

## Contract Summary Sheet

**Contract (PO) Number:** 31051

**Specification Number:** 129079

**Name of Contractor:** BOARD OF EDUC. CITY OF CHICAGO

**City Department:** DEPT OF FAMILY AND SUPPORT SERVICES

**Title of Contract:** Early Learning Investment Program

**Term of Contract: Start Date:** 1/1/2014

**End Date:** 12/31/2016

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$11,822,500.00

**Brief Description of Work:** Early Learning Investment Program

**Procurement Services Contract Area:** COMPTROLLER-OTHER

**Vendor Number:** 1032857

**Submission Date:**

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

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Budget and Government Operations.

**SECTION 8.** 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. Grant applications, expenditures of grant funds, and all other aspects of the grant management process described in this section shall be subject to the limitations of this section, and shall further 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.

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.

**INTERGOVERNMENTAL AGREEMENT**

**FOR THE EARLY LEARNING INVESTMENT 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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**THIS INTERGOVERNMENTAL AGREEMENT FOR THE EARLY LEARNING INVESTMENT PROGRAM** (the "Agreement") is entered into as of this 1st day of January , 2014 (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, 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 services programs for residents of the City of Chicago; and

**WHEREAS**, the CPS is the third largest school district in the United States and provides public schooling to the residents of the City of Chicago;

**WHEREAS**, DFSS and CPS agree that investing in high-quality early childhood education for students most in need directly impacts the success of students in elementary schools and beyond and have agreed to collaborate on the Investment of Early Learning Program (the "Program").

**WHEREAS**, DFSS desires to assist CPS by providing a maximum of \$11,822,500.00 to implement the Program, as set forth in Section 2.01 and in the Scope of Services incorporated into this Agreement; and

**WHEREAS**, DFSS and the CPS have the authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

**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's 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's 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 2.03.B below, is and shall remain the property of the Board. The Board shall provide a final report to DFSS on the Programs including but not limited to: number of youth served, aggregate hours of services provided to youth, locations of programming, and outcomes of the program. During the performances of the Services, CPS shall be responsible for any loss or damage to such report while in CPS's possession and shall restore the lost or damaged report at CPS's sole cost and expense.
- 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, , the Comptroller General of the United States or their duly authorized representatives, 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

Until December 31, 2017, DFSS retains an irrevocable right to independently or, through a third party, audit CPS's 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 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 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 either party is presented with a request for documents by an agency of the Federal or State Government or as may be required in response to a request under the Freedom of Information Act ("FOIA"), or with a *subpoena* regarding such Confidential Information or Board Confidential Information, which may be in that party's possession by reason of this Agreement, the party that received the request must immediately give notice to the other party and their General Counsel or Corporation Counsel with the understanding that they will have the opportunity to contest such process by any means available to it before the Confidential Information or Board Confidential Information is submitted to a court or other third party. Either party, however, will not be obligated to withhold the delivery of such Confidential Information or 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 this Agreement, or any portion thereof, incorporated by reference as if fully set forth herein, without the express written approval of DFSS, which approval shall not be unreasonably withheld by the 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 the DFSS in writing, subject to the privacy rights of CPS's residents 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 the 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**

#### Section 3.01 Term of the Agreement

This Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2016 (the "Term").

#### Section 3.02 Extension Options

The Term and the funding amounts set forth in this Agreement may be extended or increased from time to time by amending the Agreement under the same terms and conditions as provided in this Agreement, upon mutual agreement of the Parties. Such amendments may, but need not be, for the purpose of utilizing unspent Program funds in a subsequent fiscal year, or for the purpose of utilizing new funding for the Program that has been obtained pursuant to applicable appropriations. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

### **ARTICLE 4 COMPENSATION**



#### Section 4.01 Amount of Compensation

This is a cost reimbursement Agreement. DFSS shall pay the CPS for the provision of the Services under the Agreement, up to \$11,822,500.00. Only those expenditures made by the 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 B and incorporated by reference as if fully set forth herein, shall be eligible for payment under this Agreement. Only those expenditures made by the CPS with respect to the Project, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the operating budget, which is attached hereto as Exhibit B 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 B. Upon completion of the Program, CPS shall submit a final invoice to DFSS, documenting all costs eligible for reimbursement in accordance with Exhibit B.

#### Section 4.03 Non-Appropriation

Funding for this Agreement is subject to 1) availability of funds from the City, 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**

A dispute between the CPS and DFSS involving this Agreement that has not been resolved shall be referred to the City's Commissioner and Corporation Counsel and the CPS's Chief Financial Officer and General Counsel. Either party may give written notice of the dispute to the other party's representatives identified in this Article 5 and in accordance with Section

10.02 of the Agreement (the "First Dispute Notice"). The parties shall meet within 30 days of notification to resolve the dispute. In the event the parties fail to resolve the dispute, each party may pursue its remedies at law, provided it does so within one (1) year of the date on which either party declared in writing that the parties have reached an impasse (the "Second Dispute Notice"); provided further, that the Second Dispute Notice must be sent within 6 months of the First Dispute Notice.

