

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AGREEMENT EXERCISING THE SECOND OPTION
TO RENEW THE SERVICES AGREEMENT**

(PowerSchool Group, LLC)

This Agreement Exercising the Second Option to Renew the Services Agreement (“**Second Renewal Agreement**”) is entered into as of July 1, 2022 (“**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, Illinois 60602 (the “**Board**” or “**CPS**”), and PowerSchool Group, LLC, with offices located at 805 Las Crimas Parkway, Suite 400, Austin, Texas, 78746 (“**Vendor**”). Vendor and the Board are referred to herein collectively as the “**Parties**” or each individually as a “**Party**.”

RECITALS:

- A. The Board and Vendor entered into that certain Services Agreement for a term commencing July 1, 2018 and continuing through June 30, 2021 (“**Original Agreement**”) (authorized by Board Report: 18-0425-PR14), with the Board having two (2) options to renew for a period of one (1) year each; and
- 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, 2021 and continuing through June 30, 2022, (authorized by Board Report: 21-0428-PR12). The Original Agreement and the First Renewal Agreement shall be collectively referred to herein as the “**Existing Agreement**”; and
- C. The Board now desires to exercise the second option to renew the Original Agreement upon the terms and conditions as set forth in this (“**Second Renewal Agreement**”), and Vendor accepts this Second Renewal Agreement on the terms and conditions hereinafter set forth. The Original Agreement, First Renewal Agreement, and this Second 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 Second Renewal Agreement by this reference, and the mutual covenants contained herein, the Parties agree as follows, subject to approval by the members of the Chicago Board of Education:

1. **Definitions:** Any and all capitalized terms contained in this Second Renewal Agreement, and not defined herein, shall have the definition as set forth in the Original Agreement.
2. **Second Renewal Term:** The term of the Second Renewal Agreement shall commence on July 1, 2022 and continue through June 30, 2023 (“**Second Renewal Term**”), unless terminated sooner as provided in the Original Agreement. The Board shall have no remaining options to renew the Agreement after the Second Renewal Term expires.
3. **Scope of Services:** During the Second Renewal Term, Vendor shall continue to provide those Services as set forth and described in **Exhibit A-1** of the First Renewal Agreement, which shall remain in full force and effect for the Second Renewal Term.
4. **Compensation:** During the Second Renewal Term, Vendor shall continue to be paid in accordance with the pricing set forth in the Schedules of Costs terms attached and incorporated into the Original Agreement as **Exhibit B**. The maximum compensation payable to Vendor during the Second Renewal Term shall not exceed the amount stated in the Board Report, which is referenced on the signature page of this Second 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. Compensation shall be based on actual Services performed during the Second Renewal Term and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement. No expenses shall be reimbursed under the Agreement unless such expenses are specifically set

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forth herein. 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

5. Entire Agreement: Except as expressly provided in this Second Renewal Agreement, all terms and conditions of the Agreement shall remain in full force and effect during the Second Renewal Term.

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

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

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POWERSCHOOL GROUP, LLC

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

DocuSigned by:
By: Philip Radmilovic
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Name: PHILIP Radmilovic
Title: VP Treasurer

DocuSigned by:
Attest: Estela G. Beltran
00FC32BB70214FE...
Estela G. Beltran, Secretary

Date: 7/26/2022

Date: August 1, 2022

DocuSigned by:
By: Pedro Martinez
EF57B76ABC00427...
Pedro Martinez, Chief Executive Officer

Board Report No. 22-0622-PR20

Approved as to Legal Form: DS CO DS ES DS ✓

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