2020 Proposal: The Main Street Academy

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EXECUTIVE SUMMARY

Otus is designed to be a hybrid of learning, assessment, classroom and data management. All of these teaching and learning tools, in our opinion, must coexist if we want to effectively use technology to differentiate instruction, make better instructional decisions based on data, and be sure that parents are engaged in the learning process, especially with the standards-based grading initiative. In Otus, these three types of systems exist in a single, organized system that creates massive teacher efficiencies and unparalleled access to learning data. We recognize that each school system has unique needs so Otus can also be used as a single solution for Data Management, Assessment Management, and Classroom and Learning Management.

Why is Otus not just a Classroom or Learning Management System?

Learning Management Systems have historically been designed for adult learners. Whether it's for college students or for large corporations looking to train employees, the fact is that the traditional LMS makes very little sense to K-12 educators and their students. The problems that a typical LMS solves for K-12 are real: creating assignments, organizing resources, assembling lessons, communicating with parents and students. Otus believes that we can solve those problems even better when those tools are connected to the other tools that teachers need to manage the classroom, provide meaningful assessments, and view all of the rich data about student learning that is gathered throughout those activities.

We think that many of the tools teachers need to manage the classroom are completely disconnected from one another. Teachers will use ClassDojo to track student behavior, Remind to communicate with parents, SeeSaw to maintain portfolios…the list goes on. Instead of Otus connecting to all of these tools, we have recreated all of these single solution edtech tools into Otus. Teachers can now be more efficient and can dedicate their saved time to doing what they do best- connecting with students to ensure their success.

About Otus

Otus is a solution built to support the school district initiatives by creating integrated classroom tools for students and teachers. These tools create powerful transparency for families and school leaders and most often support the following initiatives.

Standards-Based Grading & Reporting	**Personalized Learning**
Common Assessments	**Benchmark Assessments**
Differentiation	**Data-Informed Instruction**
Leveraging Google in 1:1 Classrooms	**Blended Learning & 1:1**
Communication, Collaboration & Culture	**Social-Emotional Learning**
Support for At-Risk Learners	**Formative Assessments**

Our Mission and What We Believe

❏ **Our Mission -** To give students, teachers, school leaders, and families the tools and insight necessary to create a culture of success while maximizing learning
❏ Students should be empowered by access to technology, not burdened by it.
❏ Teachers do their best work when they can focus on supporting the learning, not managing technology.
❏ School leaders need visibility of collected performance data.
❏ Families should feel connected and able to support learning at hom**e.**

Core Values

❏ **Authenticity** - Otus was created and built for teachers, by teachers. This unique characteristic is the foundation for the future development and implementation of the platform.
❏ **Transparency** - The voice of educators is invaluable to the constant evolution of the Otus platform. We will continually strive to keep our users informed about new features, updates to existing ones, and the exciting future of Otus.
❏ **Empathy** - The challenges that students and teachers face in the classroom are what motivates our team to create new solutions within Otus. We work to organize the chaos; shine light on the great experiences that are already happening and provide an opportunity to implement meaningful improvements.
❏ **Courage** - We believe in challenging the status quo when necessary. We are not afraid to risk failure in order to reach new frontiers in education technology. We work to serve

all students and teachers, especially the traditionally underserved or those at risk of falling through the cracks.

The Otus Approach

Our Solution

Our products are used to engage students, measure performance and analyze growth. We sometimes refer to Otus as a Student Performance Platform and offer Otus to our clients in the following ways:

