Non-DPS Contractual Agreement Cover Sheet

From: Brandie V. Knazze

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Deputy Commissioner Family and Support Services

To: Tom Dziedzic

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Department of Finance

Date: August 24, 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): 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: \$975,000

Target Market: N/A

Goods or Services: Services

Description of Agreement: Head Start Disabilities Support Services Program

Agreement Start Date: January 01, 2016

Agreement End Date: November 30, 2016

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.

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.

2016 INTERGOVERNMENTAL AGREEMENT

FOR THE HEAD START DISABILITIES SUPPORT SERVICES 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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RECITALS

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

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

WHEREAS, CPS desires to assist DFSS with the identification, referral and provision of services for children with disabilities enrolled in DFSS's Head Start Support Services programs (the "Program").

WHEREAS, DFSS desires to assist CPS by providing \$975,000.00 in Head Start funding for the services.

WHEREAS, DFSS and CPS desire to enter into this Agreement to permit CPS to implement the Program, as set forth in Section 2.01; 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., and the Housing Cooperation Law, 310 ILCS 15/1 et seq.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, DFSS and 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. 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

If you are a not-for-profit corporation, and are expending federal funds under this and other agreements totaling \$500,000 or more during your fiscal year, you must submit an audit conducted in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-07), OMB Circular A-133 (entitled "Audits of States, Local Governments and Non-Profit

Organizations"), the compliance requirements set forth in OMB Compliance Supplement, and any additional testing and reporting required by the City. If an A-133 audit is required, that audit must cover the time period specified by OMB Circular A-133 and its implementing regulations. This audit requirement applies to you if you are a not-for-profit corporation, regardless of the amount of federal funds you are expending under this and other agreements. Organization-wide audited financial statements must, at a minimum, cover the Term.

If your organization has expended federal funds under this and other agreements totaling less than \$500,000 during your fiscal year, you also must submit to City of Chicago Internal Audit at the address below a notarized "Delegate Agency Certification of Federal Expenditures" form certifying that your organization is exempt from Federal audit requirements for that year pursuant to OMB Circular A-133, Section .200(d). Copies of this Certification form may be obtained from City of Chicago Internal Audit at the address below.

You acknowledge that the City may perform, or cause to be performed, various monitoring procedures relating to your award(s) of federal funds, including, but not limited to, any audits or reviews related to compliance with the grant requirements. You must submit the audit reports within 6 months after your fiscal year-end. You must submit the audit, within this time frame, to the Department and to:

City of Chicago Internal Audit Attention: OMB Circular A-133 Reviews 33 North LaSalle Street, Suite 510 Chicago, IL 60602

If an OMB audit is required, you will also submit a copy of the audit via electronic submission, within the same time frame indicated in Sec. 320 of OMB Circular A-133, to the Federal Audit Clearinghouse using the Internet Data Entry System. Further, you must submit, with the audit, a report which comments on the findings and recommendations in the audit, including corrective action planned or taken. If no action is planned or taken, an explanation must be included. Copies of written communications on non-material compliance findings must be submitted to the Department and City of Chicago Internal Audit. For fiscal years ending September 30, 2009 and later, all Single Audit reports filed with the Federal Audit Clearinghouse (FAC) will be made publicly available on the internet. The City retains its right to independently audit you.

If you are found in non-compliance with these audit requirements, by either the City or any federal or State agency, you may be required to refund financial assistance received from the City or the applicable agency(ies).

Each of the City, Health and Human Services, Illinois Department of Human Services, the United States Comptroller General, the Auditor General of the State of Illinois and/or the Inspector General of the State of Illinois may in its sole discretion audit your records or those of your subcontractors, or both, at any time during the Term or within 5 years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an

audit, it is determined that you or any of your subcontractors have overcharged the City in the audited period, the City will notify you. You must then promptly reimburse the City for any amounts the City has paid you due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or Services provided in the audited period, then you must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or Services provided in the audited period, then you must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of your not having maintained records as required under this Agreement, you must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City.

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 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 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 or subcontract 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' 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 November 30, 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 \$975,000.00. 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. 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' Chief Financial Officer ("CFO") 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 <u>Insurance to be Provided by CPS</u>

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 board 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)\$

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. <u>Automobile Liability</u> (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

Subject to the appeal process described in 45 CFR Part 1303, Subpart C, "Appeals by Current or Prospective Delegate Agencies" (Sections 1303.20 through 1303.23), the City may terminate this Agreement, or any portion of it remaining to be performed, at any time, (a) upon written notice to you and, if required by applicable law or regulation, with your consent, and (b) upon written notice to you if the U.S. Department of Health and Human Services terminates or suspends the applicable Grant. If the City terminates this Agreement, other than pursuant to Article 5, then you will agree with the City upon termination conditions including, in the case of a partial termination, the portion to be terminated. The effective date of termination will be the later of the effective date stated in the notice.

