

Truenorthlogic

WEB SITE DEVELOPMENT, HOSTING AND SERVICES AGREEMENT

THIS AGREEMENT is made on the first day of September, 2013 (the “*Effective Date*”) by and between iAssessment, LLC, a Utah limited liability company (dba Truenorthlogic “TNL”) located at 8180 South 700 East, Suite 250, Sandy, Utah 84070 (“TNL”) and Brevard Public Schools located at 2700 Judge Fran Jamieson Way, Viera, FL 32940 (“*Customer*”).

RECITALS

A. TNL owns and markets certain proprietary, web-based software products that provide customers with the ability to collect and assess skill information from certain web-site users and perform other related assessment and technology education tasks, as well as additional software products that supplement and facilitate the functionality and usefulness of TNL’s primary software products.

B. TNL also provides related web-site development, web-site hosting, application hosting, and maintenance services to its customers in order to facilitate their use of TNL’s software products.

C. Customer desires to use TNL’s software products in a customized web-site setting developed and provided by TNL for the purpose of one or more of the following: managing professional development systems, assessing education needs, program management, online learning communities, systems integration and unification for education and related educational tasks.

D. TNL agrees to provide Customer such services and software products under the terms and conditions of this Agreement.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. TNL Services

a. Services Generally. Subject to the terms and conditions of this Agreement, TNL shall perform the professional web-site development, and web-site and application hosting and maintenance services set forth or described in this Agreement and on the applicable Exhibits attached hereto (collectively, the “*Services*”), in order to design, develop, implement, operate, maintain, and update a Customer-branded web site on the World Wide Web portion of the Internet that will include as part of the basic features of the web site, certain software applications listed and described on *Exhibit A* (the “*Site*”), using certain proprietary software of TNL and certain content provided by Customer.

b. Development Services

i. Specifications for Site Development Services. The Services related to the design and development of the Site (the “*Development Services*”) shall be performed by TNL and TNL/BPS Agreement

the Site shall be made available for use by Customer in conformance with the specifications set forth in *Exhibit A* attached hereto, which specifications shall detail the design, technical and functional capabilities, look and feel, and other attributes of the Site (the “*Development Specifications*”). The Development Specifications shall also include, without limitation, the design, development, testing, delivery, and implementation schedules for the Site. Significant variations from the Development Services as described in the Development Specifications may be made only by the prior written consent of each party in accordance with *Section 1.f.iii* below. As part of the Services, TNL shall convert, input, digitize or otherwise format as necessary, all content provided by Customer to be included in the site pursuant to the Development Specifications (the “*Customer Content*”).

ii. Delivery of the Development Services. TNL shall perform the Development Services in accordance with the time schedules set forth in the Development Specifications, *Exhibit A*. Any delays in TNL's performance caused by Customer, including any delay in Customer's delivery of Customer Content, shall not constitute a breach of this Agreement by TNL.

iii. Acceptance of Development Services. Within ten working days after receipt of each deliverable specified in the Development Specifications (*Exhibit A*) and the Site, Customer will test and evaluate TNL's submission (the “*Acceptance Test*”). The Acceptance Test shall be mutually developed by Customer and TNL to demonstrate that the Site conforms to the Development Specifications. In the event the deliverables passes the Acceptance Test, Customer shall notify TNL of such acceptance. In the event a deliverable fails the Acceptance Test, Customer will advise TNL in writing as to the nature of such failure. TNL shall remedy such failure and deliver the corrected deliverable to Customer for testing as soon as practical thereafter.

c. Importation of Customer Content and Integration with Site and Software. TNL will import Client User Data onto the TNL Internet server (the “*Host Server*”), and perform additional services as necessary to ensure the effective integration of the Client Content with the Site and TNL's software (the “*Initial Set Up*”).

d. Hosting / Licensing Services. TNL will provide “Licensing Services” to Customer as follows:

i. Site Licensing Services. Upon Customer acceptance of the Site, TNL shall, pursuant to the license granted in *Section 5.d.i* below, transfer, implement, and make the Site available to Customer for its use on the Host Server and supporting environment, at the location specified in *Exhibit B* attached hereto, which server and hosting services shall meet the specifications set forth in *Exhibit B* (the “*Hosting / Licensing Specifications*”).

ii. Application Hosting Services. Upon implementation of the Site in accordance with *Section 1.d.i* above, TNL will, pursuant to the license granted in *Section 5.d.ii* below, make available to Customer the software applications specified and described in *Exhibit A* (the “*Modules*”) through the Site. The Modules will be hosted by TNL on the Host Server. As part of the Licensing Services TNL shall also provide ongoing support and maintenance services for the Site and the Modules in accordance with the terms set forth in *Exhibit B* attached hereto. Customer will be solely responsible for providing user support and any technical support at Customer's location unless otherwise provided in *Exhibit B* or in a separate agreement.

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e. Additional Services. If after execution of this Agreement, Customer desires services from TNL in addition to those provided in this Agreement, such additional services and arrangements for their provisions shall be set forth in a separate addendum to this Agreement which is duly executed by the parties. Absent express agreement to the contrary, such addendum shall be incorporated into and become a part of this Agreement.

f. General Provisions Relating to the Services

i. *TNL Personnel*. TNL will assign an experienced Project Manager (the “*TNL Project Manager*”) to be available for the term of this Agreement, in accordance with the terms set forth in *Exhibit B* attached hereto. The Project Manager will coordinate appropriate contact and collaboration between TNL and Customer personnel, pursuant to *Section 2.b* below. The TNL Project Manager will be responsible for coordinating all TNL activities, maintaining project schedules, and coordinating deliverable reviews. The TNL Project Manager will have approval and signature authority for all Service Change Requests (“*SCR*”), *Section 1.f.iii*, including any amendments to the Development Specifications. TNL reserves the right to determine the assignment of personnel to perform the Services or to replace or reassign such personnel.

ii. *Coordination Meetings*. The TNL and Customer Project Managers will conduct regular coordination meetings at a mutually acceptable time and location for the purpose of reporting on progress, identifying and resolving problems, and generally conducting the business of the Development Services. The parties agree to make available the individuals who can most effectively solve problems that may arise in the course of the project.

iii. *Service/Specification Changes*. Either party may, at any time, propose changes to the Specifications or Services. Such proposals shall be documented in a written SCR in the form attached hereto as *Exhibit C* by the party proposing the change. TNL will promptly evaluate the impact of each requested change, respond in writing to any SCR and supply a revised time and cost estimate based on the proposed changes. TNL shall use reasonable efforts to effectuate an SCR without any material impact on the development schedule or the cost of the Services or deliverables. Such SCR’s shall become effective only when signed by each of the party’s Project Managers or alternative authorized representative, and shall then be deemed to be an amendment to this Agreement.

2. Customer Obligations

a. Customer Content. Customer will provide the Customer Content in accordance with the Development Specifications. Customer recognizes that the successful development, implementation and operation of the Site will require Customer’s assistance and full, timely and accurate performance of its obligations set forth in the Development Specifications. Accordingly, Customer shall perform its obligations in a timely, accurate and complete manner through Customer personnel fully familiar with the Company’s requirements for the Site. Changes to Customer Content following delivery to TNL shall be deemed to be a Service Change Request that must be processed in accordance with *Section 1.f.iii*.

b. Customer Personnel. Customer will assign an experienced Project Manager listed on *Exhibit A* (the “*Customer Project Manager*”) to be available for the term of this Agreement. The Customer Project Manager will be responsible for coordinating all Customer activities and will have approval and signature authority for all Services Change Requests. The Customer Project Manager will be responsible for and will deal with all Customer user requests.

3. Additional Obligations of the Parties

a. Website Link. Customer grants TNL the right to link Customer’s Site to TNL’s website under current or future web pages highlighting customer sites. Customer has the right to review any and all materials and content to be displayed on a TNL customer related page at the TNL website. TNL shall have the right to terminate the link from TNL’s Site in the event TNL determines in its sole discretion that the Customer’s linked website is unsuitable or TNL no longer wishes to link to Customer’s website.

b. Community Outreach. Customer agrees that during the term of this Agreement, TNL may, but will not be required to, provide marketing and public relations for the mutually beneficial community outreach to communicate the relationship of the Customer and TNL. TNL may, but is not required to, provide any or all resources in the development of news releases, white papers or case study articles for the benefit of the Customer and TNL. TNL will have the right to distribute the news releases, white paper or case study. Customer has the right to review and disallow materials and content to be distributed by TNL which do not comply with Customer’s internal policies. The Customer will be responsible for coordinating all Customer activities in collecting user feedback and testimonials in the development of white papers or case study articles. Customer will have the right to access and distribute TNL developed news releases, white paper or case study when distributed.

c. Branding. Customer agrees that TNL has the right to display its corporate name, logo, links, brands and marks on the Customer Site. TNL shall retain all rights, title and interest to such and Customer will not attempt to register any of these items. All goodwill arising out of Customer Site shall inure solely to the benefit of TNL.

4. Fees

a. Development Services. In consideration of the Development Services, Customer shall pay TNL in accordance with the payment terms set forth in *Exhibit D* attached hereto. If Customer requests additional development or other services not described in the Specifications or otherwise provided in this Agreement, TNL may, at its discretion, perform such services at its then-current rates.

b. Initial Set-Up. Customer shall pay TNL an Initial Set-Up Fee in accordance with the payment terms set forth in *Exhibit D*.

c. Licensing/Hosting Fees. In consideration of its use of the software and system modules, Customer will pay TNL licensing fees in accordance with *Exhibit D*.

d. Additional Payment Terms. Unless expressly provided otherwise in *Exhibit D*,

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Customer shall pay all fees and reimbursements within thirty (30) days of invoice date with the exception of disputed amounts. Undisputed payments not made within thirty (30) days of invoice or the date otherwise due shall bear interest at the rate of 1.5% per month, or the highest legal rate, whichever is less, commencing as of the date of invoice, until fully paid.

e. Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed in connection with this Agreement by any authority, except for taxes payable on TNL's net income and taxes related to TNL employees. Customer will promptly reimburse TNL for any and all taxes or duties that TNL may be required to pay in connection with this Agreement or its performance hereunder.

