

**Non-DPS Contractual Agreement
Cover Sheet**

From: Brandie V. Knazze *BR*
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Deputy Commissioner
Family and Support Services

To: Tom Dziejdzic
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Department of Finance

Date: January 6, 2017

Please create a Blanket Purchase Order in FMPS for the attached Non-DPS Agreement. The following summary values must be identified to create a Blanket Purchase Order.

PO Number (if request is a Modification): TBD

Department Number: 050

Supplier Name: The Board of Education of the City of Chicago

Supplier Number: 1032857

Supplier Site: A

Ship-To: 050 – 2005 Family and Support Services

Bill-To: 050 – 2005 Family and Support Services

Agreed Amount: \$1,000,000.00

Target Market: N/A

Goods or Services: Services

Description of Agreement: CPS Intergovernmental Agreement for Computer Science for All Program

Agreement Start Date: January 1, 2017

Agreement End Date: December 31, 2017

Please submit one fully executed and redacted copy of the Signature Ordinance, Contract/Agreement, and the Economic Disclosure Summary (EDS). Please submit only single-sided hard copies. In addition, please check the link to ensure that the supplier is not on the debarred vendor list.

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

month period. Such report shall indicate the name, title and salary of each such employee, the department or agency in which the title appears, the department or agency to which the employee is assigned, and a description of the duties being performed under the assignment. This provision shall not apply to work performed by one department or agency for another pursuant to contract. The first report shall be presented on April 20, 2017, and shall cover the period beginning January 1, 2017.

SECTION 7. The Commissioner of Human Resources shall prepare and present to the City Council on the twentieth day of each month a written report of all vacancies occurring during the preceding month due to resignation, retirement, death, layoff, promotion, demotion, discharge, or termination. The report shall be submitted on a form to be prepared by the Commissioner of Human Resources. The Commissioner of Human Resources shall prepare and present to the City Council monthly reports on all City employees hired during the preceding quarter.

The Budget Director shall prepare and present to the City Council on the twentieth day of each month, or post online on a monthly basis, a report of the overtime compensation paid to employees during the preceding month, on a form to be prepared by the Committee on the Budget and Government Operations.

SECTION 8. Grant applications, expenditures of grant funds, and all other aspects of the grant process described in this section shall be carried out in adherence to City-wide policies and procedures established and administered by the Office of Budget and Management in consultation with the Department of Finance, pursuant to the Mayor's direction, and shall further be subject to the limitations of this section. These mandatory policies and procedures shall govern all city grants, including those authorized under any municipal code provision or uncodified ordinance.

Subject to such policies and procedures, the Mayor and the heads of the various departments and agencies of the City Government are authorized to apply for grants from governmental and private grantors. With respect to such grants, and also with respect to city funds appropriated for grants to third parties, the Mayor and the heads of the various departments and agencies are authorized to execute grant and subgrant agreements and amendments thereto to effectuate the purposes of such grants and appropriations; to indemnify the grantor with respect to the performance of the grant, subject to the approval of the Corporation Counsel; and to execute such documents, and provide such additional information, assurances and certifications as are necessary, in connection with any of the foregoing, all subject to the foregoing mandatory Office of Budget and Management policies and procedures.

To the extent that revenue of a grant is not described in the appropriation from Fund 925—Grant Funds, or that an amendment increases the budget of a project beyond the appropriation described hereinafter, no expenditure of such grant revenues shall be made without prior approval of the City Council.

The Comptroller and the heads of the various departments and agencies of the City Government shall administer the revenues of grants received by standard accounts, in accordance with the standard classification of accounts and with the manual of the Department of Finance.

No later than the tenth day of each month, the Budget Director shall provide to the Committee on Finance a compilation of all grants awarded to the City in the preceding month.

On or before May 15, 2017, and on or before November 15, 2017, the Office of Budget and Management shall provide to the Committee on the Budget and Government Operations a report showing all federal and state funds received or administered by the City for the time periods October 1, 2016, through March 31, 2017, and April 1, 2017, through September 30, 2017, respectively. Community Development Block Grant funds shall be excluded from this report. The report shall list the amounts disbursed and purposes for which disbursements were made, and shall indicate the Grantor of the funds, purpose, service area(s) and number of positions supported.

In connection with any delegate agency grant agreements entered into between the City and the respective delegate agencies for 2017, the Chief Procurement Officer shall be authorized to resolve disputes between the respective delegate agency and the appropriate City department or agency and to promulgate and implement regulations in connection therewith.