You may terminate this Agreement upon 15 calendar days prior written notice to the City setting forth the reasons for the termination, the effective date and, in the case of a partial termination, the portion to be terminated, provided, however, that if you give notice of a partial termination, the City may terminate this Agreement in its entirety in accordance with 45 CFR 92.44 or 45 CFR 74.61, as applicable. Upon termination of this Agreement, you will deliver to the City all finished or unfinished documents, data, studies, and reports prepared by you under this Agreement. Payment for the work performed before the effective date of such termination will be based upon a proration of the work actually performed by you to the date of termination, as determined by the Commissioner. Payment made by the City, pursuant to such proration, will be in full settlement for all Services rendered by you. You must include in your contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision. You will not be entitled to make any early termination claims against the City resulting from any subcontractor's claims against you or the City.

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 <u>Independent Contractor</u>

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 June 24, 2011 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States 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.

CPS ("You") are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under this Agreement are employees or subcontractors of you, 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 you.

You 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 you by a City employee or City official in violation of the paragraphs above, or advocating a violation of the paragraphs above, you 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 the Department. You will also cooperate with any inquiries by IGO Hiring Oversight 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 seg.) Federal Water Pollution Control Act (33 U.S.C. 251 et seg.), 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 sea.); 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's program manager and CPS's Executive Director of Pupil Personnel Services, Office of Diverse Learners. 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

42 West Madison Street Chicago, Illinois 60602 Attn: Chief Financial Officer

With a copy to: Ronald L. Marmer, General Counsel

The Chicago Board of Education/Law Department

One North Dearborn, 9th Floor

Chicago, Illinois 60602

ARTICLE 11 AUTHORITY

Section 11.01 CPS's Authority

Execution of this Agreement by CPS is authorized by Board Rule 7-15 (d) of the Board of Education of the City of Chicago, and other applicable laws, regulations and ordinances.

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.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, DFSS and the Board of Education of the City of Chicago have executed this Agreement as of the date first written above.

CITY OF CHICAGO, by and through its DEPARTMENT OF FAMILY AND SUPPORT SERVICES

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

Lisa Morrison Butler

Commissioner

Ronald DeNard

Senior Vice President of Finance

Approved as to Legal Form

By: Marmer General Counse

EXHIBIT A SCOPE OF SERVICES

A. <u>PURPOSE</u>: The Head Start Disabilities Support Services project is a collaborative effort between the Board of Education, Chicago Public Schools, Office of Diverse Learner Supports and Services (ODLSS), collectively ("CPS"), and the Department of Family and Support Services ("DFSS") to assist with the identification, referral and provision of services for children with disabilities enrolled in DFSS' Head Start programs.

B. <u>CHILDREN SERVED:</u>

CPS shall serve children with disabilities who participate in DFSS' Head Start programs. DFSS will screen children enrolled in DFSS' Head Start programs to identify students with suspected disabilities or delays. DFSS will refer these children to CPS for further evaluation, and if eligible, provide special education services.

C. HEAD START DISABILITIES TEAM:

CPS shall create a Disabilities Team ("Team") that shall be compromised of, but not be limited to, state certified early childhood special education teachers, state licensed speech/language pathologists and one administrative assistant. The CPS' Office of Diverse Learner Supports and Services (ODLSS) Executive Director will collaborate with the DFSS Project Manager. Both Project Managers will provide program oversight in directing the workflow to ensure that Head Start program requirements are met and that children are referred using high quality, consistent data. The Team will be housed on site at a primary work location at the City of Chicago, DFSS Office. A Team Facilitator will supervise the work of the Team, organize and analyze data and work collaboratively with DFSS' Head Start staff. Office of Diverse Learner Supports and Services, families and school based staff.

DFSS is responsible for training of DFSS Head Start delegate agency and grantee staff only. This is not a supervisory role but they do provide training to support staff. This is similar to how related service providers consult/collaborate and provide professional development to CPS staff.

DFSS employees do not oversee CPS employees. They provide support to the Head start programs and staff and act as a liaison. Their services are evaluated by ODLSS administrators.