5. Intellectual Property Ownership and Licenses

a. TNL's Ownership of Intellectual Property and Site. Nothing in this Agreement shall transfer ownership of, or limit in any way, TNL's ownership or right to use its current intellectual property rights in any methodologies, design concepts, products, or other items of any type employed or produced under this Agreement, including but not limited to, any software, the Specifications, the Site and its related features or other deliverables resulting from the Services of TNL pursuant to this Agreement. No materials, products or modifications prepared or developed by TNL under this Agreement shall be deemed "works for hire." TNL shall retain all rights, title, and interests in and to such software, the Site and related features or other deliverables, except to the limited extent licensed to Customer under *Section 5.c* below. Customer agrees to give TNL and any person designated by TNL any reasonable assistance required to perfect the rights defined in this *Section 5.a*. Customer specifically acknowledges and agrees that, except for the Customer Content, TNL may utilize without restriction any materials, products, or other item created under this Agreement for the development and use of Internet web sites for other parties for the same or similar purposes as the Site is used by Customer.

b. Customer's Ownership of Customer Content. Notwithstanding the provisions of *Section 5.c*, as between TNL and Customer, Customer shall retain all ownership rights (or such rights as it has) to (i) the Customer Content (as provided by Customer and as digitized or otherwise reformatted by TNL for the Site), including the assessment rubric (if any) and any trademarks, trade names, logos provided by Customer, (ii) any data generated by Customer's use of the Site ("*Customer Data*"), and (iii) the graphical look of the Site as designed and provided by Customer (the "*Site Look and Feel*") (collectively, the "*Customer Materials*").

c. Customer's Grant of License to TNL. Customer hereby grants to TNL a non-exclusive, non-transferable, limited license, during the term of this Agreement, to use the Customer Materials for the benefit of Customer in accordance with the terms and conditions of this Agreement and by TNL for the limited purpose of marketing TNL's services to other customers. TNL may make such copies of the Customer Materials as may be necessary to perform its obligations under this Agreement and such marketing purposes. Customer represents and warrants to TNL that it is entitled as an owner or licensor of the Customer Materials to grant this license to TNL as contained herein and that the license granted herein will not violate any license or other agreement between Customer and any third party or constitute an unauthorized use of the Customer Materials.

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d. TNL's Grant of Licenses to Customer

i. *License to Use the Site.* TNL hereby grants to Customer a limited, non-transferable license during the term of this Agreement to use all computer software and development tools contained in, comprising, or otherwise necessary to use the Site. Such license is limited to use by Customer on the Site as hosted by TNL and no other location and such license shall terminate upon termination of this Agreement.

ii. *License to Use Software Modules.* Effective upon implementation of the Site, TNL grants to Customer a non-exclusive license to use the software modules identified on *Exhibit A* (the "*Modules*") for the number and types of users listed on *Exhibit B* and for the fees listed on *Exhibit D*.

e. Third Party Licenses. To the extent that any licenses are required to be obtained from third parties for use of software necessary to operate or maintain the Site, TNL shall obtain at its expense such third party licenses for Customer's benefit.

f. Credit Line. To the extent that Customer is the owner of the Customer Materials, Customer may include a credit line on the Site.

6. Confidentiality and Security

All written information submitted by Customer to TNL in connection with the Services which is marked as Customer confidential or proprietary information will be safeguarded by TNL during the term of this Agreement to the same extent that TNL safeguards like information relating to its own business. TNL will not be responsible for safeguarding information that is publicly available, already in TNL's possession or known to TNL or rightfully obtained by TNL from third parties.

Data Privacy. For purposes of this Agreement all data on individuals created, collected, received, stored, used, maintained, or disseminated by TNL in the performance of this Agreement will be held confidentially by TNL.

7. Indemnification

a. Indemnification by TNL. TNL will defend, indemnify and hold Customer harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) associated with any claim or action brought against Customer by a third party for any claim that the software licensed hereunder infringes any United States patent, copyright, or trademark, or trade secret under United States law. Upon notice of any such claim, or if in TNL's opinion such a claim is likely, TNL shall have the right, at its sole discretion, to obtain the right for Customer to continue to exercise the rights granted under this Agreement, substitute other software with similar operating capabilities, or modify the software so that it is no longer infringing. In the event that none of the above options are reasonably available, in TNL's discretion, TNL may terminate this Agreement.

8. Warranty and Warranty Exclusion

a. Limited Warranties. TNL warrants that it owns, or otherwise has sufficient rights in, the software necessary to develop and operate the Site and the Modules, including the grant to the Customer of the license under *Sections 5.d.i* and *5.d.ii*. TNL further warrants that the Modules and the Site licensed hereunder will appear and operate in conformance with the Development Specifications and Hosting Specifications.

b. Disclaimer. EXCEPT AS PROVIDED IN *SECTION 8.a*, TNL DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SERVICES RENDERED HEREUNDER, OR ANY PRODUCTS PROVIDED HEREUNDER, AND TNL DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR INFRINGEMENT. TNL EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE SOFTWARE LICENSED HEREUNDER, WHICH IS DELIVERED "AS IS." TNL DOES NOT WARRANT THAT OPERATION OF SUCH SOFTWARE OR THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN *SECTION 8.a*, THE ENTIRE RISK OF USE OF THE SITE AND THE RELATED SOFTWARE IS WITH THE CUSTOMER.

9. Limitations of Liability and Remedies

a. Total Liability. IN NO EVENT SHALL TNL'S AGGREGATE LIABILITY FOR ALL CASES OR CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE PAYMENTS ACTUALLY RECEIVED BY TNL UNDER THIS AGREEMENT. IN NO EVENT WILL TNL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT TNL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

b. Limitation of Remedies. Customer's exclusive remedy, and TNL's sole liability for any case or controversy arising out of TNL's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to *Section 10.b* and receive a refund from TNL of the unearned portion of any fees paid with respect to the Services. No claim shall be brought by either party under this agreement more than one (1) year after occurrence of such claim.

c. Failure of Essential Purpose. The parties have agreed that the limitations specified in this Article will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Except for an action for payment of taxes, no action in any form arising out of this Agreement or any Services provided hereunder shall be instituted more than one (1) year after the cause of action has arisen.

10. Term and Termination

a. Term. The term of this Agreement shall commence on the Effective Date and unless modified by mutual agreement of the parties or terminated earlier pursuant to the terms hereof, shall continue through August 31, 2018 (the “*Initial Term*”). This Agreement shall then, absent written notice of non-renewal by a party 90 days prior to the expiration of the current term, automatically renew for an additional one year periods (each a “*Renewal Term*”).

b. Termination

i. Either party may terminate this Agreement if the other party (i) commits any material breach or default and fails to provide an acceptable remedy of such breach or default within thirty (30) days after written notice of such breach or default from the non-breaching or non-defaulting party, (ii) becomes the subject of any voluntary or involuntary proceeding under the U. S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement or (iii) ceases to be actively engaged in business and has not assigned this Agreement in accordance with *Section 12.a*.

c. Effect of Termination. Upon termination or non-renewal, TNL shall discontinue operation of the Site and Customer shall have no further rights to use the Site or the software licensed hereunder, and any uncollected or scheduled fees or quarterly licensing fees shall be paid immediately. Customer, or Customer’s clients, will be granted the right to use the Site through the end of their contractual term only if that term is covered under the terms of the Agreement, pursuant to *Section 10.a*. If Agreement has been terminated, pursuant to *Section 10.a*, and the Customer or Customer’s clients desire to access the Site, Customer shall pay the licensing and support costs, in accordance with the fees schedule set forth in *Exhibit D*, for the time interval, rounded to the nearest billing quarter. Upon request of Customer, TNL shall return all tangible embodiments of the Customer Content and destroy all electronic embodiments of the Customer Content. The termination of this Agreement will not affect any sublicenses granted by TNL to its other customers pursuant thereto, and such license and sublicenses will continue in full force and effect unless and until terminated by TNL (in the case of the license) or in accordance with the terms of the applicable sublicense.

d. Survival. After termination or expiration of this Agreement, all provisions regarding payments due at the time of or upon termination, or payments which may become due following termination, ownership, confidentiality, warranty, liability and limits thereon, rights and obligations upon and following termination will survive, including, without limitation, those contained in *Sections 4f, 5a, 5b, and 6-12*.

11. Non-Solicitation

Without the prior written consent of TNL, Customer shall not recruit or hire any employee of TNL who is or has been assigned to perform any of the Services, either during the term of this Agreement and for one (1) year following the completion or termination of this Agreement. The parties acknowledge that it would be difficult to determine the actual loss suffered by TNL for breach of this Article. Accordingly, if Customer breaches this Article, Customer shall pay TNL, as liquidated

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damages (but not as a penalty), an amount equal to the individual's annual (or annualized if appropriate) compensation from TNL at the time of termination of the individual's business relationship with TNL. TNL will provide Customer an invoice for the amount due as a result of such breach, which shall be payable in accordance with *Section 4* above.

12. Open Source Software

TNL may use open source software in connection with the software application services provided under this Agreement. TNL does not provide any express or implied patent license or other license to open source software. TNL uses open source software "AS IS" and makes no representations or warranties, either express or implied, with respect to open source software provided to Customer under this Agreement. TNL will not be liable for any damages arising out of the use or distribution of open source software.

