

**Non-DPS Contractual Agreement
Cover Sheet**

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

To: Tom Dziejdzic
tom.dziejdzic@cityofchicago.org
Department of Finance

Date: December 21, 2016

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): 31051

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

Amendment Amount: \$2,200,000.00

New Agreed Amount: \$14,322,500.00

Target Market: N/A

Goods or Services: Services

Description of Agreement: Non-DPS Agreement between DFSS and CPS for the Early Learning Investment Program

Agreement Start Date: January 1, 2014

Agreement End Date: June 30, 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

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.

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
FOR THE EARLY LEARNING INVESTMENT PROGRAM
BETWEEN THE CITY OF CHICAGO AND
THE BOARD OF EDUCATION OF CITY OF CHICAGO**

THIS SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE EARLY LEARNING INVESTMENT PROGRAM ("Second Amendment") is made as of the 16 day of December, 2016 ("Effective Date"), between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools ("Board" or "CPS"), 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, acting through its Department of Family and Support Services ("DFSS").

RECITALS:

- A. The parties entered into that certain Intergovernmental Agreement for the Early Learning Investment Program for a term commencing January 1, 2014 and ending December 31, 2016 ("IGA"). The IGA was subsequently amended to add additional services and compensation through the First Amendment to the Intergovernmental Agreement for the Early Learning Investment Program entered into on April 25, 2016 ("First Amendment"). The IGA and the First Amendment shall be collectively referred to herein as the "Agreement".
- B. The parties now wish and agree to amend certain terms of the Agreement as set forth herein to extend the term and to increase the services and compensation.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Any and all capitalized terms contained in this Second Amendment and not defined herein shall have the definitions as set forth in the Agreement.
2. **Amendment to Section 2 of the Agreement.** Section 2 of the Agreement is amended by replacing "Exhibit A-1" with "Exhibit A-2". The Board agrees to provide the services set forth in Exhibit A-2 ("Services"), a copy of which is attached and incorporated into this Agreement. Exhibit A-2 replaces and supersedes Exhibit A-1 of the Agreement.
3. **Amendment to Section 3 of the Agreement.** The Term of the Agreement in Section 3.01 is amended by replacing "December 31, 2016" with "June 30, 2017."
4. **Amendment to Section 4 of the Agreement.** Section 4 of the Agreement is amended as follows:
 - a. Section 4.01 (Amount of Compensation) of the Agreement is amended to increase the total compensation amount from \$12,122,500.00 to \$14,322,500.00. The second sentence in Section 4.01 is deleted and replaced with the following: "*DFSS shall pay CPS for the provision of the Services under the Agreement, up to \$14,322,500.00.*"

b. Section 4 of the Agreement is further amended by replacing "Exhibit B-1" with "Exhibit B-2". Exhibit B-2 replaces and supersedes Exhibit B-1 of the Agreement.

5. **Freedom of Information Act.** DFSS acknowledges that this Second Amendment and all documents submitted to the Board related to the Agreement 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.

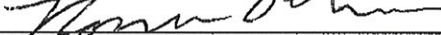
6. **Counterparts and Facsimiles.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered to be binding on both parties.

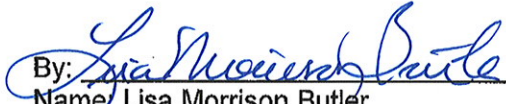
7. **Original Agreement.** Except as expressly provided in this Second Amendment, all terms and conditions of the Agreement are and shall remain in full force and effect during the Term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Effective Date.

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

**CITY OF CHICAGO DEPARTMENT OF
FAMILY AND SUPPORT SERVICES**

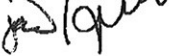
By: 
Ronald DeNard
Senior Vice President of Finance

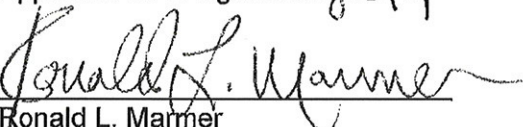
By: 
Name: Lisa Morrison Butler
Its: Commissioner

Date: 12/16/16

Date: 12/21/16

Board Rule 7-15(d)

Approved as to legal form: 