D. TASKS AND TIMELINES TO BE COMPLETED:

| 1. Provide training to Head Start delegate agency and grantee staff regarding screening and referral process for evaluation at CPS, ODLSS. 1a. Provide training to Head Start delegate agency and grantee staff on screening procedures to ensure that screenings are completed in a timely manner and | All children enrolled must be screened within 45 days of enrollment. | Head Start Coordinators will be trained and will demonstrate understanding of the screening and referral process for evaluation at CPS. | TIMELINES 1st quarter=Dec-Feb 2nd quarter=Mar-May 3rd quarter=June-Aug* 4th quarter=Sept-Nov *Deliverables during 3rd quarter are completed during CTU attendance days. At least 40 Head Start Coordinators trained. | Children will be identified and referred to CPS for further evaluation. |
|---|---|---|--|---|
| according to Head Start guidelines. 1b. Provide training to Head Start delegate agency and grantee staff on the referral process/procedures for evaluation at CPS. | Ensure the procedures for referral are understood and that timelines are followed. | Head Start Coordinators and grantee staff will be trained. | At least 40 Head Start Coordinators will be trained. | Children will be referred to CPS for further evaluation. |
| 2. Conduct classroom observations at community-based Head Start programs. | Head Start staff will receive meaningful feedback including intervention strategies to support students in the program and to support | At least 150 Head Start classrooms will be observed and feedback will be provided. | l _{st} quarter= 50 classrooms will be observed 2 _{nd} quarter= 50 classrooms will be observed 4 _{th} quarter= 50 classrooms will be observed | Children will be identified and referred to CPS for further evaluation. |

| | identification of | | | |
|----------------------|----------------------|--------------------|---|------------------|
| | students who may | | | |
| | be suspected of | | | |
| | having a disability | | | |
| | and require further | | | |
| | evaluation. | | | |
| 3. To support the | Provide delegate | 150 Head Start | 1 _{st} quarter= staff at 50 Head | Delegate |
| full inclusion of | agency Head Start | classrooms will be | Start classrooms will be | Agency Head |
| children with | staff knowledge | observed and | trained | Start staff will |
| disabilities into | and skills to | feedback will be | 2 _{nd} quarter= staff at 50 | be supported |
| DFSS Head Start | support children | provided. | Head Start classrooms will | in serving |
| programs: Provide | with disabilities in | providua. | be trained | children with |
| training and | their programs | | 4th quarter= staff at 50 Head | disabilities. |
| technical assistance | Titlett fittigrams | | Start classrooms will be | |
| to DFSS Head Start | | | trained | |
| | | | uamed | |
| delegate agency and | } | | | |
| grantee staff on a | | | |] |
| variety of topics, | | | | |
| including, | | | | |
| accommodations | | | | |
| and modifications, | | | | |
| behavioral | | | | |
| interventions for | | | | |
| students with | | | | |
| disabilities, and | | | | 1 |
| speech/language | | | | |
| development. | | | | |
| 4. Facilitate DFSS | The team will | Approximately 900 | 1 _{st} quarter= 350 referrals | Children will |
| Head Start | review DFSS | referrals will be | reviewed and sent to | be referred to |
| children's referrals | delegate agency | reviewed and | ODLSS | CPS in a |
| to ODLSS for | Head Start | processed. | 2 _{nd} quarter= 300 referrals | timely manner. |
| evaluation. | referrals to ensure | | reviewed and sent to | |
| | that all referrals | | ODLSS | |
| | are warranted and | | 3 _{rd} quarter=150 referrals | |
| | referral documents | | reviewed and sent to | , |
| | are complete; will | | ODLSS | |
| | electronically | | 4th quarter= 100 referrals | |
| | submit all referrals | | reviewed and sent to | |
| | to ODLSS; and | | ODLSS | |
| | will help to | | | |
| | facilitate the | | | |
| | scheduling of | | | |
| | evaluations and | | | |
| | notification to | | | |
| | | | | |
| | DSCs and | | | |
| | families. | | <u></u> | |