SECTION 9. Any employee who is required and is authorized to use his or her personally owned automobile in the regular conduct of official City business shall be allowed and paid at the rate established from time to time by the Internal Revenue Service for the number of miles per month use of such privately owned automobile, to a maximum amount of \$550 per month, such maximum to be adjusted upward on February 1 of each year by the percentage increase, if any, in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest \$5 increment. Each annual adjustment shall be based on the adjusted amount for the previous year. Provided further, the foregoing computation shall be subject to provisions contained in contracts approved by the City Council between the City and recognized collective bargaining agents; and provided further that this allowance is subject to change by the City Council during the fiscal year in accordance with such contracts.

SECTION 10. In accordance with Section 2-60-080 of the Municipal Code, no expenditure may be made from any fund or line item account herein for the purpose of executing settlement agreements or entering into consent orders except upon order of the City Council. Provided, however, that this section shall not apply to: (i) settlement agreements or consent orders entered into where the amount is \$100,000 or less, or (ii) offers of judgment of \$500,000 or less made and accepted pursuant to Federal Rule of Civil Procedure 68, if before making any such offer of judgment, the Corporation Counsel obtains the written concurrence of both the Chairman and Vice-Chairman of the Committee on Finance, following a careful review of the facts and circumstances, that the making of such an offer is likely to reduce the City's liability in the case in question.

INTERGOVERNMENTAL AGREEMENT

FOR

**COMPUTER SCIENCE FOR ALL
PROGRAM**

BETWEEN

**THE CITY OF CHICAGO
ACTING THROUGH ITS DEPARTMENT OF
FAMILY AND SUPPORT SERVICES**

AND

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

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EXHIBIT

- Exhibit A Scope of Services and Budget

THIS INTERGOVERNMENTAL AGREEMENT FOR COMPUTER SCIENCE FOR ALL PROGRAM (the "Agreement") is entered into effective as of the 1st day of January, 2017 (the "Effective Date") by and between and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Family and Support Services (hereinafter referred to as "DFSS"), and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate, commonly known as the Chicago Public Schools (hereinafter referred to as the "Board" and "CPS").

RECITALS

WHEREAS, DFSS provides various family supportive service programs for residents of the City of Chicago; and

WHEREAS, the CPS is the third largest school district in the United States and provides a public school education for the residents of the City of Chicago; and

WHEREAS, DFSS desires to assist CPS by providing funds for its Computer Science for All Program in the district throughout the year 2017 (the "Program"); and

WHEREAS, DFSS and CPS desire to enter into this Agreement to permit CPS to implement the Program, as set forth in Section 2.01.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, DFSS and the CPS do hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 CPS' DUTIES AND RESPONSIBILITIES

Section 2.01 Scope of Services

The services that CPS shall provide under this Agreement are those described in Exhibit A for the provision of the Program (collectively, the "Services"). CPS shall provide the Services in accordance with the standards and performance set forth in Section 2.02.

Section 2.02 Performance Standards

CPS shall perform all Services required of it under this Agreement with that degree of skill,

care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. CPS shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CPS agrees that performing the Services in a satisfactory manner includes quickly responding to DFSS' needs when those needs are clearly conveyed in writing to CPS in a timely and appropriate manner.

Section 2.03 Ownership of Documents, Records and Reports

- A. All Board Confidential Information, as described in Section 2.05 below, is and shall remain the property of the Board.
- B. CPS shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with DFSS' performance under this Agreement. In addition, CPS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the City, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement

Throughout the term of this Agreement, DFSS retains an irrevocable right to independently or through a third party audit CPS' books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CPS.

Section 2.05 Confidentiality

CPS agrees that all deliverables, reports, documents and information/data prepared, assembled, received or encountered pursuant to this Agreement ("Confidential Information") are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. CPS agrees that such Confidential Information shall not be made available to any individual or organization other than the City, or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the City. DFSS may have access to or receive certain information from CPS that is not generally known to others, such as employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household

income or payroll information ("Board Confidential Information"). DFSS shall not use or disclose any Board Confidential Information without the prior written consent of the Board. DFSS shall use at least the same standard of care in the protection of the Board Confidential Information of the Board as DFSS uses to protect its own confidential information, but in any event such Board Confidential Information shall be protected in at least a commercially reasonable manner. In the event DFSS is presented with a subpoena regarding Board Confidential Information, which may be in DFSS's possession by reason of this Agreement, DFSS must immediately give notice to the CPS and its General Counsel with the understanding that CPS may have the opportunity to contest such process by any means available to it before the Board Confidential Information is submitted to a court or other third party. DFSS, however, will not be obligated to withhold the delivery of such Board Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 2.06 Subcontracts and Assignments

