

SERVICES AGREEMENT

This SERVICES AGREEMENT ("**Agreement**") is entered into as of the ^{1st} day of August, 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, having offices at 125 South Clark Street, Chicago, Illinois 60603 (the "**Board**" or "**CPS**") and Knowledge Delivery Systems, Inc., a Delaware corporation, having offices at 110 William Street, Suite 2201, New York, New York 10038 ("**Vendor**").

RECITALS

- A. WHEREAS, on June 4, 2013, the Board issued a Request for Proposals for Professional Development Services, Specification No. 13-250052 ("**RFP**"), inviting responses from vendors interested in providing same to the Board;
- B. WHEREAS, Vendor submitted a proposal responding to the RFP and is desirous of providing the services requested in the RFP; and
- C. WHEREAS, the Board desires to engage Vendor to perform such services and provide such products and Vendor represents that it has the requisite knowledge, experience, skill and other resources necessary to perform the services and provide the products hereunder and desires to perform such services and provide such products.

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 and Option to Renew:** This Agreement is for a term commencing with the Effective Date and continuing through July 31, 2014 ("**Term**"), unless terminated sooner as provided herein"), with the Board having the option to extend the Agreement for two (2) additional one-year terms. Each such extension shall be known as a "**Renewal Period**" and shall be subject to the provisions of this Agreement. Compensation for each such Renewal Period shall be based upon the billing and payment procedures outlined in this Agreement. Each exercise of an option to renew is subject to formal approval by the members of the Board. Any such extension shall be documented in a writing signed by both parties.
- 3. **Scope of Services and Delivery of Materials:**
 - 3.1 **Scope of Services:** Vendor agrees to provide the services set forth in Exhibit A and Exhibit B ("**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 Vendor's fees, shall be documented by a written amendment to this Agreement signed by both parties.
 - 3.2 **[Reserved]**.
- 4. **Maximum Compensation and Payment:** The total maximum compensation payable to Vendor under this Agreement during the initial term shall not exceed Six Million Two Hundred Ninety-Nine Thousand Seven Hundred Ninety-Nine and 00/100 Dollars (\$\$6,299,799), with no reimbursement

for expenses, except as specifically set forth in this Agreement (“**Total Maximum Compensation**”). Payments under this Agreement shall not exceed the Total Maximum Compensation amount without a written amendment to this Agreement in accordance with Section 25 (Entire Agreement and Amendment). The Board shall pay Vendor for Services provided by Vendor in accordance with Exhibit B and the other provisions of this Agreement.

5. **Billing and Payment Procedures: Electronic Payments**

5.1 **Billing and Payment Procedures:** All invoices must include the following: a valid purchase order number, an itemized description of the Services rendered, the dates the Services were rendered, the invoice date, and an invoice amount. Invoices shall be submitted monthly. The final invoice shall be submitted no later than thirty (30) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement.

Submit original invoices to:

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

Submit a copy to:

125 South Clark Street
9th Floor
Chicago, IL 60603

Attn: Stephanie Donovan

5.2 **Electronic Payments:** Vendor agrees that, at the Board’s sole discretion, the Board may make payment electronically to Vendor for any and all amounts due to Vendor pursuant to this Agreement by means of the Board’s procurement charge card account. Vendor 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. Vendor 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. Vendor 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.

6. **Standards of Performance:** Vendor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a vendor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Vendor 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, Vendor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or deliverables or payment for any of the Services by the Board does not relieve Vendor of its responsibility for the professional skill and care and technical accuracy of its Services and deliverables. This provision in no way limits the Board’s rights against Vendor under this Agreement, at law or in equity.

7. **Personnel**

7.1 **Adequate Staffing:** Vendor must assign and maintain during the Term 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 Vendor is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct Vendor to remove that person from performing Services under this Agreement.

7.2 [Reserved].

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

9. **Events of Default and Remedies.**

9.1 Events of default ("**Events of Default**") include, but are not limited to, the following:

- a. Any material misrepresentation by Vendor in the inducement or the performance of this Agreement.
- b. Material breach of any term, condition, representation or warranty made by Vendor in this Agreement.
- c. Failure of Vendor to perform any of its obligations under this Agreement including, but not limited, to the following:
 - (i) Action or failure to act which negatively affects the safety and/or welfare of students or Board staff;
 - (ii) Failure to perform the Services with sufficient personnel or material to ensure the timely performance of Services;
 - (iii) Failure to timely perform Services;
 - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or the Chief Officer of the Strategic School Support Services;
 - (v) Failure to promptly re-perform Services that were rejected by the Board as incomplete or unsatisfactory within a reasonable time and at no cost to the Board; and
 - (vi) Discontinuance of the Services for reasons within Vendor's reasonable control.
- d. Default by Vendor under any other agreement Vendor may have or may enter into with the Board.
- e. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition

or proceeding under any bankruptcy, insolvency or similar law.

