

**Non-DPS Contractual Agreement  
Cover Sheet**

**From: Brandie V. Knazze**  
Brandie.knazze@cityofchicago.org  
Deputy Commissioner  
Family and Support Services

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

**Date: December 16, 2015**

**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**

**Fund Number: 015-0100-0502005-9260**

**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: \$2,000,000.00**

**Target Market: N/A**

**Goods or Services: Services**

**Description of Agreement: After School, Spring Break and Summer Break 2015 and 2016 Programs - Intergovernmental Agreement**

**Agreement Start Date: January 1, 2015**

**Agreement End Date: December 31, 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.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)**

prior approval of the City Council.

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

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

On or before May 15, 2015, and on or before November 15, 2015, the Office of Budget and Management shall file with the City Council a report showing all federal and state funds received or administered by the City for the time periods October 1, 2014, through March 31, 2015, and April 1, 2015, through September 30, 2015, respectively. Community Development Block Grant funds shall be excluded from this report. The report shall list the amounts disbursed and purposes for which disbursements were made, and shall indicate the Grantor of the funds, purpose, service area(s) and number of positions supported.

In connection with any delegate agency grant agreements entered into between the City and the respective delegate agencies for 2015, the Chief Procurement Officer shall be authorized to resolve disputes between the respective delegate agency and the appropriate City department or agency and to promulgate and implement regulations in connection therewith.

**SECTION 9.** Any employee who is required and is authorized to use his or her personally owned automobile in the regular conduct of official City business shall be allowed and paid at the rate established from time to time by the Internal Revenue Service for the number of miles per month use of such privately owned automobile, to a maximum amount of \$550 per month, such maximum to be adjusted upward on February 1 of each year by the percentage increase, if any, in the Transportation Expenditure Category of the Consumer Price Index for All

**INTERGOVERNMENTAL AGREEMENT**

**FOR AFTER SCHOOL, SPRING BREAK AND SUMMER  
BREAK 2015 & 2016 PROGRAMS**

**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 AFTER SCHOOL, SPRING BREAK AND SUMMER BREAK 2015 & 2016 PROGRAMS** (the "Agreement") is entered into effective as of the 1<sup>st</sup> day of January, 2015 (the "Effective Date") by and between and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Family and Support Services (hereinafter referred to as "DFSS"), and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate, commonly known as the Chicago Public Schools (hereinafter referred to as the "Board" and "CPS").

### **RECITALS**

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

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

**WHEREAS**, CPS enters into agreements with third party vendors ("Subcontractors") to provide safe haven sites and services for elementary and high school students residing in targeted communities in the city during the following designated time periods throughout each school year:

- Safe Haven - After School Program,
- Safe Haven - Summer Break Program,
- Safe Haven - Winter Break Program, and
- Safe Haven - Spring Break Program; and

**WHEREAS**, DFSS desires to assist CPS by providing funds to expand the sites for the After School Programs, Spring Break Programs and Summer Break Programs for 2015 and 2016 ( all of which shall be referred to collectively as "Programs"); and

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

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

#### **ARTICLE 1 INCORPORATION OF RECITALS**

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

#### **ARTICLE 2 CPS' DUTIES AND RESPONSIBILITIES**

### Section 2.01 Scope of Services

The services that CPS shall provide under this Agreement are those described in Exhibit A for the provision of the Programs (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 2.03.B below, is and shall remain the property of the Board. In accordance with federal and state student privacy laws, the Board shall provide a final report to DFSS using aggregate student data about 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 Programs. During the performance 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, 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 June 30, 2017, DFSS retains an irrevocable right to independently or through a third party audit CPS’ books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CPS.

## Section 2.05 Confidentiality

CPS agrees that all deliverables, reports, documents and information/data prepared, assembled, received or encountered pursuant to this Agreement (“Confidential Information”) are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. CPS agrees that such Confidential Information shall not be made available to any individual or organization other than the City, or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the City. DFSS may have access to or receive certain information from CPS that is not generally known to others, such as employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information (“Board Confidential Information”). DFSS shall not use or disclose any Board Confidential Information without the prior written consent of the Board. DFSS shall use at least the same standard of care in the protection of the Board Confidential Information of the Board as DFSS uses to protect its own confidential information, but in any event such Board Confidential Information shall be protected in at least a commercially reasonable manner. In the event 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 DFSS and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

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



of its rights or interests hereunder.

#### Section 2.07 Patents and Copyrights

To the extent applicable, DFSS reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DFSS's purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such copyright or patent in any work developed or discovered in the performance of the Services under this Agreement for government purposes, and any right of copyright or patent to which CPS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement, but only for the limited purposes of responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments (determining client needs, community needs and gaps in resources and services), Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by DFSS in writing, subject to the privacy rights of CPS's students as provided by law not to disclose personal identification information.

