

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AGREEMENT EXERCISING THE FIRST OPTION
TO RENEW THE PRODUCT AND SERVICES AGREEMENT
FOR HIGH DOSAGE TUTORING**

(AMPLIFY EDUCATION, INC.)

This Agreement Exercising the First Option to Renew the Product and Services Agreement for High Dosage Tutoring ("**First Renewal Agreement**") is entered into as of this July 1, 2023 ("**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, having its principal offices at 42 West Madison Street, Chicago, Illinois 60602 (the "**Board**" or "**CPS**") and Amplify Education, Inc., with offices located at 55 Washington Street, Suite 800, Brooklyn, NY 11201 ("**Vendor**"). The Board and Vendor shall be referred to collectively herein as the "**Parties**" or individually as a "**Party**."

RECITALS:

- A. The Board and Vendor entered into that certain Product and Services Agreement for High Dosage Tutoring for a term commencing January 21, 2022 and continuing through June 30, 2023 ("**Original Agreement**") (authorized by Board Report: 21-0728-RS7), with the Board having three (3) options to renew for a period of one (1) year each; and
- B. The Board now desires to exercise the first option to renew the Original Agreement upon the terms and conditions as set forth in this First Renewal Agreement, and Vendor accepts this First Renewal Agreement on the terms and conditions hereinafter set forth. The Original Agreement and this First Renewal Agreement are collectively referred to as the "**Agreement**."

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated into and made a part of this First Renewal Agreement by this reference, and the mutual covenants contained herein, the Parties agree as follows:

1. **Definitions:** Any and all capitalized terms contained in this First Renewal Agreement, and not defined herein, shall have the definition as set forth in the Original Agreement.
2. **First Renewal Term:** The term of the First Renewal Agreement shall commence on July 1, 2023 and continue through June 30, 2024 ("**First Renewal Term**"), unless terminated sooner as provided in the Original Agreement. The Board shall have two (2) remaining options to renew the Agreement after the First Renewal Term expires.
3. **Scope of Products and Services:** During the First Renewal Term, Vendor shall continue to provide the Products and Services as set forth and described in the Original Agreement, including **Exhibit A** attached thereto and incorporated therein.
4. **Compensation:** During the First Renewal Term, Vendor shall be paid in accordance with the Schedule of Compensation attached hereto and incorporated herein as **Exhibit B-1** which replaces **Exhibit B** attached to the Original Agreement. The maximum compensation payable to Vendor during the First Renewal Term shall not exceed the amount stated in the Board Report, which is referenced on the signature page of this First Renewal Agreement, as may be amended ("**Maximum Compensation Amount**"). It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. The Board shall not reimburse for any expenses.

Compensation shall be based on actual Services performed during the First Renewal Term and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided. If Vendor 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 Vendor under this or any other agreement between Vendor and the Board.

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5. **Entire Agreement:** Except as expressly provided in this First Renewal Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the First Renewal Term.
6. **Counterparts and Electronic Signatures:** This First 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 other electronic means shall be considered binding on both Parties.
7. **Board Approval:** This First Renewal Agreement is subject to approval by the members of the Board of Education of the City of Chicago.

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IN WITNESS WHEREOF, the Parties have caused this First Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date.

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

DS
ES

AMPLIFY EDUCATION, INC.

DocuSigned by:
By: Jianan Shi
D5020923484044E...
Jianan Shi, President

By: Melissa Ulan

Name: Melissa Ulan

Title: SVP Product, Literacy

DocuSigned by:
Attest: Susan J. Narrajos
ADCB240349B6440...
Susan J. Narrajos, Secretary

Date: 07 / 25 / 2023

Date: August 4, 2023 | 12:45:32 PM CDT

DocuSigned by:
By: Pedro Martinez
AA17786A4B2446C...
Pedro Martinez, Chief Executive Officer

Board Report No. 23-0524-PR5-1

Approved as to Legal Form:

DS
CO

DS
JDE

DS
ES

DocuSigned by:
By: Ruchi Verma
56B562E0FFA44C0...
Ruchi Verma, General Counsel

Attachment:

Exhibit B-1 - Schedule of Compensation for First Renewal Term

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EXHIBIT B-1
Schedule of Compensation

Itemized Prices for Project Management, Site Directors and Training				
Vendor Name		Amplify Education, Inc.		
Subject		K-5 Literacy		
Contact Name		Michael Kasloff		
Title		Regional Vice President		
Email Address		mkasloff@amplify.com; bids@amplify.com		
Phone Number		862-215-4505		
Initial Term	Projected Costs			
Item	Initial Term Total for Year 1 and Year 2	Total for Year 1	Total for Year 2	Hourly Rate / Rate per mile
Program management team <i>Dedicated FTEs. Not represented in any other category in cost exhibit.</i>	\$ 1,002,972.00	\$ 376,360.00	\$ 626,612.00	\$197.00
Data Analyst <i>Dedicated FTEs. Not represented in any other category in cost exhibit.</i>	\$ 200,078.00	\$ 75,078.00	\$ 125,000.00	\$174.50
Travel for Prgm Mgmt staff	\$ 44,800.00	\$ 22,400.00	\$ 22,400.00	
Equipment for dedicated Program Management FTEs <i>Purchased equipment to be returned to CPS at the completion of contract.</i>	\$ 32,500.00	\$ 25,000.00	\$ 7,500.00	
Configuration for school mCLASS groups	\$ 162,800.00	\$ 81,400.00	\$ 81,400.00	
7 Site Directors <i>Dedicated FTEs. Not represented in any other category in cost</i>	\$ 2,153,844.00	\$ 848,484.00	\$ 1,305,360.00	\$129.50

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<i>exhibit.</i>				
Local travel for Site Directors	\$ 118,000.00	\$ 44,000.00	\$ 74,000.00	\$0.58/mile
Equipment for site directors				
<i>Purchased equipment to be returned to CPS at the completion of contract.</i>	\$ 42,500.00	\$ 35,000.00	\$ 7,500.00	
Design & Delivery of School POCs/ Principals/ Teachers Virtual Training/ office hours				
Delivery	\$ 137,700.00	\$ 56,250.00	\$ 81,450.00	\$450.00
Design	\$ 43,813.00	\$ 21,000.00	\$ 22,813.00	Flat Fee Total
Design & Delivery of Tutor Virtual Training/ office hours				
Delivery	\$ 182,250.00	\$ 69,300.00	\$ 112,950.00	\$450.00
Design	\$ 74,563.00	\$ 29,250.00	\$ 45,313.00	Flat Fee Total
Orientation recordings for School Points of Contact & Teachers	\$ 6,000.00	\$ 6,000.00	\$ -	
Webinars for Caregivers (both English & Spanish)	\$ 10,500.00	\$ 4,500.00	\$ 6,000.00	
Virtual Coach to provide response, on-demand support				
<i>Dedicated FTEs. Not represented in any other category in cost exhibit.</i>	\$ 288,750.00	\$ 113,750.00	\$ 175,000.00	\$121.50
Onboarding Course	\$ 120,000.00	\$ 70,000.00	\$ 50,000.00	
Total	\$4,621,070	\$1,877,772	\$2,743,298	
		Est. # of students Year 1	Est. # of students Year 2	
		12,000	17,000	
Full Year Licenses				
Annual Student License - OPTION B	\$80.00		\$1,360,000.00	

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Payments shall be issued as services are rendered.				
The costs identified for the FTEs who make up the Program Management Team, Site Directors, and the Data Analyst, are distinct costs that are not duplicated across multiple line items.				
Initial Term				
Initial Term - Summary				
Initial Term – Year 1 Option A	\$ 1,877,772.00			
Initial Term - Year 1 Option B	\$ 1,877,772.00			
Initial Term – Year 2 Option A	\$ 2,743,298.00			
Initial Term - Year 2 Option B	\$ 4,103,298.00			
Renewal Option B	\$ 4,103,298.00			
Renewal Term				
	Per Year Cost	Description		
Renewal Term - Year 1	\$4,350,000	Rates indicated above continue to apply.		

Dates of the invoice to be the 15th of the month following, the dollar amount will not be a set amount, it will be dependent on services provided.