

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

RESEARCH EVALUATION SERVICES AGREEMENT

(American Institutes for Research in the Behavioral Sciences)

This Research Evaluation Services Agreement ("**Agreement**") is effective as of July 1, 2022 ("**Effective Date**") and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, with offices located at 42 West Madison Street, Chicago, IL 60602 (the "**Board**" or "**CPS**") and American Institutes for Research in the Behavioral Sciences, a Pennsylvania not-for-profit corporation with offices located at 1400 Crystal Drive, 10th Floor, Arlington, VA 22202 ("**Vendor**" or "**AIR**").

RECITALS

- A. Vendor was selected on a non-competitive basis. This item was presented to the Board's Single/Sole Source Committee on May 11, 2022 and approved by the Chief Procurement Officer;
- B. The Illinois State Board of Education ("**Grantor**") has awarded the Nita M. Lowey 21st Century Community Learning Centers Grant to the Board ("**Grant**") to cover fees for certain Services to be provided by Vendor pursuant to the terms of the Grant;
- C. The Board desires that Vendor render research evaluation services on how well programs funded through the Community School Initiative are implementing the community school strategy and delivering quality programming and on assessing program impact on positive youth development, achievement, and behaviors; and
- D. Vendor has demonstrated expertise in providing such Services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services to the Board.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals**: The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term of Agreement**: The term of this Agreement ("**Term**") will be for a period commencing on the Effective Date and continuing through August 31, 2024. The Board may renew this Agreement for one (1) option for a period of one (1) year (a "**Renewal Term**") under the same terms and conditions as this Agreement.
3. **Scope of Services**: Vendor agrees to provide the services as described in this Agreement, including the Scope of Services that is attached and incorporated into this Agreement as Exhibit A ("**Services**"). "Services" means, collectively any and all services, deliverables, duties, responsibilities, and work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The Board retains final authority with respect to all decisions related to the Services. The Board may, from time to time, request changes in the Scope of Services. Any such changes to the Agreement shall require documentation by a written amendment to this Agreement signed by the authorized representatives of both parties and the Board's General Counsel.
4. **Compensation; Billing and Payment Procedures; Electronic Payments**:
 - 4.1 **Compensation**: Compensation for Services during the Term shall be payable in accordance with Section 4 of Exhibit A, (the "**Budget and Payment Schedule**"). The total compensation for the Services to be provided by Vendor during the Term of this Agreement shall

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not exceed Two Hundred Fifty Thousand and 00/100 (\$250,000.00) the “**Maximum Compensation Amount**”. Vendor shall not be reimbursed for any expenses. The Maximum Compensation Amount may not be increased without the prior approval of the members of the Board and a written amendment to this Agreement. It is understood and agreed that the Maximum Compensation Amount referenced hereinabove is a 'not-to-exceed amount and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Term of this Agreement and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received for Services and deliverables not provided. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other agreement between Vendor and the Board.

4.2 Purchase Order: Any purchases by the Board of Services covered by this Agreement will be completed by submitting an order on the Board's Standard Purchase Order Form (“**PO**”). The terms and conditions found on the PO shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Agreement. Under no circumstances shall Vendor provide any Services without a valid PO.

4.3 Billing and Payment Procedures: All invoices must be submitted electronically via email in PDF format to cpsinvoice@cps.edu. Each email may only contain one invoice and must include your Vendor name and the CPS Purchase Order number. All invoices must include:

- Vendor name and payment address
- Unique invoice number (determined by Vendor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- Itemized description of the services rendered and/or goods delivered
- Date goods were delivered to CPS

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local Government Prompt Payment Act 50 ILCS 505/1 *et seq.* The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify the Services provided under this Agreement.

4.4 Electronic Payments: Vendor agrees that, at the Board's sole discretion, the Board may make payment electronically to Vendor for any and all amounts due by means of the Board's procurement charge card account. Vendor recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Vendor further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Vendor agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

5. Standards of Performance: Vendor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a vendor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Vendor must ensure that all Services that require the exercise of

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professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as required by law. Vendor acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary.

Any review, approval, acceptance of Services or deliverables or payment for any of the Services by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. This provision in no way limits the Board's rights against the Vendor under this Agreement, at law or in equity. Vendor shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

6. **Personnel:** Vendor must assign and maintain during the term of this Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board reasonably determines in its sole discretion that any employee, subcontractor or other person providing Services hereunder for the Vendor is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct the Vendor to remove that person from performing Services under this Agreement.
7. **Non-Appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Vendor and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.
8. **Termination, Suspension of Services, Events of Default, Remedies, and Turnover of Documents:**
 - 8.1. **Early Termination.** The Board may terminate this Agreement in whole or in part, without cause, at any time, by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received or the date stated in the notice, whichever is later. The Board may further terminate this Agreement immediately upon notice to Vendor if the Board loses or does not actually receive the Compensation to cover the Services for any CPS fiscal year during the Term.

After notice is received, Vendor must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth herein in the provision regarding compensation and payment.

Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent

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inconsistent with this provision.

8.2 Suspension of Services. The Board may request that Vendor suspend Services in whole or part. Vendor shall promptly resume supplying Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon, in writing, by the Board and Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.

8.3 Vendor Events of Default. Events of default ("**Events of Default**") include, but are not limited to, the following:

- A. Any material misrepresentation by Vendor in the inducement or the performance of this Agreement,
- B. Breach of any term, condition, representation or warranty made by Vendor in this Agreement.
- C. Failure of Vendor to perform any of its obligations under this Agreement, including, but not limited to, the following:
 - 1. Failure to timely perform any portion of the Services in the manner specified herein;
 - 2. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - 3. Failure to promptly re-perform within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory;
 - 4. Discontinuance of the Services for reasons within Vendor's reasonable control; or
 - 5. Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default.
- D. Default by Vendor under any other agreement Vendor may presently have or may enter into with the Board;
- E. Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff; and
- F. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law.
- G. Vendor is not liable for delays to performance outside of Vendor's control.

8.4 Remedies. The Board in its sole discretion may declare Vendor in default if Vendor commits an Event of Default. The Chief Procurement Officer may in his/her discretion give the Vendor an opportunity to cure the default within a reasonable period of time determined by the Chief Procurement Officer (the "**Cure Period**"). The Chief Procurement Officer shall give Vendor written notice of the default in the form of a cure notice ("**Cure Notice**"). If the Chief Procurement Officer determines, in his/her sole discretion, that no opportunity to cure is to be granted, he/she may give a default notice ("**Default Notice**").

The Chief Procurement Officer may give a Default Notice after a Cure Notice if: (1) Vendors fails to effect a cure within the Cure Period given in the applicable Cure Notice, or (2) if the Event of Default cannot be reasonably cured within said Cure Period, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board.

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A written Default Notice shall be final and effective termination of the Agreement, in whole or in part as specified by the Board, upon Vendor's receipt of such notice or on the date set forth in the notice, whichever is later. When a Default Notice is given, Vendor must discontinue all Services unless otherwise specifically directed in the notice.

Upon the occurrence of an Event of Default, the Board may invoke any or all of the following remedies:

- A. Take over and complete the supply of Services or any part thereof, by contract or otherwise as agent for and at cost of Vendor either directly or through others. Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor under this Agreement or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board;
- B. Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;
- C. Suspend performance of Services during the Cure Period if the default results from Vendor's action or failure to act which affects the safety or welfare of students or Board staff. In the event that the performance of Services is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization;
- D. Specific performance, an injunction or any other appropriate equitable remedy as finally determined in a court of law in accordance with paragraph 24 below;
- E. Receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default as finally determined in a court of law in accordance with paragraph 24 below;
- F. Money damages as awarded in a court of law in accordance with paragraph 24 below;
- G. Withhold all or part of Vendor's compensation under this Agreement as finally determined in a court of law under paragraph 24 below; and
- H. Use an Event of Default as a basis to deem Vendor non-responsible in future contracts to be awarded by the Board and/or seek debarment of Vendor pursuant to the Board's Debarment Policy (19-0626-PO1), as may be amended.