Data & Analytics

Otus Data & Analytics is a reinvention of the K12 Data Warehouse. The reason for this is that it's a tool that's designed for the TEACHER first and revolves around the principal that a system is only as good as how it's being used. Our data management's primary purpose is to make it easy for teachers to visualize all student performance data in one place and then act on that data. We allow teachers to ID groups based on multiple criteria like local and 3rd-party assessment scores, attendance, behavior and more. The best part is the teacher (and the district can now view this data from a historical perspective so they can track student progress over time.
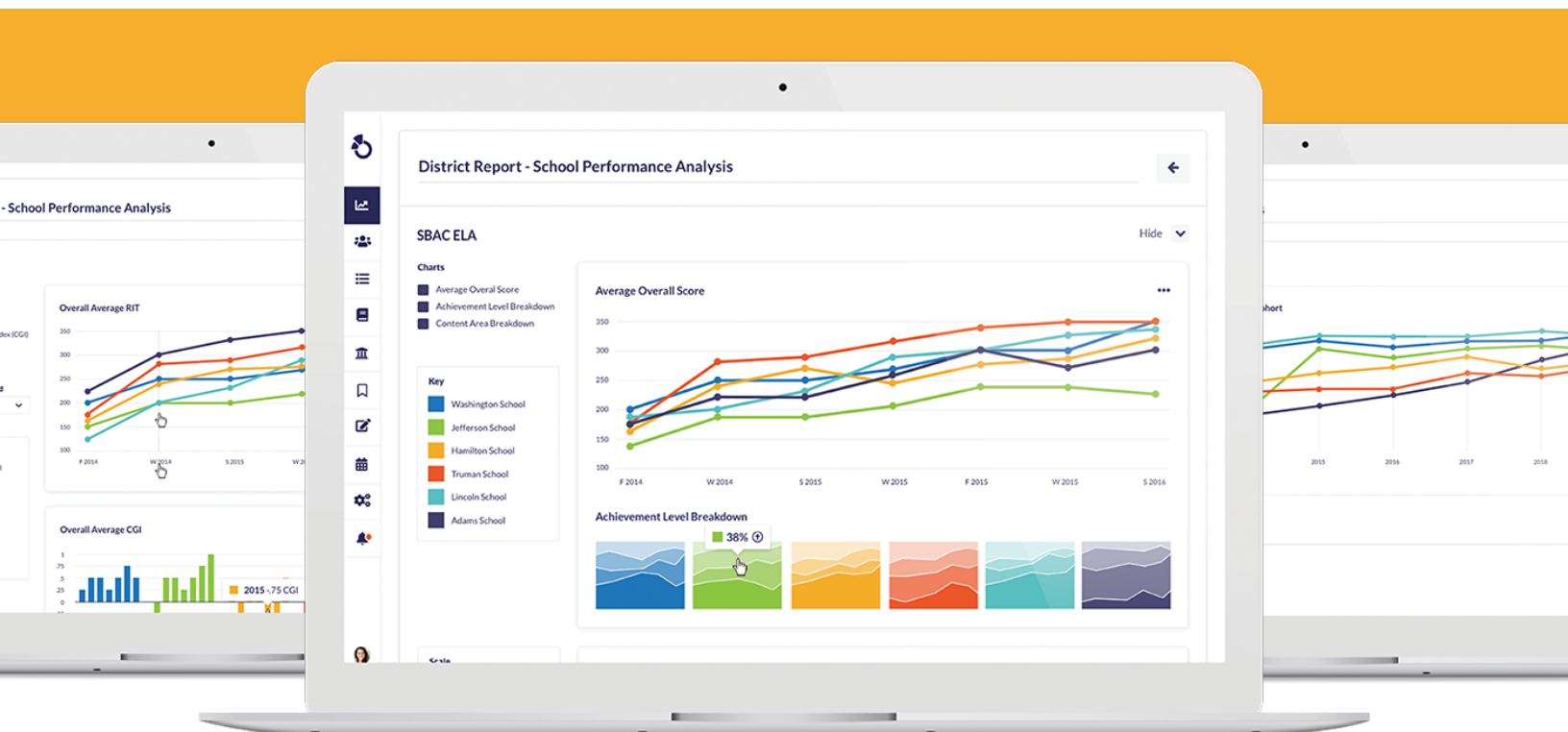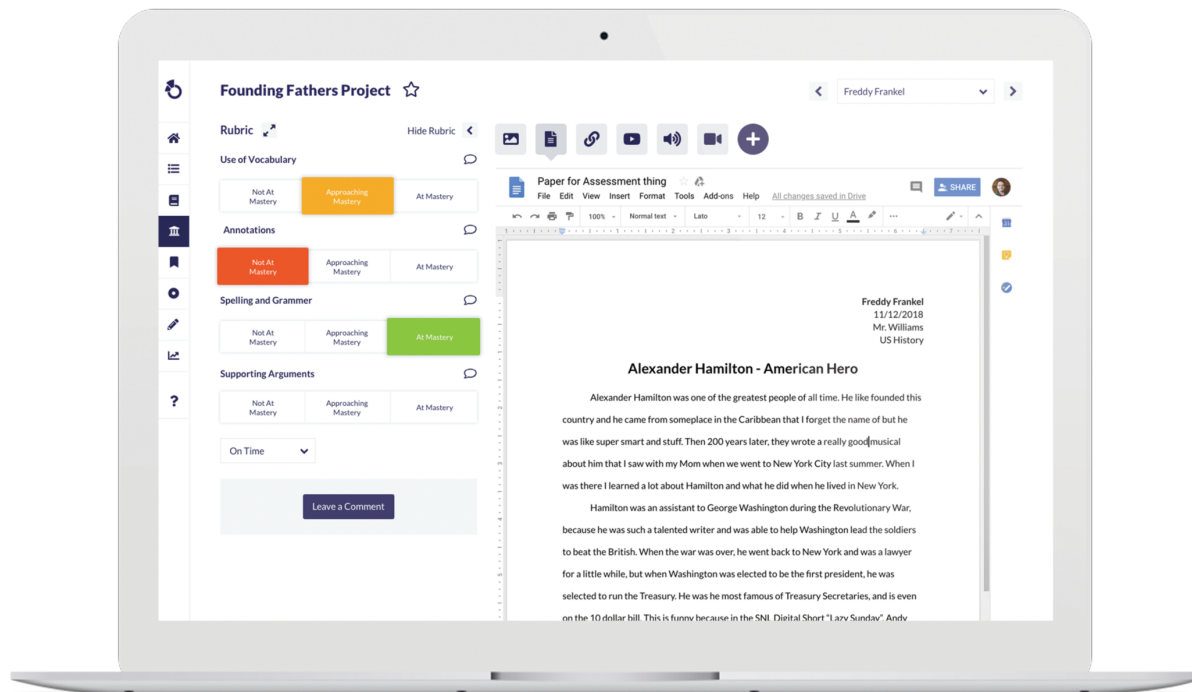
Assessment and Data & Analytics