## **ARTICLE 6 RISK MANAGEMENT**

### **Section 6.01 Insurance to be Provided by CPS**

CPS hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement adequate coverage for all Services being performed under this Agreement. Coverage under such self-insurance shall be at least as broad as:

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).

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 Consultant's 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 endorsed as an additional insured on the Contractors policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City.

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 endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City.

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.

## **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 ninety (90) days notice in writing to the 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 ninety (90) days notice in writing to the 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

CPS shall perform under this Agreement as an independent contractor to DFSS and not as a representative, employee, agent, joint venturer or partner of the DFSS.

#### Section 8.05 Shakman Accord

The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered 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 Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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.

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.

In the event of any communication to CPS by a City employee or City official in violation of the paragraphs above, or advocating a violation of the paragraphs 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, and also to the head of the relevant City Department utilizing services provided under this Agreement. CPS also agrees to cooperate with any inquiries made by the Hiring Oversight Section or the Shakman Monitor's Office related to 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, including, but not limited to, the extensions or increases referred to in Section 3.02 hereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by the Chief Executive Officer of the CPS or his designee. 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. 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 the 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 the 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 the 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 the 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' program manager. 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 the CPS shall be mailed by certified mail, postage prepaid to:

The Board of Education of the City of Chicago  
One North Dearborn, Suite 950



Chicago, Illinois 60602

Ginger Ostro, Chief Financial Officer  
The Board of Education of the City of Chicago Public Schools  
42 West Madison, 2<sup>nd</sup> floor  
Chicago, Illinois 60602

With a copy to:

James L. Bebley, General Counsel  
The Chicago Board of Education  
One North Dearborn, Suite 900  
Chicago, Illinois 60602

## **ARTICLE 11 AUTHORITY**

### Section 11.01 CPS's Authority

Execution of this Agreement by the CPS is authorized by Board Rule 7.15 (d).

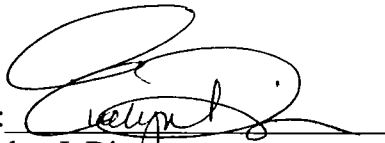
### Section 11.02 DFSS's Authority

Execution of this Agreement by DFSS is authorized by Section 2-50-040 of the Municipal Code of Chicago, and the Appropriation ordinance enacted by the City Council of the City of Chicago (the "Council") on November 26, 2013.

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IN WITNESS WHEREOF, DFSS and the CPS have executed this Agreement as of the date first written above.

CITY OF CHICAGO DEPARTMENT OF  
FAMILY AND SUPPORT SERVICES

By:   
Evelyn J. Diaz  
Commissioner

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

By:   
Ginger Ostro  
Chief Financial Officer

Approved as to Legal Form 

By:   
James L. Bebley, General Counsel

**Exhibit A**  
**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 compliant 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

**EXHIBIT B**  
**OPERATING BUDGET**

| CPS Fiscal Year Investments               |                    | FY13       | FY14                | FY15 | FY16 |
|---|--------------------|------------|---------------------|------|------|
| CPS Fiscal Year Investments - ECE Details |                    |            |                     |      |      |
| <i>Investment</i>                         | <i>Investment</i>  | <i>CPS</i> |                     |      |      |
| New Full Day Seats                        | \$1,120,000        |            |                     |      |      |
| Walking Pre-K Bus                         | \$265,000          |            |                     |      |      |
| Sliding Fee Scale                         |                    |            |                     |      |      |
| New ECE Center                            |                    |            |                     |      |      |
| New Infant/Toddler Seats                  |                    |            |                     |      |      |
| Head Start Remediation                    |                    |            |                     |      |      |
| Early Attendance/Truancy                  |                    |            |                     |      |      |
| Health Services                           |                    |            |                     |      |      |
| Quality Team (to IAFC)                    |                    |            |                     |      |      |
| <b>TOTAL for School Year 1</b>            | <b>\$1,385,000</b> | <b>\$0</b> | <b>\$ 1,385,000</b> |      |      |
| <i>Investment</i>                         | <i>Investment</i>  | <i>CPS</i> |                     |      |      |
| Sustain Full Day Seats                    | \$1,120,000        |            |                     |      |      |
| Sustain Infant/Toddler Seats              |                    |            |                     |      |      |
| Sustain ECE Center                        |                    |            |                     |      |      |
| Sliding Fee Scale                         |                    |            |                     |      |      |