The Board may elect not to declare Vendor in default or to terminate this Agreement. If the Chief Procurement Officer decides not to terminate, then she or he may decide at any time thereafter to terminate the Agreement, in whole or in part, in a subsequent Default Notice. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Vendor to continue to supply the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement, at law, in equity or statute.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto,

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and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate this agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant the Early Termination provision above.

8.5 Turnover of Documents and Records. Upon demand of the Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Vendor shall turn over to the Board or its designee within ten (10) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that Vendor may keep a copy of such information for its own records.

9. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

10. **Confidential Information; Dissemination of Information; Ownership; Injunctive Relief; Survival:**

10.1. Definitions.

- A. Confidential Information. In the performance of the Agreement, Vendor, including its staff, volunteers, and agents may have access to or receive certain information that is not generally known to others ("**Confidential Information**" or "**CPS Data**"). Vendor acknowledges that Confidential Information includes, but is not limited to, Student-Generated Content (defined below), Student Data (defined below), employee data, technical data and specifications, software, ideas, budget figures, operational details. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to Vendor in the course of the performance of Services under the Agreement. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating the confidentiality obligations of the Agreement and any other agreements with the Board.
- B. Student Data. "**Student Data**" means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology, including but not limited to the Products (as defined in this Agreement and including without limitation Software) by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students relating to a CPS student. For purposes of this Agreement, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.
- C. De-Identified Data. "**De-identified Data**" will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the

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purposes of this Agreement, De-Identified Data will still be considered Confidential Information and treated as such.

- D. Student Generated Content. The term “**Student-Generated Content**” means materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and videos.
- 10.2. Use of Confidential Information. Vendor shall only use Confidential Information for the sole purpose of providing Services to the Board and shall not disclose the Confidential Information except to those of its directors, officers, agents, servants, employees, and contractors who have a need to access the Confidential Information in order to perform the Services set forth in this Agreement. Vendor shall not copy or otherwise reproduce in any manner whatsoever the Confidential Information for any purposes outside the terms of the Agreement without the prior written consent of the Board, except where required for its own internal use solely to deliver the Services under this Agreement and strictly in accordance with the terms of this Agreement. Vendor shall use at least the same standard of care in the protection of Confidential Information as Vendor uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner and in compliance with all applicable laws. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), the Illinois School Student Records Act (“**ISSRA**”), and the Student Online Personal Protection Act (“**SOPPA**”) and the Children’s Online Privacy Protection Act (“**COPPA**”), as applicable.
- 10.3. Handling of Confidential Information. Vendor shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are no less protective as those used to protect Vendor’s own confidential information and at least as secure as the following. When handling Confidential Information, which may include but is not limited to Student Data, Vendor shall:
1. When mailing physical copies of Confidential Information, send Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt. Vendor shall not send with encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption.
 2. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.
 3. Not leave Confidential Information in any medium unsecured and unattended at any time.
 4. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access.
 5. Password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive encrypted with an encryption key of no less than 256 bits. Vendor shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop

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or other electronic device. Vendor shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.

6. Secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to, disclosure and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies, procedures, and technical elements relating to data access controls. All Confidential Information must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures.
7. Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed within Vendor's Services and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of the Agreement.
8. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Confidential Information security practices. Vendor agrees to share its incident response plan upon request.
9. Assure that its systems, Products and Services include at least the following safeguards:
 - a. Include component and system level fault tolerance and redundancy in system design.
 - b. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
 - c. Encrypt Confidential Information at rest and in transit.
 - d. Authentication of users at logins with a 256-bit or higher encryption algorithm.
 - e. Secure transmission of login credentials.
 - f. Automatic password change routine.
 - g. Trace user system access via a combination of system logs and Google Analytics.
 - h. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
 - i. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.
 - j. Employ an in-line intrusion prevention system that inspects incoming data transmissions.
 - k. Prevention of hostile and unauthorized intrusion.

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- I. Backup of all Confidential Information at least once every twenty-four (24) hours. Perform content snapshots at least daily and retain for at least ninety (90) days.
10. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout this Agreement.
- 10.4. Dissemination of Information. Other than as specifically allowed under the Agreement, Vendor shall not disseminate any Confidential Information and/or any work product obtained or developed in performance or delivery of Services and/or materials for the Board to a third party without the prior written consent of an authorized representative of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information and/or work product which may be in Vendor's possession as a result of Services and/or materials provided under this Agreement, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.
- 10.5. Press Releases; Publicity. Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property, including but not limited to the CPS logo or the logos of any schools, during or after the performance or delivery of Products and Services without the prior express written consent of the Board's Chief Communications Officer or its designee. Furthermore, Vendor may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or its designee.
- 10.6. Return or Destruction of Confidential Information. Vendor shall, at the Board's option, destroy or return all Confidential Information to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information to the Board within five (5) days of the expiration or termination of this Agreement unless Vendor receives permission in writing from the Board's Chief Education Officer or his/her designee that Vendor may retain certain Confidential Information for a specific period of time. Vendor shall sanitize all computer systems so as to make data stored on back-up systems unrecoverable in accordance with NIST 800-88 Rev 1 (Guidelines for Media Sanitization). In the event the Board elects to have Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction. Vendor shall delete a specific student's Student Data upon the written request of the Board. In the event that Vendor is permitted to retain certain Confidential Information, such information shall be protected and handled in accordance with the terms of this Agreement for as long as Vendor is permitted to retain such Confidential Information.
- 10.7. Unauthorized Access, Use or Disclosure of Confidential Information. If Vendor has knowledge of any unauthorized access, use, and/or disclosure of Confidential Information, it shall: (i) notify the Board immediately, which in no event shall be longer than twenty-four hours from Vendor receiving notice of the unauthorized access, use, or disclosure; (ii) take prompt and appropriate action to prevent further unauthorized access,

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use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably direct to remedy such unauthorized access, use or disclosure, including, if required under any federal or state law, providing notification to the affected persons. Vendor shall bear the losses and expenses (including attorneys' fees) associated with a breach of Vendor's obligations regarding Confidential Information as set forth in this Agreement, including without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. Vendor shall include this provision in any and all agreements it executes with subcontractors providing Services under this Agreement.

- 10.8. Additional Obligations Regarding Treatment of Student Data. In addition to the above stated obligations for the treatment and handling of Confidential Information, Vendor shall abide by the following obligations when treating and handling Student Data:
- A. Student Data Use. Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Services, and technology, to amass a profile about a CPS student or otherwise identify a CPS student. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Services under this Agreement.
 - B. Student Data Collection. Vendor shall not collect Student Data except as specifically permitted hereunder and as necessary to fulfill its duties as outlined in this Agreement.
 - C. Marketing and Advertising. Vendor shall not advertise or market to students or their parents/legal guardians when the advertising is based upon any Student Data that Vendor has acquired because of the use of that Vendor's site, Services, or this Agreement.
 - D. Student Data Mining. Vendor is prohibited from mining Student Data for any purpose. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
 - E. Student Data Transfer or Destruction: Vendor will ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Vendor may have transferred Student Data, are destroyed or transferred to the Board when Student Data is no longer needed for its specified purpose. Vendor shall sanitize all computer systems so as to make data stored on back-up systems unrecoverable in accordance with NIST 800-88 Rev 1 (Guidelines for Media Sanitization).
 - F. Rights in and to Student Data. Parties agree that all rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in the Agreement. Vendor does not have the right to sell or trade Student Data.

