

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**FIRST AMENDMENT TO THE SECOND AND THIRD OPTIONS TO RENEW THE CONSULTING SERVICES AGREEMENT**

***(Frontline Technologies LLC d/b/a Frontline Education)***

This First Amendment to the Second and Third Options to Renew the Consulting Services Agreement ("**First Amendment**") is entered into as of the date last signed below ("**Effective Date**") by the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, (the "**Board**" or "**CPS**"), and Frontline Technologies LLC d/b/a Frontline Education, with principal place of business located at 1400 Atwater Drive, Malvern, PA 19355-8701 (the "**Vendor**").

**RECITALS**

- A. The Board and Provider entered into that certain Consulting Services Agreement for a term commencing on July 1, 2018 and continuing through June 30, 2019 (the "**Original Agreement**") (authorized by Board Report No. 18-0523-PR24, with the Board having three (3) options to renew for a period of one (1) year each.;
- B. The Board exercised its first option to renew the Original Agreement, and the parties entered into that certain First Renewal Agreement for a term commencing on July 1, 2019 and continuing through June 30, 2020 pursuant to Board Report 19-0522-PR15 ("**First Renewal Agreement**"); and
- C. The Board exercised its second and third options to renew the Original Agreement, and the parties entered into that certain First Renewal Agreement for a term commencing on July 1, 2020 and continuing through June 30, 2022 pursuant to Board Report 20-0422-PR14 ("**Final Renewal Agreement**"). The Original Agreement, the First Renewal Agreement, and the Final Renewal Agreement shall be collectively referred to herein as the "Existing Agreement"; and
- D. The parties now desire to amend the Existing Agreement to increase the maximum compensation as is set forth in further detail below. This First Amendment and the Existing Agreement shall be referred to herein as the "**Agreement**".

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration, the parties agree as follows:

- 1. **Definitions.** Any and all capitalized terms shall have the same meaning as defined in the Existing Agreement unless otherwise defined herein.
- 2. **Amendment to Maximum Compensation Amount:** The Maximum Compensation" of the Existing Agreement is hereby amended as follows:
  - 4.1 **Amended Compensation.** The total maximum compensation payable to Vendor during the Term is hereby increased from Three Hundred and Thirty Thousand and 00/100 Dollars (\$330,000.00) to Three Hundred and fifty Five Thousand and 00/100 Dollars (\$355,000.00) ("**Amended Maximum Compensation Amount**"). This Amended Maximum Compensation Amount shall apply to the Term ending on June 30, 2022. With the exception of this change to Maximum Compensation, all other provisions regarding compensation shall remain unchanged.
- 3. **Entire Agreement.** Except as expressly provided in this First Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect.
- 4. **Counterparts and Electronic Signature.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which

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together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both Parties.

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IN WITNESS WHEREOF, the Parties have entered into this First Amendment by their duly authorized representatives as of the last date written below.

BOARD OF EDUCATION  
OF THE CITY OF CHICAGO

<sup>DS</sup>  
ES

FRONTLINE TECHNOLOGIES LLC D/B/A  
FRONTLINE EDUCATION

DocuSigned by:  
Miguel del Valle  
By: D5029923484041E  
Miguel del Valle, President

By: Gregory A. Doran

Name: Gregory A. Doran

Title: Chief Financial Officer

Date: 12/06/2022

DocuSigned by:  
Estela G. Beltran  
Attest: 06EC32BB76214FE  
Estela G. Beltran, Secretary

Date: December 8, 2022 | 10:27:54 AM CST

DocuSigned by:  
Pedro Martinez  
By: 8E9397A6E19E43B  
Pedro Martinez, Chief Executive Officer

Board Report No. 21-0526-PR17; 21-0922-AR1-II-5 ;21-1027-AR1-I-16; 21-1215-AR1-I-15; 22-0223-AR1-I-16;  
22-0427-AR1-I-15; 22-0622-AR1-I-11; 22-0824-AR1-I-8;  
22-1026-AR1-I-8; 22-1207-AR1-I-8

Approved as to Legal Form: <sup>DS</sup> MB <sup>DS</sup> JDE <sup>DS</sup> ES

DocuSigned by:  
Joseph T. Moriarty  
By: 571EC59C33144C5  
Joseph T. Moriarty, General Counsel