

This Agreement will be posted on the CPS website

**AGREEMENT EXERCISING THE THIRD OPTION TO RENEW
THE SERVICES AGREEMENT
[College Entrance Examination Board d/b/a The College Board]**

This Agreement Exercising the Third Option to Renew the Services Agreement ("Third Renewal Agreement") is entered into on this 1st day of July, 2016, by and between the Board of Education of the City of Chicago, a body politic and corporate (the "Board"), and the College Entrance Examination Board d/b/a The College Board ("Consultant").

RECITALS

- A. The Board and Consultant entered into that certain Services Agreement for a term commencing on May 1, 2013 and terminating on April 30, 2014, pursuant to Board Report 13-0424-PR2, with the Board having three (3) options to renew for a period of one (1) year each ("Original Agreement").
- B. The Board and Consultant renewed the Original Agreement for a period commencing the May 1, 2014 and ending June 30, 2015 ("First Renewal Agreement"). The Board and Consultant renewed the Original Agreement for a period commencing July 1, 2015 and ending June 30, 2016 ("Second Renewal Agreement"). The Original Agreement, the First Renewal Agreement, and the Second Renewal Agreement are collectively referred to as the "Agreement."
- B. Pursuant to the terms of the Agreement, the Board desires to exercise the third and final option to renew the Agreement for one (1) year, and Consultant accepts this option to renew, 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 Third Renewal Agreement.
2. **Definitions:** Any and all capitalized terms contained in this Third Renewal Agreement, and not defined herein, shall have the definition as set forth in the Agreement.
3. **Third Renewal Term:** The parties agree to renew the Agreement for a period commencing July 1, 2016 and ending June 30, 2017 ("Third Renewal Period"), unless terminated sooner as provided in the Agreement. The Board has no options to renew remaining after the completion of this Third Renewal Period.
4. **Scope of Services:** Consultant agrees to provide the services set forth in Exhibit A-3 ("Services") during the Third Renewal Period, in accordance with the terms and conditions of the Agreement, subject to the modifications contained in this Third Renewal Agreement. "Services" means collectively the services, Software, products, deliverables, duties and responsibilities described in Exhibit A-3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in the Agreement. The Board may, from time to time, request changes in the scope of Services. Upon mutual agreement of the parties, any such changes shall be documented by a written amendment to the Agreement signed by both parties and the Board's General Counsel.
5. **Compensation:** The total maximum compensation payable to the Consultant pursuant to this Third Renewal Agreement shall not exceed One Million Five Hundred Eighty Six Thousand Dollars and 00/100 (\$1,586,000) (the "Total Maximum Compensation"), as may be amended from time to time, which is inclusive of any and all reimbursable expenses. The Consultant is not entitled to any payment, and the Board is not obligated to pay Consultant any amount, solely by virtue of entering into this Third Renewal

This Agreement will be posted on the CPS website

Agreement. In the event of early termination of this Third 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 any cost of any Services performed on or after the date of termination or expiration of this Third Renewal Agreement. Consultant agrees to provide the Services at the prices set forth in Exhibit A-3 during the Third Renewal Period and shall be paid in accordance with Section 2 (BUDGET/ PRICING/PAYMENT) of Exhibit A-3. If Consultant overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Consultant under this or any other Agreement between Consultant and the Board.

6. **Original and Undisclosed Content:** Consultant represents and warrants to the Board that the content in all exams or testing materials as described in Exhibit A-3 will be original content which has not been previously administered to CPS students and has not been disclosed or made available to the public in any form whatsoever. Consultant acknowledges that compensation payable to Consultant under this Third Renewal Agreement shall be due only for those materials which include original and undisclosed content. Any violation of this clause shall constitute a default as defined in Section 10 of the Original Agreement.
7. **Certification of Eligibility:** Consultant certifies that it is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E]. Consultant further certifies that it, and each of its joint venture members if a joint venture, is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency and that in performing the Services for the Board it shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1), as may be amended from time to time.
8. **Freedom of Information Act:** Consultant acknowledges that this Third 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 comparable state and federal laws and that this Third Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Consultant further acknowledges that this Third Renewal Agreement shall be posted on the Board's website at www.cps.edu.
9. **Original Agreement:** Except as expressly provided in this Third Renewal Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the Third Renewal Period.
10. **Counterparts and Facsimiles:** This Third 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.

