

This Agreement will be posted on the CPS Internet website.

**AGREEMENT EXERCISING THE FINAL OPTION TO RENEW
THE SERVICES AGREEMENT**

(INTERNATIONAL BACCALAUREATE ORGANIZATION)

This agreement exercising the final option to renew ("**Final Renewal Agreement**") is entered into as of the 1st day of July, 2014, by and between the Board of Education of the City of Chicago, a body politic and corporate (the "**Board**"), with offices located at 125 S. Clark St., Chicago, Illinois 60603, and International Baccalaureate Organization (the "**Vendor**" or "**IB**"), collectively (the "**Parties**").

RECITALS:

- A.** The Parties entered into a Services Agreement (the "**Agreement**"), under Board Report 10-0428-PR23, for a term commencing on July 1, 2010 and terminating on June 30, 2012, with the Board having two (2) options to renew for periods of two (2) years each. The Parties exercised the first option to renew and extend for a term commencing on July 1, 2012 and ending on June 30, 2014, pursuant to Board Report 12-0523-PR8 ("**First Renewal Agreement**"). The Parties amended the First Renewal Agreement pursuant to Board Report 13-1120-PR2 to add services and increase the compensation ("**Amendment**"). The Agreement, First Renewal Agreement and Amendment shall collectively be referred to as the "**Agreement**"; and
- B.** Pursuant to the Agreement, the Board now desires to exercise its final option to renew and extend the Agreement for a period of two (2) years and Vendor accepts this option to renew and extend on the terms and conditions hereinafter set forth

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Final Renewal Agreement.
- 2. **Definitions:** All defined terms used herein shall have the same meaning as defined in the Agreement unless otherwise defined herein or unless the context requires a different meaning or connotation.
- 3. **Renewal Term:** The Parties agree to renew the Agreement for a period commencing on July 1, 2014 and ending June 30, 2016 ("**Final Renewal Term**"), unless terminated sooner as provided in the Agreement. There are no option periods remaining.
- 4. **Services:** During this Final Renewal Term, Vendor agrees to provide the services set forth in Exhibit A-3 ("**Services**") which is attached hereto and made a part here of, in accordance with the terms and conditions of the Agreement and this Final Renewal Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in the scope of Services and any and all work necessary to complete them or carry them out fully and to the standard of performance required by this Final Renewal Agreement. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the Scope of Services. Any such changes shall be documented by a written amendment to this Final Renewal Agreement signed by both parties and the Board's General Counsel.
- 5. **Compensation:** Subject to all of the terms and conditions of the Agreement and this Final Renewal Agreement, compensation for the provision of services and deliverables during the Final Renewal Term shall be at rates and pricing identified in the Final Renewal Agreement and in Exhibit A-3, with the maximum total compensation payable to Vendor for the Final Renewal Term not to exceed Four Million Eight Hundred Thirty One Thousand Two Hundred Forty Five and 00/100 Dollars (\$4,831,245.00) ("**Total Maximum Compensation**"). The Vendor is not entitled to any payment, and the Board is not obligated to pay Vendor any amount, solely by virtue of entering into this Final Renewal Agreement. In the event of early termination of this Final Renewal Agreement, the Board will be obligated to pay only for Services actually rendered before the date of termination. The Board will not be liable under any circumstances for

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any cost of any Services performed on or after the date of termination or expiration of this Second Renewal Agreement. Vendor agrees to provide the Services at the prices set forth in Exhibit A-3 during the Final Renewal Term.

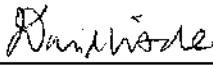
6. **Freedom of Information Act:** Vendor acknowledges that this Final Renewal Agreement and all documents submitted to the Board related to the Final Renewal Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Final Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Final Renewal Agreement shall be posted on the Board's Internet website at www.cps.edu.
7. **Original Agreement:** Except as expressly provided in this Final Renewal Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the Final Renewal Term.
8. **Counterparts and Facsimiles.** This Final 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 instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
9. **Board Approval.** The execution of this Final Renewal Agreement will be subject to approval by the members of the Chicago Board of Education.

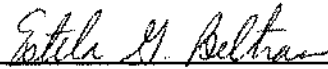
[Signature page to follow]

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IN WITNESS WHEREOF, the Parties hereto have signed this Final Renewal Agreement as of the date first written above.