#### Section 2.08 Force Majeure

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

### **ARTICLE 3 TERM OF THE AGREEMENT**

#### 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 CPS for the provision of the Services under the Agreement, up to \$2,000,000.00. Only those expenditures made by CPS with respect to the Programs, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the summary budget, which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, shall be eligible for payment under this Agreement. CPS agrees not to perform, and waives any and all claims for payment of Services that would result in billings, beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment thereof. CPS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

### **Section 4.02 Payment**

DFSS shall provide CPS with a standard billing format. Pursuant to the standard billing format, CPS shall from time to time and not less than quarterly submit sufficiently detailed invoices, that include payroll, administrative costs, expenses, costs for program slots, etc. in accordance with Exhibit A. Upon completion of the Programs, CPS shall submit a final invoice to DFSS, documenting all costs eligible for reimbursement in accordance with Exhibit A.

### **Section 4.03 Non-Appropriation**

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

## **ARTICLE 5 DISPUTES**

In the event of a dispute between the parties arising out of this Agreement, the parties agree that the City's Commissioner and Corporation Counsel and the CPS's Senior Vice President of Finance and General Counsel shall first meet to resolve any outstanding issues. The parties agree that

only after they have in good faith attempted to obtain a resolution without success may either party pursue a remedy at law.

## **ARTICLE 6 RISK MANAGEMENT**

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

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, all premises and operations, separation of insureds and defense. General Liability must include coverage for sexual abuse and molestation. The City is to be endorsed as an additional insured on the Contractor 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.

## **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 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 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 DFSS.

#### Section 8.05 City Hiring Plan

The City is subject to 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 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 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 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 CPS's Senior Vice President of Finance and General Counsel. DFSS shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

### Section 9.04 Compliance with All Laws/Governmental Orders

- A. CPS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401 et seq.)

Federal Water Pollution Control Act (33 U.S.C. 251 et seq.), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CPS shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement. DFSS shall at all times observe and comply with the Family Educational Rights and Privacy Act ("FERPA") and any and all Board rules and policies. Board rules and policies are available at <http://www.cps.edu/>.

- B. CPS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

#### Section 9.05 Governing Law

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

#### Section 9.06 Severability

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

sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

**Section 9.07 Interpretation**

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

**Section 9.08 Assigns**

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

**Section 9.09 Cooperation**

DFSS and CPS agree at all times to cooperate fully and in good faith with each other. If this Agreement is terminated for any reason, or if it is to expire on its own terms, CPS shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of DFSS in connection with the termination or expiration of this Agreement.

**Section 9.10 Waiver**

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

**ARTICLE 10           COMMUNICATION AND NOTICES**

**Section 10.01 Communication Between the Parties**



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

Section 10.02 Notices

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

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

With copies to:

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

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

Arnaldo Rivera  
Chief Policy Officer  
Board of Education of the City of Chicago  
Office of Intergovernmental Relations  
42 West Madison, 3<sup>rd</sup> Floor  
Chicago, Illinois 60602

Ron DeNard, Senior Vice President of Finance  
Board of Education of the City of Chicago  
Finance Department  
42 West Madison, 2<sup>nd</sup> Floor  
Chicago, Illinois 60602

With a copy to:

Ronald L. Marmer, General Counsel  
Board of Education of the City of Chicago  
Law Department

One North Dearborn, Suite 900  
Chicago, Illinois 60602

## **ARTICLE 11 AUTHORITY**

### Section 11.01 CPS's Authority

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

### Section 11.02 DFSS's Authority

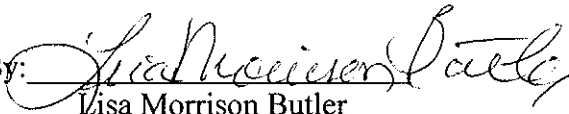
Execution of this Agreement by DFSS is authorized by Section 2-50-040(d) of the Municipal Code of Chicago, and the 2015 and 2016 Appropriations Ordinances enacted by the City Council of the City of Chicago (the "Council") on November 19, 2014 and October 28, 2015.