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- G. Sale of Student Data. Vendor is prohibited from selling, trading, or otherwise transferring Student Data.
- H. Access. Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access will be logged.
- I. Additional Security Controls. Vendor will store and process Student Data in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in this Agreement, as may be amended in writing by the authorized representatives of the parties and with the approval of the Board's General Counsel. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be secured in transit using secure FTP services or https/TLS 1.0+. Proposer is required to specify any personally identifiable information (PII) collected or used by their Products. In addition, Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Industry certifications, such as International Organization for Standardization (ISO), SysTrust, Cloud Security Alliance (CSA) STAR Certification, or WebTrust security for SaaS environments are recommended.

Such safeguards shall be no less rigorous than accepted industry practices, including specifically the NIST 800-53r4 moderate level, International Organization for Standardization's standards ISO/IEC 27001:2005 (Information Security Management Systems – Requirements), and ISO-IEC 27002:2005 (Code of Practice for International Security Management). Vendor shall ensure that the manner in which Student Data is collected, accessed, used, stored, processed, disposed of and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Student Data security practices. Vendor agrees to share its incident response plan upon request.

Vendor shall assure that all data that is transmitted between the Board's access points and the ultimate server, by Vendor or its recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

- J. Security Safeguards. Vendor agrees to provide the following additional safeguards:
 - 1. Include component and system level fault tolerance and redundancy in system design.
 - 2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
 - 3. Encrypt Student Data at-rest and in-transit.
 - 4. Authentication of users at login with a 128-bit or higher encryption algorithm.
 - 5. Secure transmission of login credentials.
 - 6. Automatic password change routine.

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7. Trace user system access via a combination of system logs and Google Analytics.
8. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
9. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.
10. Employ an in-line Intrusion Protection System that inspects incoming data transmissions.
11. Ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks.
12. Provide a documented disaster recovery plan that includes the following elements:
 - a. Available recovery times.
 - b. Conduct 24x7 system monitoring that is capable of detecting Potential outages.
 - c. Plans for File-level, Database and server recovery after a component/system failure, damage or compromise.
 - d. Substantial geographical separation between data centers hosting production, backup and redundant system elements.
 - e. Include recovery/mitigation procedures for all managed sites, including subcontractors, agents, and other recipients.
 - f. Include provisions for at least the following events:
 - i. Fire
 - ii. Natural disaster
 - iii. Sabotage
 - iv. Accidental human error
 - v. Flooding
 - vi. Equipment failure
 - vii. Application/database failure
 - viii. Other unlikely events
 - g. No less than annual testing of the disaster recovery plan (at least parts that affect Student Data) with results of the test made available to the Board, as well as information about, and schedule for, the correction of deficiencies identified in the test.
13. Prevention of hostile or unauthorized intrusion.
14. Screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Criminal Background Check in the Agreement do not have access to Student Data. Vendor shall provide the security measures taken to ensure that said employees do not have access to Student Data.

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15. Backup of all Student Data at least once every twenty-four (24) hours.
16. Perform content snapshots at least daily and retain for at least ninety (90) days.

- 10.9. Change Management. CPS must be notified of all post go-live changes to the Services, which include changes to functionality, the introduction of additional applications, and major platform upgrades. CPS must also be notified of all planned changes, expansion, or reduction to data elements or data management procedures and shall not make such changes without the prior written consent of the Board which shall not be unreasonably withheld. Change notifications shall be sent to a designated CPS email address and must primarily list the change description and the planned date of change. All notifications should be provided at a minimum one (1) week before any change takes effect. For changes that require adjustments to the CPS environment or involve any system integrations, Vendor shall require written approval from CPS prior to any go-live changes and shall not make any changes without the prior written approval of CPS.
- 10.10. Data Integration & Management. Application products must align to IMS Global interoperability standards for data exchanges and authentication (One Roster, or Google Single Sign On / SSO).
- 10.11. Volunteers, Employees, Agents, and Subcontractors. Vendor agrees to provide its volunteers, employees, agents, and subcontractors only such Confidential Information that is necessary for the performance of Services pursuant to this Agreement and to cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.
- 10.12. Injunctive Relief. In the event of a breach or threatened breach of this Section, Vendor acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Vendor agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.
- 10.13. Survival. The provisions of this Section shall survive the termination or expiration of the Agreement.

11. Representations and Warranties of Vendor: Vendor represents and warrants that the following shall be true and correct as of the Effective Date of this Agreement and shall continue to be true and correct during the Term of this Agreement:

- 11.1. Licensed Professionals. Vendor is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.
- 11.2. Compliance with Laws. Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the marketing Drug-Free Workplace Act, the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), the Illinois School Student Records Act ("**ISSRA**"), and as applicable the Student Online Personal Protection Act ("**SOPPA**") and the Children's Online Privacy Protection Act ("**COPPA**"), and any others relating to non-discrimination. Further, Vendor is and shall remain in

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compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>. In addition, Vendor shall comply with any governmental regulations, requirements and guidelines and Board guidelines, policies, and rules in effect now or later, and as amended from time to time related to COVID-19, including without limitation all reporting requirements and requirements or recommendations regarding face coverings and social distancing.

- 11.3. Vendor Number and Good Standing. Vendor maintains an active CPS Vendor Number through the Term of the Agreement. Vendor is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five (5) year period immediately preceding the Effective Date of this Agreement.
- 11.4. Authorization. Vendor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor.
- 11.5. Financially Solvent. Vendor warrants to the best of its professional information, knowledge and belief that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.
- 11.6. Gratuities. No payment, gratuity or offer of employment was made by or to Vendor, or to the best of Vendor's knowledge, by or to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.
- 11.7. Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
- 11.8. Research Activities and Data Requests. The research activities conducted in connection with the Services hereunder, and as detailed in Exhibit A attached hereto, are solely for the benefit of and use by the Board. Vendor acknowledges and agrees that it is not authorized to conduct any research activities in the Chicago Public Schools or use the Confidential Information for any research purposes outside of those set forth in Exhibit A. Vendor may not use or publish any results relating the Services or the Confidential Information for any purpose, except with the express written consent of the Chief Officer of the Office of College and Career Success or his/her designee, or otherwise use Confidential Information for the benefit of Vendor or any third party. Vendor shall comply with the Board's External Research Study and Data Policy adopted on December 11, 2019, as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes hereunder prior to full execution of this Agreement.
- 11.9. Third Parties' Intellectual Property. In performing and delivering the Services under this Agreement, Vendor shall not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party and will not improperly use any third party's confidential information. Vendor shall have, without encumbrance, all ownership, licensing, marketing, and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement.

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- 11.10. Assignment of Warranties. Vendor has the right, title and ability to assign and shall assign to the Board any third-party warranties concerning the Services provided under this Agreement to the Board.
- 11.11. No Legal Action Preventing Performance. As of the Effective Date, Vendor has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Vendor's ability to perform its obligations under this Agreement.
- 11.12. Free of Computer Viruses. Vendor shall use commercially reasonable best efforts to ensure that the Services, including but not limited to any Software or other software used in the performance of the Services, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.
- 11.13. Prohibited Acts. Within the three (3) years prior to and as of the effective date of this Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.
- 11.14. Debarment and Suspension. Vendor certifies to the best of its professional information, knowledge and belief that:
- A. it, its principals, and its subcontractors providing Services under this Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A *et seq.*)
 - B. it, its principals, and its subcontractors providing Services under this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and
 - C. it, its principals, and its subcontractors providing Services under this Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.
- "Principals"** for the purposes of this certification means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.
- 11.15. Continued Disclosure Requirement. If at any time during the Term of this Agreement Vendor becomes aware of any change in the circumstances that makes the representations and warranties stated above no longer true, Vendor must immediately disclose such change to the Board in accordance with the Notice provision of this Agreement.
- 11.16. Survival. All warranties in this Section shall survive inspection, acceptance, expiration or

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termination of this Agreement. Nothing in the foregoing warranties shall be construed to limit any other rights or remedies available to the Board under the law and this Agreement.