[Signature page to follow]

This Agreement will be posted on the CPS website

IN WITNESS WHEREOF, the parties hereto have executed this Third Renewal Agreement as of the first date set forth above.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

COLLEGE ENTRANCE EXAMINATION
BOARD D/B/A THE COLLEGE BOARD

By: Frank M. Clark
Frank M. Clark, President

By: Jeremy Slinger
Name: Jeremy Slinger

Attest: Estela G. Beltran
Estela G. Beltran, Secretary

Title: Chief Operating Officer

Date: January 12, 2017

Date: 1/20/17

By: Forrest Claypool
Forrest Claypool,
Chief Executive Officer

Board Report No.: 16-0525-PR3 - I
16-0824-AR1-48
16-1026-AR5-31
16-1207-AR4-28

Approved as to legal form: Ronald L. Marmer
Ronald L. Marmer, General Counsel

Attachments and Exhibits:

Exhibit A-3: Scope of Services

This Agreement will be posted on the CPS website

EXHIBIT A-3

SCOPE OF SERVICES

Name of Project: Advanced Placement Exam Services

CPS Project Manager: Peter Leonard Phone: 773-553-2416

E-Mail: [pileonard1@cps.edu](mailto:poleonard1@cps.edu)

Consultant's Project Manager: Jennifer McDonnell Phone: 847/653-4519

E-Mail: jmcdonnell@collegeboard.org

Term: July 1, 2016 - June 30, 2017

This Scope of Services will be conducted pursuant to the terms and conditions of the Agreement and this Second Renewal Agreement by and between The College Board ("Consultant") and The Board of Education of the City of Chicago (the "Board"), commonly known as The Chicago Public Schools ("CPS"). Defined terms used in this Scope of Services will have the same meanings as those ascribed to such terms in the Agreement.

1. **SCOPE OF SERVICES:**

Consultant will provide the following services ("Services") and materials ("Materials") to the Board's schools and the Board's Office of Magnet, Gifted and IB Programs: (A) Advanced Placement ("AP") student examinations, grading and reporting of assessment, (B) practice examinations, (C) instructional materials, (D) PSAT/NMSQT¹, PSAT 10 and PSAT 8/9 examinations, and (E) professional development.

A. **AP Exams:** Consultant shall provide and deliver to individual CPS high schools the number of AP exams ordered by each school for the May 2017 exam. Orders will be delivered in accordance to timeline outlined in the AP coordinator's manual. However, Consultant shall deliver the exams to each CPS high school that placed any such order no later than May 1, 2017. Shipping and handling will be included in the price of the exams. The Consultant shall provide approximately 20,000 exams. Consultant shall provide each school's AP coordinator, AP teachers, and designated school administrator access to the AP Online Score Reports website by the first week of August 2017. Consultant will provide each student with his/her score results for all AP exams taken in electronic form no later than July 20, 2017. Consultant will provide CPS district representative(s), the following data, plus any new data pieces added to the AP Online Score Report:

- District Summary by School
- District Summary by Student Demographics
- District Summary with Comparable Groups
- School Summary by Student Demographics
- School Summary with Comparable Groups
- Current Year Score Summary - Aggregated for Districts
- Current Year Score Summary
- Five-Year School Score Summary
- AP Equity and Excellence
- School Scholar Roster

¹ PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

This Agreement will be posted on the CPS website

- District Score Roster
- School Score Roster
- Subject Score Roster - Aggregated for Districts
- Subject Score Roster
- AP Instructional Planning Report - Aggregated for Districts
- AP Instructional Planning Report
- AP Instructional Planning Report - By Section
- College and University Totals - Aggregated for Districts
- College and University Totals
- Student Data file

Additional fees for AP exam scoring, processing, or unused exams will be charged to the individual school(s) in accordance to the list of fees detailed in the Budget/Payment/Pricing Section below.

Consultant will make the aforementioned AP participation and performance data available for CPS high school students enrolled in schools participating under this Agreement through AP Online Score Reports. If CPS requests data for non-public school students, the CPS must also submit a letter from the non-public school, stating its approval and authorization to the Consultant to release the data to the CPS.

CPS may provide the AP Online Score Reports to the state or federal agency that has funded any of exams furnished under this Agreement. CPS is prohibited from using the AP Online Score Reports and any data within the reports for any other purpose without the express written consent of the College Board.