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

CITY OF CHICAGO DEPARTMENT OF  
FAMILY AND SUPPORT SERVICES

BOARD OF EDUCATION OF THE  
CITY OF CHICAGO

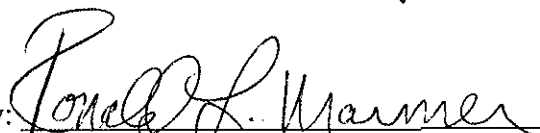
By:   
Lisa Morrison Butler  
Commissioner

By:   
Ron DeNard  
Senior Vice President of Finance

Date: 12/17/15

Date: 12/15/15

Approved as to Legal Form 

By:   
Ronald L. Marmer, General Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES AND BUDGET**

**EXHIBIT A**  
**SCOPE OF SERVICES AND BUDGET**  
**FOR EXPANSION OF SAFE HAVEN SITES AND SERVICES –**  
**AFTER SCHOOL, SPRING BREAK AND SUMMER BREAK 2015 & 2016 PROGRAMS**  
Term: January 1, 2015 until December 31, 2016

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

The Safe Haven Sites and Services - After School Programs, Spring Break Programs and Summer Break Programs for 2015 and 2016 (collectively, the “Programs”) shall be designed to provide guidance services and activities to groups of Chicago Public School students in targeted communities during the school and summer breaks as well as after-school hours. The programming will act as a supplemental educational opportunity, and shall include workshops on conflict resolution, positive communication, anti-bullying, character development, and anger management as well as act as a safe environment for the students to go to during breaks and after-school hours.

The Board has entered into contracts with third party vendors to provide the CPS safe haven sites (“Sites”) and services (“Services”) to implement its Programs for CPS elementary and high school students residing in targeted communities (“Student Participants”) during the time period described below.

The Board’s Office of Faith Based Initiatives shall allocate \$1,000,000 from DFSS to pay for the additional Sites for the Programs for the period from January 1, 2015 through December 31, 2015. There shall be an additional allocation of \$1,000,000 from DFSS to pay for the additional Sites for the Programs for the period from January 1, 2016 through December 31, 2016.

**I. Description for Expansion of Safe Haven Sites and Services –After School, Spring Break and Summer Break 2015 Programs**

- A. Safe Haven – After School 2015 Program** which shall operate from January through May 2015 for three hours per day (3 pm – 6 pm), five consecutive days, Monday through Friday. However, during Spring Break, the Program shall operate for four hours per day (10 am – 2 pm), five consecutive days, Monday through Friday. Programming shall be provided at Sites determined by the Board and shall serve a minimum of 25 Student Participants per Site as well as providing a donated meal to the Student Participants each day at the Site.

The third party vendors shall provide programming for the Student Participants which shall include, but not be limited to, the following:

- Student-guided discussions that will provide Student Participants the opportunity to identify and discuss issues of concern that impact their daily lives including, but not

limited to, Student Participants being encouraged to focus on “Stop the Violence, Stop the Silence”;

- Student Participants being able to discuss social awareness issues regarding their communities;
- Educational support/homework assistance;
- Training that will provide Student Participants with the ability to identify bullying tactics & teach them how to respond appropriately; and
- Student Participants being able to demonstrate their skills and awareness by sharing what they have learned at a culminating event and by taking a post-Program survey, designed by the Board and administered by third party vendors.

The following outcomes must arise from the execution of the After School 2015 Program:

- Approximately 700 Student Participants must be engaged in this Program and activities during the day for three hours per day;
- Student Participants shall be taught skills and awareness in conflict resolution, problem solving, positive communication, anger management, and issues of violence in the community;
- Student Participants shall be taught skills that will help them identify & remediate bullying issues; and
- Student Participants shall be able to demonstrate their skills and awareness by sharing what they have learned at a culminating event, and by taking pre-, mid-, and post-Program surveys, designed by the Board and administered by third party vendors.

Third party vendors shall provide an opportunity for each Site to participate in a culminating event – to be held separately at each Site or held altogether at one central location. The culminating event shall provide the Student Participants with the opportunity to share what they have learned throughout this Program and how they will apply what they learned to everyday life.

- B. Safe Haven - Spring Break 2015 Program** which shall operate April 11-15, 2015 for four hours per day (10 am – 2 pm), five consecutive days, Monday through Friday. Programming shall be provided at Sites determined by the Board and will serve a minimum of 25 Student Participants per Site as well as providing donated meals to the Student Participants each morning and afternoon at the Site.

Third party vendors shall provide programming for the Student Participants which shall include, but not be limited to, the following:

- A workshop that will explore strategies for communicating in a positive manner both verbally and written;
- Practical exercises that encompass role playing and opportunities for personal character development;
- Educational support/homework assistance; and
- Training that will provide Student Participants with the ability to identify bullying tactics & teach them how to respond appropriately.