- 9.2. **Remedies.** The occurrence of any Event of Default which Vendor fails to cure within thirty (30) calendar days (or such period as the Chief Procurement Officer 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, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Vendor in default. Whether to declare Vendor in default is within the sole discretion of the Chief Procurement Officer.

The Chief Procurement Officer shall give Vendor written notice of the default either in the form of a cure notice ("**Cure Notice**"). It is understood and agreed that any such decision to terminate this Agreement in whole or in part is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision shall not preclude her/him from later deciding to terminate the Agreement in a later notice, which shall be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a default notice ("**Default Notice**") if Vendor fails to effect a cure within the Cure Period given in the applicable Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section, Vendor must discontinue all Services, unless otherwise directed in the Default Notice, and must deliver to the Board all materials prepared or created in the performance of this Agreement, whether completed or in-process. Following the giving of a Default Notice hereunder and the expiration of any Cure Period, if no adequate cure is made, the Board may invoke any or all of the following remedies:

- a. 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.
- b. Suspend Services during the designated Cure Period if the default results from an action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff.
- c. Seek specific performance, an injunction or any other appropriate equitable remedy.
- e. Receive from Vendor 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 Vendor's compensation under this Agreement that is due or future payments that may become due under this Agreement.
- h. Deem Vendor non-responsible in future contracts to be awarded by the Board, pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-0602-PO1), as may be amended from time to time.

If the Board considers it to be in its best interest, it may elect not to declare Vendor in default or it may elect not to terminate this Agreement. The parties acknowledge that if the Board permits Vendor to continue to provide the Services despite one or more Events of Default, Vendor is not 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 10 below (Early Termination).

10. **Early Termination.** In addition to termination under Section 8 (Non-appropriation) and 9.2 (Remedies) of this Agreement, the Board may terminate this Agreement at any time by a notice to Vendor in accordance with the provisions of Section 22 (Notices). The effective date of termination shall be the date the notice is received by Vendor or the date stated in the notice, whichever is later.

After notice is received, Vendor must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Section 4 above (Compensation and Payment).

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

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

11. **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.

12. **Confidential Information, Dissemination of Information, Ownership, Survival.**

12.1 **Confidential Information:** In performance of this Agreement, Vendor may have access to or receive information that is not generally known to others ("*Confidential Information*"). Vendor shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated for the Board as required by this Agreement (collectively "*Work Product*") without the prior, express, specific, written consent of the Board. Vendor must use at least the same standard of care in the protection of the Confidential Information of the Board as Vendor uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner. Vendor shall password protect every laptop and other computer that contains Confidential Information.

12.2 **Highly Confidential Information:** "*Highly Confidential Information*" means CPS employee, volunteer, student, or teacher data including without limitation name, address, student identification number, social security number, telephone numbers, e-mail addresses, gender, date

of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income and payroll information. In performance of this Agreement, Vendor may have access to or receive Highly Confidential Information. Vendor shall not use or disclose in any manner, to anyone, any Highly Confidential information without the prior, express, specific, written consent of the Board.

12.3 Transmitting and Storing Highly Confidential Information: When transmitting and storing Highly Confidential Information, Vendor shall abide by all of the following standards:

- i. When mailing physical copies of Highly Confidential Information, send the Highly Confidential Information in a tamper-proof, labeled container with a tracking number and a delivery confirmation receipt.
- ii. Send Highly Confidential Information by mail only on electronic media such as CD, DVD, electronic tape, and similar media (collectively "*Electronic Media*") and only if the Highly Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("*AES*") algorithm with a key of 256 bits or greater ("*Encrypt*"). The Highly Confidential Information must be mailed only in accordance with the provisions of Paragraph i immediately above.
- iii. Encrypt all Highly Confidential Information before transmitting it electronically. Vendor shall not transmit any unencrypted Highly Confidential Information via e-mail, blackberry, blackjack, instant messages, or any other unencrypted protocols.
- iv. Not include with the Highly Confidential information any password or other information that would allow or potentially lead to decryption of the Highly Confidential Information.
- v. Keep all physical copies and other physical representations of Highly Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Vendor must not leave Highly Confidential Information unsecured and unattended at any time.
- vi. Encrypt all Highly Confidential Information stored on Electronic Media, and keep that Electronic Media locked or otherwise under physical access control measures sufficient to prevent unauthorized access. Vendor must not leave Highly Confidential Information in any electronic format unsecured and unattended at any time.
- vii. Password protect every computer that contains Highly Confidential Information and have the hard drives of those computers fully Encrypted. Vendor must not leave any computer unattended without enabling a screen-lock or otherwise blocking access to the computer. Vendor shall ensure that no password or other information sufficient to access a computer containing Highly Confidential Information is attached to or located near the computer at any time.

