

AGREEMENT EXERCISING OPTION TO RENEW

This Agreement Exercising the Option to Renew the Services Agreement ("Renewal Agreement") is entered into as of July 1, 2012 ("Effective Date") between the **Board of Education of the City of Chicago** ("Board") and **Edward O'Hayer, Vendor Number 90450** ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. The Board and Vendor entered into the Services Agreement ("Agreement") dated July 1, 2011, for a term commencing July 1, 2011 and ending June 30, 2012, pursuant to Chief Purchasing Officer Report No.: 11-0701-CPOR-1457.

B. The Agreement gave the Parties one (1) option to renew the Agreement for an additional period of twelve (12) months.


C. Pursuant to the terms of the Agreement, the Board desires to exercise its option to renew the Agreement, and Vendor accepts this option to renew, on the terms and condition set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Agreement is renewed as follows:


1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Renewal Agreement.
2. **Definitions:** Any and all capitalized terms contained in this Renewal Agreement, and not defined herein, shall have the definition as set forth in the Agreement.
3. **Term:** The parties agree to renew the Agreement for a period commencing July 1, 2012 and ending June 30, 2013 ("Renewal Term"), unless terminated sooner as provided in the Agreement. There are no remaining options to renew.
4. **Scope of Services:** During this Renewal Term, Vendor shall provide the Services as set forth in the revised Exhibit A attached to this Renewal Agreement.
5. **Compensation:** The total maximum compensation payable to Vendor during the Renewal Period shall not exceed **Fifty-Two Thousand and 00/100 Dollars (\$52,000.00)**. Payments shall be made as specified in the Agreement.
6. **Agreement:** Except as expressly provided in this Renewal Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the Renewal Period.

IN WITNESS WHEREOF, the Parties have signed and executed this Renewal Agreement as of the latest date set forth below.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: 
Sébastien de Longeaux
Chief Procurement Officer

EDWARD O'HAYER

By: 
Name: Edward O'Hayer
Title: _____

CPOR NO: 12-0625-CPOR-1525-1

REVISED EXHIBIT A FOR RENEWAL AGREEMENT

SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

VENDOR Name Edward O'Hayer (Vendor 90450) – 11-0701-CPOR-1457

Name of Project: Project Manager – Student Assessment

Board's Project Manager: Michael Deuser **Phone:** 773-553-1572

Vendor's Project Manager: Edward O'Hayer **Phone:** 312-397-9542

Period of Performance: **Start Date:** July 1, 2012 **End Date:** June 30, 2013

This Scope of Services and Time Limits for Performance ("Scope of Services") shall be conducted pursuant to the terms and conditions of the above-referenced Chief Operating Officer Report ("CPOR") and the Services Agreement ("Agreement") dated July 1, 2012 between Edward O'Hayer ("Vendor") and the Board of Education of the City of Chicago ("Board"). Defined terms used in this Scope of Services shall have the same meaning as those ascribed to such terms in the Agreement.

I. DESCRIPTION OF SERVICES

Vendor shall provide the following services at the request of the Chicago Public Schools' Department of Student Assessment ("DOSA"). Services will be overseen by the Department's Director. Vendor shall assist DOSA in tasks concerning assessment implementation, reporting, and project management services. Vendor will use knowledge and experience in assessment selection, procurement, compliance with Board rules and regulations, reporting data to schools, area officers, internal staff, and government agencies. Additionally, project management expertise will be used to create applications for timekeeping, project assignment, and accountability.

In order to accomplish the above, Vendor shall:

- Meet with Department implementation team, project staff and others to plan and conduct the assessment requirements and communicate with project leaders regarding work flow and deadlines
- Provide support and direction to solve problems and manage multiple tasks
- Work with Budget in the development of the annual Student Assessment budget and continually monitor revenues and expenditures
- Work with vendors and implementation team to select appropriate assessment instruments and obtain administration approval to assess students
- Create and submit necessary Board Reports as needed to comply with Board legal and procurement rules
- Develop and implement professional development programs for various assessment administrations including site locations, teacher selection, scheduling of meetings, substitute coverage and payment for teachers who attend workshops
- Assist with the collection of assessment answer documents and forms and prepare data for scoring and reporting
- Assist in management of all aspects of contractual, procurement and financial processes

II. INVOICING/PAYMENT

Vendor shall be paid at the rate of \$34.45/hour by periodic invoicing; total compensation not to exceed the sum of \$52,000.00. Vendor shall not work more than four (4) days per week.

III. OUTCOMES

Vendor's services will ensure that DOSA will meet its stated mission to develop, implement and maintain a coherent system of assessment in CPS.

IV. DELIVERABLE SCHEDULE

| Deliverable | Delivery Date | Expected Outcome |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------|
| Implement all assessments supported by Department of Student Assessment, including, but not necessarily limited to: mClass Math, mClass Reading 3D, NWEA MPG & MAP, Algebra Exit Exam, ISAT, PSAT, IAA, EPAS Pre/Post testing, HS Interims, ACCESS & Literacy Screeners, and Performance Tasks | Ongoing | Successful Implementation of All Assessments. |
| Provide General Administrative Support | Ongoing | Successful Oversight of Budgeting, Payments, and Board Report Processes |