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FIRST AMENDMENT TO THE AGREEMENT EXERCISING THE FIRST OPTION TO RENEW THE SERVICES AGREEMENT

(*ACUMEN SOLUTIONS, INC.*)

This **First Amendment to the Agreement Exercising the First Option to Renew the Services Agreement** ("**First Amendment**") is entered into as of the date last signed below ("**Effective Date**") by the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, (the "**Board**" or "**CPS**"), and Acumen Solutions, Inc., a Virginia corporation having its principal place of business located at 8280 Greensboro Drive #400, McLean, Virginia 22102 (the "**Vendor**").
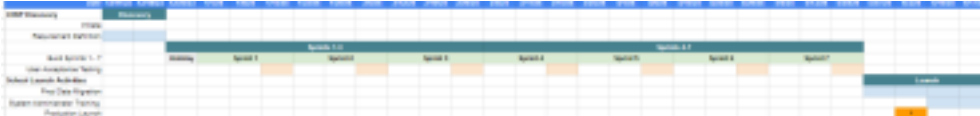
<u>RECITALS</u>

A. The Board and Vendor entered into that certain Services Agreement, effective September 30, 2021, for a term commencing on July 1, 2021 and continuing through June 30, 2023 (the "**Original Agreement**") (authorized by Board Report: 21-0623-PR9), with the Board having two (2) options to renew for a period of one (1) year each; and

B. The Board exercised its first option to renew the Original Agreement pursuant to that certain Agreement Exercising the First Option to Renew the Service Agreement ("**First Renewal Agreement**") for a term commencing July 1, 2023 and continuing through June 30, 2024 (authorized by Board Rule: 7-13(e)(i)(3)). The Original Agreement, and the First Renewal Agreement shall be collectively referred to as the **"Existing Agreement."**

C. The Board now desires to amend the Existing Agreement as set forth herein, and Vendor accepts and agrees to this First Amendment on the terms and conditions hereinafter set forth. The Existing Agreement and this First Amendment shall be collectively referred to herein as the "**Agreement**".

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration, the parties agree as follows:

1. **<u>Definitions.</u>** Any and all capitalized terms shall have the same meaning as defined in the Original Agreement unless otherwise defined herein.

2. **<u>Amendment to add Maximum Compensation Amount:</u>** Section 6.1 "Compensation; Maximum Compensation Amount" of the Agreement is hereby amended and restated as follows:

   a. **<u>Amended Compensation.</u>** Compensation for Services during the First Amendment Term shall be payable in accordance with the pricing attached hereto and incorporated herein as <u>Exhibit B-1</u> (the "**Pricing**"). The total maximum compensation payable to Vendor during the First Amendment Term shall not exceed one million five hundred thousand dollars and 00/100 ($1,500,000.00) ("**Amended Maximum Compensation Amount**"). This Amended Maximum Compensation Amount shall apply to the Term commencing on July 1, 2023 and continuing through June 30, 2024, until and in such case as the Parties execute an amendment or Second Renewal Agreement. The Board shall also not reimburse Vendor for any expenses.

   b. **<u>Payment Contingencies.</u>** Compensation is based upon the process details/activities outlined below, and Exhibit B-1:

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Timeline	Approximately 12/11/2023 - 6/30/2024
	Listed below are two potential approaches to the timeline dependent upon the CPS' desire for an interim release of functionality. The decision regarding the necessity for an interim release will be made on or before the end of the discovery period on 1/8/24. Approximate key dates are listed below.
	Potential approach 1: Interim release of functionality; 6 build sprints
	Approximate Key Dates:
	● Phase 1 (sprints 1-3) Ends - development complete: 2/26/24
	● Phase 1 System Admin Training, Data Migration, Launch Activities: 3/4/24-3/22/24 ● Phase 2 Discovery: 3/18/24-3/29/24
	● Phase 2: Sprint 4 Begins: 4/1/24
	● Phase 2: Sprint 4 UAT: Week of 4/15/24
	● Phase 2: Sprint 5 Begins:4/22/24
	● Phase 2: Sprint 5 UAT: Week of 5/6/24
	● Phase 2: Sprint 6 Begins: 5/13/24
	● Phase 2: Sprint 6 UAT: Week of 5/27/24 (holiday week, may push)
	● Phase 2: System Admin Training, Data Migration, Launch Activities: 6/3/24-6/21/24
	● Project wrap up and support transition: 6/24-6/28/2024
	**note holidays may affect schedule
	Potential approach 2: No Interim release of functionality; 7 build sprints
	Approximate Key Dates:
	● Anticipated Project Start: 12/11/23
	● Discovery Period: 12/11-1/8/24
	● Sprint 1 Begins: 1/2/24
	● Sprint 1 UAT: Week of 1/15/24
	● Sprint 2 Begins: 1/22/24
	● Sprint 2 UAT: Week of 2/5/24
	● Sprint 3 Begins: 2/12/24
	● Sprint 3 UAT: Week of 2/26/24
	● Sprint 4 Begins: 3/4/24
	● Sprint 4 UAT: Week of 3/18/24
	● Sprint 5 Begins:3/25/24