| 5. Maintain data on Head Start children's referrals, evaluations, and eligibility determinations | All DFSS referrals will be tracked and followed up on. | Data on approximately 900 referrals will be tracked and reported. | lst quarter=data on 350 referrals tracked and reported 2nd quarter= data on 300 referrals tracked and reported 3rd quarter= data on 150 referrals tracked and reported 4th quarter= data on 100 referrals tracked and reported | Children will be referred, evaluated and determined eligible or not eligible for special education services by CPS in a timely manner. |
|---|--|---|--|--|
| 6. Support DFSS Head Start students' access to services at CPS. | Communication and collaboration among Head Start families, Head Start programs, ODLSS, and CPS schools will be streamlined. | Children will be referred, evaluated, and determined eligible or ineligible for special education services. | 1 st quarter = 350 referrals 2 nd quarter = 300 referrals 3 rd quarter = 150 referrals 4 th quarter = 100 referrals | Children will be referred, evaluated and will receive special education services in a timely manner. |
| 7. Participate in STARnet paraprofessional trainings and support technical assistance to paraprofessionals who work with students with disabilities in community-based Head Start programs. | Children with moderate to severe disabilities that are enrolled in community-based Head Start programs will be supported and included. | Paraprofessionals will be trained. | 1st quarter=STARnet will provide1 training for paraprofessionals 2nd quarter= STARnet will provide1 training for paraprofessionals 3rd quarter= STARnet will provide1 training for paraprofessionals 4th quarter= STARnet will provide1 training for paraprofessionals | Head Start staff will be supported in serving children with disabilities. |
| 8. Participate in evaluation and eligibility determinations of children referred. | Students referred for further evaluation will be assessed and their eligibility for special education services will be determined. | 100 Head Start children will be evaluated. | Ist quarter=20 students will be evaluated. 2nd quarter= 20 students will be evaluated. 3rd quarter= 20 students will be evaluated. 4th quarter= 20 students will be evaluated. | Children referred and found eligible for special education services will have IEPs developed and implemented. |
| 9. Prepare end of the | Data will be | Prepare DFSS | 2 nd & 3 rd Quarters | End of the |

| year DFSS Head Start and ODLSS reports. | collected in order to report on deliverables and adjust outcomes for next school year. | specific reports and ODI.SS referral and eligibility outcomes reports. | | year reports will be comprehensive and provide outcomes- based data. |
|---|---|---|---|--|
| 10. Collaborate with CPS ODLSS on evaluating DFSS Head Start Children during summer months and other tasks as assigned and agreed upon. | DFSS Head Start children identified as needing further evaluation in late spring and summer will be completed during summer assessment. Complete other tasks as assigned and agreed upon | Returning and transitioning DFSS Head Start Children will be evaluated and determined eligible or ineligible for special education services. Other tasks as assigned and agreed upon are completed. | 3rd Quarter=remaining and backlogged DFSS Head Start Children who are in need of an evaluation will be evaluated and their eligibility will be determined. Completed in the summer of 2016. | DFSS Head Start children will be evaluated and determined eligible or ineligible for special education services by CPS in a timely manner. |

E. DATA MAINTENANCE:

CPS shall purchase wireless internet access cards for use by the Team in order for team members to have access to internet while working offsite in community-based settings. The wireless cards are used for the staff to get access to the internet while off-site. These cards are not used to save information.

F. STAFF PROFESSIONAL DEVELOPMENT AND TRAINING:

Staff may attend and participate in professional development conferences on current practices in early childhood special education to maintain their certification.

G. STAFFING REQUIREMENTS:

CPS shall employ individuals who hold current state certificates. The individuals shall work collaboratively with DFSS Head Start staff and CPS and DFSS Project Managers to ensure that program services are provided. The staff shall be comprised but not limited to three state certified early childhood special education teachers and four state licensed speech/language pathologists and one administrative assistant. The CPS Disabilities Team Facilitator will supervise the work of the Team, organize and analyze data and work collaboratively with DFSS' Head Start staff, ODLSS Central Office staff, Families and School Based staff.

H. PROGRAM EVALUATION:

CPS will collaborate with DFSS to monitor program expenditures and to ensure that programmatic goals are met.

I. STAFF EVALUATION AND REPORTING:

Staff will be evaluated per PERA law (the Performance Evaluation Reform Act) utilizing the CPS Framework for Teaching, Educational Support Specialist and / or Speech Language Pathologists, as determined by the evaluator and evaluatee. Team is responsible for submitting their time requests to Time Keeper's Central KRONOS system and CPS Project Manager will approve all time requests. CPS shall provide DFSS quarterly expenditure reports for the program.

CPS will collaborate with DFSS to evaluate program progress and record accomplishments through the following:

- Review of minutes from monthly team meetings.
- Input, monitor, and evaluate CPS/DFSS data.
- Review feedback received from training evaluation forms. Report information related to children with disabilities by attending DFSS meetings.