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

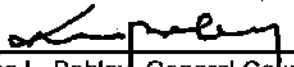
By: 
David J. Vitale, President *JNV*

Attest:  12/3/14
Estela Beltran, Secretary

Date: 12/3/14

Board Report No.: 14-0625-PR12, 14-0924-ARS-39

Approved as to Legal Form *JNV*


James L. Bebley, General Counsel

**INTERNATIONAL BACCALAUREATE
ORGANIZATION**

By: 

Name: Drew Deutsch

Title: Regional Director, IB Americas

Date: 11/20/14

Attachments:

Exhibit A-3: Scope of Services

This Agreement will be posted on the CPS Internet website.

EXHIBIT A-3

SCOPE OF SERVICES
[International Baccalaureate Organization (IB)]

Vendor: International Baccalaureate Organization

Board's Project Manager: Kyle Westbrook **Phone:** 773.553.3537 **Email:** kpwestbrook@cps.k12.il.us

IBA Project Manager: Drew Deutsch **Phone:** 301-202-3000 **Email:** drew.deutsch@ibo.org

Term: July 1, 2014- June 30, 2016

Services as described herein shall be conducted pursuant to the terms and conditions of the a the Services Agreement (the "**Agreement**") and first renewal agreement ("**First Renewal Agreement**") between the Board of Education of the City of Chicago (the "**Board**") and the International Baccalaureate Organization ("**IB**" or "**Vendor**").

I. GENERAL DESCRIPTION OF SERVICES:

IB shall provide to teachers and administrators from those Chicago Public Schools ("CPS") that the Office of Curriculum and Instruction has designated to participate in the *International Baccalaureate Diploma Programme, Middle Years Programme* and *Primary Years Programme* (collectively, the "**Programmes**"), as well as the *IB Career-related Certificate*, a series of teacher training workshops and seminars throughout the year covering the different subject groups that comprise the Programmes. IB staff shall provide the curriculum and materials (see Section II – "**Deliverables**") for these training workshops and seminars, and shall give the participating schools support in implementing the Programme curricula.

IB services shall also include (1) advising schools on how to prepare an application for IB authorization and evaluation visits; (2) provide student examinations, grading, and monitoring of assessments; and (3) provide Programme evaluation and feedback.

II. DELIVERABLES AND COMPENSATION

IB shall be paid in accordance with the pricing listed below at a total cost not to exceed \$4,831,245.00. If a payment date is not identified below, IB shall be paid in accordance with the pricing listed below and as submitted in monthly invoices.

Deliverable Description	Fee, Timeline, and Cost
Up to 33 schools receive the following core services for each Programme they are authorized to teach. <ul style="list-style-type: none">• Programme evaluation in schools.• Full access to a world-class curriculum that is comprehensively researched and regularly reviewed and updated according to a published plan.• Secure access to the Online Curriculum Center (OCC) for every teacher.• Communication and marketing support.• Assistance with university and government recognition.• Support and advice.	Annual Fees: July 2014 – June 2015: \$677,790 (payment due June 30, 2015) July 2015 – June 2016: \$846,350 (payment due June 30, 2016)
Up to 44 schools receive the following core services when applying for authorization. <ul style="list-style-type: none">• Consulting schools on how to prepare an application for IB authorization.	

