RENEWAL AGREEMENT

Between

Illinois State Board of Education
Illinois Board of Higher Education
Illinois Community College Board
And
Barbour, Griffith & Rogers, Inc.

The parties hereto, the Illinois State Board of Education (hereafter “ISBE”), the Illinois Board of Higher Education (hereafter “IBHE”), the Illinois Community College Board (hereafter “ICCB”) (collectively “the Boards”) and Barbour, Griffith & Rogers, Inc. (hereafter “Contractor”) have reviewed their collaborative efforts to advance the various educational interests of the State of Illinois during the term of the 107th Congress. The Boards hereby find and declare in accordance with clause 2(c) of the Agreement defining their responsibilities to each other since January 2001, that Contractor has satisfactorily performed the services required of Contractor. Therefore, the parties agree that the Agreement of January 2001 is hereby renewed as permitted by clause 2(c) for a full and complete additional two-year period commencing January 1, 2003 through and including December 31, 2004. The parties further agree to the following modifications as permitted by clause 2(c) of the Agreement, which will enable the Boards to benefit from Contractor’s services in considering and addressing both ongoing issues and new initiatives being introduced into Congress or before various federal agencies.

1. PAYMENT.

a) Contractor’s right to submit a final claim pursuant to clause 3 of the Agreement is hereby modified. Contractor’s final claim for any and all services performed or expenses incurred pursuant to the Agreement shall be submitted by no later than January 31, 2003 rather than January 15, 2003. Said final claim for compensation and reimbursement may be at the rate applicable to such claims during the period of the Agreement ending December 31, 2002, and shall be payable in the amounts claimed so long as said claims do not exceed said applicable rate.

b) For services performed on and after January 1, 2003, Contractor may claim compensation therefore at a rate of $27,750 per month. Contractor’s claims for services performed shall not therefore aggregate during any 12-month period covered by this Agreement to a sum greater than $333,000. In addition, Contractor may claim reimbursement for expenses incurred not
exceeding in aggregate the sum of $18,000 during any 12-month period covered by this Agreement. Contractor may submit claims using the same procedure as applied during the period from January 2001 through and including December 2002. Contractor shall submit a final claim for any and all services on or before January 15, 2005 as initially provided for as a contingency in clause 3 of the Agreement of January 2001; however, owing to the financial constraints upon the government of the State of Illinois which have necessitated the reduction in the sums available to obtain services from Contractor, the parties agree that should Contractor fail to submit a claim by any June 30 occurring during the term of this Agreement for services performed during said month or for expenses incurred, including any claims for services or expenses arising between the prior January 1 through said June 30 and not previously claimed by Contractor, and fails to submit such claim by the ensuing July 31, such claim may not thereafter be submitted and shall not be payable.

All claims shall contain such detail as the Boards may reasonably require.

c) The parties agree that the Boards shall not be jointly and severally liable for the full financial obligations to Contractor arising pursuant to subclause (b) of this clause. While each Board shall endeavor to secure sufficient appropriations to meet its respective portion of the obligations assumed by the Boards, the parties agree that for services performed by Contractor ISBE’s obligation to compensate shall not be greater than $18,500 per month. Each of the other Boards shall not have an obligation greater than $4,625 per month. In addition, the parties agree that for expenses incurred and claimable by Contractor ISBE shall be solely responsible for payment of such obligation. Accordingly, the parties agree that the Boards’ collective obligations to compensate Contractor for services performed during any 12-month period covered by this Agreement shall not exceed the $333,000 provided for in subclause (b) of this clause plus the $18,000 claimable from ISBE for expenses and that the total obligations of the Boards during the full term of the renewed Agreement shall not exceed the sum of $702,000.

The parties agree that all obligations of the Boards shall be contingent upon the availability to each of them of funds appropriated to them by the Illinois General Assembly and expendable by them for purposes consistent with the purposes of this Agreement.
2. KEY PERSON(S), PERFORMANCE OF WORK.

a) Key Person(s). The parties agree that immediately upon signing this renewal of the agreement they shall confer and further review clause 4 of the agreement hereby being renewed. They shall identify from among Contractor’s personnel the person(s) who shall be chiefly responsible for performing Contractor’s obligations pursuant to this Agreement. Upon written confirmation from Contractor to the Boards of the identity or identities of said person(s), said person(s) shall be assigned to perform the work required so as to assure its satisfactory performance by Contractor. In the event that any of the person(s) so assigned thereafter ceases employment with Contractor, or becomes incapacitated and so unable to perform the work required of them, Contractor shall immediately notify the Boards in writing of such occurrence and the parties shall promptly confer and determine and provide for the basis upon which Contractor shall assure the continuing performance of work. They shall confirm their understandings in writing, which writing shall be retained by them as part of the record of performance of this Agreement by Contractor.

b) Performance of Work. The parties agree that the procedures arising pursuant to clause 1 of the Agreement shall continue to be used by them to assure clear, continuous, effective communication between them and collaboration by them. The parties also agree that the reporting procedures arising pursuant to clause 2(b) of the Agreement, including that providing for a mid-contract review, shall continue to be used by them in furtherance of their joint efforts.

3. GENERAL PROVISIONS.

a) Notices. In lieu of the designees previously identified by the parties to receive any formal written communication arising pursuant to the Agreement, the parties agree that on and after the signing of this renewal, all notices shall be sent respectively to: ISBE, Dr. Robert E. Schiller, State Superintendent of Education; IBHE, Daniel J. LaVista, Executive Director; ICCB, Joseph J. Cipfl, Ph.D, President and CEO; BGR, Haley Barbour, Chairman and CEO.

b) Construction, Term and Entirety. The parties agree that all terms and conditions of the Agreement hereby being renewed not inconsistent with the express terms and conditions hereof shall continue in full force and effect throughout the period covered by
this renewal of said Agreement. This renewal of the Agreement shall become effective when signed by the parties and shall continue in full force and effect through and including December 31, 2004 as a multiyear Agreement between the parties. This renewal of said agreement together with the agreement referenced herein and such understandings as have arisen from time to time between the parties as modifications to the agreement not inconsistent herewith constitute the entire Agreement between the parties.

In compliance with P.A. 90-452, amending 30 ILCS 105/9.02(a), the contract is hereby approved by the State Superintendent of Education, Dr. Robert E. Schiller, Agency Comptroller, David Wood and General Counsel, Respicio F. Vazquez.

Illinois State Board of Education

Dr. Robert E. Schiller
State Superintendent of Education

David Wood
Comptroller

Respicio F. Vazquez
General Counsel

Barbour, Griffith & Rogers, Inc.

Haley Barbour
Chairman and CEO

Date

Date
Illinois Board of Higher Education

________________________________________
Daniel J. LaVista
Executive Director

Date

Illinois Community College Board

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Joseph J. Cipfl, Ph.D.
President and CEO

Date

Bgrrenewal(12/9/02)