J. EQUIPMENT:

Monies shall be allocated within the grant to purchase supplies and equipment for use by the Team as needed to support the goals and work scope of the grant.

EXHIBIT B OPERATING BUDGET

CHICAGO DEPARTMENT OF FAMILY & SUPPORT SERVICES COVER PAGE HEAD START/EARLY HEAD START SUPPORT SERVICES

| | Delegate Name: | Chicago Public Schools | FEIN | 36-6005821 | | |
|----|-----------------------|---|------------|--|----------------------|--------------|
| | Address: | 42 West Madison Street | City | Chicago | Zip Code: | 60602 |
| А | Project Title: | Head Start Disabilities Support | | | | |
| | TITLE OF THE PROGRAM | PO# | | Project Period From: | 12/01/15 | To: 11/30/16 |
| | Early Head Start Su | pport Services Release # | | Main Tel#: | 773-553-1903 | Fax#: |
| | x Head Start Support | Services Place an | 'X" in the | box if this is a budget rev | vision or amendment? | , |
| | | | | | | |
| В1 | EARLY/HEAD START FUNI | O (FEDERAL) | | \$975,000.00 | | |
| B2 | REQUIRED MINIMUM NO | n-FEDERAL SHARE (IN-KIND) | \$ | \$ 325,000.00 This cell is formulated. | | |
| В3 | TOTAL HEAD START FUND |) + NON-FEDERAL SHARE | \$ | 1,300,000.00 | ed. | |
| В4 | MAXIMUM ALLOWABLE | ADMINISTRATIVE COST (B3 x 10%) | \$ | \$ 130,000.00 This cell is formulated. | | |
| | | | | | | |
| | | CURRENT CONT | ACT II | NFORMATION | | |
| c. | PROJECT MANAGER | DIECT MANAGER Sarah Dentz, Exec. Director - Pupil Personnel Services, 773-55 | | | sedentz@cps.edu | |
| | | Name, Title, Telephone # | 75:0m 2m | | | |
| | BUDGET CONTACT: | UDGET CONTACT: Greg Jasinski, Budget Manager, 773-553-4238 Name, Title, Telephone # | | | gcjasinski@cps.edu | |

