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## SECOND AMENDMENT TO SERVICES AGREEMENT

(R.R. Donnelley & Sons Company)

This Second Amendment to Services Agreement (“**Second Amendment**”) is entered into as of June 30, 2020 (“**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, with offices located at 42 West Madison Street, Chicago, IL 60602 (the “**Board**” or “**CPS**”) and R.R. Donnelley & Sons Company, with offices located at 35 West Wacker Drive, 36th floor, Chicago, Illinois 60601 (“**Vendor**”), and referred to individually as the “**Party**” and collectively as the “**Parties**”.

### RECITALS

- A. The Board and Vendor entered into that certain Services Agreement dated April 20, 2020 (“**Original Agreement**”) pursuant to which Vendor provides third quarter report card printing, processing, mailing and related services more fully described in the Original Agreement;
- B. The Board and Vendor entered into that certain Amendment to Services Agreement (“**Amendment**”) on May 15, 2020 pursuant to which Vendor provides fourth quarter report card printing, processing, mailing and related services as more fully described in the Amendment; and
- C. The parties now wish to amend the Original Agreement add summer school report card printing, processing, mailing and related services as set forth in this Second Amendment. The Original Agreement, as amended by the Amendment and this Second Amendment, shall be collectively referred to herein as the “**Agreement.**”

**NOW THEREFORE**, in consideration of the foregoing, which are incorporated into and made a part of this Second Amendment by this reference, and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Definitions:** Any and all capitalized terms contained in this Second Amendment and not defined herein shall have the definition as set forth in the Original Agreement.
2. **Term:** The Term of the Agreement is hereby amended to continue through September 30, 2020 (“**Term**”) unless terminated sooner as provided in the Agreement.
3. **Second Amendment to Exhibit A, Section II (Task/Deliverable Schedule):** As of the Effective Date of this Second Amendment, row 4, column 1 of the chart contained in Exhibit A, Section II is amended as follows: the phrase “Additional report cards and progress reports (above 550,422)” is hereby deleted and replaced with “Additional Report Cards, Progress Reports, and Summer School Report Cards (above 578,722)”.
4. **Additional Services:** In addition to the Services described in the Original Agreement and the Amendment, Vendor shall provide, through the remainder of the Term, the “Additional Services” described in the Second Scope of Additional Services attached hereto and incorporated into this Second Amendment as Exhibit C. The Additional Services are “Services” hereunder.
5. **Compensation:** In addition to the compensation described in the Original Agreement and the Amendment, Vendor shall be paid according to the pricing terms included in the Second Scope of Additional Services. The Total Maximum Compensation Amount payable to Vendor during the Term, including the Maximum Compensation Amount set forth in the Original Agreement and the Amendment, is hereby amended from Five Hundred Sixty Thousand One Hundred Seventy Three and 00/100 Dollars (\$560,173.00) to Five Hundred Eighty-Three Thousand One-Hundred Seventy Four and 00/100 Dollars (\$583,174.00) (“Total Maximum Compensation Amount”). For the avoidance of doubt, the Total Maximum Compensation Amount shall be understood to be the amount referred to, and intended to replace in its

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entirety, the Maximum Compensation Amount for the Term wherever referred to in the Original Agreement. Vendor acknowledges and agrees that the Total Maximum Compensation Amount referenced hereinabove is a 'not-to-exceed amount' and is not a guaranteed payment.

6. **Agreement:** Except as specifically amended herein, the Original Agreement remains in full force and effect. In the event of a conflict between the provisions of this Second Amendment and those of the Original Agreement), this Second Amendment shall control.

7. **Freedom of Information Act:** Vendor acknowledges that this Second Amendment 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 Second Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44.

8. **Counterparts and Electronic Signatures:** This Second Amendment 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 electronic means shall be considered binding for both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the Effective Date.

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

**R.R. DONNELLEY & SONS COMPANY**

DocuSigned by:  
By: Janice K. Jackson  
Janice K. Jackson, Ed.D.,  
Chief Executive Officer

By: [Signature]  
Name: Joshua D Bryzelak  
Title: President, Veritas  
Date: 8/31/2020

Date: September 1, 2020

Board Report: 20-0624-RS1

Approved as to legal form: [SP] [JG] [JB]

DocuSigned by:  
Joseph T. Moriarty  
Joseph T. Moriarty  
General Counsel

**Attachment:**

**Exhibit C: Second Scope of Additional Services**

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**EXHIBIT C**  
**SECOND SCOPE OF ADDITIONAL SERVICES**  
**(R.R. Donnelley & Sons Company)**