13. General

a. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided however that TNL may assign this Agreement to a purchaser of all or substantially all of its assets or its business. Any attempt to assign this Agreement without such consent will be null and void.

b. Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.

c. Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "*Force Majeure*"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, or strikes, provided that such party gives prompt written thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days.

d. Notices. All notices (including invoices) under this Agreement will be deemed given when delivered personally, sent by confirmed facsimile transmission, or sent by certified or registered U.S. mail, return receipt requested, or nationally-recognized express courier, to the address shown above, attention the parties' authorized representative, or as may otherwise be specified by either party to the other in accordance with this Section.

e. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

f. Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

g. Export Control. Customer shall not export directly or indirectly any technical data, information or items acquired under this Agreement to any country for which the U. S. Government (or any agency thereof) requires an export license or other approval without first obtaining such license or approval.

h. Governing Law. This Agreement shall be deemed to have been made in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida, Brevard County, exclusive of its rules governing choice of law and conflict of laws. All actions under this Agreement shall be brought in the state or Federal courts located in Orlando, Florida.

i. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. Non-discrimination. During the performance of this Agreement, TNL shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. TNL shall comply with any applicable federal or state law regarding non-discrimination.

l. Entire Agreement; Amendment. This Agreement and the attached Exhibits comprise the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written agreement executed by both parties.

[Signatures are on the following page.]

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

iAssessment, LLC (dba Truenorthlogic)

CUSTOMER

Signature

Signature

Printed Name

Barbara A. Murray, Ph.D.

Printed Name

Title

Chairman

Title

Date

Date

ATTEST (Witness)

ATTEST (Witness)

Signature

Signature

Printed Name

Brian T. Binggeli, Ed.D.

Printed Name

Title

Superintendent

Title

Date

Date

EXHIBIT A
DEVELOPMENT SPECIFICATIONS

1. Purpose and Scope. This Exhibit sets forth the requirements determined by the parties for the development of the Site. The scope of the Development Services is defined by the deliverables (“Deliverables”) set forth in paragraph 3 below.
2. Project Managers. TNL will assign a Project Manager to oversee the implementation and for general communications (to include account and project status, Service Change Request (SCR) work, system fixes, bugs, new requests) with TNL and Subcontractor. Customer will have the right to approve the Project Manager. Customer’s Administrative personnel may also contact TNL for any reason.

Tier 1 Support Engagement parameters are as follows:

- Ongoing product/project support, including status reports upon system implementation Go Live
 - Updates to contracted software components as released
 - Customer’s designated Project Manager may call or email TNL’s Customer Support to report problems or request assistance
 - Phone: 888-248-8783
 - Email: support@Truenorthlogic.com
 - Customer’s Project Manager will develop SCR with TNL as follows:
 - Customer will submit change request to their Project Manager
 - TNL will provide Customer with cost and time estimate, as well as recommendations to mitigate problems and clarify expectations.
 - Customer will submit written or electronic approval of SCR requirements, cost, and delivery time frame after receiving Board approval.
 - Response time
 - General communications
 - shall be no longer than (3) three business days
 - Emergency requests (Customer is not able to access part or all of the Site or Customer needs to make an immediate change to the Site)
 - In the event the system has an outage or Customer has other emergency request, Customer should contact TNL project manager or staff, either by phone or email, and within (1) one hour TNL will address the emergency and work towards a resolution. TNL will provide contact numbers to Customer.
3. Description of Purchased Applications. The applications below will be delivered as they are currently working in the system in regard to features, functionality and workflow based on the Effective Date of this Agreement. If Customer requests changes to the system, TNL will provide Customer with a cost and time estimate to code additional features, functionality or alter the system workflow as long as the changes align with TNL’s product roadmap. It is Customers responsibility to provide images used on the Site.

TNL Approval: _____
(Initial here)

Customer Approval: _____
(Initial here)

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- a. **Enterprise Portal** – Provides a secure infrastructure and system administration tools required to run all TNL applications, including the underlying framework for building user experiences based on user profile data and system administrative rights. The portal presentation layer can be customized to fit the Customer, including site colors, branding, and images (provided by the Customer).
 - i. **Account Management** – Allows administrators to create and manage accounts by which users access the system. Each user who accesses the system is set up with a user account and profile. The account profile tells the system which content to make available to the user, and also allows administrators to target system resources (such as learning activities, growth plans, performance evaluations, assessments and surveys, or announcements, depending on which TNL applications a Customer has purchased) to the specific users or user groups that need them. The user profile data fields are configured with Customer input.
 - ii. **Location Management** – Allows administrators to add, edit, and delete entities, such as schools and departments. An initial import can be used to build a location hierarchy set up according to the Customer’s organizational hierarchy to include all locations within a state or district that users might be assigned to. After the initial import, system administrators can add, edit or delete entities. Aligning schools within districts and other organizational levels assists administrators in accessing the appropriate data and administrative functionality through the portal.
 - iii. **Access Control** – Accounts used to access the portal can be set up with configurable levels of access, including a hierarchy of administrative rights. It is important to make sure that system users have access to the functionality and content that they need, but not to the things they should not. The TNL system ties access rights to the individual user profile. That means Customers can increase administrative rights for someone without requiring a different login or password and can utilize levels of access for system administration, such as district admins, site admins, etc. It includes an access control viewer for super users to see all the accounts with additional access and what access users have been given.
 - iv. **Log-In Verification** – Allows administrators to keep user profile information up-to-date by requiring verification of information upon log-in to the system. The system can be set up to require users to review and verify information (such as email address, demographic information or current assignment) and make changes as needed. Login verification can also be used to require users to acknowledge and confirm site or organization policies.
 - v. **Layout Management & Role-Based User Experience Management** – Provides system administrators with the tools to customize the layouts that

TNL Approval: _____
(Initial here)

Customer Approval: _____
(Initial here)

are displayed to users based on their roles, locations or other demographic information. The portal experience can be customized by the administrator for different users depending on the functionality that they need. Based on portal role, administrative rights, organizational position, etc., different tabs, content, and functionality can be displayed when the user logs in. Administrators assign users to system role groups so that the different groups of users are presented with the specific layout related to their role as defined in the Layout Management administrative tool. When a particular role, such as principal teacher or custodian, is selected at the time the user profile is set up, the layout and content options that are defined for that role are displayed upon login.

- vi. **Custom Content Channels** – System superusers can create custom, html-formatted content channels. This content can also be configured for display based on the user’s role, location, or demographic profile.
- vii. **Transcript Management** – An electronic transcript is generated and maintained for each user in the system to track professional growth accomplishments. The transcript records information about completed activities as well as the type and amount of credit earned. Transcripts are printable and downloadable as PDFs.
 - 1. **Automated Transcript Updates** – The TNL system automatically tracks all professional growth activities completed through the TNL system and logs them in a user’s transcript. A completed learning activity is added to the transcript only after all requirements are marked as complete. Learning activities can include traditional professional development courses, online courses, and self-directed activities.
 - 2. **Transfer Credit** – Learning activities completed and credits obtained outside the system can also be added to the transcript through the system’s transfer credit management functionality, allowing a complete record of professional learning work to be compiled into a single transcript that is available online.
 - 3. **Portfolio** – Teachers, administrators, and other staff can create and maintain online portfolios that highlight their efforts in professional learning and document their professional growth. Examples of information and artifacts that can be included in portfolios include: lesson plans, research papers, resumes, memberships, professional activities, files, and cover letters. Multiple versions of the portfolio can be created from the same set of resources and information so that users can highlight their growth within a specific area, or to demonstrate qualifications for a specific position. Portfolios can also be emailed to mentors,

TNL Approval: _____
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professional learning community members, district or state offices, etc.

- viii. **Targeted Announcements** – Allows administrators to send announcements to users; announcements can be displayed in the users’ announcements channel on their homepages and/or can be sent via e-mail. Announcements can be targeted to specific groups based on a wide variety of demographic information, including location (entity), user role, administrative rights levels, and learning activities section roster (if the Customer has purchased the Professional Learning Management System application). Administrators can create targeted messages for the system level(s) that align with their system administrative rights, such as a principal creating an announcement for the staff at his/her school. Announcements can be published immediately, set to be auto-published on a specified date, or left as a draft to be published manually at a later date. Announcements can be manually deleted or a date can also be set for the announcement to be automatically removed.

- ix. **Calendaring** – Supports a wide range of Calendar uses across the TNL applications implemented by a Customer, including a clickable list of upcoming events; a monthly calendar view of upcoming events; professional learning activities available in the Activities Management Calendar (see section 7 below); room bookings and section blackout dates (see section 7 below), etc. Also, allows administrators to schedule events for different groups of users (by location) within the system, and to inform the associated users of the event. In addition, the Calendaring function allows for “category types” for calendar events – such as meeting, holiday, union work day, etc. – which can be used as a filter when viewing the calendar. The list of events can also be filtered by date range. We also have on the road map the ability to schedule observations and for items in learning plans and evaluations that have due dates to be shown in the personal calendar view.

- x. **Site Help** –The TNL solution includes a user assistance framework designed to provide administrators and end-users the appropriate documentation for efficiently interacting with the system.

- xi. **TNL Application Integration** – TNL applications are integrated so that users can seamlessly access or take advantage of other functionality as needed. For example, assessments are key data points that can feed directly into Individual Growth Plans or the Online Catalog & Online Registration tools. Functions available to specific Customers vary based on the TNL applications they have implemented.

- xii. **Portal Usage/Administrator Reports** – Allows administrators to run reports on the administration and overall usage of the portal. Reports

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include the Account Login Report to see all accounts that exist for a particular site or other entity; the Login Statistics Report to see the number of logins for a specified date range, the length of time people are logged in, and a bar graph of the pattern of logins per day; and the Activity Statistics Report to track the specific ways in which the system is being used. Many reports can be downloaded and printed or exported as a spreadsheet.