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<ul style="list-style-type: none"> • Support from regional office and IB headquarters by email and telephone on all aspects of applying to be an IB World School. • Professional support in all parts of the curriculum and in cross-curricular areas such as special educational needs. <p>Access to IBIS (the IB extranet) for tasks necessary to apply for the programme.</p> <p>Consultant Services are available upon request to support schools facing challenges with program implementation</p>	<p>Consultant Services: July 2014-June 2015: \$12,000.00 July 2015-June 2016 \$12,000.00</p>
<p>IB provides workshops for up to 1,175 teachers which are up to 2 1/2 days in length. The cost per teacher is approximately *\$700. Workshops are held off-site throughout the year as well as on-site in the fall and are categorized in the following three ways:</p> <p>Category 1 Workshop The overall purpose of workshops in this category is to provide professional development and assistance for schools that have decided to apply for IB authorization. They are equally relevant for educators who are new to a school with an existing IB programme and those interested in joining an IB school.</p> <ul style="list-style-type: none"> • Participants will gain an understanding of the basic philosophy and curricular model of the programme. • Participants will gain an understanding of programme standards and practices. • Participants will gain an understanding of the appropriate programme framework. • Participants will gain an understanding of the application authorization and implementation processes. <p>Category 2 Workshop The overall purpose of workshops in this category is to provide a forum for experienced IB educators, focusing on programme delivery. There is an emphasis on assessment, teaching and learning methodologies, and exploring best practice in the classroom.</p> <ul style="list-style-type: none"> • Participants will make connections between the programme framework and practice. • Participants will enhance their understanding of the role of assessment in IB programmes. • Participants will discuss and analyze standards and practices appropriate to their role. • Participants will engage in discussion and activities aimed at sharing pedagogical techniques. <p>Category 3 Workshop The overall purpose of workshops in this category is to provide a forum for experienced educators to build on and enhance their professional development portfolios. Participants will engage in-depth investigation into specific areas of interest and expertise.</p> <ul style="list-style-type: none"> • Participants will engage in detailed discussion around topics such as: <ul style="list-style-type: none"> ▪ Learning theory ▪ Pedagogy ▪ Assessment 	<p>Workshop Fees: July 2014 – June 2015: \$495,850 July 2015 – June 2016: \$559,300</p>

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<ul style="list-style-type: none"> ▪ Other scholarly interests • Participants will engage in detailed discussion around topics such as: <ul style="list-style-type: none"> ▪ Subject specific seminars (i.e. changes to the IB curriculum) ▪ Subject specific content ▪ Administrative leadership ▪ Pedagogical leadership <p>*Workshop fees typically increase annually by 10%</p>	
<p>Vendor provides the following programme evaluation services for up to 7 schools:</p> <ul style="list-style-type: none"> • Evaluation visits and feedback for the elementary and high schools with authorized Primary Years Programmes and Middle Years Programmes. • Evaluation documents and feedback for the high schools with authorized Diploma Programmes. 	<p>Evaluation Visit Fees July 2014 – June 2015: \$25,300 July 2015 – June 2016: \$33,100</p>
<p>IB provides the following teacher support materials (available only through IB) for up to 53 schools: IB Subject Guides Teacher Support Material IB Prepared – Student books IB Course Companions IB Question Banks IB Examination paper and markscheme packs Other IB publications</p>	<p>Teacher Support Materials: July 2014 – June 2015 \$40,000 July 2015 – June 2016 \$40,000</p>
<p>IB provides MYP assessment services for up to 26 schools:</p> <ul style="list-style-type: none"> • Monitoring of MYP Assessments for 26 programs: Monitoring of assessment is a service available to IB World Schools offering the Middle Year Programmes. This service allows schools to send samples of assessed student work in order to receive feedback from an experienced Middle Years Programme moderator in the form of a report. 	<p>Monitoring Fees: July 2014 – June 2015 \$30,000 July 2015 – June 2016 \$40,000</p>
<p>IB provides:</p> <ul style="list-style-type: none"> • up to 6,650 IB exams to approximately 1,570 students in 14 High Schools • Scoring of examinations • Subject Reports • Subject Statistics • Enquiries upon results 	<p>Exam Fees July 2014 - November 2014: \$729,013 July 2015 - November 2015 \$1,290,542</p>

III. Anticipated Outcomes:

Vendor's services will result in 15 Chicago public high schools maintaining their IB Diploma Programme authorization, 18 Chicago public elementary schools and 9 Chicago public high schools maintaining their IB Middle Years Programme authorization, 2 Chicago public elementary schools maintaining their IB Primary Years Programme authorization, up to 9 Chicago public high schools applying for the Diploma Programme, up to 12 Chicago public high schools applying for the IB Middle Years Programme, 2 Chicago Public high schools maintaining their IBCC authorization and up to 15 Chicago Public high schools applying for the IB Career-related Certificate, 15 Chicago public elementary schools applying for IB Middle Years Programme authorization, and 6 Chicago public elementary schools applying for IB Primary Years Programme authorization.