (3) through eight (8) per K-8 school and Algebra per high school. • The delivery and implementation for all training and primary support responsibility. • A comprehensive District Communications Plan to publicize training, support options and best practices for usage • ATLAS tool to collect student data 	At start of implementation but no later than 5 days on Agreement's execution
2	<p>NTN Implementation Meeting with Designated School Principals: NTN Vice Presidents, Regional Managers, and NTN Coach will meet with CPS administrators to review:</p> <ul style="list-style-type: none"> • The work plans and timelines submitted to meet the requirements of this Agreement. • A comprehensive description of the tasks and timelines for training, coaching, and PLC's and the leadership professional development • Schedule deliverable dates for training, coaching visits, professional learning communities, and leadership professional development. • The identification of coaching strategies. • The manner in which the plan will be used to identify and prioritize work efforts. • The toolsets that will be used to develop and maintain the plan. • The tangible measures for success for grades three (3) through eight (8) per K-8 school and Algebra per high school. • The delivery and implementation for all training and primary support responsibility. • A comprehensive District Communications Plan to publicize training, support options and best practices for usage • ATLAS tool to collect student data 	Directly following NTN Implementation meeting with AUSL staff

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Item	Milestone/Task/Deliverable Description	Delivery/ Performance Date(s)
3	<p>Baseline ATLAS Student Data: NTN Coaches will conduct instructional walks to collect baseline student data surrounding the Common Core State Standards - Standards for Mathematical Practice. This baseline data will be used to drive the focus of coaching visits and topics for upcoming professional learning communities.</p>	During first two weeks of coaching
4	<p>On-going Professional Development</p> <p>a. PLC Cycle : Full-day (6 hours) Network PLC's will be provided to each grade level cohort (3-4, 5-6, 7-8, and algebra) by NTN Coaches four times throughout the year on a quarterly basis, and school based PLC's will be provided monthly.</p> <ul style="list-style-type: none"> ➤ ATLAS Data: Participants will examine ATLAS data to identify areas of focus. ➤ Collaboration: Participants will collaborate on ways to improve areas of focus and discuss triumphs and challenges. ➤ Just in Time Training: NTN Coach will focus on the use of manipulatives, mathematics pedagogy and researched methodologies for the upcoming unit to successfully help all students learn. ➤ Model Lesson: NTN Coach will model a lesson in hosting school for others to observe and collect ATLAS data to drive discussions. ➤ Student Data: Participants will analyze student data to identify common misconceptions and collaborate on ways to improve instruction. <p>b. Coaching Cycle: The number of coaching days to be provided in each period (January - June 2013) and (August 2013 – January 2014) are stated in delivery/performance dates column. Coaching days are full days (6 hours). The Board has the discretion to reallocate hours among the schools identified in this Scope or additional schools as it deems necessary.</p> <ul style="list-style-type: none"> ➤ Model: NTN Coach will model or co-teach a lesson to demonstrate the integration of the NTN methodologies and Common Core Standards for Mathematical Practice. ➤ Conference: NTN Coach and teacher will conference to debrief and reflect upon lesson. ➤ Department Meeting: NTN Coach will coordinate visits to ensure they are available to create and lead math department meetings. ➤ Lesson Planning: NTN Coach will meet with individual and teacher teams to plan for upcoming unit and ensure integration of NTN methodologies and Common Core State Standards - Standards for Mathematical Practice. ➤ ATLAS Data: NTN Coach will use ATLAS to collect student data when observing a classroom, conduct instructional walks with administration and AUSL staff, provides feedback to teacher in conference, and differentiate coaching by school, grade, teacher. ➤ Mentoring: NTN coach will develop a one-on-one relationship with the teacher to build each teacher's capability and heighten the level of fidelity of implementation of NTN methodologies and the Common Core State Standards - Standards for Mathematical Practice. 	<p>a. AUSL & NTN shall collaborate to identify PLC dates during the Implementation meeting and submit suggested dates to CPS for final decision.</p> <p>K-8 Schools receive 12 PLC's; High Schools receive 4 PLC's</p> <p>b. Coaching dates are selected based on NTN Implementation meeting with CPS principals.</p> <p>Bradwell, Tarkington, Curtis, Marquette, and Deneen each receive 42 days</p> <p>Johnson and Morton receive 14 days</p> <p>Phillips receives 28 days</p> <p>Orr receives 12 days</p>

