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SECOND RENEWAL OF INTEGRATED LIBRARY SYSTEM SOLUTION AND SERVICES AGREEMENT

This Second Renewal of Integrated Library System Solution and Services Agreement (this "**Second Renewal Agreement**") dated November 27, 2012 (the "**Effective Date**") is entered into by and between The Board of Education of the City of Chicago, a body politic and corporate, with offices located at 125 South Clark Street, Chicago, IL 60603 (the "**Board**"), and The Library Corporation with offices located at Research Park, Inwood, WV 25428-9733 ("**Vendor**").

RECITALS

A. The Board and Vendor entered into that certain Integrated Library System Solution and Services Agreement dated November 26, 2008 ("**Original Agreement**") (which is by this reference incorporated herein and made a part hereof) in which Vendor agreed to provide the Licensed Solution and Services (as defined in the Agreement) to the Board, and the Board agreed to purchase the Licensed Solution and Services.

B. Further the Board exercised its first option to renew the Original Agreement for the First Renewal Term, as set forth in Section 3 of the Original Agreement, for the period commencing on November 26, 2011 and ending on November 26, 2012 ("**First Renewal Term**") which is acceptable to Vendor. The Original Agreement and the First Renewal Agreement shall be hereinafter referred to as the "**Agreement**".

C. The Board hereby exercises its second option to renew the Agreement for the Second Renewal Term, as set forth in Section 3 of the Agreement, for the period commencing on the Effective Date and ending on November 26, 2014 ("**Second Renewal Term**") which is acceptable to Vendor.

AGREEMENT

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 in hand paid, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Defined Terms.** All defined terms used herein shall have the same meaning as in the Agreement, unless otherwise defined herein or the context clearly requires a different meaning or connotation.
2. **Renewal Term.** In accordance with Section 3 of the Agreement, the parties agree that the Agreement shall be renewed for the Second Renewal Term, November 27, 2012 to November 26, 2014.
3. **Remaining Renewal Option.** The Board has no remaining options to renew under the Agreement after the expiration of the Second Renewal Term.
4. **Scope of Services.** Vendor shall continue to provide the Licensed Solution and Services as set forth in Exhibit A of the Agreement ("**SOW**"). Vendor shall, at all times, perform in accordance with the SOW; provided, however, in addition to implementing all functional requirements in the SOW, Vendor shall prioritize and ensure expedited implementation of the functional requirements set forth in Exhibit A-1 attached hereto and made a part hereof, which functional requirements are listed in the SOW. In addition to the functional requirements set forth in the Agreement and Exhibit A-1, Vendor shall use commercially reasonable efforts to deliver all Online Public Access Catalog usage reports ("**OPAC Usage Reports**") as set forth in the

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SOW; provided however, in addition to delivering all of the OPAC Usage Reports as set forth in the SOW, Vendor shall use commercially reasonable efforts to prioritize and ensure expedited delivery of the OPAC Usage Reports set forth in Exhibit A-2 attached hereto and made a part hereof, unless otherwise agreed by the parties.

5. **Maximum Compensation.** The total maximum compensation for the Services provided under this Second Renewal Agreement during the Second Renewal Term shall not exceed the amount approved in the applicable Board Report, inclusive of all pre-approved reimbursable expenses, if any ("Total Maximum Compensation"). Payments shall be made as specified in the "Schedule of Compensation" attached hereto and incorporated herein by reference as Exhibit B-1.

6. **Entire Agreement.** Except as specifically extended or amended herein, all other terms of the Agreement shall remain in full force and effect.

7. **Counterparts and Facsimiles.** This Second Renewal Agreement 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 document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal Agreement as of the Effective Date.

BOARD OF EDUCATION OF THE OF CHICAGO

THE LIBRARY CORPORATION

By: David J. Viale
David J. Viale, President

By: Calvin Whittington
Name: Calvin Whittington

Title: Director of Finance

Attest: Estela G. Beltran 11/8/12
Estela G. Beltran, Secretary

Attest: DJ Miller

Name: DJ Miller

Title: Director of Operations

Board Report No. 12-1024-PR2-1

Approved as to Legal Form:
James L. Bebley
James L. Bebley, General Counsel

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EXHIBIT A-1

Chicago Public Schools – Department of Libraries

Functional Requirements (SOW Appendix 1).

The following list identifies the priority requirements to be implemented. These functional requirements are part of the original contract. AR

1.6 System supports indexing for the OPAC including all words in the following fields of the bibliographic record: Publisher, Call Number, Bar code

1.9 OPAC provides the ability to enhance the content of the library's catalog records and OPAC through automatic web links to: • most popular titles, subjects, and authors based on automatic analysis of the library's recent circulation statistics via linkages with HTML circulation statistics reports.

1.12 OPAC supports large font text using the browser functionality to increase and decrease font size.

1.14 OPAC supports the display of a Board or Site determined number of matches on the screen selected from the match choices provided by the OPAC (limited to 10, 20, 30, 40, 50, 60, and 100 per page) in abbreviated titles for patron selection when multiple matches are located.

1.21 System supports the ability of Site or Board staff to customize children's preset searches.

1.24 OPAC provides context-sensitive help screens with the ability to place the patron in the correct help screen or message for the type of problem patron is experiencing; help might be provided in a separate pop-up window.