12.4 Dissemination of Information: Vendor shall not issue publicity news releases or grant press interviews related to this Agreement, except as may be required by law or with the prior, express, specific, written consent of the Board. If Vendor is presented with a request for documents by any court, administrative agency, or other entity, or with a *subpoena duces tecum* regarding any Confidential Information, Work Product, or Highly Confidential Information, or Work Product, then Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board may contest any such process by any means available to it before Vendor submits or releases any documents to a court or other third party. Vendor will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency unless the time period within which to do so has been extended or the duty to do so has been extinguished. Vendor shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Vendor under this

Agreement. Any other provision of the Agreement notwithstanding, Vendor may utilize aggregated anonymous, de-identified, student performance data ("*Aggregated Student Data*") generated from the use of the Software that it receives or that is developed during the course of Vendor's provision of the Services for the purposes of (1) improving existing Vendor Services, (2) identifying needs for additional Services and developing such additional Services, and (3) disclosing information concerning the effectiveness of the Services in Vendor's marketing, promotional, and sales materials, so long as the Vendor does not use the Board's name or logo and does not identify the Board, Chicago Public Schools, or any individual schools as the source of the Aggregated Student Data in Vendor's marketing, promotional, or sales materials, without prior, express, specific, written consent of the Board.

- 12.5 Ownership: Vendor agrees that, to the extent permitted by law, all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* To the extent any Work Product does not qualify as a "work for hire," Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All Confidential Information, Work Product, Highly Confidential Information, and all student performance data generated during the course of the Board's use of the Services (including the content, but not the form, of all reports of such data that are generated during the course of the Board's use of the POS Equipment and Services), whether such data constitutes Confidential Information, Work Product, Highly Confidential Information, or information falling within any other category recognized by this Agreement, shall at all times be and remain the property of the Board. The Vendor shall execute all documents and perform all acts that the Board may request 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.
- 12.6 Use of Confidential Information and Highly Confidential Information: Vendor warrants and represents that it will not use the Confidential Information, Work Product, or Highly Confidential Information for any purpose not specifically identified in Exhibit A, including, but not limited to any research project whether internal or external to Vendor. Any use of the Confidential Information, Work Product, Highly Confidential Information, or any Work Product not specifically contemplated in this Agreement shall constitute an Event of Default.
- 12.7 Third Party Confidential Information and Proprietary Information; Indemnification of Board: Vendor must not use, analyze, reverse engineer, or otherwise exploit any third party Confidential Information or proprietary information in performing the Services regardless of where Vendor obtained that information, unless the Vendor has secured the appropriate prior written authorization from the third party. In accordance with the provisions of this Section 12, the Vendor agrees to indemnify and hold harmless the Board against any and all claims arising from the use or misappropriation by Vendor of third party Confidential Information and proprietary information.
- 12.8 Return or Destruction of Confidential Information and Highly Confidential Information: Vendor shall, at the Board's option, destroy or return all Confidential Information and Highly Confidential Information to the Board on demand within ten (10) business days after of that demand. In addition, Vendor shall, at the Board's option, destroy or return all Confidential Information and Highly Confidential Information to the Board within ten (10) days after the expiration or termination of this Agreement. If the Board elects to have the Vendor destroy the Confidential Information and Highly Confidential Information, then the Vendor shall provide an affidavit attesting to such destruction. Notwithstanding the foregoing, Vendor shall retain that information which is required for audit or by law.
- 12.9 Board's Data: All right, title and interest in and to the Board's data shall at all times remain the property of the Board. Vendor shall have the right to use the Board's data to provide the Board with the Services. In its use of the Board's data, Vendor shall not use or disclose any personal information particular to any student.

- 12.10 **Staff and Subcontractors:** Vendor shall cause its personnel, staff, and subcontractors to undertake the same obligations of confidentiality and ownership agreed to herein by Vendor.
- 12.11 **Freedom of Information Act:** Vendor acknowledges that this Agreement and all documents submitted to the Board related to this Agreement are public records and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.
- 12.12 **Survival:** The provisions of this Section 12 survive the termination or expiration of this Agreement.
13. **Representations and Warranties of Vendor:** Vendor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term.
- 13.1 **Licensed Professionals.** Vendor 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 Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.
- 13.2 **Compliance with Laws.** Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Illinois Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all Board policies and rules, including, but not limited to, tuberculosis testing and warrants that Vendor, and any individual who Vendor 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/>.
- 13.3 **Good Standing.** Vendor 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.
- 13.4 **Authorization.** Vendor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor.
- 13.5 **Financially Solvent.** Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.
- 13.6 **Gratuities.** No payment, gratuity or offer of employment was made by or to Vendor in relation to this Agreement or as an inducement for award of this Agreement.
- 13.7 **Contractor's Disclosure Form.** The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify the 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.

