AGREEMENT EXTENDING THE INTEGRATED LIBRARY SYSTEM SOLUTION AND SERVICES AGREEMENT

(Library Corporation)
Vendor No. 13137

This agreement extending the Integrated Library System Solution and Services Agreement ("**Extension Agreement**") is entered into as of the 27th day of November 2014 ("**Effective Date**") 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 Library Corporation ("**Vendor**"), collectively (the "**Parties**").

RECITALS:

A. The Parties entered into that certain Integrated Library System Solution and Services Agreement authorized by Board Report 08-0723-PR1, (the "**Agreement**") for a term commencing November 26, 2008 and ending November 25, 2010, with the Parties having two (2) options to renew for periods of two (2) years each. The Parties exercised the first option to renew for a term commencing on November 26, 2010 and ending November 26, 2012, pursuant to Board Report 10-0922-PR25 ("**First Renewal Agreement**"). The Parties exercised the second option to renew for a term commencing on November 27, 2012 and ending November 26, 2014, pursuant to Board Report 12-1024-PR2 ("**Second Renewal Agreement**"). The Agreement, First Renewal Agreement and Second Renewal Agreement shall collectively be referred to as the "**Agreement**"; and

B. Pursuant to the terms of the Agreement, the Board desires to extend the Agreement, and Vendor accepts this extension, 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 Extension 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. **Extension Term:** The parties agree to extend the Agreement for a period commencing November 27, 2014 and ending August 31, 2015 ("**Extension Term**"), unless terminated sooner as provided in the Agreement.

4. **Compensation:** Subject to all of the terms and conditions of the Agreement and this Extension Agreement, the total maximum compensation during this Extension Term shall not exceed **Two Hundred Seventy Thousand and 00/100 Dollars ($270,000.00)** ("**Total Maximum Compensation**") inclusive of all pre-approved reimbursable expenses, if any. Payments shall be made as specified in the "**Schedule of Compensation**" attached hereto and incorporated by reference as Exhibit B-2.

5. **Scope of Services:** Vendor shall continue to provide the Licensed Solution and Services as set forth in Exhibit A of the Agreement ("SOW") and its Appendix 1 throughout the Extension Term. Vendor shall, at all times, perform in accordance with the SOW; provided, however, in addition to

1

implementing all functional requirements in the SOW, Vendor shall prioritize and ensure expedited implementation of the functional requirements set forth in Appendix 1-A attached hereto and made a part hereof, which functional requirements are listed in Appendix 1 of the SOW. In addition to the functional requirements set forth in the Agreement and Appendix 1-A, Vendor shall use commercially reasonable efforts to deliver all Online Public Access Catalog usage reports ("OPAC Usage Reports") as set forth in the 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 Appendix 1-B attached hereto and made a part hereof, unless otherwise agreed by the parties.

6. **Amendment (Notices)**: Section 24 of the Agreement is hereby amended and restated in its entirety to read as follows:

"Notices: All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. Any notice involving non-performance or termination shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt if mailed. Refusal to accept delivery has the same effect as receipt.

If to the Board:	Board of Education of the City of Chicago Chief Procurement Officer One North Dearborn Street Chicago, IL 60602
with a copy to:	Board of Education of the City of Chicago General Counsel One North Dearborn Street, 9th Floor Chicago, IL 60602 Fax: (773) 553-1701
If to Consultant:	Library Corporation. 1 Research Park Inwood, WV 25428 Attn: DJ Miller"

7. **Freedom of Information Act**: Vendor acknowledges that this Extension Agreement and all documents submitted to the Board related to the Extension 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 Extension Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Extension Agreement shall be posted on the Board's Internet website at www.cps.edu.

8. **Counterparts and Facsimiles**: This Extension 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. **Original Agreement**: Except as expressly provided in this Extension Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the Extension Term.

10. **Board Approval:** The execution of this Extension Agreement is subject to approval by the members of the Chicago Board of Education.

IN WITNESS WHEREOF, the Parties hereto have signed this Extension Agreement as of the latest date written below.

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

By: _____
David J. Vitale, Board President

Attest: _____ 11/20/14
Estela Beltran, Secretary

Date: _____11/20/14_____

Board Report No.: 14-0924-PR5-- |

Approved as to Legal Form:

_____
James L. Bebley, General Counsel

LIBRARY CORPORATION

By: _____

Name: _____

Date: ____11-5-2014____

Attachments:

Appendix 1-A: **Functional Requirement Priorities**
Appendix 1-B: **OPAC Reports Priorities**
Exhibit B-2: **Schedule of Compensation**

APPENDIX 1-A
Functional Requirement Priorities

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.

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.

APPENDIX 1-B
OPAC Reports Priorities

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. (This is important, but until the Facet function is user-friendly, the stats won't be very useful)

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)