CPS shall not assign or subcontract this Agreement, or any portion thereof, incorporated by reference as if fully set forth herein, other than to the Subcontractors included in Exhibit A, without the express written approval of DFSS, which approval shall not be unreasonably withheld by DFSS and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

CPS shall not assign any right to collect payment or any similar right to any CPS delegate agency or contractor. DFSS expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents and Copyrights

To the extent applicable, DFSS reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DFSS's purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such copyright or patent in any work developed or discovered in the performance of the Services under this Agreement for government purposes, and any right of copyright or patent to which CPS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement, but only for the limited purposes of responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments (determining client needs, community needs and gaps in resources and services), Program Planning (using data on clients

served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by DFSS in writing, subject to the privacy rights of CPS's students as provided by law not to disclose personal identification information.

Section 2.08 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the Term of this Agreement, neither CPS nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting in from such event.

ARTICLE 3 TERM OF THE AGREEMENT

The term of this Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2017 (the "Term"). Upon mutual agreement of the parties, this Agreement may be renewed for additional or successive periods of twelve (12) months each, according to the same basic terms and conditions, provided that adequate funding is available.

ARTICLE 4 COMPENSATION

Section 4.01 Amount of Compensation

This is a cost reimbursement Agreement. DFSS shall pay CPS for the provision of the Services under the Agreement, up to \$1,000,00.00. Only those expenditures made by CPS with respect to the Program, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the summary budget, which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, shall be eligible for payment under this Agreement. CPS agrees not to perform, and waives any and all claims for payment of Services that would result in billings, beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment thereof. CPS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Payment

DFSS shall provide CPS with a standard billing format. Pursuant to the standard billing format, CPS shall from time to time and not less than quarterly submit sufficiently detailed invoices, that include payroll, administrative costs, expenses, costs for program slots, etc. in accordance with Exhibit A. CPS shall submit an invoice to DFSS, documenting all costs eligible for reimbursement in accordance with Exhibit A, at the end of each quarter for Services provided in the previous quarter. Payment under this Agreement shall come from City fund number 017-0100-0502005-9260.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to 1) availability of funds from the City, and 2) the availability of funding by the Board. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then DFSS shall promptly notify CPS of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CPS under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 5 DISPUTES

In the event of a dispute between the parties arising out of this Agreement, the parties agree that the City's Commissioner and Corporation Counsel and the CPS's Senior Vice President of Finance and General Counsel shall first meet to resolve any outstanding issues. The parties agree that only after they have in good faith attempted to obtain a resolution without success may either party pursue a remedy at law.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance to be Provided by CPS

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the statutory limits of the State of Illinois (Statutory) Coverage A and Employer's Liability Insurance, Coverage B, in an amount of not less than Five Hundred Thousand Dollars (\$500,000/\$500,000/\$500,000). The City acknowledges the Board is self-insured for this coverage.

2. Commercial General Liability (Primary and Excess)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to CPS' officers, employees, agents, invitees and guests and their personal property, and will also include coverage of not less than Five Million Dollars per occurrence with an aggregate of Five Million Dollars (\$5,000,000/\$5,000,000) for Sexual Abuse and Molestation (with emotional distress as the trigger). The City is to be added as an

additional insured on the Board's policy and such insurance will be primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention. The Board will provide the City with a Certificate of Insurance, indicating that it has additional insured status.

3. Automobile Liability (Primary and Excess)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City is to be added as an additional insured on the Board's policy and such insurance will be primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention. The Board will provide the City with a Certificate of Insurance, indicating that it has additional insured status.

4. Professional Liability

Whenever any architectural, engineering or other professional services are required under the Agreement, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The City acknowledges the Board has Miscellaneous Professional Liability coverage but it is subject to a \$10,000,000 self-insured retention.

5. If applicable, CPS must require all Subcontractors to provide the insurance required in this Agreement or CPS may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of CPS unless otherwise specified in this Agreement.