13.8 **Criminal History Records Search.** Vendor 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, daily contact with CPS students under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/10-21.9) 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 5/10-21.9, or have been convicted within the past 7 years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois. Vendor understands and agrees that it shall not allow any Staff person to have direct regular contact with a CPS student until a Records Check has been conducted for such Staff person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5. In addition to the foregoing, Vendor shall, at its own cost and expense, conduct a check of the Statewide Sex Offender Database and the Statewide Child Murderer and Violent Offender against Youth Database for each Staff person with direct regular contact with any CPS student.

13.9 **Research Activities and Data Requests.** Vendor acknowledges and agrees that in the event Vendor seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Vendor shall comply with the Board's Research Study and Data Policy adopted on November 14, 2007, as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Officer of the Office of Research, Evaluation and Accountability or his/her designee.

14. **Independent Contractor:** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. As an independent contractor, Vendor 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. Vendor agrees that neither Vendor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

15. **Indemnification:** Vendor 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 Vendor, 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.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Vendor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Vendor of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Vendor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to

settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

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

16. **Non-Liability of Board Officials:** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Vendor, its members if a joint venture, or any subcontractors.
17. **[Reserved].**
18. **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 Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.
19. **Insurance.** Vendor, at Vendor's own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of the Services. Minimum insurance requirements are:
 - 19.1 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Contract with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
 - 19.2 **Commercial General Liability Insurance (Primary and Umbrella).** 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.
 - 19.3 **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 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
 - 19.4 **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.
 - 19.5 **Additional Insured.** Vendor 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 Vendor for any Services if satisfactory proof of insurance is not provided by Vendor 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, Illinois 60603

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

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

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

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

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

20. **Audit and Document Retention:** Vendor shall furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. Vendor shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Vendor's Services provided under this Agreement. All records referenced above shall be retained for five (5) years after completion of the Services and shall be subject to inspection and audit by the Board, which shall include the right to copy such records. Vendor shall include in all subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board the same right to inspect and audit said records as set forth herein.
21. **M/WBE Program:** Vendor acknowledges that it is familiar with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods

and Services Contracts and agrees to comply with the provisions of such program.

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

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

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

IF TO VENDOR: Knowledge Delivery Systems, Inc.
110 William Street, Suite 2201
New York, New York 10038
Phone: (800) 728-0032
Fax: 212-825-1315
Attn: Jane Kennedy

23. **Right of Entry:** Vendor 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. Vendor 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. Vendor 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.

24. **Non-Discrimination:** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin. Vendor 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.

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

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

Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on the Vendor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in Section 22 above, by registered or certified mail addressed to the office actually maintained by Vendor, or by personal delivery on any officer, director, or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

27. **Continuing Obligation to Perform:** In the event of any dispute between Vendor and Board, Vendor 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.

28. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

29. **Indebtedness:** The Vendor 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.

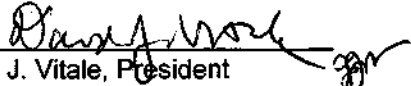
30. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Vendor or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy adopted May 25, 2011 (11-0525-PO2), 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.

31. **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.

32. **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.

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**

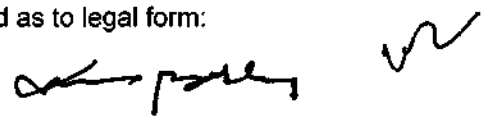
By: 
David J. Vitale, President

Attest:
By: 
Susan J. Narrajos, Assistant Secretary

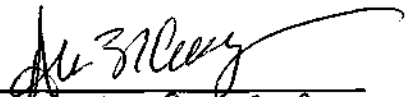
Date: August 1, 2013

Board Report No. 13-0724-PRV-1

Approved as to legal form:

By: 
James L. Bebley, General Counsel

KNOWLEDGE DELIVERY SYSTEM, INC.

By: 
Name: Alvin Crawford
Title: CEO

Date: August 2, 2013

Attachments:

Exhibit A- Scope of Services and Time Limits for Performance

Exhibit B - Tasks and Deliverables with Corresponding Costs

Exhibit A

SCOPE OF SERVICES

Knowledge Delivery System, Inc. ("Consultant")

Board Report # 13-0724-PR4

Name of Project: Professional Development Services

Board's Project Manager: Stephanie Donovan

Phone: 773-553-3809

Consultant's Project Manager: Jane Kennedy/Kimberly Harris
4383

Phone: 856-373-0090/443-416-

Period of Performance: Start Date: August 1, 2013

End Date: July 31, 2014

This Scope of Services shall be conducted pursuant to the terms and conditions of the above-referenced Board Report and the Services Agreement ("**Agreement**") dated as of August 1, 2013 by and between Knowledge Delivery Systems, Inc. ("**Consultant**") and The Board of Education of the City of Chicago (the "**Board**"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

This Scope of Services represents activities to be conducted in the initial Term and subsequent Renewal Periods. Chicago Public Schools will dictate priorities for when specific services will be delivered on an annual basis.