Ronald L. Marmor
General Counsel

Attachments:

- Exhibit A-2 – Second Amended Scope of Services
- Exhibit B-2 – Second Amended Operating Budget

Exhibit A-2
Second Amended Scope of Services
Investment in Early Learning Program

- **Add new full-day seats in schools:** The Board will add new full-day Pre-K seats in CPS Schools in Austin-North Lawndale, Burnham Park, Englewood, Garfield-Humboldt, and Rock Island. This will occur over the course of the three years to best meet the needs of students, particularly 4yr olds, in our highest need communities.
- **CPS: Convert half-day programs to full-day seats for 3- and 4-year olds**
Further commit to expanding full-day pre-k programs in schools where parent demand is high, families are in need, and capacity exists in Austin, Englewood, Humboldt Park, North Lawndale, Roseland, and Woodlawn. This will occur over the course of the three years to best meet the needs of students, particularly 4yr olds, in our highest need communities.
- **Walking Preschool Bus:** CPS will contract with a vendor to provide a walking pre-school bus to CPS schools. Parents will be paid by the vendor to walk up to three preschoolers at a time from home to school and back home again. At each end of the trip, someone – a teacher at school or an adult at home – signs to acknowledge the children have arrived safely. This has been approved by the CPS Board to engage in the contract with COFI.
- **CPS: Dental/Health Care**
CPS will provide outreach services and a targeted program that would create awareness, assist in the collection of consents for mobile health services (vision, dental & health exams/vaccinations) as well as case manage those families who require follow-up services. The goal is to have all students' including Diverse Learners and English Learners complaint in preschool and Kindergarten entry for the district medical requirements. ****CPS WILL NOT BE PROVIDING DIRECT DENTAL/HEALTH CARE SERVICES**
- **CPS/DFSS: Competition for Additional Innovative Enrichment Programming for Kids and Families**
Call on schools and CBOs to offer evening and Saturday programming for children and families. Programs would apply for funding to cover the cost of their own staff or external providers. Priority will be given to programming that includes STEM enrichment and/or family engagement.
- **Improving Access and Quality: New early childhood for all Investment:** Improve Access and Quality to early childhood learning for families in need participating in CPS school based programs who are participating in the sliding scale. Provide improved opportunities for family communication and engagement to best meet the needs of the whole child
- **Providing Child and Family Services to Families who are Prenatal and Families with children Birth to Five, at risk for School Failure:** Program(s) shall serve "At Risk

Students.” At Risk Students are those students who, because of their home and community environment are subject to such language, cultural, economic and like disadvantages, and have been determined, as a result of screening procedures in accordance with the Governing Documents, to be at risk for academic failure. The Prevention Initiative provides services (in a center based child care program or home visiting program) for children birth to age three and their families, early, continuous, intensive and comprehensive child development and family support services. The Preschool for All program focuses on providing high-quality center based educational programs for children ages three to five who are determined to be at risk of academic failure.

- **Special Education Pilot:** Piloting the delivery of special education services for preschool age children in community-based centers where they are enrolled. This will include funding for the Ounce of Prevention for direct services in two of their delegate agencies, consultant support to document decision making and professional development center-wide, consultant for CPS to ensure agencies maintain compliance, and systems support to evaluate scaling mechanism. Funding will support:
 - **Directly Provided Services:** Services for children with individual education programs (IEP’s) to be provided by Ounce of Prevention and delegate staff in two agencies, Children’s Place Association and Children’s Home + Aid. Includes hiring teachers with appropriate credentials to meet CPS requirements and ensure systems to support the delivery of required specialized services.
 - **Oversight and Compliance:** Monitoring from CPS of two agencies to ensure compliance with required services to meet the parameters of the children’s IEP’s.
 - **Meeting Full Needs of Children:** Provide contracted related services through staff and external providers to meet the required services outlined in the children’s IEP’s.
 - **Teacher Support:** Establish professional development supports for teachers in two pilot sites to ensure that early childhood teachers understand how to address needs of children with IEP’s and integrate services into the overall structure of the classroom. This will include support from both internal and external structures at CPS and the Ounce.
 - **Consultant Support:** Ensure documentation of piloted systems and decision points to facilitate scaling of service delivery model. This will be performed by consultant and external evaluation support.
 - **Addressing State Barriers:** Work with Illinois Policy Team at the Ounce of Prevention to ensure that issues identified within Illinois State Board of Education can be addressed and elevated, as necessary.
 - **Plan for Scaling:** Document that policy and procedures for scaling effective model to additional agencies to ensure that children are able to receive their IEP services in their chosen early childhood setting based on family need, minimizing need for transportation and ensuring adequate compliance.