ARTICLE 7 TERMINATION

DFSS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing thirty (30) days notice in writing to CPS. CPS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing thirty (30) days notice in writing to DFSS.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, CPS warrants and represents that CPS and to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. 666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; DFSS certifies that it has read the provisions of 18 U.S.C. 666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein.

Section 8.02 Conflict of Interest

In connection with signing and carrying out this Agreement, CPS warrants that:

- A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- B. CPS covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Agreement that would conflict in any manner or degree with the performance of the Services hereunder. CPS further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- C. Furthermore, CPS represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-liability of Public Officials

No official, employee, or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor

(a) CPS shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered into in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) CPS is aware that City policy prohibits City employees from directing any individual to apply for a position with CPS, either as an employee or as a subcontractor, and from directing CPS to hire an individual as an employee or as a subcontractor. Accordingly, CPS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by CPS under this Agreement are employees or subcontractors of CPS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by CPS.

(d) CPS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to CPS by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, CPS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of DFSS. CPS will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.

Section 8.05. FOIA AND LOCAL RECORDS ACT COMPLIANCE

(a) FOIA. The parties acknowledge that each is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended (“FOIA”). FOIA requires that each party to produce “Records” (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the Records requested are exempt under FOIA. If either party receives a request from the other party to produce Records within the scope of FOIA, the party that received the request covenants to comply with such request within 72 hours of the date of such request. Failure by either party to timely comply with such request will be a breach of this Agreement.

(b) Exempt Information. Documents that either party submits to the other party during the term of the Agreement containing trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by either party to be treated as trade secrets or information that would cause competitive harm, FOIA requires that such party mark any such documents as “proprietary, privileged or confidential.” If such party marks a document as “proprietary, privileged and confidential”, then the other party will evaluate whether such document may be withheld under FOIA. The other party, in its discretion, will determine whether a document will be exempted from disclosure, such determination being subject to review by the Illinois Attorney General’s Office and/or the courts.

(c) Local Records Act. The parties acknowledge that each is subject to the Local Records Act, 50 ILCS 205/1 et seq., as amended (the “Local Records Act”). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by either party, the other party covenants to use its best efforts consistently applied to assist such party in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in this Agreement.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 9.02 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 9.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof,

shall be valid unless in writing and signed by the authorized agent of DFSS and by CPS's Senior Vice President of Finance and General Counsel. DFSS shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Section 9.04 Compliance with All Laws/Governmental Orders

- A. CPS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401 et seq.) Federal Water Pollution Control Act (33 U.S.C. 251 et seq.), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CPS shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement. DFSS shall at all times observe and comply with the Family Educational Rights and Privacy Act ("FERPA") and any and all Board rules and policies that affect this Agreement. Board rules and policies are available at <http://www.cps.edu/>.
- B. CPS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any

controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by CPS against DFSS concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 9.09 Cooperation

DFSS and CPS agree at all times to cooperate fully and in good faith with each other. If this Agreement is terminated for any reason, or if it is to expire on its own terms, CPS shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own

operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of DFSS in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver

Whenever under this Agreement DFSS by a proper authority waives CPS' performance in any respect or waives a requirement or condition to either CPS' or DFSS' performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times DFSS may have waived the performance of a requirement or condition.

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CPS shall be through DFSS's program manager and CPS's Office of College and Career Success. No verbal communication(s) between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

Any notices sent to DFSS shall be mailed by ordinary mail, postage prepaid to:

Commissioner
Chicago Department of Family and Support Services
1615 W. Chicago Ave.
Chicago, Illinois 60622

With copies to:

Finance and Economic Development Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

Notices sent to CPS shall be mailed by certified mail, postage prepaid to:

Brenda D. Wilkerson
Senior Manager, Computer Science & IT Education
Board of Education of the City of Chicago
Office of College and Career Success
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602

Ronald DeNard, Senior Vice President of Finance
Board of Education of the City of Chicago
Finance Department
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602

With a copy to:

Ronald L. Marmer, General Counsel
Board of Education of the City of Chicago
Law Department
One North Dearborn Street, Suite 900
Chicago, Illinois 60602

ARTICLE 11 AUTHORITY

Section 11.01 CPS's Authority

Execution of this Agreement by the CPS is authorized by Rules of the Board of Education of the City of Chicago, Section 7-15(d) and Board Report #15-0826-EX12.