I. DESCRIPTION OF SERVICES:

Consultant will design and implement a blended learning professional development model that is based on a continuous improvement cycle; combines the benefits of face-to face interaction with aligned virtual learning modules; is contextually specific; includes opportunities for collaborative practice, peer observation, research and reflection; and differentiated support via in-person/virtual coach support. In addition, the model will be developed as follows:

- Based on analysis of student learning of specific content in a specific setting;
- Focus on specific issues of curriculum and pedagogy;
- Based on research and exemplary practice;
- Connect with specific issues of instruction and student learning of academic disciplines and skills within the context of actual classrooms;
- Embody a clearly articulated theory or model of adult learning;
- Develop, reinforce, and sustain group work and collaborative practices within schools;
- Supports networking and collaboration across schools;
- Involve the active participation of OS4 and school leaders and teachers;
- Sustain focus over time-continuous improvement;
- Provide models of effective practice;

- Delivered in schools and classrooms;
- Use assessment and evaluation to support modifications to the professional learning content;
- Actively monitor student learning; and
- Provide feedback on teacher and leadership learning and practice.

Consultant will develop a Blended Learning Professional Development Model that consists of:

- A. **Face-to-Face (In-Person) Professional Learning Sessions:** The in-person training sessions will be aligned with the online course curriculum and will provide participants with a deeper understanding of the knowledge and skills required to improve student achievement. The same course authorship teams who will deliver the online courses will deliver in-person on-site training sessions.
- B. **Non-Evaluative Peer Observations:** Peer observations will be directly linked to the face-to-face professional learning sessions. This component of the professional development model will enable participants to connect theory to practice and ensure learning is authentic, concrete, and supports a collaborative environment of continuous improvement. At the same time, this essential element of learning will provide the vehicle through which all participants will begin to develop a shared language and concrete picture of effective teaching and learning practices.
- C. **Online Courses:** The online learning component of the professional development model must be designed and conducted by course authorship teams, and aligned with the face-to-face and peer observation components of the professional development model. Course authorship teams will be renowned educators, nationally recognized subject matter experts and highly regarded leaders in educational research. Each course will include online “office hours” for coaching, discussion forums, note-taking tools, portfolio capabilities and other supports that facilitate the professional learning process. Each course must also include systems and structures for monitoring participants’ progress and providing individualized support, including online facilitation, self-assessments and outreach. Through the in-person training sessions described above, course authorship teams will use these opportunities to realign and recalibrate course content based on an ongoing collection and review of quantitative and qualitative data. Finally, whenever possible, Consultant will be expected to ensure that its online courses qualify as approved university courses, which will allow participants to earn credits towards graduate degrees.
- D. **Virtual and In-Person Job-Embedded Coaching:** The virtual and in-person individualized coaching component of the model will include intense one-on-one support and counseling, including modeling, coaching, constructive feedback on how to improve practice, and support in implementing expected learnings. In addition, coaching support will be directly linked to the in-person, virtual, and peer observation components of the model. Consultant will assign its coaches to schools as requested by the Board, which will include, but not be limited to, leadership coaches, literacy coaches, mathematics coaches and data coaches. Consultant’s coaches will

train and mentor Board coaches to build internal capacity and sustainability.

Professional Development Content and Course Offerings

The course offerings, professional development content, and calendar will be designed by Consultant in collaboration with OS4. Content design must be coherent; reflect key Board priorities; support teachers in developing content and pedagogical content knowledge (emphasizing implementation of English Language Arts and Mathematics Common Core State Standards); develop leadership capacity to improve teaching and learning for all learners, including diverse learners and English Language Learners (ELLs); and align with the Board's vision, instructional program and core competencies that define what effective teachers and leaders must know and be able to do to improve student achievement. Consultant, in collaboration with OS4, will regularly review qualitative and quantitative data to ensure courses and content are tailored to address the specific needs of each constituent group. The following examples illustrate the type of content that may be expected for these constituent groups:

A. OS4 Leadership

- a. Improving leadership and personal qualities and capabilities in line with the core competencies required for district/school level transformation and a practice of self assessment and accountability
- b. Designing, implementing, and supporting the implementation of a coherent instructional program based on Board initiatives and directives, including, but not limited to, Board's Framework for Teaching and Learning, Literacy Content Framework, and Mathematics Content Framework;
- c. Developing school leadership and teacher capacity to improve teaching and learning; and
- d. Using data to drive improvement decisions impacting clusters of schools.