	● Sprint 5 UAT: Week of 4/8/24 ● Sprint 6 Begins: 4/15/24 ● Sprint 6 UAT: Week of 4/29 ● Sprint 7 Begins: 5/6/24 ● Sprint 7 UAT: Week of 5/20/24 ● System Admin Training, Data Migration, Launch Activities: 5/27/24-6/21/24 ● Project wrap up and support transition: 6/24-6/28/2024 **note holidays may affect schedule

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Process Details/activities:	Acumen Solutions will work with CPS stakeholders to define, design, and implement functionality for school and network users. The period of performance for this project will be approximately 29 weeks beginning with a 4 week discovery period. The two week discovery period will begin with a series of discovery workshops with CPS business stakeholders. During these sessions, future-state processes and capabilities will be defined, including key metrics and objectives, which will be included in the backlog and which will guide the entirety of the project. Additional workshops drill down and focus on lower-level system process flows and user stories. These user stories will need to be groomed, prioritized and brought to a ready state and assigned to sprints which will serve as requirements for future stages of the project. The following are specific tasks and activities that the Acumen Solutions resources will perform during the discovery phase:
	● lead visioning sessions and requirements workshops
	● review CPS current state and key processes
	● Capture high-level user stories for each stakeholder group. List of stakeholder groups will be agreed upon during project kick-off.
	● Outline the epics/themes for the remaining sprints to deliver the entire project (we do understand these may change based on further discovery and or outcomes from prior sprints)
	● Groom the user stories to bring them to a ready state
	● Conduct Planning sessions and prioritize user stories (separately defined functional requirements written from a system user's perspective) and assign these to sprints with inputs from CPS stakeholders
	● Document business, technical, and functional requirements, including data migration requirements
	● Design the functional aspects of the Solution
	● Design the technical components of the Solution including the user interface
	● Document the future state system architecture including a solution overview, future state data model and data flows, and an integration diagram.
	● project planning and risk mitigation activities
	At the close of the discovery period, CPS will review and sign off on:
	● user stories for Sprint 1
	● project plan and implementation schedule
	● high level sprint plan including the outline of epics/themes for the remaining sprints
	● risk and mitigation plan
	● traceability Matrix using CPS' template
	● backlog for Central Office, Networks and Schools
	● build hours for each item and/or functionality on the backlog.
	● transition plan for schools and networks: CPS should transition to the new system in a controlled manner using a phased approach to minimize disruption and following CPS IT Change Management process.
	● a list of reports that'll be delivered and the platform/tool for delivery
	● a RACI Matrix outlining the roles and responsibilities of Salesforce and CPS team members.
	● Role Based Access Control (RBAC) Model for the solution for authentication and authorization
	As CPS and Acumen Solutions enter the sprint cycles, the CPS team will,

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on the schedule set forth:

- prioritize requirements for build
- sign off on user stories
- perform user acceptance testing (UAT)
- sign off that functionality has met acceptance criteria

A weekly status meeting will be held to:

- communicate project status
- communicate upcoming milestones and deliverables
- discuss upcoming meeting schedule
- discuss open items related to requirements
- discuss the status of risks and mitigations
- communicate project hours

In addition if approach 1 is selected, after Sprint 3, a second 2 (two)
week Discovery period will take place to gather requirements for the
June launch.