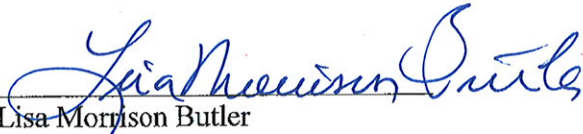
Section 11.02 DFSS's Authority

Execution of this Agreement by DFSS is authorized by Section 2-50-040(d) of the Municipal Code of Chicago, and the 2015 and 2016 Appropriations Ordinances enacted by the City Council of the City of Chicago (the "Council") on November 19, 2014 and October 28, 2015.

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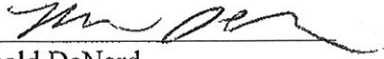
IN WITNESS WHEREOF, DFSS and the CPS have executed this Agreement effective as of the Effective Date.


CITY OF CHICAGO, a municipal corporation
by and through its
Department of Family and Support Services

By: 
Lisa Morrison Butler
Commissioner

Date: 1/5/2017

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: 
Ronald DeNard

 Senior Vice President of Finance

Date: Jan 3, 2017

Approved as to Legal Form ok / gmc

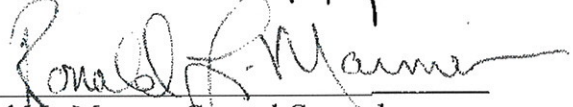
By: 
Ronald L. Marmer, General Counsel

EXHIBIT A

SCOPE OF SERVICES AND BUDGET FOR COMPUTER SCIENCE FOR ALL PROGRAM

Term: January 1, 2017 until December 31, 2017

Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

I. SERVICES:

Chicago Public Schools was the first to make a groundbreaking commitment to Computer Science (“CS”) education by making it the first district to make CS a graduation requirement. Chicago Public Schools continues to be a repository of best practices and thought leadership for districts throughout the country and the national conversation led by the White House.

The Board’s highest priority is to ensure that its district’s high schools are prepared to implement the graduation requirement which begins with SY16’s freshman class. A second and supporting priority is to ensure that CPS builds strong feeder patterns of middle school programs that provide sound preparation for rising freshmen. To accomplish these goals, the Board will do the following:

- Refine a program that supports school and network administrators in understanding this new core subject and how to successfully implement it in their schools and networks. Part of this work will include forming and preparing a swat team to meet with and assist school and network leaders in creating implementation plans for their areas as well as shepherding them through the initial processes. Outcomes include courses of study, school course catalog and schedules as well as teacher identification and preparation for teaching the courses.
- Develop a sound set of curricula to offer a CS pathway for high school students. Outcomes include a set of curricula, implementation toolkits, professional development for teachers. In addition, the district will develop a set of supports for classroom teachers that will include webinars, university and other partner supports that will help ensure quality experiences for our students. CPS will also support one or more cohorts of teachers who commit to beginning college coursework towards earning a CS credential.
- Similar efforts around curricula and teacher supports will be planned, and if possible, implemented for middle school in order to provide sound CS educational experiences for middle school students to prepare them for high school success.

- Develop a framework for sustainability of CS education from which to continue to rollout CS district-wide in subsequent years.

II. TASKS/ACTION ITEMS:

School Support:

- Implementation planning sessions with recommended courses of study, teacher selection criteria, scheduling support, leadership team professional development, including counselors.

Instructional Support

- Teacher preparation (on-going professional development). Additional tasks will include developing a recommended course catalog and a set of classroom supports for schools.
- A city-wide teacher program to assist small schools in delivering CS instruction.

Sustainability Support

- Identify data metrics and reporting process that help drive program improvement.
- Computer Science toolkit to capture best practices and an ongoing professional learning community to enhance implementation.
- Recommended courses of study for various high school types.

III. PERFORMANCE MILESTONE/DELIVERABLE SCHEDULE:

Support Domains	January 1, 2017 to December 31, 2017
<p>School Support</p> <ul style="list-style-type: none"> ● Support high schools to develop implementation plan for grad requirement for non-participating schools (40+ high schools) ● Customize support and plan based on school context and need (all 100+ high schools) ● Provide high touch Administrator and Network support to address the change to the graduation requirement (all Networks and School Administrators) 	<p>\$395,000</p>

Instruction <ul style="list-style-type: none"> ● Scholarship \$ for teachers to earn their CS endorsement (up to 50 teachers) ● Develop citywide teacher pool to address high schools with low enrollment 	\$280,000
Infrastructure Support <ul style="list-style-type: none"> ● Curriculum and Data Specialists ● Initiative Project Manager 	\$325,000
Total	\$1,000,000