B. School Principals

- a. Improving leadership and personal qualities and capabilities in line with the core competencies required for whole school transformation and a practice of self assessment and accountability. Designing and implementing a coherent instructional program based on CPS initiatives and directives, including, but not limited to, the CPS's Framework for Teaching and Learning, Literacy Content Framework and Mathematics Content Framework.;
- b. Supporting all individuals who receive professional development to meet the expectations of the model and receive additional services when necessary;
- c. Developing school-based professional learning communities and a performance based culture within the school;
- d. Creating a data-driven culture where data (quantitative and qualitative) is used frequently and with ease to engage in root cause analyses and identify changes in practice to impact data trajectories;
- e. Implementing an effective response-to-intervention framework—transitioning from the

current system to a Multi-Tiered System of Support (MTSS)—by proactively identifying students' needs, identifying effective interventions, and monitoring students' progress;

- f. Transforming a school's climate and culture to create a safe and effective learning environment in which students are held to high expectations and prepared for success in college, career, and life;
- g. Organizational and change management;
- h. Empowering parents and guardians to develop home- and school-based partnerships to support their children in meeting high expectations;
- i. Overcoming external and internal challenges and obstacles to whole school transformation by creating a shared vision among all stakeholders; and
- j. Ensuring that all initiatives, strategies, and investments are designed to promote sustainability and ensure continuous school improvement.

C. ILT

- a. Aligning directly with school leadership and teacher professional development;
- b. Developing an understanding of the elements of curriculum development, the role of high-quality curricula design for the 21st century, and how to use student data to adapt and prioritize curriculum accordingly;
- c. Developing an understanding of the elements of Strategic School Design and how to develop and implement an appropriate design model based on key school academic and non-academic data;
- d. Developing an understanding of how to develop an instructional program based on data, and how to develop an appropriate master schedule to support implementation, and how to effectively and efficiently use and allocate resources accordingly; and
- e. Using data (quantitative and qualitative) frequently and with ease to engage in root cause analyses and identify required changes to impact data trajectories.

D. Teachers

- a. Improving leadership and personal qualities and capabilities in line with the core competencies required for whole school transformation and a practice of self assessment and accountability;
- b. Developing and implementing a coherent instructional program based on CPS initiatives and directives, including, but not limited to, the CPS's Framework for Teaching and Learning, Literacy Content Framework, and Mathematics Content Framework;
- c. Developing the content and pedagogical content knowledge required to improve teaching and learning for all learners, including ELLs and diverse learners;
- d. Using data (quantitative and qualitative) frequently and with ease to engage in root cause analyses and identify changes in practice to impact data trajectories. Implementing an effective response-to-intervention framework—transitioning from the current framework to

MTSS—by proactively identifying students’ needs, identifying effective interventions and monitoring students’ progress through a collaborative process; and

- e. Learning how to create a safe and positive instructional environment for diverse populations of learners and students.

E. LSC Members

- a. Ensuring that all LSC members receive the training required by law in an effective and meaningful manner, including, but not limited to, the subjects of school budgeting, developing an effective school improvement plan, selecting and evaluating the principal and deciding whether to renew his or her performance contract, school operations, and overall measures for improving student achievement;
- b. Understanding specifically the core competencies required for transformative leaders and how to recruit and retain principals who have a proven record of demonstrating such competencies;
- c. Transforming a school’s climate and culture to create a safe and healthy learning environment in which students are held to high expectations and prepared for success in college, career, and life;
- d. Empowering parents and guardians to develop home- and school-based partnerships to support their children in meeting high expectations;
- e. Overcoming external and internal challenges and obstacles to whole school transformation by creating a shared vision among all stakeholders; and
- f. Ensuring that all initiatives, strategies, and investments are designed to promote sustainability and ensure continuous school improvement.

F. Parents

- a. Assisting parents and guardians in improving their marketability and employability, including programs for obtaining General Equivalency Diplomas (GEDs), developing English skills and enrolling in technical and career programs;
- b. Facilitating adult learning opportunities in subjects such as literacy, mathematics, technology, child and adolescent development, parenting and communications skills, discipline strategies and health awareness;
- c. Developing the leadership qualities and confidence to become an active participant in the LSC, Parent Teacher Associations or Parent Advisory Councils, and similar school-related groups;
- d. Identifying opportunities to become involved as a parent or guardian at the school, such as hall parent patrols, effective teacher communication, “Safe Passage” and support for after-school activities and events;
- e. Navigating one’s school and the CPS system, including how to use online tools to monitor student progress (i.e., the “Parent Portal”) and receive regular communication;

- f. Supporting the family and student in leading a healthy lifestyle, including fitness and nutrition;
- g. Learning the legal requirements related to education, including graduation requirements, rights for diverse learners and attendance requirements; and
- h. Developing effective strategies for creating high expectations and supporting students in meeting those expectations, including how to support students with advance coursework, college and financial aid applications, credit recovery or alternative education programs, summer school, developing peer-to-peer supports and otherwise instilling a love of learning.