| OJECT START DATE: 12/1 | /2015 | | | PROJECT END DATE: | 11 | /30/2016 | | HEAD | START SUFPORT SERVICE | ES | | |
|--|-------------------------------|---------------------|-------------------------|-------------------|--------------------------------------|--|--------------------------------------|---|-----------------------------------|---------------------------------------|----------------------|-----------------------|
| POSITION/TITLE | | | The second second | , | HARGED TO HEA | D START FUND | | CHARGED 1 | O IN-HIND | | | |
| | ESTIMATE GROSS PAY PER PAY | ESTIMATE# OF PAY | TOTAL GROSS | PROGRAM CI | IST | ADM NISTRATIV | E COST | PROGRAM | ACMINE: TRATIVE | TOTAL PROJECT COST | % Charged to This | |
| THERE MUST BE A SEPARATE LINE FOR EACH POSITION | PERIOD OR HOUR | PERIOD OR HOUR | PERIOD OR # OF HOURS | SALARIES | ESTIMATE FOR THIS CONTRACT PERIOD | ESTIMATE FOR EACH PAY FO DOIRSE FO DOIRSE | ESTIMATE FOR THIS CONTRACT PERIOD | ESTIMATE FOR EACH PAY PERIOD OR HOUR | ESTIMATE FOR THIS CONTRACT PERIOE | ESTIMA" I FOR THIS CONTRACT PERIOD | | Project (HS + NFS) |
| (2) | (3) | (4) | (5) | (6) | (7) | (E) | (9) | (10) | (21) | (11) | (1). | |
| PERSONNEL BUDGET IS ESTIMA CHARGED TO THIS PROGRAM FO | | | | WILL NOT EXC | | JDGETED AMO | | | | | | |
| Senior Administrative Asst | \$ 1,651.69 | 26.0 | \$ 42,944.00 | | | 5 2,944.00 | \$1,651.69 | | s | 42,944.00 | 100 00% | |
| Feacher-Speech Pathologist | \$ 4,521.52 | 21.0 | \$ 94,952.00 | \$ 94,952.00 | \$4,521.52 | | | | 5 | 94,952.00 | 100/00% | |
| Feacher-Speech Pathologist | \$ 4,400,14 | 21.0 | 5 92,403.00 | \$ 92,403.00 | \$4,400.14 | | | | 5 | 92,403.00 | 100.00% | |
| eacher-Citywide | \$ 4,080.76 | 21.0 | \$ 35,696.00 | \$ 85,696.00 | \$4,080.76 | | | | | 85,696.00 | 100.00% | |
| eacher-Citywide | \$ 3,899.38 | 21.0 | \$ 31,887.00 | \$ 81,887.00 | 53,899.38 | | | | s | 81,887.00 | 100.30% | |
| eacher-Speech Pathologist | \$ 4,521.52 | 21.0 | \$ 94,952.00 | \$ 94,952.00 | \$4,521.52 | | | | | 94,952.00 | 100,30% | |
| Feacher-Citywide | \$ 4,317.05 | 21.0 | \$ 90,658.00 | \$ 90,658.00 | \$4,317.05 | | - | | | 90,658.00 | 100.30% | |
| eacher-Speech Pathologist | 5 4,521.52 | 21.0 | \$ 34,952.00 | \$ 94,952.00 | \$4,521.52 | | | | | 94,952.00 | 100.30% | |
| For the above 39.6-week Citywide Teachers and Speech- anguage Pathologists to work part-time over the Summer n tasks as assigned and agreed upon. | \$ 10,500.00 | 4.0 | \$ 42,000.00 | 5 42,000.00 | \$10,500.00 | | | | | 42,000,00 | 100.30% | |
| IN-KIND: CPS uses general funds to employee 23.0 FTE on Stywide Assessment Teams at a total cost of 53,071,736. A mail portion (7.93%) of this general fund expenditure will | \$ 11,599.48 | 21.0 | \$ 243,589,00 | | | | | 243,589.00 | | 243,589.00 | 100,30% | |
| be charged to in-Kind for this grant. | 3 11,355.46 | 21.0 | 243,303,00 | | | | | 2.13,000,00 | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
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| | | | | | | | | | | | - | |
| | | | | | 222222 | | ,,,,,,,,,, | | | <u> </u> | | |
| | | LESS PE | ERSONNEL TURN OVER | | | | | | | | _ | |
| | | | SUBTOTAL SALARIES | 677,530.00 | | 12.914.00 | | 243,585,00 | | 964,033.00 | | |

CHICAGO DEPARTMENT OF FAMILY & SUPPORT SERVICES FRINGE BENEFITS - ACCOUNT 0044

DELEGATE AGENCY:

Chicago Public Schools

FEIN#: 36-6005821

P.O NUMBER:

PROJECT TITLE:

HEAD START SUPPORT SERVICES

| (1) | (2) | | (3) | | (4) |
|------------------------------|------------------|--------------|--------------------------------|---------------|---------------|
| DESCRIPTION OF ALL EXPENSES | Amount Charge | d to HS fund | Amount Charged to Federal S | TOTAL PROJECT | |
| | Program | Admin | Program | Admin | |
| FICA | | | | | |
| UNEMPLOYMENT | \$ 2,406.00 \$ | 159.00 | \$ 901.00 | | \$ 2,565 |
| WORKERS' COMPENSATION | \$ 6,111.00 \$ | 404.00 | \$ 2,289,00 | | \$ 6,515 |
| HEALTH/DENTAL/LIFE INSURANCE | \$ 71,141.00 \$ | 10,163.00 | \$ 30,574,00 | | \$ &1,304 |
| SHORT/LONG TERM INSURANCE | \$ \$ | | \$ | | \$ |
| PENSION/RETIREMENT | \$ 118,055.00 \$ | 7,569.00 | \$ 44,116.00 | | \$ 125,624 |
| MEDICARE | \$ 9,427.00 \$ | 623.00 | \$ 3,531.00 | | \$ 10,050 |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL FRINGES | \$ 207,140.00 \$ | 18,918.00 | \$ 81,411.00 | | \$ 307,469.00 |

CHICAGO DEPARTMENT OF FAMILY & SUPPORT SERVICES

NCN-PERSONNEL

DELEGATE AGENCY:

Chicago Public Schools

FEIN#:

36-6005821

P.O NUMBER:

PROJECT TITLE:

HEAD START SUPPORT SERVICES

RELEASE #:

PROJECT START DATE:

12/1/2015

END DATE:

11/30/2016

| | | | | 1 | 4) | | (A+B) | |
|-----------------|--|---------|---|--------------|----------------|------------------------|-------------------------|--------------------|
| Account code | Cost Category | | DESCRIPTION OF ALL EXPENSES | Amount Charg | ged to HS fund | Amount Charged to In-K | ind (Non-Federal Share) | TOTAL PROJECT COST |
| | | | | Program | Admin | Program | Admin | |
| (1) | (2) | | (3) | [4] | 5) | (6) | (7) | (8) |
| | OPERATING COSTS | PROGRAM | | | | | | |
| 0100 | | ADMIN | | | ě | | | |
| | | | SUII-TOTAL OPERATING COSTS | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | Wireless internet access to allow team to maintain data referrals and fac litate communicate with Central Office and Schools. 30 day (1GB) mobile hotspot: \$50/morth x 7 staff X 12 months = \$4,200 | \$ 6,000.00 | | | | |
| 0140 | PROFESSIONAL SERVICES | ADMIN | | | | | | |
| | | | SUB-TOTAL PROFESSIONAL SEFVICES | \$ 6,000.00 | \$ - | \$ - | \$ - | \$ 6,000.00 |
| | SPACE RENTAL FROM | PROGRAM | | | | | | |
| 0155 | THIRD PARTY (Landlord's names are required | ADMIN - | | | | | | |
| | | | SUB-TOTAL SPACE FENTAL FROM THIRD PARTY | \$ - | \$ - | \$ - | \$ - | \$ - |

CHICAGO DEPARTMENT OF FAMILY & SUPPORT SERVICES

NON-PERSONNEL

DELEGATE AGENCY:

Chicago Public Schools

FEIN#:

P.O NUMBER:

PROJECT TITLE:

HEAD START SUPPORT SERVICES

RELEASE #:

36-6005821

PROJECT START DATE:

12/1/2015

END DATE:

11/30/2016

| | | | | | A) | 1 | В) | (A+B) |
|--------------|---|---------|---|--------------|----------------|------------------------|--------------------------|--------------------|
| Account code | Cost Category | | DESCRIPTION OF ALL EXPENSES | Amount Char | ged to HS fund | Amount Charged to In-I | (ind (Non-Federal Share) | TOTAL PROJECT COST |
| | | | | Program | Admin | Program | Admin | |
| (1) | (2) | | (3) | (4) | (5) | (6) | (7) | (8) |
| | | PROGRAM | Local Travel, Parking/Mileage Reimbursement, Public Transportation, Out-of-Town Travel (including air fares, lodging, meals, per diem, incidents) | \$ 11,498.00 | | | | |
| 0200 | TRAVEL - TRANSPORTATION | ADMIN | | | = | | | |
| | | | SUB-TOTAL TRAVEL/TRANSPORTATION | \$ 11,498.00 | \$ - | \$ - | \$ - | \$ 11,498.00 |
| | | PROGRAM | Supplies and materials for teachers and speech pathologists | \$ 6,000.00 | | | | |
| 0300 | SUPPLIES - COMMODITIES | ADMIN - | | | | | | |
| | | | SUB-TOTAL SUPPLIES/COMMODITIES | \$ 6,000.00 | \$ - | \$ - | \$ - | \$ 6,000.00 |
| 0801 | INDIRECT COST (Must submit a ICR proposal approved by a cognizant | ADMIN | INDIRECT COST APPROVED BY DFSS @ 2.09% OF DIRECT COSTS (\$19,285 Not Claimed due to shortage of grant funds). | | \$ - | | | |
| | federal agency) | | SUB-TOTAL INDIRECT COST | | \$ - | | \$ - | s . |
| | | PROGRAM | | | | | | |
| 0999 | OTHER COSTS | ADMIN | | | | | | |
| | | | SUB-TOTAL OTHER COSTS | \$ - | \$ - | 5 - | \$ - | \$ - |
| | arranger and to as | PROGRAM | · · · · · · · · · · · · · · · · · · · | \$ 5,000.00 | | | | <u>.</u> |
| 1230 | TRAINING & RELATED EXPENSES | ADMIN | | | | | | |
| | | | SUB-TOTAL TRAINING & RELATED COSTS | \$ 5,000.00 | \$ - | \$ - | s - | \$ 5,000.00 |

CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES HEAD START SUPPORT SERVICES BUDGET SUMMARY FORM

| DELEGA | ATE AGENCY NAME: | | Chicago Public Schoo | ls | | REVISION | SUPPLIER/SITE # | |
|--------|---------------------------------|-----------|--|---|------|---------------------------|---------------------------------|---------------------|
| P.O NU | MBER: | ELEASE #: | | _ | | Ti. | | |
| | PROJECT START DATE: | | 12/1/2015 | | | PROJECT END DATE: | 11/30 | /2016 |
| HS BUD | GET AMOUNT CHANGE FROM: | | \$0 | | \$97 | 75,000 | | |
| PROJEC | T TITLE: HEAD START SUPPORT SER | VICES | | | | | | |
| CONTA | ст: | | TELEPHONE: | | | E-MAIL: | | |
| | | | | | | | | |
| | | | BUDGET | CHANGES | | | BUDGET SUMMARY | |
| LINE# | COST CATEGORY | COST | CURRENT APPROVED CYS - HEAD STAFT FUND | CHANGES REQUESTED IN CYS - HEAD START FUN) | | HEAD START F JND TOTAL | IN-KIND / NON- FEDERAL SHARE | TOTAL PROJECT COSTS |
| | (1) | (2) | (3) | (4) | 91 | (5) | (6) | (7) |
| | | | HEAD START | - PROGRAM COSTS | | | | |
| | PERSONNEL | 0005 | \$ | 0.00 | | \$ 677,500.00 | \$ 243,589.00 | \$ 921,089.00 |
| | FRINGES | 0044 | \$. | 0.00 | | \$ 207,140.00 | \$ 81,411.00 | \$ 288,551.00 |
| | OPERATING COSTS | 0100 | | 0.00 | | \$ - | \$ - | \$ - |
| | PROFESSIONAL SERVICES | 0140 | \$ | 0.00 | | \$ 6,000.00 | \$ - | \$ 6,000.00 |
| | SPACE RENTAL | 0155 | | 0.00 | | \$ - | \$ - | \$ - |
| | TRAVEL/TRANSPORTATION | 0200 | \$. | 0.00 | | \$ 11,498.00 | \$ - | \$ 11,498.00 |
| | SUPPLIES/COMMODITIES/FOOD | 0300 | \$. | 0.00 | | \$ 6,000.00 | \$ - | \$ 6,000.00 |
| | OTHER COSTS | 0999 | \$. | 0.00 | | \$ - | \$ - | \$ - |
| | TRAINING & RELATED EXPENSES | 1230 | \$. | 0.00 | | \$ 5,000.00 | \$ - | \$ 5,000.00 |
| | SUB-TOTAL PROG | RAM COST | \$0.00 | \$0.00 | | \$913,138.00 | \$ 325,000.00 | \$1,238,138.00 |
| | HEAD START - A | OMINISTR | ATIVE COSTS - limit | ed to 10% of Total Co | ost | (Head Start fund plu | s In-Kind) | |
| - | PERSONNEL | 0005 | \$. | 0.00 | | \$ 42,544.00 | | \$ 42,944.00 |
| | FRINGES | 0044 | \$. | 0.00 | | \$ 18,918.00 | \$ - | \$ 18,918.00 |
| | OPERATING COSTS | 0100 | | 0.00 | | \$ - | \$ - | \$ - |
| | PROFESSIONAL SERVICES | 0140 | | 0.00 | | \$ - | \$ - | \$ - |
| | SPACE RENTAL | 0155 | | 0.00 | | \$ - | \$ - | \$ - |
| | TRAVEL/TRANSPORTATION | 0200 | | 0.00 | | \$ - | \$ - | \$ - |
| | SUPPLIES/COMMODITIES/FOOD | 0300 | | 0.00 | | \$ - | \$ - | \$ - |
| | INDIRECT COST | 0801 | | 0.00 | | \$ - | \$ - | \$ - |
| | OTHER COSTS | 0999 | | 0.00 | | \$ - | \$ - | \$ - |
| | TRAINING & BELATED EVENIES | 1230 | | 0.00 | | s . | s . | ٠. |

| SUB-TOTAL ADMINISTRATION COST | \$0.00 | \$0.00 | w |
|------------------------------------|--------|--------|------|
| HEAD START TOTAL (ADMIN & PROGRAM) | \$0.00 | \$0.00 | \$97 |
| | | | |

| 61,862.00 | 00:00 | 61,862.00 |
|--------------|--------------|----------------|
| \$975,000.00 | \$325,000.00 | \$1,300,000.00 |

SUBMITTED BY:

DFSS APPROVAL:

Delegate Agency's Authorized Signature