12. **Use of Board's Network:** If at any time, Vendor has access to the Board's computer network, Vendor warrants to the best of its professional information, knowledge and belief that it is and shall remain in compliance with the Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1), and the Board's Staff Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO2), both as amended, during the term of the Agreement. Vendor shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO1), as amended.
13. **Background Check.** Vendor shall comply with the following requirements and such other procedures as may be determined necessary by the Board from time to time for each employee, agent, volunteer or subcontractor who may have contact with a CPS student as a result of this Agreement (individually and collectively "**Staff**") ("**Background Check**"). For purposes of this Section, contact via text messages, live chats, emails, any other digital or online media, telephone, in person, or through any other means shall be considered "contact". Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:
- 13.1. **Do Not Hire List.** The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to this Agreement by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.
- 13.2. **Criminal History Records Check.** Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with a CPS student pursuant to this Agreement through the process established by the Board, including using the Board's contracted vendor for conducting such checks, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), which refers to and incorporates the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) (collectively "**Criminal History Records Check**"). A complete Criminal History Records Check includes the following:
- A. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
 - B. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
 - C. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder.

- 13.3. **Department of Children and Family Services Check.** At Vendor's cost and expense, the

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Board shall have the right to check Staff who may have contact with a CPS student pursuant to this Agreement for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services (“**DCFS**”) State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff (“**DCFS Check**”). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check, and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not access any Board facility and shall not have contact with any CPS student hereunder.

13.4. Background Check Representations and Warranties. With respect to each Background Check, Vendor further represents and warrants that Vendor shall:

- A. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
- B. Obtain from each of its prospective and current Staff and provide to the Board a signed copy of any release and consent required to conduct the Background Check in the form determined by, and as directed by the Board;
- C. Confirm with the Board’s Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board’s directives regarding the results of each Background Check before any contact with a CPS student may occur;
- D. When contact with a CPS student may occur, not allow any Staff to provide Services until a DNH Check, Criminal History Records Check, and DCFS Check have been completed by the Board and the results of the Background Check satisfy for the Board, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended;
- E. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance of the Background Check and its update process; and
- F. Immediately remove from any contact with any CPS student pursuant to this Agreement and otherwise terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

13.5. Allocation of Costs and Liquidated Damages. Vendor is obligated to cause the Background Check to be performed for all Staff who may have contact with any CPS student pursuant to this Agreement, and Vendor shall be responsible for the costs of such Background Check. Whether or not Vendor allocates the costs to its subcontractors shall not affect Vendor’s obligations in this Section.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement, and any other agreement Vendor may have or enter into with the Board until Vendor remedies such non-compliance to the Board’s reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind (other than

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payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Vendor's non-compliance with this Section shall constitute a material breach of this Agreement.

14. Independent Contractor: It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. Vendor is the common law employer of the individuals who perform services for the Board. As an independent contractor, Vendor agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. To the extent that the Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, the Vendor shall be solely responsible for paying such taxes. Vendor agrees that neither Vendor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

15. Indemnification: Vendor agrees to defend, indemnify, and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages, and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature, and character (collectively "**Claims**") arising out of, alleged to arise out of, or relating to the acts or omissions of Vendor, its officials, agents and employees and subcontractors in the performance of this Agreement. The foregoing obligation extends to and is intended to encompass any and all Claims that the Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property rights of a third party. Furthermore, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Vendor's employees under this Agreement, Vendor shall indemnify the Board for any such liability. And, in the event of unauthorized access, use, or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of Vendor, its employees, agents, and subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of data breach to affected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Vendor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Vendor of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Vendor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be

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bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Vendor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

- 16. Non-Liability of Board Officials:** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Vendor, its members if a joint venture, or any subcontractors.
- 17. Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The compensation set forth herein is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of the Vendor. The Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of the Vendor.
- 18. Insurance.** Vendor, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. The Board retains final authority with respect to all insurance related decisions and reserves the right to account for changes in a reasonable manner due to the nature of the relationship between parties hereto or the legal or economic premises upon which this Agreement is based. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:
- 18.1. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than One Million Dollars (\$1,000,000,00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
- 18.2. Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury, and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations, and defense. Vendor agrees to continue insurance meeting these requirements for a minimum of two years following termination or expiration of this Agreement. General liability insurance must include and may not exclude coverage for sexual abuse and/or molestation.

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- 18.3. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- 18.4. Cyber Liability, Privacy & Security Coverage. Cyber Liability and Privacy & Security Coverage for damages arising from a failure of computer security, or wrongful release of private information, including expenses for notification as required by local, state or federal guidelines, with limits of liability not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, Coverage shall include failure to prevent transmission of malicious code. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services.
- 18.5. Sexual Abuse & Molestation Insurance. Sexual Abuse & Molestation coverage (if excluded from Commercial General Liability) with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of Services.
- 18.6. Umbrella/Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.
- 18.7. Additional Insured. Vendor shall have its General and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Vendor for any Services if satisfactory proof of insurance is not provided by Vendor prior to the performance of any Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
riskmanagement@cps.edu

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Vendor's failure to carry or document required insurance shall constitute a breach of the Vendor's Agreement with the Board. In the event Vendor fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Agreement may be terminated.

Any deductibles or self-insured retentions on referenced Insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board of Education do not

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contribute with insurance provided by the Vendor under this Agreement.

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement. The Vendor shall require any subcontractors under this Agreement to maintain comparable insurance naming the Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The Vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The Vendor agrees that insurers waive their rights of subrogation against the Board.

Vendor must register with the insurance certificate monitoring company designated by the Board stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The initial annual monitoring fee is currently Twelve 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Vendor will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:

Topiary Communications Inc.
211 W. Wacker, Ste 220
Chicago, IL 60606
Phone: (312) 494-5709
Email: dans@topiarycomm.net
URL: <https://www.cpsvendorcert.com>

Website for online registration, insurance certificate submissions and annual fee payments: URL - <http://www.cpsvendorcert.com>.

19. **Audit and Records Retention:** Vendor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by the Vendor with this Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the Vendor for the cost of such audit.