- xiii. **Staff Dashboards** – Allows district administrators, principals and other designated administrators to track everything their assigned staff is doing in the system. This includes logins, professional development, transcripts, evaluations, learning plans, professional development and mentoring.
- b. **Professional Learning Management System** – Provides a comprehensive approach to the management of all professional learning processes.
 - i. **Professional Learning Activities Management** – Manages online catalogs, registration, tracking of professional learning activities, and more.
 - 1. **Online Catalog** – Allows administrators to create an online catalog of professional learning activities for the agency, including descriptions, details, and multiple sections of the same activity to maintain the consistency of the original activity while still allowing for different dates, locations, intended audiences, instructors, etc. Includes the ability to configure field names within the learning activity and section setup. Learning activities can include anything from traditional face-to-face workshops and online courses to professional learning communities, self-directed resources, and more – any activity that a Customer considers a professional development opportunity can be listed in the Online Catalog.
 - a. **Self-Directed Learning Resources Management** – Customers can leverage the TNL system to support self-directed, individual-focused professional growth activities, such as watching videos of best practices, reviewing best-in-class lesson plans, etc. Administrators add resources lesson plans, books, videos, external conferences, URLs, etc. to the catalog of professional learning activities. These activities can be set up to allow for anytime, anywhere access with no specific class time, date, instruction, or location. Educators access the resources at their leisure. The system will render content such as PDFs, videos, Flash modules, documents, and URLs. The administrator can determine if a user earns credit or a certificate of

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completion for accessing resources. Self-directed resources can be aligned to user demographics such as grade level and subject and can also be recommended to users based on evaluation, assessment and observation results.

- b. **Required & Recommended Learning Activities Management** – Individual learning activities can be aligned to demographic information in the users’ account profile, such as the subject or grade level that they teach. Then, learning activities can be *Required* for all users in a particular demographic group or *Recommended* to them based on their demographics. Learning activities can also be set to be *Restricted* to a specified set of demographics. Activities also can be recommended to potential participants based on results of assessments taken through the portal (if the TNL Assessment & Competency Management application is also purchased).
- c. **Education Agency Control** – Different locations/entities, departments or offices can be set up within the system to manage professional learning activities. Then, each entity can build and manage their own catalogs and registrations from their own site(s). The information from these different groupings rolls up to the appropriate administrative level for reporting.
- d. **Personalized Catalog Views** – End users view a personalized catalog of potential and required professional learning activities based on their membership status with each of the available locations/entities, alignment of required/recommended/restricted activities, and personal assessment results.
- e. **Professional Development Standards Alignment** – Learning activities can be aligned to professional development standards. In addition, when a Customer purchases the TNL Assessment & Competency Management application and aligns assessment rubrics to the professional development standards, courses can then be recommended to potential participants based on the results of their completed observations and assessments based on how they scored in a rubric/competency/standard.

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2. **Learning Activities Search** – Participants can search for professional learning activities using keywords from the title or description, by a specific activity number, by date or date range, by demographic information (role, grade level, topic), or based on custom fields that have been added to the learning opportunity or section. Activities can be made available only for users at a specific location, such as a particular school or district.
3. **Online Registration** – Allows users to register for professional learning activities. Administrator tools allow administrators and instructors to manage registration for groups of users. In addition, administrator (principal/manager) approval can be required for users to register for activities.
4. **Credit Typing** – Allows administrators to indicate what types of credit a user can earn by completing a learning activity (e.g., seat hours for recertification, credits for pay lane changes, etc.). The system can be set up to handle multiple credit types per activity to accommodate the needs of individual learners. A user selects the appropriate credit type(s) when registering for the activity; upon completion, the type of credit earned is recorded in the user's transcript and is reported through the system's reporting functions as appropriate.
5. **Email Communications** – Includes both automatic email functionality (to confirm successful registration, waitlist status change, activity cancellation, etc.) and system-facilitated email to groups of users (e.g., instructor can easily email learners participating in a professional learning activity). Many messages can be configured to meet the Customer's specific communications needs.
6. **Configurable Auto-Cancellation** – Provides administrators with the option to set a minimum number of registrants by a set deadline or the learning activity is automatically canceled. In addition to an auto-notification to registered attendees about the cancellation, includes the ability to create a configurable list of other recipients who receive the notification (professional development manager, room manager, etc.).
7. **Activities Management Calendaring** – Provides a wide range of calendar features specifically for professional learning activities management. Users can view activities that are available in a calendar format, filtered by activity type, month or location. The Calendar links to the registration process. Allows administrators to

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set and manage system-wide blackout dates during which activities cannot be scheduled and to create sections in advance that are released at a later time or at a set time by the education agency administrator.

8. **Waitlist Tools** – A waitlist can be added to any learning activity section, if desired. The size of the waitlist can be set, as well as the date after which users can no longer join the waitlist. Rules can be established so that users are automatically moved from the waitlist into the learning activity when a registered spot becomes available. Automatic emails are generated to inform participants of changes to their waitlist status.
9. **Instructor Tools** – Instructors and facilitators have access rights within the system to several valuable instructor tools. Through the section roster they can print sign-in sheets and name tents, take attendance, mark grades, and email some or all learning activity participants. The system supports tracking attendance over a period of time; for example, a class may run every Tuesday and Thursday from March 1 to May 1 and the instructor can track attendance for the days that the class actually meets. Rights can also be set to allow instructors to add students to the roster. Additional instructor/facilitator tools are available for online courses and professional learning communities.
10. **Stipend and Substitute Tracking** – The system can track the cost of both stipends and substitute teachers.
11. **Payment Services Processing** – The TNL system can track a variety of payment options for learning activities registration, including POs and non-electronic funds. For an additional services fee, the system can be configured to accept credit cards through integration with PayPal’s Payflow Pro.
12. **New Learning Activities Proposals**– Allows an agency to manage the process by which new learning activity ideas are submitted to the catalog of professional development opportunities, including the ability to define the specific information required for approval of a new activity.
13. **Completion Certificate Management** – Customized certificates are automatically generated and made available to users upon completion of professional learning activities managed by the TNL system. A randomly generated number can be used to verify, within the system, the authenticity of each certificate. Customers define the certificate design and contents; certificates typically bear

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the electronic signature of the agency administrator and can include the grade received by the recipient, if desired by the agency. The certificate design is configurable at the education agency level, so that different offerors of professional learning activities within the Customer's agency (e.g., departments, school networks, etc.) can provide their own certificate design if desired.

14. **Learning Activity Evaluation Tools** – Customers can offer online evaluation surveys that are tied to specific learning activities. Users can be required to complete the evaluation survey before final credit for a learning activity is awarded on the individual user's transcript.

15. **Professional Learning Activities Management Reporting** – A variety of reports can be made available to administrators that allow them to track professional learning activities data from throughout the agency. Examples include enrollment and completion information by learning activity or by location.

ii. **Online Content & Delivery Management** – Supports the creation and delivery of professional learning courses (including Sharable Content Object Reference Model (SCORM) compliant content) through integration with Moodle, an open-source software tool for delivering online content such as standalone online courses or online content and communities to supplement face-to-face workshops. The TNL portal integrates with Moodle for a seamless user experience. TNL supports the most current stable version of Moodle and can make add-in features available to customize the implementation.

1. **Online Registration Management** – TNL's Online Content & Delivery Management draws on TNL's Professional Learning Activities Management module to manage online registration, certificates of completion, and transcript reporting for online courses. As such, online courses can be aligned to users based on demographics or professional assessment results (when purchased with TNL's Assessment & Competency Management application). For example, as with any professional learning activity managed by TNL's online catalog, online courses created and delivered using these tools can be aligned to specific users and specified as recommended or required based on the user's demographic profile.

2. **Course Authoring** – Moodle provides extensive authoring tools for creating online course experiences. The rich text HTML editor provides a word-processor interface embedded in a web page to allow instructors/authors to edit text in an intuitive way, and produces normal HTML code. In addition to formatting text, this

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editor provides a number of useful features such as the ability to paste text in from other applications; insert images; insert tables; insert links; and insert smilies (emoticons). As outlined below, the solution also provides the ability to import all common electronic files as part of the course.

3. **Template-Based Course Creation** – The online course environment provides support for template-based course creation. The system allows administrators to use an existing course or a pre-defined template as a basis for a new course.
4. **Course Delivery** – The TNL system integrates with Moodle to make it easy to access and participate in Customer-created online courses. Participants and instructors can access the courses with the desired access level rights with a single click from within the TNL portal.
5. **Branded Experience** – Just as with the TNL portal, the Moodle interface can be branded for each specific Customer instance.
6. **Standard Features** – Provides the current stable version of Moodle, with the following modules and activities:
 - a. **Course Organization** – Courses can be set up by topic or using a weekly format. This allows instructors to divide activities and resources by topic or week so that participants don't get lost or overwhelmed.
 - b. **Course Calendar** – A course calendar can display course events, group events, and individual events. It can also be used to show system wide events that affect multiple courses. The calendar can be exported to Microsoft Outlook, Mozilla Thunderbird, Apple iCal, and Novell GroupWise.
 - c. **Participant Profiles** – Participants can create and manage their own profiles that include photos and information about themselves.

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- d. **Online Assignments** – Post assignments as a series of text, graphic, and question blocks. These assignments can be dynamically presented based on responses to assessments and quizzes. Assignments can be submitted, scored, commented, and returned to participants.
- e. **Electronic File Import** – Provides the ability to import all common electronic files such as flash, shockwave video, audio, PDF, PowerPoint, etc. All file types are supported as long as the user has the appropriate application to launch/view the media. The Media Plugins filter will automatically embed multimedia that has been linked to it. PowerPoint slideshows can be imported as text and images.
- f. **Administrator Editing Options** – Instructors and administrators have access to course editing options to make course changes on the fly.
- g. **Download and Upload Files** – Instructors can create libraries of files within the Moodle course and make them available to all course participants. By posting assignments, instructors can also allow participants to submit nearly any kind of file for viewing by the instructor and/or for review by the other course participants.
- h. **Course Assessments, Quizzes and Question Banks** – The online course environment leverages question banks for testing and assessment creation. Participants can take quizzes created from multiple question banks. The instructor can specify the questions to include and the number of attempts to allow. The course instructor or author can determine whether to allow for randomized or sequential quiz questions. Questions can contain other media elements such as images, videos, and audio.
 - i. **Multiple Question Types** – There are a variety of question types that can be used and different scoring options as well. Question types available include Calculated, Essay, Matching, Embedded Answers, Multiple Choice, Short Answer, Numerical Question, Random Short-Answer Matching, Ordering, Jumbled Sentence, Fill-in-the-Blank, and True/False. Custom question types can also be defined.