Our assessment solutions are the perfect tools to marry with Otus Data & Analytics. Together, these tools allow teachers and districts to evaluate locally-generated classroom data as it sits next to the 3rd-party scores in the student's profile. Our assessments are robust with over 65 different question types from simple-to-advanced, and even rubric-based and paper/pencil bubble sheets. Also, did we mention that Otus has access to an industry-leading items bank and is linked to your state standards?

Classroom Management, Assessment & Data (Otus)

Otus' classroom tools that fill out our full solution help teachers create and assign engaging, easy-to-use and dynamic lessons. Along with "Assessment" and "Data" this part of the solution helps differentiate instruction by creating varied and unique student groups to deliver personalized learning. You can also use this as a portfolio for the student to showcase their best work using resources like YouTube, GoogleDrive, recorded audio, video and more. Also available are features like an internal mailbox, behavior recognitions, participation, calendar, attendance and blogs to name a few.
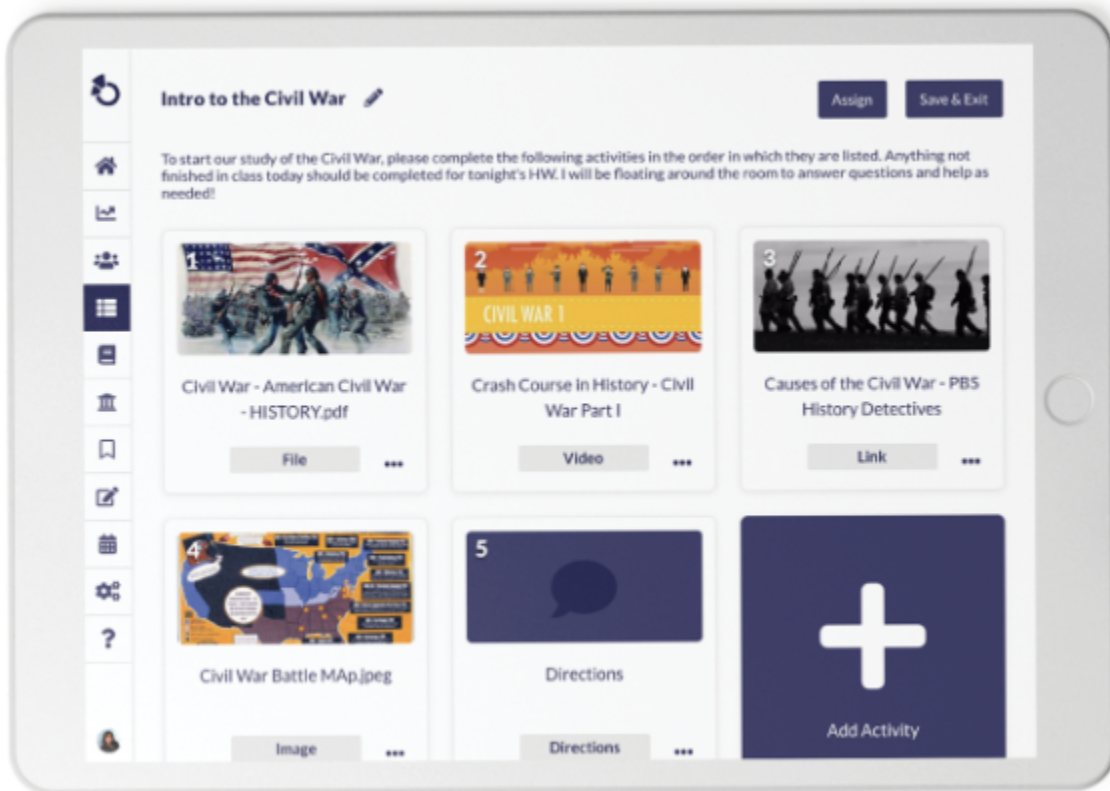
Items Bank