As stated above, Acumen Solutions will work with CPS stakeholders to prioritize and implement requirements for build within six, three week sprints. Total build hours for the project will not exceed 1,500. Total project hours for enhancements should not exceed 7,633 hours. If the 7 sprint option is chosen, total build hours will not exceed 1,750, and total project hours will not exceed 7,633 hours. Holiday schedules may impact the length of each sprint. Prioritized functionality is expected to fall into the following "buckets" of work and approximate timelines for completion can be found below. Should additional requirements arise that fall outside of the buckets listed below. Acumen Solutions will evaluate the requirements and provide an estimated level of effort such that CPS stakeholders can determine if those items should be prioritized within the hours listed in this contract. CPS will then prioritize requirements and sign off on user stories prior to the start of each sprint as indicated in the implementation plan. Note that a second developer was added to the initial sprints to allow for "frontloading" school functionality prior to the training timeline. Expected buckets of work to prioritize within are listed below:

A. School CIWP Template
B. Network Strategic Plan Templates
C. Central Office CI Plans Template
D. Related Reporting
E. Administrative Features

Training
Acumen Solutions will provide training using a train the trainer approach to personnel designated by CPS. In addition, Acumen Solutions will provide training to system administrators and/or technical resources who will maintain the CIWP system. Trainings will take place within a two week window at the close of sprint 3 (if there is an interim launch) and a two to three week window at the close of sprint 6 or 7.

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3. **Entire Agreement.**   Except as expressly provided in this First Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect.

4. **Counterparts and Electronic Signature.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both Parties*.*

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IN WITNESS WHEREOF, the Parties have entered into this First Amendment by their duly authorized representatives as of the last date written below.

BOARD OF EDUCATION OF CITY OF CHICAGO

ACUMEN SOLUTIONS, INC.

By: _____
Jianan Shi, President

By: _____
Tyla Crawford

Name: _____

Title: _____
Sr Analyst, Public Sector Services

Date: _____
12/18/2023

Attest: _____
Susan Narrajos, Secretary

Date: _____
December 22, 2023 | 10:39:56 AM CST

By: _____
Pedro Martinez, Chief Executive Officer

Board Report No. 23-1025-PR1

Approved as to legal form:

Ruchi Verma
General Counsel

Attachment

Exhibit B-1: Amended Pricing Exhibit

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EXHIBIT B-1

PRICING EXHIBIT

Price Quote

Date: 11/8/2023

Prepared by: Acumen Solutions, Inc., a Salesforce company
Vendor #: 98147

Estimated Cost	The work for this contract will be performed on a time and materials basis and will not exceed $1,499,845.92. The hours estimated for each resource are listed below. Note that, if advantageous to the project, hours may be allocated differently among resources, but will not exceed the total cost outlined and will not require a change order.

Engagement Director (Oversight)	280	$340.98	$95,474.40
Project Manager	1,180	$233.65	$275,707.00
Solution Architect	1,180	$242.26	$285,866.80
Business Analyst	1,180	$172.28	$203,290.40
Quality Assurance Analyst	1,060	$111.98	$118,698.80
Developer	1,080	$125.74	$135,799.20
Developer	640	$125.74	$80,473.60
Technical Architect	753	$274.44	$206,653.32
Total	**7,633**		**$1,499,845.92**

Invoicing	Invoices will be sent monthly and payable in full 30 days after invoice in accordance with the terms of the Master Contract. Compensation shall be based on actual Services performed during the First Renewal Term and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement.
Price Quote Validity	The parties agree that the services quoted herein are subject to the terms and conditions of the Master Contract referenced in this quote and a subsequent amendment to be executed by the parties which will include the support services process details described in this quote . Notwithstanding any language to the contrary therein, no terms and conditions stated in a purchase order shall be incorporated into or form any part of the Master Contract, and all such terms or conditions shall be null

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	and void. Price quote expires 12/30/2023.

Assumptions	● Resource hours are estimated and can be moved among resources as needed to complete requirements but will not exceed the not to exceed total contract value ● Training will be provided to CPS System Administrators using a train-the-trainer model. ● Stakeholder engagement reflected in the project plan will be facilitated by Customer staff with vendor provided materials as needed. ● Shadowing - At the outset of the project, CPS will assign any additional staff members to become Salesforce system administrators who will shadow and attend training as determined during the discovery period. ● For initial seeding of the system, data loads will be limited to the data that supports the Continuous Improvement Business Processes; the exact data sets will be established during project Discovery. Data cleansing and deduplication for upload will be the responsibility of CPS. To prepare for data migration, Acumen Solutions will provide the appropriate template for CPS and/or schools to populate the information. These templates will be in the form of an Excel File. CPS is responsible for obtaining the source data, ensuring its accuracy, populating it into the template, and providing to Acumen Solutions for upload according to the mutually agreed to project schedule. CPS will be responsible for communicating a date by which existing data cannot be edited prior to the data cleansing process to all necessary parties. This date will be agreed upon in the discovery period. CPS will be responsible for providing a secure storage location and transport mechanism for data extracts. ● The user experience will be built within the existing Salesforce CI system using role based interfaces.