Vendor shall retain all records relating to Vendor's Services under this Agreement for five (5) years after the termination or expiration of this Agreement and such records shall be subject to inspection and audit by the Board. If any audit, litigation or other action involving the records is being conducted or has not been resolved; all applicable records must be retained until the proceeding is closed. As used in this clause "records" includes correspondence (including emails), receipts, vouchers, memoranda and other data, regardless of type and regardless of whether such items are in written form, electronic, digital, or in any other form. Vendor shall

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require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

- 20. MBE/WBE Program:** Vendor acknowledges that it is familiar with the requirements of the Board's "Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts" ("**Remedial Plan**"), which is incorporated by reference as if fully set forth herein. Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. Vendor agrees to submit such documentation in connection with the plan as may be requested by the Board. Vendor and its subcontractors shall provide all required compliance data with respect to the Remedial Plan via the Board's electronic system available at <http://cps.diversitycompliance.com>. Vendor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. Vendor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.
- 21. Right of Entry:** Vendor and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Any such entry at any time during the Term, including during full or partial/hybrid closure of CPS schools due to COVID-19: (1) must be expressly approved by the School Principal; (2) in compliance with all policies, guidelines, requirements and protocol regarding health, safety and COVID-19 of the Chicago Public Health Department ("**CDPH**"); (3) in compliance with all CPS policies, guidelines, requirements and protocol regarding health, safety and COVID-19, as may be amended, including but not limited to all standards and expectations for on-site programming at schools during remote learning regarding face coverings and social distancing. During any such entry, Vendor shall also remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, regulations, and guidelines, as well as any Board guidelines, policies, and rules in effect now or later, and as amended from time to time related to COVID-19. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use, and shall cause each of its officers, employees and agents to use the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.
- 22. Non-Discrimination:** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability, or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Vendor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.*, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*, as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as amended; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities

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Education Act (IDEA) 20 U.S.C.A. §1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the Vendor's employees or the Vendor's subcontractors' employees.

23. **Entire Agreement and Amendment:** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
24. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on the Vendor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by the Vendor, or by personal delivery on any officer, director, or managing or general agent of the Vendor. If any action is brought by the Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
25. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. Any notice involving non-performance or termination shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt if mailed. Refusal to accept delivery has the same effect as receipt.

If to the Board: Board of Education of the City of Chicago
Office of College and Career Success
Attn: Executive Director, Student Support and Engagement
42 West Madison Street
Chicago, IL 60602

with a copy to: Board of Education of the City of Chicago
General Counsel
One North Dearborn Street, Suite 900
Chicago, IL 60602
Fax: (773) 553-1701

If to Vendor: American Institutes for Research in the Behavioral Sciences
Attn: Ed Fadullon
1400 Crystal Drive, 10th Floor
Arlington, VA 22202
Email: efadullon@air.org

26. **Minimum Wage:** Vendor must comply with the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution

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adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014, the minimum wage to be paid pursuant to the Resolution is \$13.00 per hour (the "**Minimum Wage**"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: https://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf; the Board's Resolution may be downloaded from the Chicago Public School's website at: http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf. In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Vendor must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Vendor's operations, does not directly relate to the services provided to the Board under the Agreement, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.*, in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Vendor must pay the prevailing wage.

27. **Continuing Obligation to Perform:** In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.
28. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.
29. **Indebtedness:** The Vendor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by

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reference into and made a part of this Agreement as fully set forth herein.

30. **Ethics**: No officer, agent or employee of the Board is or shall be employed by the Vendor or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
31. **Inspector General**: Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
32. **Waiver**: No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
33. **Certification of Eligibility**: Vendor certifies that it is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) (720 ILCS 5/33E). Vendor further certifies to the best of its professional information, knowledge and belief that it, and each of its joint venture members if a joint venture, is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency and that in performing the Services for the Board it shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (19-0626-PO1), as may be amended from time to time.
34. **Survival/Severability**: All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
35. **Joint and Several Liability**: In the event that Vendor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof, then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such individual or other legal entity.
36. **Grant Documents**: In performing its responsibilities under this Agreement, Vendor agrees to comply with all provisions included in the Board's Grant award letters, notifications or other related agreements provided to the Board by Grantor, if any (collectively, "**Grant Documents**"), Vendor agrees to fully comply with Grantor's cost principals and Grantor's general administrative regulations ("**Grantor Regulations**"), including but not limited to, the specific program regulations that govern the award and administration of any underlying Grants, as amended from time to time. The Grant Documents and Grantor Regulations referenced in this Section are incorporated herein by reference as if set forth in their entirety.
37. **Counterparts and Electronic Signatures**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for both parties.

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38. **Board Approval:** The execution of this Agreement is subject to approval by the members of the Chicago Board of Education.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

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

DS
✓

DocuSigned by:
By: Miguel del Valle
Miguel del Valle, President

DocuSigned by:
Attest: Estela G. Beltran
Estela G. Beltran, Secretary

Date: October 5, 2022 | 11:57:23 AM CDT

DocuSigned by:
By: Pedro Martinez
Pedro Martinez, Chief Executive Officer

Board Report No.: 22-0622-PR7
Rescissions Report No.: 22-0928-AR1-I-22

Approved as to legal form: DS DS DS
JDE ES ✓

DocuSigned by:
Joseph T. Moriarty
Joseph Moriarty, General Counsel

**AMERICAN INSTITUTES FOR RESEARCH IN
THE BEHAVIORAL SCIENCES**

Joseph Wagner, Jr.
By: Joseph Wagner, Jr.
Joseph Wagner, Jr.
Vice President, Contracts and Procurement

Digitally signed by
Joseph Wagner, Jr.
Date: 2022.09.16
14:57:27 -04'00'

Date: _____

ATTACHMENT:

Exhibit A: Scope of Services

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EXHIBIT A

SCOPE OF SERVICES

Name of Project: Community Schools Initiative FY15 Cohort Grant Extension Evaluation

CPS Project Manager: Autumn Berg **Phone:** (773) 553-3138 **E-mail:** alberg1@cps.edu

Vendor's Project Manager: Neil Naftzger **Phone:** (202) 403-5086 **Email:** nnaftzger@air.org

Term: July 1, 2022 - August 31, 2024

This Scope of Services will be conducted pursuant to the terms and conditions of that Services Agreement ("**Agreement**"), effective as of July 1, 2022 by and between American Institutes for Research in the Behavioral Sciences ("**Vendor**" or "**AIR**") and the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"). Defined terms used in this Scope of Services will have the same meanings as those ascribed to such terms in the Agreement.

1. Scope/Description:

The American Institutes for Research will be conducting the external evaluation for the CPS Community Schools Initiative ("**CSI**") Nita M. Lowey 21st CCLC Community Learning Centers grants. The CSI evaluation design relies upon a mixed method approach to assess (a) how well programs are implementing the community school strategy and what promising strategies and approaches can be gleaned from higher implementing schools and (b) program impact on positive youth development, achievement, and behaviors. In undertaking the evaluation, the evaluation team at AIR and the Diehl Consulting Group will rely on two key tools developed in previous grant cycles: (1) the Continuous Quality Improvement Process ("**CQIP**") and related tools and (2) a set of key performance indicators. AIR will also integrate qualitative data collected through interviews, focus groups, and observations conducted at four case study schools to further explore issues related to quality implementation of the community school strategy and to elevate effective strategies and approaches.

The CQIP and related tools were created in order to codify what constitutes quality implementation of community schooling in Chicago, providing a means for programs to self-assess and craft an action plan to improve the quality of strategy implementation. Participating schools will complete a portion of the self-assessment tool each year of the grant cycle and craft an action plan annually. Diehl Consulting will primarily support the CQIP and monitor how well schools complete the process with fidelity by collecting completed self-assessment and action plans and an end-of-year report summarizing what steps outlined in the action plan were accomplished to improve implementation and program quality.

The key performance indicators assess whether CSI schools are making strides in improving implementation and gauge if youth enrolled in programming are improving on key school-related outcomes. The key CSI performance indicators have been broken down into three primary categories: (1) implementation metrics (2) program attendance metrics and (3) outcome metrics. The outcome metrics will examine improvement in students' academic achievement based on grades and NWEA MAP scores, school-day attendance, and responses to key 5Essentials survey scales, like emotional health and psychological sense of school membership as described in the proposed grant goals and objectives. These indicators will be calculated annually at the school-level based on data resulting from the CQIP; program attendance data collected in Cityspan; and school records maintained by CPS. Both AIR and Diehl Consulting will be involved in the calculation of the key performance indicators.