Otus supports clients' desire to guide instruction at the district and classroom level by engaging with the Navigate Item Bank by Certica, the leading formative assessment in the market. Over 94,000 standards-based items are available with Navigate, as well as pre-built assessments that allow educators to quickly measure student performance.

We've included Navigate coverage report(s) for your state in the appendix to this proposal document. Please let us know if you have questions.

Standards-Based Grading & Reporting

We believe we are the number one solution on the market when it comes to this initiative and are designed in a way that incorporates SBG best-practices and can still be configured to match your school district's needs. Educators have the ability to design engaging formative assessments, provide a Standards-Based Grading Report Card showing progress over time and identify groups of students in need of differentiated instruction.

Otus is well-prepared for K-12 school systems who are transitioning from traditional grading to standards-based grading. We are unique in that we ensure that parents and families also have the tools necessary to understand this shift in grading.

We are inspired by the work of Lisa Westman, Lee Ann Jung, Rick Wormeli, Tom Guskey, our courageous clients and their students, and parents who are struggling to understand this "new" way of grading.

State Standard Alignment

Otus is a leader in the K12 space in tracking standards by state. Our system is updated with the latest standards in each state each time there is an update. Otus also provides over 130,000 questions that are available to be used when building assessments. This allows teachers to quickly identify which students need intervention in which standards and then assign the appropriate tools to the student right inside of Otus.
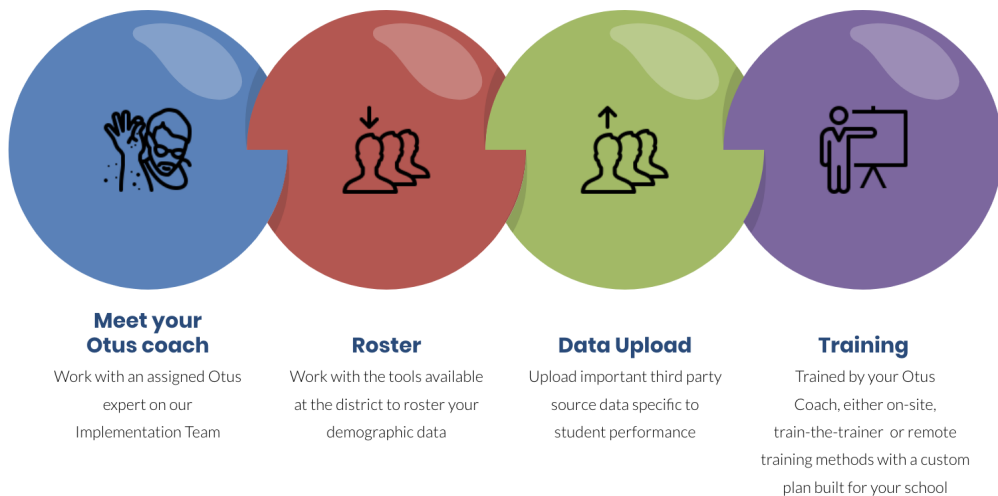
Customer Support & Service

Otus has a team built to manage the complexities of K12 schools onboarding a SaaS solution. Our support team is led by our Chief Learning Officer, Phil Collins, who brings over 30 years of experience to Otus. Our support team is there to support administrators, teachers and parents, and responds within a few minutes through our Live Chat Intercom support system.