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- ii. **Pre-, Post- and Embedded Assessments** – Within the course environment, assessments can be set up as learning activities throughout the course content, including as a pre- or post-test of participant knowledge. The online course environment is rich with tools for providing direct links between questions and course content. A lesson is made up of pages. Pages can include embedded questions/assessments. Each question page can give an individual response and an individual score for each choice (the user’s answer) and then direct the user on to the appropriate content, based on their answer (whether that be to move forward in the lesson or to be sent back to a specific page to review content before moving on).
- iii. **Assessment Feedback/Scoring** – The course author/instructor can set up the system to automatically provide feedback based on how an individual responds to a question. In addition, for Essay Question types, the grader is able to enter a custom comment in response to the essay and assign a score for the essay. The online learning environment supports the ability to set a passing grade for an assessment.
- i. **Groups** – Create groups and assign course participants to those groups. Groups can have their own workspaces, and activities and resources can be designated for individual groups, if desired.
- j. **Quick Polls** – Add a question with a variety of response options to encourage participant involvement. Flexible options allow the instructor to publish the results to students or not, and to decide who will be able to access the poll.
- k. **Instant Messaging** – Course participants can instant message other course participants and instructors.
- l. **Discussion Forums** – Multiple forums can be set up to allow instructors and participants to add to threaded discussions. Forums can also be set up for individual groups or participants. Forums are also searchable.

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- m. **Mentoring** – Mentors can be assigned mentees within the course. Mentors have access to coursework done by mentees.
 - n. **Wikis** – The instructor can add any number of wikis as course activities. Course participants can create and edit text and graphics in this shared work environment.
 - o. **Workshops** – Course participants can work together on assignments and review each other’s work in a tracked area.
 - p. **Course Completion** – The online course tool includes many ways to determine the completion of a course, including the ability to specify which activities and assessments comprise the “final grade,” weighting for each of the elements, grading on a curve, etc.
7. **Supplemental Features** – TNL can address additional functionality needs within the online course environment. Over 300 optional modules are available; the following represents a sampling of available modules.
- a. **Podcasting** – TNL has two ways to make podcasts available through Moodle. One is to use the basic forum activities. When Really Simple Syndication feeds are enabled in forums, podcasts can simply be added as media files within forum posts. The other option is using the iPodcast module, which allows full podcasting functionality, including compatibility with iTunes.
 - b. **Audio Recorder** – A built in recorder allows you to create MP3 files for use in course resource libraries.
 - c. **Games** – Simple games can be played based on correct answers to quizzes. Games include hangman, chutes and ladders, crossword puzzles, etc.
 - d. **Google Applications Integration** – Google applications can be added as resources.
 - e. **Instructor Hours** – The Scheduler module allows participants to schedule one-on-one time with the course instructor.

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- f. **Course Transcript Archive** – Transcripts of the course can be recorded for later viewing.
 - g. **Multiple Language Support** – The online course environment can be translated into 85 languages. It also can support UTF-8, a standard for the display of non-Latin character sets, such as Chinese or Arabic characters.
8. **Instructor Tools** – Moodle provides many tools to support an instructor in administering a course, managing the course experience, and encouraging collaboration and interaction among course participants. Examples include:
- a. **Turn editing on** – Allows an instructor to make changes to the course.
 - b. **Settings** – Allows an instructor to change the look of the course.
 - c. **Assign Roles** – Allows an instructor to set roles for the course.
 - d. **Groups** – Allows an instructor to establish group settings for the course.
 - e. **Backup** – Allows an instructor to back up course data.
 - f. **Restore** – Allows an instructor to restore old course data that was previously backed up.
 - g. **Import** – Allows an instructor to transfer data from another course he/she is currently teaching.
 - h. **Reset** – Allows an instructor to remove user data from a course, while retaining activities and resources.
 - i. **Reports** – Shows an instructor all of the activity in a class for a set amount of time.
 - j. **Questions** – Takes an instructor directly to his/her question bank, which can be used to generate questions for course quizzes.

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- k. **Scales** – Allows instructors to define special scales for evaluation.
 - l. **Files** – Allows instructors to upload files to the “classroom,” or to view any files that are already there.
 - m. **Grades** – Lists the grades of the tests and quizzes of each enrolled student.
9. **Compliance Training Support & Tracking** – Designed to allow administrators to provide access to and track completion of required training. This includes the ability to facilitate mandatory offerings that a large number of users are required to complete, including the ability to send announcements to users about the mandatory training and manage rosters with a large number of users.
10. **Online Content & Delivery Management Reports** – Leaders and administrators can access activity logs that show how often and how long participants are accessing various course activities, reports on results of participant assessments and activities, etc., in addition to the online registration reports available through TNL’s Professional Learning Activities Management reports.
- c. **Performance Management Suite** – Provides configurable tools and assessments to support all aspects of performance management to ensure great teachers and leaders.
- i. **Assessment & Competency Management** – Provides a wide range of options for understanding and evaluating organizational and individual needs, including skills, competencies, and practices. Surveys and assessments inform teachers and administrators where professional development needs to occur or human capital management efforts to be applied. The TNL platform intelligently makes a diagnosis of an individual’s skill or competency level based on online assessment results and then suggests learning activities according to the results of the diagnosis. Professional learning activities and resources can be recommended at any level of an assessment rubric – for example, users who score low on a particular section of an assessment are automatically directed to the most relevant learning activities in the professional learning catalog, making it easy for educators to find meaningful and relevant professional learning activities without having to search through an entire catalog or library of resources. Other system resources, such as books, videos, or external websites, can also be targeted to users based on the results of assessments.

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1. **Survey Manager** – TNL’s Assessment & Competency Management application includes a Survey Manager module so the Customer can design, launch and view reports on surveys. The Survey Manager supports a wide variety of question types (e.g. Likert scale, true/false, multiple choice, essay, etc.). Survey data can be exported in delimited file format. Surveys can be tied to a specific learning activity or made available more globally (e.g., for districtwide needs assessment surveys).
2. **Assessment and Observation Manager** – Diagnostic assessments allow users to evaluate themselves by answering carefully constructed assessment questions. The answers are scored against rubrics or standards. Results are available to users as well as assessment administrators through charts and reports. Results can be used to recommend learning activities, learning plans and other system-managed resources to individual users.
 - a. **Assessment Bank** – Customers can add questions and question sets to an assessment library for reuse. Access control can be given to district and or schools to be able to create their own assessments and observations.
3. **Competency Rubric Management** – Allows Customers to present competency models and rubrics to end users, with the ability for end users to view and explore the models/rubrics, including linking to resources that demonstrate the desired skills for each competency level. Competency models can be recommended to users based on their role within their user profile information. In addition, competency models can be the foundation for assessments, allowing users to gauge their current competency level and future growth potential.
4. **360° Review/Peer Review** – Supports the peer review process and 360°/multi-rater assessments, allowing educators to gain valuable insights from others. It can be used to capture data and findings from in-class observations and walk-throughs. The system uses extensive access control features to protect the privacy of assessment data.
 - a. **Handheld Device Support** – TNL works with several partners that support the classroom observation process with handheld devices. Our system is content-neutral and methodology-agnostic to ensure that we meet the needs of each individual Customer situation. TNL has partnerships with Teachscape, D2SC and MediaX that can all support the use of handheld devices for classroom observations.

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5. **Demographic-Based Publishing** – Surveys and assessments can be directed to groups of users by position, system administrative rights, location, learning activity section roster, and other demographic data.
 6. **Assessment Question Sets** – TNL can provide pre-created question sets for the assessment tools. Currently available question sets are aligned to the following topics: ISTE NETS, PETI, PD Outcomes, Teacher Retention, and Entry (Hire)/Exit Survey. TNL can also work with Customers to develop custom question sets.
 7. **Assessment & Survey Reporting** – Administrators can run a variety of powerful reports that not only reveal areas for special concern, but also show improvement over time due to system-related activities (such as professional learning activities, initiatives, mentoring efforts, etc.). Using the aggregated results of online assessments, human capital management planning can more efficiently target areas that may not have been understood, or that may have been incorrectly interpreted before. Reports can be disaggregated to show the needs at more local levels and results can be shared with those local administrators.
- ii. **Individual Growth Planning Management** – Designed with considerable flexibility, TNL’s Individual Growth Planning Management application provides a forms-based, methodology-neutral system to support any growth planning process or approach.
1. **Configurable Plan Template Forms and Workflow Automation** – The TNL solution leverages a configurable, forms-based workflow solution, providing the ability to customize the learning plan process to the Customer’s approach. The system has the capacity for an unlimited number of forms within a workflow and support for an unlimited number of steps and approvals to support each Customer’s unique process.
 2. **Required & Self-Directed Plans** – Customers can define both required and self-directed learning plan templates in advance for educators, and then target specific users to complete plans based on their user profile (role, location) information.
 3. **Multiple Plans Per User** – A user can be assigned or choose to complete multiple plans, depending on their specific professional needs.
 4. **Pre-Defined Learning Pathways** – Customer can create pre-defined learning pathways; for instance, a Customer could create

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learning plan pathways for teachers who are interested in becoming master teachers or school administrators. Administrators can align specific professional learning activities and resources to the plan.

5. **SMART Goals Setting & Tracking** – Users develop Individual Growth Plans to track SMART goals, activities to meet those goals, and deadlines for activities.
6. **Competency & Skills Management** – When purchased with TNL’s Assessment & Competency Management, the Customer has the ability to link competency models and assessments to growth plans. This can include recommending professional growth activities based on assessment outcomes from assessments that are required as part of the learning plan.
7. **Data Collection Features** – Forms within the system can include data collection features such as multiple choice, free answer, true/false, Likert scale, radio button, etc. Administrators can then run reports on the data collected via the learning plans.
8. **Communication Tools** – TNL’s solution provides multiple communication tools to support the learning plan process. Threaded discussion tools can be provided within the forms, as desired by the Customer. In addition, growth plans and their related SMART goals can be easily shared with others for feedback and approval, including coaches, mentors, supervisors, principals, etc. This includes online approval workflow and communication tools to suggest improvements to the plan, recommend learning opportunities and encourage the completion of activities and attainment of goals.
9. **Discussion Boards** – TNL’s growth planning management includes discussion board capacity for mentors, principals or other peers to have threaded discussions on a user’s or school’s growth process.
10. **e-Signature Approvals** – The forms include the capability to support electronic signatures and approvals.
11. **File Upload/Attachments** – Individual growth plans can be configured to allow users to upload files to their plans, such as lesson plan templates, evidence of professional growth, etc.
12. **Demographic-Based Publishing** – Learning plans can be published to users based on their system demographics, including

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by role, location, or administrative rights.