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To further understand how these roles support CSI implementation, AIR will conduct case studies in four schools that are part of the FY15 cohort. The case studies have been initiated during the 2021-22 school year and will continue as part of this project into the 2022-23 school year.

2. Deliverables:

Year 1 and 2: AIR will place an emphasis on using evaluation data to understand how well programming is being implemented at each school and using this information to provide feedback to each site to support program implementation.

Year 2: AIR will conduct a rigorous assessment of how sustained participation in programming over multiple years serves to impact academic achievement, youth perceptions of school, and school-related behaviors (e.g., achievement, school-day attendance, and youth perceptions reported on the 5 Essentials survey).

Task/Subtask	Deliverable	Date of Delivery
Years 1 (July 2022 to June 2023)		
Subtask 1.1	Provide draft CQIP training materials	9/1/2022
Subtask 1.2	Provide final CQIP training materials	9/15/2022
Subtask 1.3	Submit draft protocols for case studies	9/1/2022
Subtask 1.4	Submit final protocols for case studies	9/30/2022
Subtask 1.5	Annual evaluation report describing implementation findings and performance on key performance indicators.	11/30/2022
Subtask 1.6	Presentation of Year 1 Implementation Findings at summer training	6/30/2023
Years 2 (July 2023 to June 2024)		
Subtask 2.1	Provide draft CQIP training materials	9/1/2023
Subtask 2.2	Provide final CQIP training materials	9/15/2023

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Subtask 2.3	Provide school-reports containing indicator results	10/1/2023
Subtask 2.4	Annual evaluation report describing implementation findings and performance on key performance indicators.	11/30/2023
Subtask 2.5	End of grant impact report	6/30/2024
Subtask 2.6	Presentation of impact report findings	6/30/2024

3. Outcomes:

Meetings. AIR's evaluation team will meet with the CPS CSI team, biweekly during the term of this Agreement. AIR will use these meetings to provide status updates on progress, findings, deliverables, anticipated challenges, and solutions to those challenges. Additionally, AIR's evaluation team will meet biannually with the EAG consisting of CPS principals, resource coordinators, lead partner agency representatives, other CPS staff, and community advocates to review evaluation plans and findings and provide feedback on what steps can be taken to improve evaluation processes and capitalize more effectively on evaluation findings.

Annual Reports. Results from each year of the evaluation will be summarized in annual reports that present a broader perspective on the evaluation. Each annual report will include findings related to implementation efforts, results from surveys, and performance on key performance indicators adopted for the initiative. In addition, the evaluation team will share any recommendations for improvement relating to implementation fidelity or initiative outcomes.

Presentation of Findings. At the end of Years 1 and 2, AIR will provide an in-person presentation of findings, including a set of field-friendly materials for broader dissemination within CPS. AIR will work with CPS CSI staff to make determinations on the types of materials that would be most useful, but these will likely include a public-facing slide deck summarizing the evaluation approach and findings and executive summaries for the Year 1 and Year 2 reports.

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4. Budget and Payment Schedule:

BUDGET SUMMARY ALL PERIODS	Jul-22 - Jun-23		Jul-23 - Jun-24		TOTAL	
	YEAR 1		YEAR 2			
	Hours	Cost	Hours	Cost	Hours	Cost
Total Labor	809	106,905	741	110,285	1,550	\$ 217,190
ODCs						
Travel		972		229		1,201
Materials and Supplies		661		926		1,587
Consultant Services		13,523		13,523		27,046
Outside Services		2,976		0		2,976
Total ODCs		18,132		14,678		\$ 32,810
Total Firm Fixed Price	809	125,037	741	124,963	1,550	\$ 250,000

Payment Schedule:

Year 1- equal quarterly payments of \$31,259.25

Year 2- equal quarterly payments of \$31,240.75

5. Data Needed

Below is the data needed in connection with Vendor's Services:

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Activity and Event-Level Data**Source 1. Cityspan Activity Export**

Variable Name/Data Type	Description/Values
SchoolID	School ID
SchoolName	School Name
Cohort	Cohort
ServiceID	Service ID
ProgramCategory	Program Category
FundingSource	Funding Source
CollegeCareerReadiness	College/Career Readiness
@21stCCLCActivityCategories	21st CCLC Activity Categories
ActivityName	Activity Name
Provider	Provider Name
IfotherProviderpleasespecifyhere	If other Provider, please specify here
ProgramYear	Program Year
CSICategory	CSI Category
CSISubjectArea	CSI Subject Area
CommonCoreStateStandardsMath	Common Core State Standards (Math)
CommonCoreStateStandardsReading Literacy	Common Core State Standards (Reading/Literacy)
ILLearningStandardsforSocialEmotional Learning	IL Learning Standards for Social/Emotional Learning
ASWEnrollmentStartDate	ASW Enrollment Start Date
ASWEnrollmentEndDate	ASW Enrollment End Date
TargetGroup	Target Group
CSIStudentPopulation	CSI Student Population
Gender	Gender
FeeScale	Fee Scale
FeeType	Fee Type
TotalNumberofParticipantstobe EnrolledinActivity	Total Number of Participants to be Enrolled in Activity
GradesEligible	Grades Eligible
StudentsExpectedinGradePreE	Students Expected in Grade Pre - E
StudentsExpectedinGradePreK	Students Expected in Grade Pre - K

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StudentsExpectedinGradeK	Students Expected in Grade K
StudentsExpectedinGrade1	Students Expected in Grade 1
StudentsExpectedinGrade2	Students Expected in Grade 2
StudentsExpectedinGrade3	Students Expected in Grade 3
StudentsExpectedinGrade4	Students Expected in Grade 4
StudentsExpectedinGrade5	Students Expected in Grade 5
StudentsExpectedinGrade6	Students Expected in Grade 6
StudentsExpectedinGrade7	Students Expected in Grade 7
StudentsExpectedinGrade8	Students Expected in Grade 8
StudentsExpectedinGrade9	Students Expected in Grade 9
StudentsExpectedinGrade10	Students Expected in Grade 10
StudentsExpectedinGrade11	Students Expected in Grade 11
StudentsExpectedinGrade12	Students Expected in Grade 12
StudentsExpectedinGrade20	Students Expected in Grade 20
TotalNumberofParentsCommunity MemberstobeEnrolledinActivity	Total Number of Parents/Community Members to be Enrolled in Activity
Facility	Facility
RoomNumber	Room Number
ActivityDescription	Activity Description
ActivityOutcomes	Activity Outcomes
BeginDate	Begin Date
EndDate	End Date
DaysofWeek	Days of Week
BeginTime	Begin Time
EndTime	End Time
Status	Status of the activity - Past, In Progress, Pending
Schedule	Period of time activity scheduled for
AssignedStaff	Assigned Staff

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Source 2. Cityspan Event Export

Variable Name/Data Type	Description/Values
SchoolID	School ID
SchoolName	School Name
Cohort	Cohort
ServiceID	Service ID
ProgramCategory	Program Category
FundingSource	Funding Source
CollegeCareerReadiness	College/Career Readiness
@21stCCLCActivityCategories	21st CCLC Activity Categories
ActivityName	Activity Name
Provider	Provider Name
IfotherProviderpleasespecifyhere	If other Provider, please specify here
ProgramYear	Program Year
CSICategory	CSI Category
CSISubjectArea	CSI Subject Area
CommonCoreStateStandardsMath	Common Core State Standards (Math)
CommonCoreStateStandardsReading Literacy	Common Core State Standards (Reading/Literacy)
ILLearningStandardsforSocialEmotional Learning	IL Learning Standards for Social/Emotional Learning
ASWEnrollmentStartDate	ASW Enrollment Start Date
ASWEnrollmentEndDate	ASW Enrollment End Date
TargetGroup	Target Group
Regular	Regular school
TrackE	Track E school
Charter	Charter school
CSIStudentPopulation	CSI Student Population
Gender	Gender
FeeScale	Fee Scale
FeeType	Fee Type
TotalNumberofParticipantstobe EnrolledinActivity	Total Number of Participants to be Enrolled in Activity
GradesEligible	Grades Eligible