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Item	Milestone/Task/Deliverable Description	Delivery/ Performance Date(s)
4	<p>c. Administrators Training:</p> <ul style="list-style-type: none"> ➤ Day 1: Introduction to ATLAS Tool: NTN will introduce CPS administrators to the ATLAS "look for's" tool, and assign each administrator a log-in and password to access the template to collect data and generate reports for their individual schools. Additionally, administrators will collaborate about each element, as well as conduct some virtual walks together to practice using the ATLAS "look for's" tool. ➤ Day 2: Instructional Walks: NTN will lead administrator teams on classroom walks utilizing the ATLAS "look for's" tool and facilitate follow up conversations to discuss what they observed. ➤ Day 3: Report and Analyze Data: NTN will collaborate with CPS administrators to analyze real ATLAS "look for's" tool data collected throughout the school year to identify areas of focus. 	<p>c. AUSL and NTN shall collaborate to identify Admin Training dates during the NTN Implementation meeting and submit suggested dates to CPS for final decision.</p> <p>All receive 3 half-days of training</p>
5	<p>End of Year Report Meeting: NTN Coaches will provide AUSL staff and CPS administrators an end of year report identifying areas of strength, weakness, and recommendations for improvement as it relates to implementation. NTN Regional Manager and NTN Coaches will meet with AUSL staff and CPS administration to debrief and access student benchmark data to analyze it as it compares to the qualitative data collected through the ATLAS observation tool.</p>	<p>June 2013</p> <p>January 2014</p>
6	<p>Customization of Refresher Training: NTN Vice President of Staff Development, NTN Regional Manager, and NTN Coaches will analyze ATLAS data and develop a refresher training customized to meet individual needs.</p>	<p>July 2013</p>
7	<p>Refresher Training: Two day training sessions per grade level cohort, then provided to math teachers continuing the work with Common Core State Standards and areas of focus as identified in the data analysis.</p>	<p>Summer 2013</p>

IV. OUTCOMES

NTN will be responsible for providing professional development to teachers and administrators in mathematics efforts in nine CPS schools aligned to the Common Core State Standards and the eight mathematical standards of practice. The CPS school leadership, AUSL, and the Board will receive weekly status updates and quarterly summary and benchmarking reports. These will result in improved math outcomes for the students attending these schools and support the turnaround efforts there.

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V. BUDGET

Fiscal Year	Anticipated Spend
FY13	\$587,100
FY14	\$587,100

School Budget Breakdown

<u>School</u>	<u>FY13 Cost</u>	<u>FY14 Cost</u>
Bradwell	83,600	83,600
Curtis	83,600	83,600
Deneen	83,600	83,600
Johnson	43,700	43,700
Marquette	83,600	83,600
Morton	43,700	43,700
Tarkington	83,600	83,600
Orr	29,450	29,450
Phillips	52,250	52,250
	<u>\$587,100</u>	<u>\$587,100</u>
Total:	\$1,174,200	

EXHIBIT B

SCHEDULE OF COMPENSATION

PRICING/RATES:

- a. Pricing for each Bradwell, Curtis, Tarkington, Deneen, and Marquette

FY13 (January 2013 – June 2013)

K-8 Schools				
Item	Description	Qty	Unit Price	Total
1	On-going Coaching visits per school year	42 days	1500	63000
2	Professional Learning Communities	12 days	1500	18000
3	Administrators Training	3 half-days	750	2250
4	Observation Tool	1	4000	4000
5	Software Licenses	3	250	750
Per School (per school year) Cost:				\$88,000
*One Time 5% Savings:				-\$4,400
BAFO:				\$83,600