Consultant will also be responsible for:

- A. The development of literacy and math curriculum related materials aligned to the Common Core State Standards and the District's Literacy and Math Content Area Frameworks
- B. The development of literacy and math short cycle assessments aligned to the curriculum, including support analyzing student learning and teacher practice patterns based on assessment data.

II. OUTCOMES: Consultant's Services will result in: (i)

KDS will build OS4 schools' internal capacity to increase and sustain student achievement. As a result of KDS's work, schools will experience an increase in the quality of teaching and learning as evidenced by learning walks, instructional rounds, student work samples and short-cycle assessments. This high quality teaching and learning will also be reflected in an increase in the score and percentage of students meeting or exceeding academic performance expectations on state, district and interim assessments. KDS's work will also lead to improved performance ratings for principals and teachers. Finally, based on KDS's work, schools' qualitative and quantitative overall performance will improve as measured by formal school diagnostic reviews conducted during the end of the first and second semesters respectively.

Program Assumptions	Chicago Public Schools		Annual Assumptions - Courses				TOTAL
	Year 1	Year 2	Year 1	Year 2	Year 3	Year 3	
1 District	3						
2 Years							
3 Number of Admin total	378	3	126	126	126	378	
4 Number of Admin courses	2700	3	900	900	900	2700	
5 Number of Teachers total							
6 Number of Teacher courses	18	6	1026	1026	1026	3078	
7 Number of Buildings							
8 Total Number of Courses							

Knowledge Delivery Systems, Inc.
CPS RFP 13-250052 Response
Core Services Budget
Total Prices:
Year 1 - \$5,185,852
Year 2 - \$4,322,852
Year 3 - \$3,475,052
Total: \$12,983,756

Online Courses	Price	Course Seats	Y1	Y2	Y3	Total
11 Online Courses	\$ 279.00	3078				
12 Courses	\$ 266,254	266,254	\$ 266,254	\$ 266,254	\$ 266,254	\$ 858,762.00
13 Professional Learning Platform	\$ 4,959.00	20	\$ 99,180	\$ 133,380	\$ 133,380	\$ 365,940.00
14 Administrator Coach	\$ 6,669.00	3	\$ 19,998	\$ 26,658	\$ 26,658	\$ 73,314.00
15 Online Course + Platform Total			\$ 305,434	\$ 419,634	\$ 419,634	\$ 1,224,702

Coaching & Support	Consulting Rate (Annual)	Buildings/Coach	Total Coaches (Year 1)	Y1	Y2	Y3	Total
21 Online Coaching (flat rate per course seat) ¹	\$ 175.00	1	1026	\$ 179,550.00	\$ 179,550.00	\$ 179,550.00	\$ 538,650.00
22 Building Instructional Coach	\$ 133,200.00	20	16	\$ 2,131,200	\$ 1,598,400	\$ 1,065,600	\$ 4,795,200.00
23 Administrator Coach	\$ 133,200.00	3	6.7	\$ 888,000	\$ 666,000	\$ 444,000	\$ 1,998,000.00
24 Average Rate							
25 Average Rate							
26 GCS Summer Workshop ⁴	\$ 176,853.60	1	3	\$ 176,853.60	\$ 176,853.60	\$ 176,853.60	\$ 530,560.80
27 Course Authorship Team Training ^{5,6}	\$ 20,625.81	3	54	\$ 371,264.55	\$ 371,264.55	\$ 371,264.55	\$ 1,113,799.65
28 Coaching & Support Total				\$ 3,776,368	\$ 2,892,068	\$ 2,237,268	\$ 8,976,304

KDS Staff	Y1	Y2	Y3	Total
30 KDS Staff				

31 Description of Services
 32 Overall coordination and partnering with CPS to ensure alignment to goals. Training and management of all onsite coaches. Project management and accountability to program objectives.
 33 Onsite Coaching and Implementation \$ 654,000.00 \$ 561,000.00 \$ 468,000.00 \$ 1,683,000.00

34 Online Coaching Management and Reporting⁸
 Ongoing training, management, and norming of KDS Online Coaches. Tracking and reporting of learner progress to goals and course completion. Pre and post learner assessment development and reporting. Learner, coach and principal survey administration, analysis and reporting.
 \$ 147,000.00 \$ 147,000.00 \$ 147,000.00 \$ 441,000.00

35 Technology Integration and Implementation
 Discovery and planning for technology implementation. Technology integration and configuration. Solution deployment and customer and learner support. Customization/setup of Chicago Public Schools portal. Course registration and administrative training. Additional fees may be required for specialized implementation requests.
 \$ 116,550.00 \$ 116,550.00 \$ 116,550.00 \$ 349,650.00