|  |  |                    |                     |                     |
|--|--|--------------------|---------------------|---------------------|
| 75% of Walking Pre-K Bus                     |  | \$198,750          |                     |                     |
| 75% of Early Attendance                      | 75% of Early Attendance                      |                    |                     |                     |
| 75% of Quality Team                          | 75% of Quality Team                          |                    |                     |                     |
| New Infant/Toddler Seats                     | New Infant/Toddler Seats                     |                    |                     |                     |
| Full-Day Pre-K Conversions                   |  | \$2,000,000        |                     |                     |
| Social Impact Bond                           | Social Impact Bond                           |                    |                     |                     |
| Dental/Health Care                           | Dental/Health Care                           | \$175,000          |                     |                     |
| txtkids (to external provider)               | txtkids (to external provider)               |                    |                     |                     |
| Immigrant Outreach RFP                       | Immigrant Outreach RFP                       |                    |                     |                     |
| Public Space Learning (to external provider) | Public Space Learning (to external provider) |                    |                     |                     |
| Grow Up Great                                | Grow Up Great                                |                    |                     |                     |
| Maternity Packages                           | Maternity Packages                           |                    |                     |                     |
| Early Learning Enrichment RFP                | Early Learning Enrichment RFP                | \$400,000          |                     |                     |
| Early Enrichment Bus (to ChiPubLib)          | Early Enrichment Bus (to ChiPubLib)          |                    |                     |                     |
| ***NEW PRE-K FOR ALL INVESTMENT              |  | \$1,800,000        |                     |                     |
| <b>TOTAL for School Year 2</b>               | <b>TOTAL for School Year 2</b>               | <b>\$5,693,750</b> | <b>\$ 1,922,500</b> | <b>\$ 2,871,250</b> |
| <i>Investment</i>                            | <i>Investment</i>                            |                    |                     |                     |
| ***NEW PRE-K FOR ALL INVESTMENT              |  |                    |                     |                     |
| Sustain Full Day Seats                       |  | \$1,120,000        |                     |                     |
| Sustain Infant/Toddler Seats                 | Sustain Infant/Toddler Seats                 |                    |                     |                     |
| Sustain ECE Center                           | Sustain ECE Center                           |                    |                     |                     |
| Sustain SY2 Infant/Toddler Seats             | Sustain SY2 Infant/Toddler Seats             |                    |                     |                     |

|  |  |                    |                     |                     |
|--|--|--------------------|---------------------|---------------------|
| Sustain Full-Day Pre-K Conversions         |  | \$2,000,000        |                     |                     |
| 50% of Walking Pre-K Bus                   | 50% of Walking Pre-K Bus                   | \$132,500          |                     |                     |
| 50% of Early Attendance                    | 50% of Early Attendance                    |                    |                     |                     |
| 50% of Quality Team                        | 50% of Quality Team                        |                    |                     |                     |
| 75% of Dental Health Care                  | 75% of Dental Health Care                  | \$131,250          |                     |                     |
| 75% of txt4kids                            | 75% of txt4kids                            |                    |                     |                     |
| 75% of Immigrant Outreach                  | 75% of Immigrant Outreach                  |                    |                     |                     |
| 75% of Public Space Learning               | 75% of Public Space Learning               |                    |                     |                     |
| 75% of Maternity Packages                  | 75% of Maternity Packages                  |                    |                     |                     |
| 75% of Early Learning Enrichment           | 75% of Early Learning Enrichment           | \$300,000          |                     |                     |
| 75% of Early Enrichment Bus (to ChiPubLib) | 75% of Early Enrichment Bus (to ChiPubLib) |                    |                     |                     |
| 170 New Infant/Toddler Seats*              | 170 New Infant/Toddler Seats*              |                    |                     |                     |
| 265 New Pre-K Seats*                       | 265 New Pre-K Seats*                       | \$1,060,000        |                     |                     |
| Sliding Fee Scale                          |  |                    |                     |                     |
| <b>TOTAL for School Year 3</b>             | <b>TOTAL for School Year 3</b>             | <b>\$4,743,750</b> | <b>\$ 3,163,750</b> | <b>\$ 2,480,000</b> |

|                |                |                |                |
|----------------|----------------|----------------|----------------|
| <b>FY 2013</b> | <b>FY 2014</b> | <b>FY 2015</b> | <b>FY 2016</b> |
| \$ -           | \$ 3,307,500   | \$ 6,035,000   | \$ 2,480,000   |

\* TBD (#s may change based on discussions during the 2014-15 school year, but funding amount will remain the same)

**Total amount payable to CPS per fiscal year**

## Chicago Public Schools (CPS) Investment

**2014**

|                            |    |                  |
|----------------------------|----|------------------|
| New Full Day Seats         | \$ | -                |
| Walking Pre-K Bus          | \$ | 138,182          |
| Sliding Fee Scale          | \$ | 1,246,818        |
| 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           |
|                            | \$ | <b>3,307,500</b> |

**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          |
|                                    | \$ | <b>6,035,000</b> |

**2016**

|                                    |    |                  |
|------------------------------------|----|------------------|
| Sustain Full Day Seats             | \$ | 560,000          |
| Sustain Full-Day Pre-K Conversions | \$ | 1,000,000        |
| 50% of Walking Pre-K Bus           | \$ | 132,500          |
| 75% of Early Learning Enrichment   | \$ | 257,500          |
| 265 New Pre-K Seats*               | \$ | 530,000          |
|                                    | \$ | <b>2,480,000</b> |