1.25 OPAC provides automatic help screens after successive unsuccessful searches.

1.27 OPAC provides context sensitive help with screen shots where appropriate.

1.35 OPAC supports the ability to use natural language search, e.g. allows patron to type in "information on birds" or "books on plants" and provides patron with successful search.

1.38 OPAC provides the ability to search by using subject phrases.

1.39 OPAC supports phonetic searches.

1.37 OPAC supports the limiting of search by the following fields in the record and the fixed-field data elements: availability.

1.42 OPAC supports quick Dewey searches for call numbers, including the ability to put in a subject and get a list of the Dewey numbers for this subject, rather than go directly to a list of hits.

1.45 OPAC provides support for an interactive authority file such as see/see also/see from references.

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1.48 OPAC supports proximity searching, including word adjacency and defined number of words separating the keywords.

1.52 OPAC provides support for truncation on both ends of words and in middle, such as ?ink retrieving link, sink, rink, mink; or ink? retrieving ink, inky, inkatha, law? retrieving law, laws, lawyer, lawton; wom?n retrieving woman or women.

1.55 OPAC provides the ability to have search terms or the field in which the term was found highlighted in hit records.

1.57 Classic OPAC supports the ability for "see also" in keyword and subject searching result displays.

1.61 OPAC allows for reading level to be displayed in item detail.

1.75 OPAC provides the ability to cross reference items with approved web sites.

1.82 OPAC provides the ability to create and print the following reports: terminal/workstation usage report and statistics • OPAC use report and statistics, i.e., successful searches, searches started, searches aborted, searches by title, keyword, author • database usage reports

2.47 Provides the ability to spell check authority records.

4.22 Provides the capability to select and print multiple reports in one operational procedure.

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EXHIBIT A-2

Chicago Public Schools – SOAR Integrated Library System Project

OPAC Reports Priority Listing

1. Number of searches, district wide and by site. (by school type would also be a plus)
2. Number of user logins, district wide and by site. (by school type would also be a plus)
Top searches.
3. Number of 856 links clicked, district wide and by site. (by school type would also be a plus)
4. Number of lists created, district wide and by site. (by school type would also be a plus)
5. Number of saved searches, district wide and by site. (by school type would also be a plus)
6. Frequency of facet use, district wide and by site. --how many times a search clicks on a specific facet.
7. Searches with no results. (include frequency.)
8. Number of reviews created, district wide and by site. (by school type would also be a plus)
9. Number of tags created, district wide and by site. (by school type would also be a plus)
10. Number of times database results are accessed, district wide and by site. (by school type would also be a plus) - this could be how many times is the Gale tab, etc., is clicked on.
11. RSS feeds accessed district wide and by site. (by school type would also be a plus)

EXHIBIT B-1

EXHIBIT B

December 2011 - June 2013

Item Description	Unit	Unit price	Extended price
Software Licensing	34	\$1,950.00	\$66300
Data conversion	34	\$360.00	\$12240
Annual LS Maintenance Support (Full - new sites)	20	\$450.00	\$9000
Annual LS Maintenance Support (Partial - Sites on 2+ years)	122	\$150.00	\$18300
Annual content renewal	176	\$120.00	\$21120
Annual LS2PAC support	176	\$23.00	\$4048
Onsite system administrator (per quarter)	2	\$15,000.00	\$30000
Retrospective conversion services	1	\$35,540.00	\$35540
MARC Set Go (software)	1	\$40,000.00	\$40000
Subscription to Online Training Campus	1	\$5,000.00	\$5000
Reports Manager Annual License	1	\$700.00	\$700
LS2PAC (Software)	1	\$15,999.00	\$15999
Barcode labels	18	\$37.50	\$675
Barcode label shipping	2	\$30.00	\$60
Sub total			\$258982

July 2013 - June 2014

Item Description	Unit	Unit price	Extended price
Software Licensing	60	\$1,950.00	\$117000
Data conversion	60	\$360.00	\$21600

Annual LS Maintenance Support (Full - new sites)	64	\$450.00	\$28800
Annual LS Maintenance Support (Partial - Sites on 2+ years)	314	\$150.00	\$47100
Annual content renewal	438	\$120.00	\$52560
Annual LS2PAC support	438	\$23.00	\$10074
Onsite system administrator (per quarter)	4	\$15,000.00	\$60000
Retrospective conversion services	1	\$70,000.00	\$70000
Subscription to Online Training Campus	1	\$5,000.00	\$5000
Reports Manager Annual License	1	\$700.00	\$700
Barcode labels	60	\$37.50	\$2250
Barcode label shipping	2	\$30.00	\$60
Subtotal			\$415144

July 2014 - November 26, 2014

Item Description	Unit	Unit price	Extended price
Software Licensing	11	\$1,950.00	\$21450
Data conversion	11	\$360.00	\$3960
Annual LS Maintenance Support (Full - new sites)	60	\$450.00	\$27000
Annual LS Maintenance Support (Partial - Sites on 2+ years)	225	\$150.00	\$33750
Annual content renewal	296	\$120.00	\$35520

Annual LS2PAC support	296	\$23.00	\$6808
Onsite system administrator (per quarter)	2	\$15,000.00	\$30000
Retrospective conversion services	1	\$12,500.00	\$12500
Barcode labels	11	\$37.50	\$412.50
Barcode label shipping	1	\$30.00	\$30
Subtotal			\$171430.50
2 year total			\$845556.50