Notwithstanding any provision to the contrary: i) the CPS acknowledges and agrees that the AP Online Score Reports, AP examination, and all items (questions) contained therein, including all copies thereof, all examination materials, is at all times exclusively owned by the Consultant, who is the exclusive owner of all rights therein, in and to the AP examination, including, without limitation, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the Consultant is passing its proprietary rights in and to the AP examination to the CPS except for the license that has been granted; ii) the parties acknowledge and agree that Consultant may use the AP exam in accordance with its normal course of business absent any permission from CPS; and iii) the Consultant shall protect the AP scores in accordance with this Agreement.

B. Practice Exams: Consultant shall provide individual schools with the correct number of practice exams that are ordered by individual schools. Schools will order practice exams during the months of November 2016 – March 2017. Consultant will deliver practice exams to the school and invoice the individual school.

C. Instructional Materials: Consultant will provide individual schools with reference materials, teacher guides, curriculum modules, vertical team guides, and science lab materials, or other materials that said school has ordered. Schools will order materials throughout the school year. Consultant will invoice the individual school for instructional materials and said school will pay directly to the Consultant. Materials ordered by the Office of Magnet, Gifted and IB Programs will be paid for by the Office of Magnet, Gifted and IB Programs upon receipt of invoice from the Consultant.

D. PSAT/NMSQT, PSAT 10 and PSAT 8/9 exams and materials: Consultant shall provide and deliver to individual CPS high schools the number of PSAT/NMSQT, PSAT 10 and/or PSAT 8/9 exams ordered by each school. Orders will be delivered in accordance to timeline outlined at <https://collegereadiness.collegeboard.org/important-dates>. However, Consultant shall deliver the exams to each CPS high school that placed any such order no later than the date provided for the applicable exam as may be found

This Agreement will be posted on the CPS website

at: <https://collegereadiness.collegeboard.org/important-dates>.. Shipping and handling will be included in the price of the exams Consultant shall provide each school's designated coordinators, teachers, students and school administrator access to the College Board's Online Score Reports website by the date provided for the applicable exam as may be found at <https://collegereadiness.collegeboard.org/important-dates>. Consultant will provide each student with his/her PSAT/NMSQT, PSAT 8/9 or PSAT 10 score results in electronic form no later than the date provided for the applicable exam as may be found at: <https://collegereadiness.collegeboard.org/important-dates>.. Consultant will ship the PSAT/NMSQT or PSAT 10, as applicable, Official Student Guide to schools provided that CPS schools have ordered by the applicable shipping date which may be found at <https://collegereadiness.collegeboard.org/important-dates>. Consultant will provide CPS district representative(s), the following, plus any new data pieces added to the Online Score Report:

- **School and Student Deliverables:**
 - PSAT/NMSQT, PSAT 10 and PSAT 8/9 test materials (test booklets for PSAT/NMSQT, PSAT 10 and PSAT 8/9; and student guides for PSAT/NMSQT and PSAT 10)
 - Student Paper Score Report (one copy sent to school)
 - Student Online Score Report, delivered via the College Board website, with linkages to, Khan Academy, a third-party website with which Consultant has established an exclusive relationship in order for students to upload their test results and receive free personalized unique study plans based on their performance, to the extent a student chooses to use these resources; students 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance
 - School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
 - School online access to Consultant's AP Potential™ website (for students in 9th grade or above)
 - The Official Educator Guide
- **CPS Deliverables:**
 - CPS online access via a district wide license to individual student score reports and aggregate score reports, and downloadable student data file
 - CPS online access via a district wide license to AP Potential website

Consultant will make the aforementioned participation and performance data available for CPS high school students enrolled in schools participating under this Agreement through Consultant's Online Score Reports website. If CPS requests data for non-public school students, the CPS must also submit a letter from the non-public school, stating its approval and authorization to the Consultant to release the data to the CPS.

CPS may provide the Online Score Reports to the state or federal agency that has funded any of exams furnished under this Agreement. CPS is prohibited from using the Online Score Reports and any data within the reports for any other purpose without the express written consent of the College Board. The Schools shall promptly return all test materials, including test booklets. CPS and the Schools are prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT/NMSQT, PSAT 10 or PSAT 8/9 booklets in whole or in part, without the prior written consent of the College Board.