**Name of Project:** Print, Process, and Mail Summer School Report Cards

**CPS Project Manager:** Patrick Gallagher      **Phone:** 773-553-3475 **E-Mail:** pfgallagher@cps.edu

**Vendor's Project Manager:** Josh Levey      **Phone:** 312.256.1907 **E-Mail:** josh.levey@rrd.com

**Term:** April 20, 2020 through September 30, 2020

This Second Scope of Additional Services is governed by the terms and conditions of the Original Agreement, as amended. This Second Scope of Additional Services is in addition to the Scope of Services attached to the Original Agreement as Exhibit A, and the Scope of Additional Services attached as Exhibit B, and does not replace Exhibit A or Exhibit B. Together, the Scope of Services, the Scope of Additional Services, and this Second Scope of Additional Services set forth the "Services" under the Agreement.

**I. DESCRIPTION OF ADDITIONAL SERVICES:**

A. Custom Print Services

For Summer School CPS Report Cards (Summer Learning, Office of Language and Cultural Education ("OLCE") Support, Extended School Year, OLCE HS Credit Attainment, HS CS Credit Recovery, including high school, elementary school, and kindergarten versions, collectively, "Summer School Report Cards"), CPS will produce PDF files and transport them to the Vendor for fulfillment processing. The Vendor will extract the Student ID from pre-merged PDF files using Optical Character Recognition (OCR) scanning technology and perform a lookup function from a master address list furnished by CPS that has a Student ID tied to the correct mailing address and school return address.

Vendor shall provide the following Services to the Board:

- i) Printing, Processing, and Mailing Summer School Report Cards, including but not limited to the following:
  - a) Provide a secure transport method for sharing PDF files to be fulfilled;
  - b) Gang run like report cards in daily batches;
  - c) Matching address to student report card;
  - d) Folding of report cards;
  - e) Insert in 6x9.5 non-window envelope (provided by Vendor);
  - f) Sealing envelopes and mailing letters as U.S. first-class (commingled); and
  - g) Inkjet image mail panel and return address.

There is one version of Summer School Report Cards that Vendor shall print on 60# smooth uncoated text and as follows:

<b>Version</b>	<b>Quantity (approximate)</b>	<b>Print</b>	<b>Page Count</b>	<b>Impression Count (approximate)</b>
<b>vi. Summer School Report Cards</b>				
a. Summer Learning	22,000	K/K	2	44,000

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b. OLCE Support	3,000	K/K	2	6,000
c. Extended School Year	3,000	K/K	3 (avg.)	9,000
d. OLCE HS Credit Attainment	100	K/K	2	200
e. HS CS Credit Recovery	200	K/K	2	400

**II. TASK/DELIVERABLE SCHEDULE:**

<b>Task/Deliverable Description</b>	<b>Date</b>	<b>Estimated Cost</b>	<b>Maximum Cost</b>
Initial Postage Fee \$.42 Commingled First-Class Sorted Postage 28,300 Total Mailings (28,300 for Summer School Report Cards)	Upon execution of the Agreement	\$12,311.00	\$12,311.00
Printing, Processing, and Mailing for 28,300 Total Mailings of Summer School Report Cards	July 30 - September 30, 2020	\$10,690.00	\$10,690.00
<b>TOTAL COST for this Second Amendment (Not to Exceed)</b>		<b>\$23,001.00</b>	<b>\$23,001.00</b>
<b>Maximum Compensation (Not to Exceed)</b>		<b>\$583,174.00</b>	<b>\$583,174.00</b>

**III. OUTCOMES:**

Vendor's Services will result in:

- (i) Student report cards will be printed and mailed directly to the student address on file with the return address set to the school address of the student; and
- (ii) Parents/Guardians will receive an official report of their child's summer school grades.

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**IV. PRICING AND PAYMENT SCHEDULE**

Upon the execution of this Second Amendment, Vendor shall submit an invoice to CPS in the amount of Twelve Thousand, Three Hundred Eleven and 00/100 Dollars (\$12,311.00) (Initial Fee for First-Class Postage). Thereafter, Vendor shall invoice CPS for actual services provided and upon completion of each Task (as described above). The Total Maximum Compensation payable to Vendor for the remainder of the Term, including the Initial Fees and all Services and tasks set forth in Exhibit A, Exhibit B, and Exhibit C to the Agreement shall not exceed an aggregate amount of Five Hundred Eighty-Three Thousand One-Hundred Seventy Four and 00/100 Dollars (\$583,174.00) (“Total Maximum Compensation Amount”). All payment procedures and invoicing shall comply with Section 3 of the Original Agreement.