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StudentsExpectedinGradePreE	Students Expected in Grade Pre - E
StudentsExpectedinGradePreK	Students Expected in Grade Pre - K
StudentsExpectedinGradeK	Students Expected in Grade K
StudentsExpectedinGrade1	Students Expected in Grade 1
StudentsExpectedinGrade2	Students Expected in Grade 2
StudentsExpectedinGrade3	Students Expected in Grade 3
StudentsExpectedinGrade4	Students Expected in Grade 4
StudentsExpectedinGrade5	Students Expected in Grade 5
StudentsExpectedinGrade6	Students Expected in Grade 6
StudentsExpectedinGrade7	Students Expected in Grade 7
StudentsExpectedinGrade8	Students Expected in Grade 8
StudentsExpectedinGrade9	Students Expected in Grade 9
StudentsExpectedinGrade10	Students Expected in Grade 10
StudentsExpectedinGrade11	Students Expected in Grade 11
StudentsExpectedinGrade12	Students Expected in Grade 12
StudentsExpectedinGrade20	Students Expected in Grade 20
TotalNumberofParentsCommunity MemberstobeEnrolledinActivity	Total Number of Parents/Community Members to be Enrolled in Activity
Facility	Facility
RoomNumber	Room Number
ActivityDescription	Activity Description
ActivityOutcomes	Activity Outcomes
BeginDate	Begin Date
EndDate	End Date
DaysofWeek	Days of Week
BeginTime	Begin Time
EndTime	End Time
Status	Status of the activity - Past, In Progress, Pending
Schedule	Period of time activity scheduled for
AssignedStaff	Assigned Staff

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Student-Level Data**Source 3. 5Essentials Student Survey Data**

Variable Name/Data Type	Description/Values
SID	Student ID
SCHOOL_ID	School ID
School_Year	School year
oacno	Logit score - Peer Support: Academic Work
orsacno	Standard error - Peer Support: Academic Work
otrts	Logit score - Student-Teacher Trust
orstrts	Standard error - Student-Teacher Trust
oengg	Logit score - Academic Engagement
orsengg	Standard error - Academic Engagement
oemhl	Logit score - Emotional Health
orsemhl	Standard error - Emotional Health
ohumr	Logit score - Knowledge of Human and Social Resources in the Community
orshumr	Standard error - Knowledge of Human and Social Resources in the Community
ostdy	Logit score - Rigorous Study Habits
orsstdy	Standard error - Rigorous Study Habits
origr	Logit score - Classroom rigor
orrigr	Standard error - Classroom rigor
osafety	Logit score - Safety
orsafety	Standard error - Safety
opssm	Logit score - Psychological Sense of School Membership
orspssm	Standard error - Psychological Sense of School Membership
oslap	Logit score - School Wide Future Orientation
orslap	Standard error - School Wide Future Orientation
ouexp	Logit score - Expectations for Post-Secondary Education
oruexp	Standard error - Expectations for Post-Secondary Education
operc	Logit score - Academic personalism
orperc	Standard error - Academic personalism
opres	Logit score - Academic press

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orpres	Standard error - Academic press
opeer	Logit score - Student classroom behavior
orpeer	Standard error - Student classroom behavior
oclar	Logit score - Course clarity
orclar	Standard error - Course clarity

Source 4. Student in Transitional Living Situation

Variable Name/Data Type	Description/Values
StudentID	Student ID
CurrentSchoolName	School name
CurrentSchoolID	School ID
School_Year	School year
STLS	Student in a transitional living situation

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Source 5. Student MTSS Enrollment

Variable Name/Data Type	Description/Values
studentid	Student ID
cpsschoolid	School ID
idmtssintervention	MTSS intervention ID
interventionsubject	MTSS Intervention Subject
interventionsubjectarea	MTSS Intervention Subject and Tier
interventiondescription	MTSS Intervention Description
providerusername	Name of MTSS service provider
interventiontier	MTSS intervention tier
interventionsubjectarea	MTSS intervention type
expectedstartdate1	Expected intervention start date
expectedfinishdate	Expected intervention end date
actualstartdate1	Actual start date
actualfinishdate	Actual finish date
interventionfrequency	Intervention frequency
interventionduration	Intervention duration in minutes
goalsubject	Subject areas addressed by the intervention
goalcategory	Goal category within the subject area in question
planeffectivedate1	Plan effective date
planenddate	Plan end date
literacytier	Literacy tier
mathtier	Math tier
sciencetier	Science tier
socialandemotionaltier	Social and emotional tier
socialsciencetier	Social studies tier
planstatus	Plan status

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Source 6. NWEA Scores

Variable Name/Data Type	Description/Values
school_code	<p>The school the student is attending at the time of the test administration. School ID was introduced with the implementation of IMPACT, so that variable will only exist for all master files since Spring 2007. Unit ID is a four-digit code that runs from the hundreds to 8090. School ID is a six-digit code that either starts with a 4 or a 6. A crosswalk between the two numbers is available in this Dictionary on a later tab.</p> <p>School ID allows the easy identification of charter schools and contract schools. Charter and Contract schools have a six-digit School ID number that starts with "4". Therapeutic schools for students with disabilities have codes starting with 8. All other schools have a six-digit SCHID number that starts with "6". However, the classifications of schools may change over time, so use these rules as guidelines, but verify accuracy when doing analyses. For example, Austin Business (400018) used to be charter but is now district-run.</p>
pkstudent	
districtname	Institution administering the NWEA- for conventional schools, it's CPS; for charters, it's the charter network. May not include charters who did administer test without CPS involvement.
cps_schoolid	<p>The school the student is attending at the time of the test administration. School ID was introduced with the implementation of IMPACT, so that variable will only exist for all master files since Spring 2007. Unit ID is a four-digit code that runs from the hundreds to 8090. School ID is a six-digit code that either starts with a 4 or a 6. A crosswalk between the two numbers is available in this Dictionary on a later tab.</p> <p>School ID allows the easy identification of charter schools and contract schools. Charter and Contract schools have a six-digit School ID number that starts with "4". Therapeutic schools for students with disabilities have codes starting with 8. All other schools have a six-digit SCHID number that starts with "6". However, the classifications of schools may change over time, so use these rules as guidelines, but verify accuracy when doing analyses. For example, Austin Business (400018) used to be charter but is now district-run.</p>
cps_schoolname	Name of school student is attending at time of test administration.
schoolname	Local name of school- sometimes abbreviated. Use cps_schoolname for best results.
studentlastname	Legal Surname of the student. Spelling and punctuation may vary, so matching on SID is encouraged.
studentfirstname	The student's legal first name. Spelling and punctuation may vary, so matching on SID is encouraged.
studentmi	Student's middle initial, if available.
studentdateofbirth	The day the student was born. Use to calculate whether a student is old for grade.
studentethnicgroup	Text field for student's race/ethnicity.
studentgender	Character field for student's gender. M/F only.
grade	The enrolled grade of the student when the test was administered. This would typically be used to determine if the student was testing up or down.
measurementscale	Subject area of test.
discipline	Subject area of test.
growthmeasureyn	Flag of whether student is included in Growth Measure calculation. Yes=included, No=not included. (Student must have both pre and post scores to be included.)