13. **Start Dates/Deadlines** – Learning plans can be set to publish on a specific date and can also be set to be completed by a specific date, as configured at the discretion of the administration.
 14. **Notifications** – The system includes a range of notifications and reminders, including: notification that plan is ready for sign-off, notification that sign-off has been rejected, notification that a user has been given access to a plan, option to create a notification for all users that have a specific progress status (in progress, not started, completed, etc.), a sign-off reminder, and due date reminders.
 15. **Print-Email Capability** – Plans (and even specific parts of plans) can be downloaded in PDF format and either printed or attached to an email.
 16. **Forms Automation & Design Services** – TNL works hand in hand with Customers to move paper-based forms that support Individual Growth Planning into the TNL web-based framework.
- iii. **Employee Evaluation Management** – Designed with maximum flexibility, the TNL Employee Evaluation Management application provides a methodology-neutral system to support any evaluation process or approach. It allows Customers to manage educator, administrator, and employee evaluation cycles by moving paper-based processes into an online forms-based workflow. TNL provides the services to create the evaluation forms and publish them to users based on their user profile information. Teachers, administrators, supervisors and mentors then complete their evaluation forms online and submit them for review.
1. **Configurable Evaluation Forms and Workflow Automation** – The TNL solution leverages a configurable, forms-based workflow solution, providing the ability to customize the evaluation process to the Customer’s approach. The system has the capacity for an unlimited number of forms within a workflow and support for an unlimited number of steps and approvals to support the Customer’s process.
 2. **Communication & Review Tools** – TNL’s solution provides multiple communication tools to support the evaluation process. Threaded discussion tools can be provided within the forms, as desired by the Customer. In addition, evaluation forms can be shared as needed with others to participate in the evaluation process including coaches, mentors, supervisors, principals, etc.

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Custom workflow can be created with related access control to give supervisors, mentors, principals and other pertinent administrators, appropriate access to evaluations.

3. **Discussion Boards** – TNL’s evaluation management includes discussion board capacity for mentors, principals or other peers to have threaded discussions on a user’s evaluation process for a collaborative evaluation process.
4. **e-Signature Approvals** – The forms include the capability to support electronic signatures and approvals. Online approval signatures can be tracked electronically.
5. **Competency & Skills Management** – When purchased with TNL’s Assessment & Competency Management, the Customer has the ability to link competency models/rubrics and assessments to the evaluation process.
6. **Parent Feedback and Student Survey** –The evaluation system supports the ability to capture survey data of parents, students or other users for use in evaluation scores.
7. **Observation/ 360° Review/Peer Review** – When purchased with TNL’s Assessment/Observation & Competency Management, supports the peer review process and 360°/multi-rater assessments, allowing educators to gain valuable insights from others. It can be used to capture data and findings from in-class observations and walk-throughs. The system uses extensive access control features to protect the privacy of assessment data.

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- a. **Handheld Device Support** – We work with several partners that support the classroom observation process with handheld devices. Our system is content-neutral and methodology-agnostic to ensure that we meet the needs of each individual Customer situation. We have partnerships with Teachscape, D2SC and MediaX that can all support the use of handheld devices for classroom observations.
8. **Data Collection Features** – Forms within the system can include data collection features such as multiple choice, free answer, true/false, Likert scale, radio button, etc. Administrators can then run reports on the data collected via the learning plans. These tools can be used to support ratings on multiple measures of effectiveness. Different weights can be assigned to each measure. A summative score or scores can be calculated based on the measures and the weightings.
9. **File Upload/Attachments** – The evaluation forms can be configured to allow users to upload files, such as in-class observation forms, classroom walkthroughs, lesson plan templates, evidence of professional growth, etc.
10. **Start Dates/Deadlines** – Evaluation forms can be set to publish on a specific date and can also be set to be completed by a specific date, as configured at the discretion of the administration.
11. **Notifications** – The system includes a range of notifications and reminders, including: notification that an evaluation is ready for sign-off, notification that sign-off has been rejected, notification that a user has been given access to an evaluation, option to create a notification for all users that have a specific progress status (in progress, not started, completed, etc.), a sign-off reminder.
12. **Demographic-Based Publishing** – Evaluation forms can be published to users based on their system demographics, including by role, location, administrative rights, and/or other demographic data.
13. **Print/Email Capability** – Forms (and even parts of forms) can be downloaded in PDF format and either printed or attached to an email.
14. **Forms Automation & Design Services** – TNL works hand in hand with Customers to move paper-based forms that support Employee Evaluation into the TNL web-based framework

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- d. **Certification and Licensure Management** – Allows import of certification record data to provide the current status, expiration notices, and instructions for gaining/regaining any type of certificate or license.
- i. **Credential & Licensure Tracking** – The system works with internal and external data systems to be able to make certification and re-licensure status available from within one district or state portal. This allows administrators to manage teacher credentials, review expiring teacher credentials, and manage credential types. Information that informs state licensure processes can also be sent to and from the system to present a more accurate view of the person’s status. The TNL system is flexible enough to create any kind of credential or other trackable item. It can be used to track a renewable license, a teaching credential that may or may not expire, fingerprint, even criminal background checks.
 - ii. **Educator & Employee Notification** – Principals and teachers can view information to let them know when re-licensure is due and what will be required. The system can be set up to automatically email notifications to users when their credentials are getting closer to expiration.
 - iii. **HQT Tracking** – Highly Qualified Teacher status is one example of a certification/license category that could be displayed by the system. When HQT information is imported into the system, teachers can understand their HQT status and administrators can view HQT status for their building at the point at which the data was uploaded to the TNL system.
 - iv. **Administrator & Compliance Reporting** – Administrators can search by first or last name, part of a name, or an employee ID to view all credentials currently assigned to any system user. The system can be queried to find any credentials that expire in the near future. All credentials can be searched for by type and/or by credentials of users at a specific location. Calendars allow administrators to specify a date range for expirations to further limit the search and to keep informed in advance so that expiring credentials do not cause problems.
- e. **Reporting & Analysis** – TNL’s comprehensive management system includes extensive reporting designed to provide data about the modules that are included in an individual customer’s system. As a result, the specific type and number of reports will vary. The reporting engine allows administrators to compile a wide range of reports that pull data from multiple applications within the system. Commonly used reports are included as standard reports available with the web-based system. A report wizard assists the user in creating queries. The system can memorize report queries for repeat use and quick report creation. Permission to run different reports can be assigned to different levels of administrative rights within the system. Reports can be downloaded in PDF form for hard-copy distribution, or in a Comma Separated Values (CSV) format to be imported into

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commonly used spreadsheet and database applications, such as Excel or Access. Many report displays allow sorting by any column, which will carry through to exported data.

4. Estimated Timeline. The Customer's project will be scheduled with the appropriate project manager and engineering resources upon contract signing. TNL has provided Customer an estimated project timeline included as Exhibit F. Timeline dates may vary depending on Customer configuration and customization requirements and are subject to change based on requirements gathered from the Project Kick-off and discovery phase. TNL project manager will provide Customer a complete project timeline upon completion of the Project Charter.

5. Fees. The fees for the Development Services are shown on Exhibit D.

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EXHIBIT B
LICENSING SERVICES

1. Licensing Specifications

- a. Operation of the Site - The Site and the Modules identified and described in Exhibit A, shall be accessible to third parties via the World Wide Web portion of the Internet (24) twenty-four hours a day, (7) seven days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Licensing Services due to causes beyond the control of TNL, including, interruption or failure of telecommunications or digital transmission links and Internet slow-downs or failures or spikes in utilization beyond the bandwidth provided in *section 2.b*. In the event of any loss or interruption of Licensing Services for a continual period of (24) hours or more for causes other than scheduled maintenance and required repairs and causes beyond the control of TNL, Customer's sole remedy and TNL's sole liability for any loss or interruption of Licensing Services shall be to provide Customer with a credit against future Licensing Services equal to a pro-rata portion of the Licensing Services fees for the period of such loss or interruption.
- b. Security - Customer shall be responsible for Site end user registration and maintenance of passwords and accounts for end user access.
- c. Updates - TNL will promptly provide any updates, revisions and replacements necessary for the Site to function and perform in accordance with the Licensing Specifications.
- d. Domain Name - Unless otherwise specified by Customer the domain name for the site shall be "**brevard.truenorthlogic.org**." In the event Customer desires to use any other domain name, Customer shall be responsible for obtaining, registering and maintaining such name. Customer, if it desires, shall submit and register the Site URL with Internet search engines, directories, catalog services, indexes and other search engines which are approved by Customer.
- e. Usage Information - TNL shall manage the recording of, and provide to Customer as required: (i) all available information about users consistent with these Specifications; and (ii) information directly or indirectly obtained from users accessing the Site consistent with these Specifications (collectively, the "Usage Information"). TNL otherwise shall have unlimited rights of use to such Usage Information, subject to all privacy and data protection laws applicable to the gathering, processing, storing and transmitting of Usage Information.
 - i. Number and Type of User Licenses - Customer is being issued **9,195** active user licenses for TNL software. A user license is considered active if the user has logged into the system within the last 12 months.