FY14 (August 2013 – January 2014)

K-8 Schools				
Item	Description	Qty	Unit Price	Total
1	On-going Coaching visits per school year	42 days	1500	63000
2	Professional Learning Communities	12 days	1500	18000
3	Administrators Training	3 half-days	750	2250
4	Observation Tool	1	4000	4000
5	Software Licenses	3	250	750
Per School (per school year) Cost:				\$88,000
*One Time 5% Savings:				-\$4,400
BAFO:				\$83,600

- b. Pricing for each Johnson and Morton

FY13 (January 2013 – June 2013)

K-8 Schools				
Item	Description	Qty	Unit Price	Total
1	On-going Coaching visits per school year	14 days	1500	21000
2	Professional Learning Communities	12 days	1500	18000
3	Administrators Training	3 half-days	750	2250
4	Observation Tool	1	4000	4000
5	Software Licenses	3	250	750
Per School (per school year) Cost:				\$46,000
*One Time 5% Savings:				-\$2,300
BAFO:				\$43,700

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FY14 (August 2013 – January 2014)

K-8 Schools				
Item	Description	Qty	Unit Price	Total
1	On-going Coaching visits per school year	14 days	1500	21000
2	Professional Learning Communities	12 days	1500	18000
3	Administrators Training	3 half-days	750	2250
4	Observation Tool	1	4000	4000
5	Software Licenses	3	250	750
Per School (per school year) Cost:				\$46,000
*One Time 5% Savings:				-\$2,300
BAFO:				\$43,700

c. Pricing for Phillips

FY13 (January 2013 – June 2013)

High School				
Item	Description	Qty	Unit Price	Total
1	On-going Coaching visits per school year	28 days	1500	42000
2	Professional Learning Communities	4 days	1500	6000
3	Administrators Training	3 half-days	750	2250
4	Observation Tool	1	4000	4000
5	Software Licenses	3	250	750
Per School (per school year) Cost:				\$55,000
*One Time 5% Savings:				-\$2,750
BAFO:				\$52,250

FY14 (August 2013 – January 2014)

High School				
Item	Description	Qty	Unit Price	Total
1	On-going Coaching visits per school year	28 days	1500	42000
2	Professional Learning Communities	4 days	1500	6000
3	Administrators Training	3 half-days	750	2250
4	Observation Tool	1	4000	4000
5	Software Licenses	3	250	750
Per School (per school year) Cost:				\$55,000
*One Time 5% Savings:				-\$2,750
BAFO:				\$52,250

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d. Pricing for Orr

FY13 (January 2013 – June 2013)

High School				
Item	Description	Qty	Unit Price	Total
1	On-going Coaching visits per school year	12 days	1500	18000
2	Professional Learning Communities	4 days	1500	6000
3	Administrators Training	3 half-days	750	2250
4	Observation Tool	1	4000	4000
5	Software Licenses	3	250	750
Per School (per school year) Cost:				\$31,000
*One Time 5% Savings:				-\$1,550
BAFO:				\$29,450

FY14 (August 2013 – January 2014)

High School				
Item	Description	Qty	Unit Price	Total
1	On-going Coaching visits per school year	12 days	1500	18000
2	Professional Learning Communities	4 days	1500	6000
3	Administrators Training	3 half-days	750	2250
4	Observation Tool	1	4000	4000
5	Software Licenses	3	250	750
Per School (per school year) Cost:				\$31,000
*One Time 5% Savings:				-\$1,550
BAFO:				\$29,450

Six (6) equal installments billed at the end of each month from January through June 2013 for services rendered in FY13; then another 6 equal installments at the end of each month from August 2013 through January 2014 for FY14.

In the event that all days are not completed, schools would be credited for the daily amount. The Board has the discretion to reallocate hours among the schools identified in this Scope or additional schools as it deems necessary. NTN will provide documentation of all PD, including but not limited to verification of the completion of all sessions, such as attendance sheets or the materials reviewed/handed out at each session.