

SECOND OPTION TO RENEW SERVICES AGREEMENT

[The Riverside Publishing Co.]

This agreement exercising the second option to renew the Services Agreement ("**Second Renewal Agreement**") is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and The Riverside Publishing Co., ("**Vendor**").

RECITALS:

- A. Vendor entered into an Agreement dated November 8, 2010, authorized by Board Report 10-1027-PR14 (the "**Agreement**") for a term commencing November 8, 2010 and ending June 30, 2011, with the Board having four (4) options to renew for a period of one (1) year each. The Board and Vendor exercised the first option to renew the Agreement ("**First Renewal Agreement**") for a term commencing on July 1, 2011 and ending on June 30, 2012, authorized by Board Report 11-0727-PR12. The Agreement and First Renewal Agreement will be referred to as the "**Agreement**".
- B. Pursuant to the Agreement, the Board now desires to exercise its second option to renew and extend the Agreement for a period of one (1) year, and Vendor accepts this option to renew and extend, on the terms and conditions hereinafter set forth. The Board has two (2) option periods remaining for a period of one (1) year each.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Second Renewal Agreement.
- 2. **Definitions:** Any and all capitalized terms contained in this Second Renewal Agreement, and not defined herein, shall have the definition as set forth in the Agreement.
- 3. **Renewal Term:** The Agreement is hereby renewed and extended for the period commencing July 1, 2012 and ending June 30, 2013 ("**Second Renewal Period**"), unless terminated sooner as provided in the Agreement.
- 4. **Compensation:** The total maximum compensation payable to Vendor during the Second Renewal Period shall not exceed the sum of **Three Hundred Twenty Six Thousand Nine Hundred Twenty and 48/100 Dollars (\$326,920.48)**, ("**Total Maximum Compensation**"). Vendor shall be paid monthly, unless Services are not rendered that month, and upon receipt of an invoice for services rendered, in accordance with the pricing detailed in the "**Budget**" attached hereto and made a part of **Exhibit A-2**.
- 5. **Services:** During this Second Renewal Period, Vendor agrees to provide the Services set forth in **Exhibit A-2** to this Second Renewal Agreement ("**Services**"), in accordance with the terms and conditions of the Agreement and this Second Renewal Agreement.
- 6. **Freedom of Information Act.** Vendor acknowledges that this Second Renewal Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other

THIS AGREEMENT SHALL BE POSTED ON THE CPS WEBSITE

comparable state and federal laws and that this Second Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Second Renewal Agreement shall be posted on the Board's internet website at www.cps.edu.

7. **Original Agreement:** Except as expressly provided in this Second Renewal Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the Second Renewal Period.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have signed this Second Renewal Agreement as of the date first written above.

**BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

By: David J. Vitale
David J. Vitale, President *DM*

Attest: Estela G. Beltran 10/4/12
Estela G. Beltran, Secretary

THE RIVERSIDE PUBLISHING CO.

By: James Nicholson

Signature: *James Nicholson*

Title: President, Riverside Publishing
Company

Board Report No. 12-0926-PR 2 -1

Approved as to legal form: *YML*

By: *James L. Bebley*
James L. Bebley, General Counsel

Attachments:

Exhibit A-2: Scope of Services

EXHIBIT A-2

(Riverside Publishing Co.)

SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

Board's Project Manager: Angela Washington; E-mail: AGWashington@cps.k12.il.us

Phone: (773)-553-2519

Consultant's Project Manager: Cathy Lawrence; E-mail: Cathy.Lawrence@hnhpub.com

User Department/School: Portfolio Office

I. SCOPE OF SERVICES

Riverside will provide the admission tests for Selective Enrollment Elementary Schools (SEES) and Selective Enrollment High Schools (SEHS) by October 1, 2012:

- For grades pre-K-8
 - Score the tests for K-7
 - Provide K-7 scores to CPS in a secured data file via the internet by February 25, 2013
 - Provide test labels with students' identifying information for students in K-8
- CPS will provide data for test labels for grades K-7 no later than January 15, 2013
CPS will provide data for test labels for grade 8 no later than January 22, 2013

Riverside will provide the 3300 kindergarten Chicago Abilities Test booklets for the Comprehensive Gifted Program ("CGP")

- Testing materials will arrive in schools no later than April 17, 2013
- Data labels will be provided with the students' identifying information
- Test booklets will be shipped to Riverside for scoring
- Riverside will provide shipping labels to return testing materials and pay the cost of shipping the test booklets back to Riverside for scoring.
- Scores will be sent to CPS in a secured data file via the internet no later than May 24, 2013

II. BUDGET

GRADE	QUANTITY	MATERIAL	COST	PREDICTED SCORING	SCORING COST	SCORING TOTAL	TOTAL
SEES Section A							
Kindergarten - 2nd	400	\$7.53	\$3,012.00	3800	\$9.52	\$36,176.00	\$39,188.00
3rd - 7th answer sheets				1675	\$7.25	\$12,143.75	\$12,143.75
3rd-7 th Large Print Books	10	\$113.04	\$1,130.40				\$1,130.40
Labels	5475		\$0.62				\$3,394.50

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							\$55,856.65
						15% Discount	(\$8,378.50)
						TOTAL I	<u>\$47,478.15</u>
SEES Section B							
Kindergarten-2nd*	5,000	\$11.30	\$56,500.00				\$56,500.00
3rd-7th Booklets*	1,750	\$9.15	\$16,012.50				\$16,012.50
Labels*	10,800	\$0.62	\$6,696.00				\$6,696.00
3rd-7th Large Print Books*	10	\$71.32	\$713.20				\$713.20
3rd-7th ANSWER SHEETS*	5,800	\$2.00	\$11,600.00				\$11,600.00
						Section B Sub-Total	<u>\$91,521.70</u>
Kindergarten- 2nd				5,000	\$9.08	\$45,400.00	\$45,400.00
3rd-7th				5,800	\$6.56	\$38,048.00	\$38,048.00
						Subtotal	\$83,448.00
						15% Discount	-12,517.20
						Scoring Total	<u>\$70,930.80</u>
						Section B Total	<u>\$162,452.50</u>
CGP Kindergarten*	3300	\$11.25	\$37,125.00			<u>\$37,125.00</u>	<u>\$37,125.00</u>
						CGP Total	<u>\$37,125.00</u>
						SEES Total	<u>\$247,055.65</u>
SEHS Customized cut answer sheets	20,000	\$0.51	\$10,200.00				\$10,200.00
SEHS Customized labels	20,000	\$0.61	\$12,200.00				\$12,200.00
SEHS Large Print Books	15	\$113.04	\$1,695.60				\$1,695.60
SEHS Braille Books	1	\$207.95	207.95				207.95
SEHS Science Test Books	1000	\$9.00	\$9,000				\$9,000
Test Books	5000	\$4.19	\$20,950.00				\$20,950.00
SEHS TOTAL			<u>\$54,253.55</u>			SEHS TOTAL	<u>\$54,253.55</u>
						SEES TOTAL + SEHS	<u>\$301,309.20</u>

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						TOTAL	
						Shipping 8.5%	\$25,611.28
						TOTAL	\$326,920.48
Reflects Discount*							