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- f. Artistic and Content Control - Except as expressly provided otherwise under the Agreement, Customer shall have exclusive artistic and editorial control over the Site, including the Site Design and integration of Customer Content. Changes made to the artistic and editorial content of the site following Customer's initial acceptance of the Site, shall be made by TNL at its standard rates. Customer shall be guaranteed the special rate of (\$185) one hundred eighty five dollars per hour during the term of this contract.
- g. Limitations on Customer Content - Customer shall not include in its Customer Content any content or materials which are obscene, threatening, malicious, which infringe on or violate any applicable law or regulation or proprietary, contract, moral, privacy or other third party right, or which otherwise exposes TNL to civil or criminal liability. TNL likewise shall not include in Customer Content any content or materials which are obscene, threatening, malicious, which infringe on or violate any applicable law or regulation or proprietary, contract, moral, privacy or other third party right, or which otherwise exposes TNL or Customer to civil or criminal liability. Any such materials placed on the Site which do not satisfy the foregoing requirements shall be deemed to be a material breach of this Agreement and may be removed by TNL.
- h. Limitation of Liability - NEITHER CUSTOMER NOR TNL SHALL HAVE LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, THE SITE OR CUSTOMER'S DATA FILES, PROGRAMS OR INFORMATION THROUGH ACCIDENT, OR FRAUDULENT MEANS OR DEVICES.

2. Maintenance Obligation - TNL will:

- a. Promptly respond to requests from Customer Project Manager for support requests regarding maintenance of the Site.
- b. Coordinate and maintain the Site and connectivity of those systems to the Internet. The Site will be available from any browser Customer that has access to the Internet, regardless of operating system or location of Customer. TNL base bandwidth will be delivered on an Ethernet connection that is burstable to 10Mbps, for spikes in utilization. Stated bandwidths apply only to the customer-to-TNL router port attachment. No guarantee of end-to-end bandwidth on the Internet is made.
- c. Provide storage space and backups for Site data as follows:
 - i. TNL will provide up to 4GB of hard disk storage, 2GB for uploaded resources like images and other content, and 2GB for database storage. Additional storage space can be purchased if necessary or desired, for storage of historical information or as the size of the customer database grows.

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- ii. Backup processes will occur nightly. All unique content and databases are backed up to a third party location and duplicated to tape. Tapes are rotated on a (14) fourteen day schedule, allowing a customer to request a rollback of up to (2) two weeks. Additionally, all databases are downloaded off-site from the datacenter to our offices on a weekly basis.

- iii. Customers are allowed one data restoration per contract period at their request. Should hardware or other failure occur, TNL will restore Customer's solution using the nearest available nightly backup. Restorations that occur as part of an upgrade, hardware failure, or other activity initiated by TNL will not count towards the one data restoration per contract period. Currently TNL contracts with Rackspace for hosting of its web and database servers that will contain Customer's solution and data. Rackspace is a Tier 1 datacenter, meaning that it is a fully managed datacenter with 24x7x365 support and an (100%) one hundred percent network uptime guarantee. During the term of this Agreement, TNL will continue to use Rackspace or an equivalent Tier 1 datacenter.

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EXHIBIT C
FORM OF SERVICE CHANGE REQUEST

SERVICE CHANGE REQUEST (SCR)

Date of Request: X, 200_

Status as of X, 200_

This document contains a list of proposed changes to the Customer Web Site Design. All items are marked to indicate:

- 1) Contract Addendum (contract to which each change request is associated)
- 2) Requested Completion Date (supplied by Customer)
- 3) Projected Completion Date (determined by TNL) based upon Requested Completion Date, SCR approval and TNL's development schedule)
- 4) Cost (new requests may be evaluated as minor changes and will be included (listed as \$0, no additional cost) as a baseline site improvement and included as part of Customer's Licensing commitment -or- new requests may be evaluated as major changes that require system development (with one time cost(s) listed). In certain situations, major changes may include yearly increases in Customer's Licensing if SCR creates additional load to the Customer's site which is beyond the currently contracted system design and/or service level agreement.
- 5) Increase future contract renewal price by 20% of SCR price; assumes maintenance costs for upgrade and additional system functionality

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

Change Request	Contract Addendum	Requested Completion Date	Projected Completion Date	Cost	Completed
Increase to contract renewal price; assumes maintenance costs for upgrade and additional system functionality				20% of total SCR price	

TNL

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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EXHIBIT D
FEES

1. Site Development Fees - The Site Development Fees for the initial site setup will be payable as follows:

Description	Year 1 Fees
Implementation Services including: 2 day onsite Kickoff Meeting, System Configuration, Project Management, set up of 4 evaluation workflows, 3 Integrations (SSO, HRIS, and VAM), 2 Historical data migrations (transcript and evaluation history), Training: Including 6 days of onsite training with one trainer, and 5 online training modules of up to 5 minutes each.	\$228,750

Training must be taken within the term of this contract. Any training not taken in this time frame will be forfeited.

2. Licensing Fees - The Hosting / Licensing Fee will be based on the following schedule:

Description	Licenses	Year 1 Fees	Year 2 Fees	Year 3 - 5 Fees
Truenorthlogic Annual Software License including: Portal, Professional Learning Management, Performance Management, Offline Observation, Certification and Licensure and Test Environment for up to 9195 users.	9,195	\$250,000	\$250,000	\$90,000

Licensing: Fees listed for licensing are annual rates due upon renewal. Beginning September 1, 2018, each renewal period is subject to a (3%) three percent annual increase in Licensing Fees.

3. Invoicing terms:
a. Licensing Fees – Licensing fees are due at the start of each licensing period.

Invoice Date	Invoice Amount	Invoice Terms
September 1, 2013	\$250,000	NET 45
September 1, 2014	\$250,000	NET 45
September 1, 2015	\$90,000	NET 45
September 1, 2016	\$90,000	NET 45
September 1, 2017	\$90,000	NET 45

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September 1, 2013

- b. Site Development Fees – One-twelfth of the Site Development and Training Fees for are to be paid on the last day of the month following contract inception. The invoicing schedule for Site Development Fees are as follows:

Performance Deliverable	Target Date	Invoice Amount	Invoice Terms
PLMS Requirements and Wireframe Sign-off	October 15, 2013	\$17,156.25	NET 45
PLMS UAT Sign-off	January 1, 2014	\$17,156.25	NET 45
PLMS Training Plan and Materials Sign-off	January 15, 2014	\$6,862.50	NET 45
PLMS Go-live	February 1, 2014	\$27,450.00	NET 45
Teacher Evaluation Plan Requirements and Wireframe Sign-off	February 15, 2014	\$22,875.00	NET 45
Teacher Evaluation Plan UAT Sign-off	May 30, 2014	\$22,875.00	NET 45
Teacher Evaluation Plan Training Plan and Materials Sign-off	June 30, 2014	\$9,150.00	NET 45
Teacher Evaluation Plan Go-live	July 31, 2014	\$36,600.00	NET 45
Administrator Evaluation Plan Requirements and Wireframe Sign-off	February 15, 2014	\$17,156.25	NET 45
Administrator Evaluation Plan UAT Sign-off	May 30, 2014	\$17,156.25	NET 45
Administrator Evaluation Plan Training Plan and Materials Sign-off	June 30, 2014	\$6,862.50	NET 45
Administrator Evaluation Plan Go-live	July 31, 2014	\$27,450.00	NET 45

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EXHIBIT E
SERVICE LEVEL AGREEMENT (“SLA”)

The TNL product suite is hosted in a secure data center facility. Customer may access the system (24) twenty four hours a day, (365) three hundred sixty five days a year, from any computer equipped with Internet access. The Committed Metrics are based on a (3%) three percent concurrency rate (the number of total licenses users that are using the system at the same time).

Website availability

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

Region	Committed Metric	Unscheduled Outage Time/Month*	Service Credit
United States	99%	More than 8 hours	1-Day Service Credit
		Each additional whole hour over 8 hours	Additional 1-Day Service Credit

*Does not apply to scheduled maintenance

- b. **Availability Credit.** If an eligible Customer believes TNL has failed to meet its committed website availability, Customer must contact its TNL representative in writing within (15) fifteen business days of such failure. Upon TNL’s verification that the actual availability over the measurement period was less than the committed availability, TNL will issue a Service Credit to the customer. The Service Credit will equal the applicable amount from the table above for the monthly recurring charges for the affected website in the applicable month. Approved Service Credit(s) will be applied to Customer’s invoice during the next billing cycle. Any decision made by TNL concerning this SLA or associated credits will be final, binding and conclusive, and is within TNL’s sole discretion. Service Credits issued in any month under any SLA will not exceed Customer’s total monthly recurring charges for the affected website.

Telephone and email support availability

TNL provides unlimited technical support for the Customer’s System Administrators and Project Managers during business hours. This includes toll-free phone support with a trained Support Services Team member or through email.

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Contacting a Technician

Call the TNL Helpdesk at 888-248-8783 or through email at support@Truenorthlogic.com

Problem Escalation Procedures

Consistent, clear and open communication between TNL and the Customer is critical to the success of all TNL implementations. TNL project teams are responsible for sharing relevant and important information that will affect the timeline, schedule, cost, quality, and resources for the shared project.

All technical support requests follow the same escalation procedure:

- 1) Toll-free phone tech support or email - first (24) twenty four hours
- 2) Customer Manager – (2) two business days
- 3) Director, Customer Services – (3) three business days
- 4) VP of Operations – (4) four business days
- 5) CEO – (5) five business days

a. Response and Resolution Times

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

Note: Hours are stated in terms of business hours (8:00am to 8:30pm Eastern Time, Monday through Friday, excluding Federal holidays) with the exception of Priority 1, “Initiate Fix.”

b. Problem Severity Definitions:

Priority 1:

- System is unavailable

Priority 2:

- Inability to render a portion of services and or applications

Priority 3:

- “How do I” questions

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- Training related questions

Priority 4:

- Requests for application development and enhancements

c. Additional Information Regarding Response and Resolution:

- 1) An initial response will consist of a phone call or email to the requester to confirm the request, discuss details, assign a priority and issue a ticket number.
- 2) The time required to resolve a Priority 1 outage will be dependant on the severity of the problem.
- 3) During high priority outages, problem status will be communicated periodically to the affected parties as soon as new information becomes available.
- 4) Resolution of Priority 2 calls will be addressed in the order received and after all Priority 1 calls have been addressed.