- **School Support and Braided Funded Model:** This will provide funding to develop a proof of concept for leveraging school leadership in maintaining head start standards and accountability across the City. This will help ensure that CPS is able to more effectively braid funding at the school level allowing for increased enrollment at all eligibility levels, building towards universal access to preschool. Funds will be used to:
 - (a) Develop and Test Revised Expectations for Principals:
 - (i) Engage in school specific professional development with Erikson Institute and the Office of Early Childhood to implement quality early childhood programming.
 - (ii) Create systems to ensure social service, education, health, and parent involvement resources and supports are provided to students and families, , as defined in both the Head Start Performance Standards and the Early Childhood Block Grant.
 - (iii) Implement a system to document, track, and analyze early childhood data to improve instruction and comprehensive services, drive student outcomes, and support classroom staff professional development.
 - (b) Provide Stipends to Support School Staff Capacity
 - (i) Create systems to follow up with absences and document of student progress
 - (ii) Create family partnership opportunities and provide appropriate family supports, activities, and meetings
 - (iii) Monitor system of screening, assessment and curriculum implementation, including routines of professional development
 - (iv) Track appropriate information required in data systems
 - (c) Pilot Coordinator
 - (i) Serve as the OECE contact and resource for School Administrators
 - (ii) Serve as a liaison between external partners to build structures and systems at the school level
 - (iii) Support School Administrators and networks in developing internal monitoring systems for early childhood implementation
 - (d) Pilot Manager
 - (i) Oversee pilot operations
 - (ii) Analyze project data to determine training and professional development for staff
 - (iii) Create guidance document for universal standards
 - (e) Expert Consulting and Coaching to Support Schools
 - (i) Work with administrators to build teacher capacity which will result in improved child outcomes.
 - (ii) Work with school staff to support Pre-K - 2nd grade alignment. Through collaboration on classroom instruction across Pre-K - 2nd grade teachers, schools can more cohesively foster effective transitions and a continuum of learning in the critical foundational years.

**EXHIBIT B-2
SECOND AMENDED OPERATING BUDGET**

2014

| | | |
|----------------------------|----|-----------|
| New Full Day Seats | \$ | 1,120,000 |
| Walking Pre-K Bus | \$ | 265,000 |
| Sustain Full Day Seats | \$ | 1,120,000 |
| 75% of Walking Pre-K Bus | \$ | 198,750 |
| Full-Day Pre-K Conversions | \$ | 560,000 |
| Dental/Health Care | \$ | 43,750 |
| | \$ | 3,307,500 |

2015

| | | |
|------------------------------------|----|-----------|
| Full-Day Pre-K Conversions | \$ | 1,440,000 |
| Dental/Health Care | \$ | 131,250 |
| Early Learning Enrichment RFP | \$ | 400,000 |
| ***NEW PRE-K FOR ALL INVESTMENT | \$ | 1,800,000 |
| Sustain Full Day Seats | \$ | 560,000 |
| Sustain Full-Day Pre-K Conversions | \$ | 1,000,000 |
| 75% of Dental Health Care | \$ | 131,250 |
| 75% of Early Learning Enrichment | \$ | 42,500 |
| 265 New Pre-K Seats* | \$ | 530,000 |
| | \$ | 6,035,000 |

2016

| | | |
|---|----|-----------|
| Sustain Full Day Seats | \$ | 2,033,406 |
| Sliding Fee Scale | \$ | 446,594 |
| Early Learning Enrichment | \$ | 300,000 |
| Special Education Pilot | \$ | 1,425,000 |
| School Support and Braided Funded Model | \$ | 775,000 |
| | \$ | 4,980,000 |