36 Operations, Finance, Contracting
 Contracting services, account processing, data analysis, financial reporting, management and compliance reporting.
 \$ 60,000.00 \$ 60,000.00 \$ 60,000.00 \$ 180,000.00

Staff Total	Y1	Y2	Y3	Total
37 Staff Total	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 180,000.00
38 Staff Travel				
39 Staff Travel				
40 Cost Per Trip				
41 VP and Director of Implementation ¹⁰	\$ 3,800.00	\$ 76,000	\$ 26,600	\$ 129,200
42				
43 Total Price	\$ 5,485,852	\$ 4,322,852	\$ 3,475,052	\$ 12,983,756

Average	20 Cost/School	649,187
44 Average		
45 Average		
46 Total Number of Schools	342	37,964
47 Total Number of Participants		
48 Average Cost/School per year	\$ 259,292.61	\$ 178,732.61
49 Average Cost/Learner per year	\$ 15,163.31	\$ 10,160.97
50 Average Cost/Learner/Course/Year	\$ 5,054.44	\$ 4,213.31

1 Program Assumptions	Chicago Public Schools	Annual Assumptions - Courses	Course Seats		
2 District		Year 1	Year 2	Year 3	TOTAL
3 Years	3	600	200	200	600
5 Number of Courses	6				
7 Number of Learners total	100				
9 Number of Buildings	20				

12 Online Courses	Price	Course Seats	Y1	Y2	Y3	Total	
13	\$ 279.00	600					
15 Courses			\$ 55,800	\$ 55,800	\$ 55,800	\$ 167,400.00	
16							
17 Professional Learning Platform	Price	Buildings	Years	Y1	Y2	Y3	Total
18	\$ 4,959.00	20	3	\$ 99,180	\$ 133,380	\$ 133,380	\$ 365,940.00
19	\$ 6,669.00						

18 *Specialized integration is billed at \$175/hour and pricing is established based on needs assessment

20 Online Course + Platform Total	\$ 1,057,980	\$ 1,057,980	\$ 1,057,980	\$ 3,173,940
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22 Coaching & Support	Consulting Rate (Annual)	Buildings/Coach Ratio	Total Coaches (Year 1)	Y1	Y2	Y3	Total
23	\$ 175.00	1	200	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 105,000.00
24							
25	Average Rate (per Engagement)	Average Engagements/ Course Ratio	Total Engagements	Y1	Y2	Y3	Total
26	\$ 21,600.00	1	3	\$ 21,600.00	\$ 21,600.00	\$ 21,600.00	\$ 64,800.00
27	\$ 22,082.05	3	18	\$ 132,492.30	\$ 132,492.30	\$ 132,492.30	\$ 397,476.90

28 Coaching & Support Total	\$ 1,390,452	\$ 1,390,452	\$ 1,390,452	\$ 4,154,854
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30 KDS Staff	Y1	Y2	Y3	Total
31				

32 Description of Services
 Online Coaching Management and Reporting
 Ongoing training, management and norming of KDS Online Coaches. Tracking and reporting of learner progress to goals and course completion. Pre and post learner assessment development and reporting. Learner, coach and principal survey administration, analysis and reporting.

33 Staff Total	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 150,000.00
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46 Total Price	\$ 394,972	\$ 428,272	\$ 428,272	\$ 1,541,617
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48 Total Number of Schools	Average Cost/School	\$ 77,080
49 Total Number of Participants	Average 100 Cost/Participant	\$ 15,416

50	Y1	Y2	Y3
51 Average Cost/School per year	\$ 19,703.62	\$ 21,413.62	\$ 21,413.62
52 Average Cost/Learner per year	\$ 3,940.72	\$ 4,282.72	\$ 4,282.72
53 Average Cost/Learner/Course/Year	\$ 1,970.36	\$ 2,141.36	\$ 2,141.36

55 School Schedules and Rosters	Year 1	Year 2	Year 3	Total	# Buildings	Cost per Building
56	\$527,475	\$397,475	\$267,475	\$1,192,425	20	\$59,621.25

58 Curriculum Writers - Literacy and Math Development and Training K-12	# Units	Year 1	Year 2	Year 3	Total
59					
60	\$84,500	2	\$169,000	\$169,000	\$507,000
61	\$1,950	12	\$23,400	\$23,400	\$70,200
62	Total		\$192,400	\$192,400	\$577,200

63 Course Authoring
 \$30,000 per 2-hour module

64				
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Knowledge Delivery Systems, Inc.
 CPS RFP 13-250052 Response
 Additive Services Budget

Total Prices*:
 Year 1 - \$1,113,947
 Year 2 - \$1,018,147
 Year 3 - \$888,147
 Total: \$3,020,241

*Prices are exclusive of Course Authoring which can be added at a price of \$30,000 per 2-hour module development