Scheduled Maintenance

TNL performs routine maintenance on databases, servers and operating software. All scheduled maintenance will occur on weekends or late evening/early morning to minimize impact on Customers' end users. All required maintenance will be communicated and scheduled with Customer in advance. No work will be required on the part of our Customer when maintenance occurs, other than communication to end users if deemed necessary

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EXHIBIT F
ESTIMATED WORKPLAN AND PROJECT TIMELINE

Phase 1 - Professional Learning Management System

Task	owner_name	Date Start	Date End
Discover	TNL Project Manager	9/10/2013	10/15/2013
Project Scheduling	TNL Project Manager	9/10/2013	9/20/2013
Client Kick-off meeting complete	TNL Project Manager	9/10/2013	9/12/2013
Send Project Scope to client PM for approval	TNL Project Manager	9/15/2013	9/20/2013
Schedule available in Liquid Planner	TNL Project Manager	9/15/2013	9/20/2013
Project Risk Planning	TNL Project Manager	9/20/2013	10/1/2013
Create project communication plan/approach	Client	9/10/2013	9/20/2013
Update Risk Identification after Kick-off Meeting	TNL Project Manager	9/12/2013	9/20/2013
Develop detailed Risk Management Plan	TNL Project Manager	9/10/2013	10/1/2013
Manage/update Project Risk Log throughout the project	TNL Project Manager	Ongoing	Ongoing
Review Project Risk Log with client team on a regular basis	TNL Project Manager	Ongoing	Ongoing
Requirements	TNL Solutions Architect	9/10/2013	10/15/2013
Review Portal Decisions Points Document	TNL Solutions Architect	9/10/2013	9/15/2013
Review PLMS Decision Points with Client	TNL Solutions Architect	9/10/2013	9/15/2013
Complete Wireframe for Course Form, Section Form, Roster, Notifications	TNL Solutions Architect	9/10/2013	10/1/2013
Determine and finalize Course Approval Requirements	TNL Solutions Architect	9/10/2013	10/1/2013
Update document with changes	TNL Solutions Architect	9/10/2013	10/1/2013
Obtain Client approval/sign-off on Portal and PLMS Decisions Points, Wireframe	TNL Project Manager	10/15/2013	10/15/2013
Person, Location, Demographics Import & Authentication	TNL Solutions Architect	8/25/2013	10/15/2013

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Review with client prior to Kick-off	TNL Solutions Architect	8/25/2013	9/10/2013
Provide template to client	TNL Solutions Architect	8/25/2013	9/10/2013
Review changes and update	TNL Solutions Architect	9/10/2013	10/15/2013
Obtain client approval/sign-off	TNL Solutions Architect	10/15/2013	10/15/2013
Create file import	Client	10/15/2013	10/15/2013
Historical Course Import	TNL Solutions Architect	8/25/2013	10/15/2013
Review with client prior to Kick-off	TNL Solutions Architect	8/25/2013	9/10/2013
Provide template to client	TNL Solutions Architect	8/25/2013	9/10/2013
Review changes and update	TNL Solutions Architect	9/10/2013	10/15/2013
Obtain client approval/sign-off	TNL Solutions Architect	10/15/2013	10/15/2013
Create file import	Client	10/15/2013	10/15/2013
Model	TNL Project Manager		
Environment	TNL Engineering	8/15/2013	10/1/2013
Set-up Production Environment	TNL Engineering	9/15/2013	10/1/2013
Set-up Test Environment	TNL Engineering	9/15/2013	10/1/2013
Engineering Imports (new)	TNL Engineering	10/15/2013	11/30/2013
Create Historical Course file import (Scheduled with .10)	TNL Engineering	10/15/2013	11/30/2013
Create Person, Location and Demographics Import (Scheduled with .10)	TNL Engineering	10/15/2013	11/30/2013
Configure Portal	TNL Engineering	10/15/2013	11/30/2013
Configuration	TNL Business Analyst	10/15/2013	11/30/2013
Review with client	TNL Business Analyst	Ongoing	Ongoing
Obtain Client approval/sign-off	TNL Project Manager	11/30/2013	11/30/2013
Configure PLMS Module	TNL Business Analyst	10/15/2013	11/30/2013

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Configuration	TNL Business Analyst	10/15/2013	11/30/2013
Review with client	TNL Business Analyst	Ongoing	Ongoing
Obtain Client approval/sign-off	TNL Project Manager	11/30/2013	11/30/2013
Test	TNL Project Manager	12/1/2013	1/1/2014
UAT Planning	TNL Project Manager	12/1/2013	12/1/2013
Develop UAT Test Script	TNL Solutions Architect	11/15/2013	12/1/2013
Test system functionality	TNL Solutions Architect	12/1/2013	1/1/2014
Data Import Test Plan	TNL Solutions Architect	11/15/2013	12/1/2013
Ensure data accuracy	TNL Solutions Architect	12/1/2013	1/1/2014
Obtain Client approval/sign-off	TNL Solutions Architect	1/1/2014	1/1/2014
Client UAT	Client	12/1/2013	1/1/2014
Client Team UAT Tests	Client	12/1/2013	1/1/2014
Update Configuration based on UAT results	TNL Solutions Architect	12/1/2013	1/1/2014
Obtain client approval of UAT and confirm "soft launch (i.e. ready for training)	TNL Project Manager	1/1/2014	1/1/2014
Testing Complete	TNL Project Manager	1/1/2014	1/1/2014
Deploy	TNL Project Manager	1/1/2014	2/1/2014
Training	TNL Trainer	1/1/2014	1/30/2014
Prepare training materials	TNL Trainer	1/1/2014	1/15/2014
Portal overview, System Admin, Communication Applications	TNL Trainer	1/15/2014	1/30/2014
Prof. Learning Mgmt Suite	TNL Trainer	1/15/2014	1/30/2014
Course Approval	TNL Trainer	1/15/2014	1/30/2014
Reporting	TNL Trainer	1/15/2014	1/30/2014
Content Channels, Layout Manager,	TNL Trainer	1/15/2014	1/30/2014
Conduct Super User Training	TNL Trainer	1/15/2014	1/30/2014
Conduct Train the Trainer Training	TNL Trainer	1/15/2014	1/30/2014

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End User Rollout (i.e. system goes live)	TNL Project Manager	1/1/2014	2/1/2014
Review/resolve all outstanding implementation issues	TNL Project Manager	1/1/2014	2/1/2014
Work with Client Services group to determine tasks and time estimates	TNL Project Manager	1/1/2014	2/1/2014
Rollout Complete	TNL Project Manager	1/1/2014	2/1/2014

Phase 2 – Teacher and Administrator Evaluations

Task	owner_name	Date Start	Date End
Discover	TNL Project Manager	1/1/2014	2/15/2014
Project Scheduling	TNL Project Manager	1/1/2014	1/15/2014
Contact client PM to set-up Kick-off Meeting, review agenda & prep materials	TNL Project Manager	1/1/2014	1/15/2014
Client Kick-off meeting complete	TNL Project Manager	1/1/2014	1/15/2014
Send Project Scope to client PM for approval	TNL Project Manager	1/1/2014	1/15/2014
Schedule available in Liquid Planner	TNL Project Manager	1/1/2014	1/15/2014
Project Risk Planning	TNL Project Manager	1/10/2014	1/30/2014
Create project communication plan/approach	Client	1/10/2014	1/30/2014
Update Risk Identification after Kick-off Meeting	TNL Project Manager	1/10/2014	1/30/2014
Develop detailed Risk Management Plan	TNL Project Manager	1/10/2014	1/30/2014
Manage/update Project Risk Log throughout the project	TNL Project Manager	Ongoing	Ongoing
Review Project Risk Log with client team on a regular basis	TNL Project Manager	Ongoing	Ongoing
Requirements	TNL Solutions Architect	1/10/2014	2/15/2014
Complete Wireframe for Teacher and Leader Evaluations	TNL Solutions Architect	1/10/2014	2/15/2014
Update document with changes	TNL Solutions Architect	1/10/2014	2/15/2014
Obtain Client approval/sign-off on Teacher & Leader Wireframe Evaluations	TNL Project Manager	2/15/2014	2/15/2014
Model	TNL Project Manager	2/15/2014	4/15/2014
Configure Performance Management Module	TNL Business Analyst	2/15/2014	4/15/2014
Configuration of Teacher & Leader Evaluations	TNL Business Analyst	2/15/2014	4/15/2014
Review with client	TNL Business Analyst	Ongoing	Ongoing
Obtain Client approval/sign-off	TNL Project Manager	4/15/2014	4/15/2014

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Test	TNL Project Manager	4/15/2014	5/30/2014
UAT Planning	TNL Project Manager	4/15/2014	4/15/2014
Develop UAT Test Script	TNL Solutions Architect	4/15/2014	5/1/2014
Test system functionality	TNL Solutions Architect	5/1/2014	5/30/2014
Client UAT	Client	5/1/2014	5/30/2014
Client Team UAT Tests	Client	5/1/2014	5/30/2014
Update Configuration based on UAT results	TNL Solutions Architect	5/1/2014	5/30/2014
Obtain client approval of UAT and confirm "soft launch (i.e. ready for training)	TNL Project Manager	5/30/2014	5/30/2014
Testing Complete	TNL Project Manager	5/30/2014	5/30/2014
Deploy	TNL Project Manager	6/1/2014	7/30/2014
Training	TNL Trainer	6/1/2014	6/30/2014
Prepare training materials	TNL Trainer	6/1/2014	6/15/2014
Train the Trainer	TNL Trainer	6/15/2014	6/30/2014
End User Rollout (i.e. system goes live)	TNL Project Manager	6/1/2014	7/30/2014
Review/resolve all outstanding implementation issues	TNL Project Manager	6/1/2014	7/30/2014
Work with Client Services group to determine tasks and time estimates	TNL Project Manager	7/1/2014	7/30/2014
Rollout Complete	TNL Project Manager	7/1/2014	7/30/2014

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