Beginning Implementation Steps

From the time of purchase, our goal is to have you ready to use Otus within 30 days. A Dedicated Otus Coach will be assigned to your district, who will help match the implementation timeline to your specific initiatives. You and your coach will come up with a plan of action to accomplish these goals together. We have onsite and remote implementation options that can be customized and tailored to your district. Our professional development plans include training of teachers and even families, if requested. Our implementation plan breaks down into five phases.

1. Planning
2. Rostering
3. Bring on the data
4. Schedule first trainings
5. Move from implementation to engagement

The steps outlined below are a simple overview of how we begin an engagement with all of our clients. These steps are simplified here, but we believe this part of the engagement is critical to the success of your desired initiatives.

Meet your Otus coach
Work with an assigned Otus expert on our Implementation Team

Roster
Work with the tools available at the district to roster your demographic data

Data Upload
Upload important third party source data specific to student performance

Training
Trained by your Otus Coach, either on-site, train-the-trainer or remote training methods with a custom plan built for your school

PRICING & TERMS

Pricing Summary

Below is a pricing outline for the district. This pricing is a custom produced plan that we believe aligns to your district initiatives and mission and has been produced by our team following work with district leadership.

Otus Pricing Summary		
Item	**Students**	**Total**

	Item	Students	Total
Annual SaaS	LMS, Assessment, Data	875	$8,999

	Description	Summary	Total
Initial & One-Time Costs	Setup & Implementation Training		$2,214

	Year 1 Otus Cost:	**$11,213**

Initial Term & Payment Schedule

Initial term for the pricing listed above will be from the customer contract approval date on Page 12 of this agreement through June 30, 2021. This timeline is longer than the standard 12 months, however total cost will remain 12 months, allowing for early adoption and implementation. Renewal periods after the initial term will be 12 months and begin July 1. Otus agrees to lock annual rate above thru June 30, 2022, assuming continuation of annual service.

The full costs ($11,213) will be invoiced upon the acceptance date of the agreement on Page 12. The SaaS subscription begins upon acceptance and runs through June 30, 2021

Additional Terms

Should customer elect to cancel the subscription in subsequent years, but after the renewal date of July 1, Otus agrees to refund the unused portion of the subscription in a prorated fashion, less 30 days of usage.

COMPANY & CONTACT INFORMATION

Headquarters

Otus is a Chicago company with a diverse and dynamic workforce. Most of our dedicated staff work out of the Otus HQ in the West Loop, near downtown and in the Google building.

> 1000 West Fulton Market, Chicago, IL 60607
> Office: 773-789-5444
> Email: support@otus.com

The Otus Account Team

Our account team is essentially a "care team" that supports the needs of all of our clients. This account team is made up of the following roles:

- **Otus Implementation Coach** - This role is your assigned implementation lead for your district. This position is staffed by former or current teachers that deeply understand your needs during implementation and training. This role is supported and managed by our Chief Academic Officer, Dr. Phil Collins.
- **Assigned Account Manager** - Following implementation, you will be assigned an experienced and talented AM for you to active. ly plan and work
- **Regional Account/Sales Manager** - This role is regional to you and is a resource to help any and all of our clients best meet their specific needs.
- **Dynamic/Active Customer Support Team** - Live Chat, Phone & Email
- **Executive Team** - Finally, you'll have access to our executive team listed earlier in this document. We are passionate about serving our customers and it starts with our leadership.

This pricing agreement / proposal is good through June 30, 2020

Otus, LLC

Name:_____

Title:_____

Signature _____

Date _____

The Main Street Academy

Name:_____

Title:_____

Signature _____

Date _____

APPENDIX

Otus Terms & Conditions

Otus Terms and Conditions

1.0 Subscription: Customer is purchasing a non-exclusive, non-transferable, non-assignable terminable subscription ("Subscription) for use of Otus®' Student Performance Platform ("Otus®") by Customer and those users Customers register on Otus® as "Designated Users"

2.0 Term: The Subscription shall begin upon execution of this Agreement and continue thru the Initial Term, set forth on the first page of this Agreement. Customer will be given the option to renew agreement per the terms stated in the Otus Proposal provided.