This Agreement will be posted on the CPS website

Notwithstanding any provision to the contrary: i) CPS acknowledges and agrees that the Online Score Reports, PSAT/NMSQT, PSAT 10 and PSAT 8/9 examinations, and all items (questions) contained therein, including all copies thereof, all examination materials, is at all times exclusively owned by the Consultant ("Consultant PSAT IP"), who is the exclusive owner of all rights therein, in and to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 examinations, including, without limitation, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the Consultant is passing its proprietary rights in and to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 examinations to the CPS except for the license that has been granted; ii) the parties acknowledge and agree that Consultant may use the Consultant PSAT IP in accordance with its normal course of business; and iii) the Consultant shall protect the PSAT/NMSQT, PSAT 10 and PSAT 8/9 scores in accordance with this Agreement.

E. Professional Development: Consultant shall provide professional development (PD) for teachers and Counselors, AP coordinators, and school administrators. Consultant shall provide a maximum of 12 full-day (8.5 hours) sessions throughout the Term. PD topics will be agreed upon by the individual school or Office of Magnet, Gifted and IB Programs and the Consultant. All PD sessions will not exceed 30 participants per session. PD sessions will take place in CPS occupied buildings. These sessions could include PD requests by individual schools, paid for by the school or PD sessions requested by the Office of Magnet, Gifted and IB Programs and paid for by the Office of Magnet, Gifted and IB Programs. Consultant shall provide a College Board endorsed instructor to lead each PD. Consultant shall provide one set of materials per registered attendee per PD session. The list of materials for each session / workshop will be agreed upon by the Consultant and Office of Magnet, Gifted and IB Programs prior to the PD session.

2. BUDGET/ PRICING/PAYMENT:

Consultant shall be paid upon receipt of an invoice for Services rendered and/or Materials ordered and delivered. Consultant shall submit monthly invoices to the individual CPS school(s) for the Services rendered and/or Materials delivered to that school for the preceding month. If Services and/or Materials are not rendered in a given month then the Consultant shall not submit an invoice for that month. Consultant shall submit monthly invoices to the CPS Project Manager for Services rendered and/or Materials ordered by and delivered to the Office of Magnet, Gifted and IB Programs. The total maximum compensation payable to Consultant shall not exceed One Million Five Hundred Eighty Six Thousand Dollars and 00/100 (\$1,586,000).

Activity	Costs/Fees calculations	Cost
AP exam fees for May 2017 (Fees paid by each individual school)	\$93 per AP exam, with schools retaining a \$9 rebate per exam \$53 per exam for students who qualify for the AP Exam fee reduction under the College Board's eligibility criteria \$141 per AP Seminar and AP Research exam ordered, with schools retaining a \$9 rebate per exam \$101 per AP Seminar and AP Research exam for students who qualify for the AP Exam fee reduction under the College Board's eligibility criteria \$45 per alternate AP exam ordered, depending on the reason for late-testing \$15 fee per exam for all ordered but unused AP exams Late payment fee = \$225 per school that pays late Late exam order fee = \$55 per order placed late Late Exam Return: Twice the exam fee for each completed exam in shipments received after June 1, 2017 AP Score Labels: \$100 per set Free-Response Booklets: \$60: 1-20 booklets \$120: 21-50 booklets	Total not to exceed \$400,000

This Agreement will be posted on the CPS website

Activity	Costs/Fees calculations	Cost
Professional Development 2016-2017	Four sessions of three, 6.5 hour days - \$10,000 each session \$4,000 for a one-day session	\$44,000
Practice exams	50 schools x 4 AP courses x 4 exam packets x \$35	\$28,000
Teaching materials, teacher guides, and curriculum modules	Science lab manuals at \$35 each Curriculum guides \$18/course Vertical team handbooks \$48/course Teacher guides \$30/course	Total not to exceed \$20,900
PSAT 10 PSAT 8/9 exams	9 th Grade: \$5.00 per enrolled student 10 th Grade: \$9.00 per enrolled student 11 th Grade: \$13.50 per student for students not receiving a fee waiver	Not to exceed \$ 750,000
	Total not to exceed	\$1,586,000.00

3. **OUTCOMES:** Consultant's Services may contribute to: 1) teachers with appropriate AP content knowledge, teaching methodology and strategies through professional development to increase student access in AP courses; 2) an increase in the number of low-income students who take a rigorous college preparatory course such as AP; 3) an increase in the number of students who earn a "qualifying" score on AP exams; 4) an increase in the number of low-income students who take a pre-college entrance exam in preparation for the SAT; and 5) an increase in the number of students who meet the College and Career Readiness Benchmarks on the SAT.