The following outcomes must arise from the execution of the Spring Break 2015 Program:

- Approximately 800 Student Participants must be engaged in this Program and activities during the day for four hours per day, for five consecutive days of Spring Break;
- Student Participants shall be taught skills and awareness in conflict resolution, problem solving, positive communication, anger management, and issues of violence in the community;
- Student Participants shall be taught skills that will help them identify & remediate bullying issues; and
- Student Participants shall be able to demonstrate their skills and awareness by sharing what they have learned at a culminating event, and by taking a post-Program survey, designed by the Board and administered by third party vendors.

Third party vendors shall provide an opportunity for each Site to participate in a culminating event – to be held separately at each Site or held altogether at one central location. The culminating event shall provide the Student Participants with the opportunity to share what they have learned throughout this Program and how they will apply what they learned to everyday life. The culminating event shall also stress the importance of daily attendance in school.

- C. **Safe Haven – Summer Break 2015 Program** which shall operate July –August 2015 for four hours per day (10am – 2pm), five days per week (Monday – Friday). Programming shall be provided at Sites determined by the Board and will serve a minimum of 25 Student Participants per Site as well as providing donated meals to the Student Participants each morning and afternoon at the Site.

Third party vendors shall provide programming for Student Participants which shall include, but not be limited to, the following:

- A workshop that will explore strategies for resolving conflicts and identifying and controlling anger issues and triggers;
- Practical exercises that encompass role-playing and open discussions on alternative measures to minimize the adverse actions of unaddressed anger; and
- Educational support.

The following outcomes must arise from the execution of the Summer Break 2015 Program:

- Approximately 1,500 Student Participants must be engaged in this Program and activities during the day for five days a week for six weeks for the Summer Break 2015 Program;
- Student Participants shall be taught skills and awareness in conflict resolution, problem solving, positive communication, anger management, and issues of violence in the community; and
- Student Participants shall be able to demonstrate their skills and awareness by sharing what they have learned at a culminating event, and by taking a post-Program survey, designed by the Board and administered by the third party vendors.

Third party vendors shall provide an opportunity for each Site to participate in a culminating event

– to be held separately at each Site or held altogether at one central location. The culminating event shall provide the Student Participants with the opportunity to share what they have learned throughout this Program and how they will apply what they learned to everyday life. The culminating event shall also stress the importance of daily attendance in school.

## **II. Description for Expansion of Safe Haven Sites and Services –After School, Spring Break and Summer Break 2016 Programs**

- A. Safe Haven – After School 2016 Program** which shall operate from January 2016 through May 2016 for three hours per day (3 pm – 6 pm), five consecutive days, Monday through Friday. However, during Spring Break, the Program shall operate for four hours per day (10 am – 2 pm), five consecutive days, Monday through Friday. Programming shall be provided at Sites determined by the Board and shall serve a minimum of 25 Student Participants per Site as well as providing a donated meal to the Student Participants each day at the Site. Approximately, 1,000 Student Participants must be engaged in this Program.

The third party vendors shall provide programming for the Student Participants which shall include, but not be limited to, the following:

- Student-guided discussions that will provide Student Participants the opportunity to identify and discuss issues of concern that impact their daily lives including, but not limited to, Student Participants being encouraged to focus on “Stop the Violence, Stop the Silence”;
- Student Participants being able to discuss social awareness issues regarding their communities;
- Educational support/homework assistance;
- Training that will provide Student Participants with the ability to identify bullying tactics & teach them how to respond appropriately; and
- Student Participants being able to demonstrate their skills and awareness by sharing what they have learned at a culminating event and by taking a post-Program survey, designed by the Board and administered by third party vendors.

The following outcomes must arise from the execution of the After School 2016 Program:

- Approximately 1,000 Student Participants must be engaged in this Program and activities during the day for three hours per day;
- Student Participants shall be taught skills and awareness in conflict resolution, problem solving, positive communication, anger management, and issues of violence in the community;
- Student Participants shall be taught skills that will help them identify & remediate bullying issues; and
- Student Participants shall be able to demonstrate their skills and awareness by sharing what they have learned at a culminating event, and by taking pre-, mid-, and post-Program surveys, designed by the Board and administered by third party vendors.

Third party vendors shall provide an opportunity for each Site to participate in a culminating event



– to be held separately at each Site or held altogether at one central location. The culminating event shall provide the Student Participants with the opportunity to share what they have learned throughout this Program and how they will apply what they learned to everyday life.

- B. Safe Haven - Spring Break 2016 Program** which shall operate April 18-22, 2016 for four hours per day (10 am – 2 pm), five consecutive days, Monday through Friday. Programming shall be provided at Sites determined by the Board and will serve a minimum of 25 Student Participants per Site as well as providing donated meals to the Student Participants each morning and afternoon at the Site.