3.0 Payment:

3.1 The Startup Cost set forth on the first page of this Agreement will be invoiced to Customer by Otus® upon execution of this agreement, but if Customer terminates this Agreement before completion of the implementation process, Otus® will refund the Startup Cost on a pro-rata basis on a four (4) week setup schedule. If for any reason Otus®' personnel travel to the Customer's Facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for

3.2 The Subscription set forth on the first page of this Agreement will be invoiced to the Customer by Otus® on the execution date of this agreement, unless otherwise noted on first page of this agreement.

4.0 Otus® Assistance Otus® will provide Customer with commercially reasonable (a) assistance in initial installation and setup of Otus®, and (b) ongoing Live Chat, Email and Telephone assistance regarding the use of Otus® during the Initial Term and any Renewal Term during normal CST Business hours Monday thru Friday 7:00 AM to 7:00 PM.

5.0 Otus® Operation Customer acknowledges and agrees that it must properly enter data and information into Otus® in order for Otus® to operate properly. Customer shall be responsible to verify the accuracy of any of Customer's data entered on Otus®.

6.0 Otus® Administrator At all times, Customer must have an employee who has obtained Otus® Administrator certification training from Otus® and who is certified by Otus® as an Otus® administrator. If the Otus® Administrator ceases to serve as such, Customer shall promptly, and at it's expense, have a new employee obtain Otus® administrator certification and be designated as an Otus® Administrator.

7.0 Subscription Restrictions

7.1 Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.

7.2 The Otus® Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Employees or the Otus® Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise unless Otus® agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of Otus®, by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's subscription.

7.3 Otus® may assign this Agreement to any third party acquiring all or substantially all of Otus®' assets or stock

7.4 Information regarding Customers employees and students shall be confidential. Aggregated data not relating to individual employees or students of Customer or the Customer, specifically, that is acquired by Otus® in the course of performing this Agreement will be the sole property of Otus®.

8.0 Integration In the event Customer integrates Otus® and a third-party product or service, whether with or without Otus®' assistance, Customer understands and agrees: (a) that Otus® is authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data as required to accomplish the integration services; and (b) Otus® is not responsible for, does not warrant, support or make any representations regarding (i) third-party products or services, (ii) Customer's data in possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer's data, or (iii) Customer's uninterrupted access to third party's services due to circumstances outside of the control of Otus®.

9.0 Limitation of Liability

9.1 The maximum liability of Otus®, it's employees, agents, representatives, attorneys, officers and directors for all damages, claims or losses whatsoever including those relating to any error, failure, malfunction, or defect of Otus®, any breach of this agreement and negligence or other malfeasance by Otus® shall not exceed the amount of fees actually paid by customer to Otus® during the past twelve (12) month period.

9.2 Upon termination of this Agreement for any reason, the provisions of this section shall survive termination and continue in full force and effect.

10.0 Termination

10.1 Customer may terminate this agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Otus®. In the event Customer terminates this Agreement pursuant to this section, Otus® shall be entitled to retain all monies received from Customer pursuant to this agreement, to be paid for fees due up to the termination, and shall be relieved of further obligations to Customer. Otus® shall promptly return to Customer any data, confidential information, materials, records and other information furnished to Otus® by Customer.

10.2 Otus® may terminate this agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Customer.

11.0 Public Disclosure Customer grants to Otus® the right to publicly disclose the fact that Customer is using Otus®, for Otus®' advertising and other promotional purposes.

12.0 Copyright and TM All intellectual property pertaining to Otus® including trademarks and copyrights, is and shall remain the sole property of Otus® and it's affiliated companies.

13.0 Entire Agreement This agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or agreements, understandings, representations, and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. | See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Otus (fka EdZone)

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1000 West Fulton Market, Suite 285

6 City, state, and ZIP code

Chicago, IL 60607

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I — Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

4 6 – 2 5 1 1 4 4 1

Part II — Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person ▶ *[signature]* | Date ▶ 5/10/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.