Third party vendors shall provide programming for the Student Participants which shall include, but not be limited to, the following:

- A workshop that will explore strategies for communicating in a positive manner both verbally and written;
- Practical exercises that encompass role playing and opportunities for personal character development;
- Educational support/homework assistance; and
- Training that will provide Student Participants with the ability to identify bullying tactics & teach them how to respond appropriately.

The following outcomes must arise from the execution of the Spring Break 2016 Program:

- Approximately 800 Student Participants must be engaged in this Program and activities during the day for four hours per day, for five consecutive days of Spring Break;
- Student Participants shall be taught skills and awareness in conflict resolution, problem solving, positive communication, anger management, and issues of violence in the community;
- Student Participants shall be taught skills that will help them identify & remediate bullying issues; and
- Student Participants shall be able to demonstrate their skills and awareness by sharing what they have learned at a culminating event, and by taking a post-Program survey, designed by the Board and administered by third party vendors.

Third party vendors shall provide an opportunity for each Site to participate in a culminating event – to be held separately at each Site or held altogether at one central location. The culminating event shall provide the Student Participants with the opportunity to share what they have learned throughout this Program and how they will apply what they learned to everyday life. The culminating event shall also stress the importance of daily attendance in school.

- C. Safe Haven – Summer Break 2016 Program** which shall operate July –August 2016 for four hours per day (10am – 2pm), five days per week (Monday – Friday). Programming shall be provided at Sites determined by the Board and will serve a minimum of 25 Student Participants per Site as well as providing donated meals to the Student Participants each morning and afternoon at the Site.

Third party vendors shall provide programming for Student Participants which shall include, but not be limited to, the following:

- A workshop that will explore strategies for resolving conflicts and identifying and controlling anger issues and triggers;
- Practical exercises that encompass role-playing and open discussions on alternative measures to minimize the adverse actions of unaddressed anger; and
- Educational support.

The following outcomes must arise from the execution of the Summer Break 2016 Program:

- Approximately 2,500 Student Participants must be engaged in this Program and activities during the day for five days a week for six weeks for the Summer Break 2016 Program;
- Student Participants shall be taught skills and awareness in conflict resolution, problem solving, positive communication, anger management, and issues of violence in the community; and
- Student Participants shall be able to demonstrate their skills and awareness by sharing what they have learned at a culminating event, and by taking a post-Program survey, designed by the Board and administered by the third party vendors.

Third party vendors shall provide an opportunity for each Site to participate in a culminating event – to be held separately at each Site or held altogether at one central location. The culminating event shall provide the Student Participants with the opportunity to share what they have learned throughout this Program and how they will apply what they learned to everyday life. The culminating event shall also stress the importance of daily attendance in school.

**III. Reporting:**

The Board is responsible for maintaining attendance records for the Student Participants at each Site and a log of daily activities that the Student Participants engaged in at each Site for each day of the Programs. In accordance with federal and state student privacy laws, the Board will submit a final report to DFSS using aggregate student data about the Programs including but not limited to: number of youth (Student Participants) served, aggregate hours of Services provided to youth (Student Participants), locations of programming, and outcomes of the Programs.

**BUDGET**

**Compensation and Financial Breakdown:**

| 2015 Programs  | Amount              |
|--|---------------------|
| Safe Haven - After School from January - May 2015 (~85 days) | <b>\$400,000.00</b> |

|   |                       |
|---|-----------------------|
| Safe Haven - Spring Break 2015 – Sites not included in the After School 2015 Program (5 days) | \$67,500.00           |
| Safe Haven – Summer Break 2015 (30 days)  | \$532,500.00          |
| <b>Total Maximum Compensation</b>   | <b>\$1,000,000.00</b> |
| <b>2016 Programs</b>  |                       |
|   | <b>Amount</b>         |
| Safe Haven - After School from January - May 2016 (≈85 days)                                  | \$400,000.00          |
| Safe Haven - Spring Break 2016 – Sites not included in the After School 2017 Program (5 days) | \$67,500.00           |
| Safe Haven – Summer Break 2016 (30 days)  | \$532,500.00          |
| <b>Total Maximum Compensation</b>   | <b>\$1,000,000.00</b> |

For the period from January 1, 2015 through December 31, 2015, DFSS shall pay to CPS a compensation amount of \$1,000,000 to implement the abovementioned Programs provided that all invoices for that period shall be submitted to DFSS no later than December 31, 2015. In addition, for the period from January 1, 2016 through December 31, 2016, DFSS shall pay to CPS a compensation amount of \$1,000,000 to implement the abovementioned Programs provided that all invoices for that period shall be submitted to DFSS no later than December 31, 2016.