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testtype	Test form
testname	Name of the test taken by the student
testid	ID number of the test taken by the student
teststartdate	Date of test administration and time of start.
testdurationinminutes	Length of test administration in minutes.
testritscore	Overall score in Rasch Units.
teststandarderror	Standard error of score.
testpercentile	Percentile of score.
typical fall to fall growth	Expectation based on national norms for student growth, fall to fall.
typical spring to spring growth	Expectation based on national norms for student growth, spring to spring
typical fall to spring growth	Expectation based on national norms for student growth, fall to spring
typical fall to winter growth	Expectation based on national norms for student growth, fall to winter
rittoreadingscore	TBD
rittoreadingmin	TBD
rittoreadingmax	TBD
goal1name	Name of competency/skill tested.
goal1stderr	Goal 1 standard error
goal1range	Goal 1 score range
goal1adjective	Goal 1 score description
goal2name	Name of competency/skill tested.
goal2stderr	Goal 2 standard error
goal2range	Goal 2 score range
goal2adjective	Goal 2 score description
goal3name	Name of competency/skill tested.
goal3stderr	Goal 3 standard error
goal3range	Goal 3 score range
goal3adjective	Goal 3 score description
goal4name	Name of competency/skill tested.
goal4stderr	Goal 4 standard error
goal4range	Goal 4 score range
goal4adjective	Goal 4 score description

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goal5name	Name of competency/skill tested.
goal5stderr	Goal 5 standard error
goal5range	Goal 5 score range
goal5adjective	Goal 5 score description
goal6name	Name of competency/skill tested.
goal6stderr	Goal 6 standard error
goal6range	Goal 6 score range
goal6adjective	Goal 6 score description
goal7name	Name of competency/skill tested.
goal7stderr	Goal 7 standard error
goal7range	Goal 7 score range
goal7adjective	Goal 7 score description
goal8name	Name of competency/skill tested.
goal8stderr	Goal 8 standard error
goal8range	Goal 8 score range
goal8adjective	Goal 8 score description
teststarttime	Start time of the test administration
percentcorrect	Percent of questions correct
projectedproficiency	Projected based on ISAT score
rosteredyn	
schoolyear	Academic year in which test was administered.
studentid	This value should uniquely identify a student for a district/source. SID is the student's unique 7 or 8-digit identification code. The only exception to the 8-digit nature of the variable is that some students in the early to mid-1990 only had a 7-digit number. The variable allows you to track students over time and it also allows you to link to data in other files.

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Source 7. School Day Attendance Records

Variable Name/Data Type	Description/Values
student_id	This value should uniquely identify a student for a district/source. SID is the student's unique 7 or 8-digit identification code. The only exception to the 8-digit nature of the variable is that some students in the early to mid-1990 only had a 7-digit number. The variable allows you to track students over time and it also allows you to link to data in other files.
presentdaysYYYY	Full days during the given academic year that the student was present at school.
absentdaysYYYY	Full days during the given academic year that the student was not present at school.
memberdaysYYYY	Student's membership days in school listed for the year. This field should equal the sum of absent and present days, so for earlier files you can calculate the value. Added to Attendance Extract in 2014.
tardiesYYYY	This field was discontinued in 2014.
is_suspensiondaysYYYY	Days of suspension in school during the given academic year for that student.
os_suspensiondaysYYYY	Days of suspension out of school during the given academic year for that student.
schoolfunctionsYYYY	Days of absences due to a school function.
religiousholidaysYYYY	Full days during the given academic year that the student was absent due to religious holiday. Not counted against the school's attendance records.
homehospitaldaysYYYY	Total days absent where Home/Hospital was the listed reason (HH) Student is unable to attend school due to medical or hospitalization reason. Counts against the school as a half-day absence.
medicalYYYY	Long term medical absence- chronic illness, absence for months rather than days or weeks. Not counted against the school's attendance records.
excusedabsentdaysYYYY	Number of absence days for the listed school that were excused. Includes half-days as decimals. Added to Attendance Extract in 2014.
unexcusedabsentdaysYYYY	Number of absence days for the listed school that were not excused. Includes half-days as decimals. Added to Attendance Extract in 2014.
allabsencedaysYYYY	All days of absence for a given school year including both full and half days.
allmemberdaysYYYY	Student's membership days in school listed for the year. This field includes both full and half days.
student_id	This value should uniquely identify a student for a district/source. SID is the student's unique 7 or 8-digit identification code. The only exception to the 8-digit nature of the variable is that some students in the early to mid-1990 only had a 7-digit number. The variable allows you to track students over time and it also allows you to link to data in other files.

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Source 8. Annual Student Attributes

Variable Name/Data Type	Description/Values
SID	
STUDENT_ID	The student's code or ID number from the SIS/SMS system. Typically this is padded of the left with zeros (e.g. 82901 becomes 0082901). This value should uniquely identify a student for a district/source. SID is the student's unique 7 or 8-digit identification code. The only exception to the 8-digit nature of the variable is that some students in the early to mid-1990 only had a 7-digit number. The variable allows you to track students over time and it also allows you to link to data in other files.
STUDENT_RACE	Text field for student's race/ethnicity. (End of year.)
STUDENT_FOODSERVICE_INDICATOR	Indicates whether the student was receiving either Free or Reduced Lunch (FRP) Assistance. (End of year.)
STUDENT_FOODSERVICE_ELIG	Text field explaining the Elig_Code.
STUDENT_SPECIAL_ED_CLASS	Text field explaining the student's special education classification. (End of year.)
STUDENT_ESL_INDICATOR	Y/N, identifies students who are receiving ESL services (End of year.)
STUDENT_LEP_INDICATOR	Flag indicating if student is designated for test reporting purposes as eligible for Limited English Proficiency status. Not necessarily indicative that student is receiving bilingual education or receiving other targeted services. (End of year.)
STUDENT_ESL_CLASSIFICATION	Code giving additional explanation of the student's ESL status. Examples: LEP1, LEP2, LEP3
STUDENT_ANNUAL_GRADE_CODE	Grade level of student for majority of year in question.
STUDENT_HOMELESS_INDICATOR	Flag indicating that student was recorded as homeless at the end of the year in question.
STUDENT_504_INDICATOR	This flag indicates a student has 504 status, which is distinct from learning disability. (End of year.)
STUDENT_MIGRANT_ED_INDICATOR	Indicates that this student is currently a member of a migrant ed program. Migrant ed programs are required by the state in order to assure that migratory children receive full and appropriate opportunity to meet the state academic content and student academic achievement standards. (End of year.)
STUDENT_REPEATER_INDICATOR	Indicates that the student was repeating a grade during the year in question.
STUDENT_ANNUAL_CREDITS_ATTEMPT	Credits attempted by the student during the year in question.
DISTRICT_CODE	Number of the school district. Example: 299.

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Source 9. Master File Student Attributes

Variable Name/Data Type	Description/Values
idnum	SID (Student ID) in character format with a leading zero to make it 8 digits if needed.
SID	This value (numeric format) should uniquely identify a student for a district/source. SID is the student's unique 7 or 8-digit identification code. Each line in the master file is for a single student, and therefore a single SID. The only exception to the 8-digit nature of the variable is that some students in the early to mid-1990 only had a 7-digit number. The variable allows you to track students over time across multiple master file and it also allows you to link data in other files.
opi_gender	Character field for gender of student. M/F only.
bdate	The day the student was born. Use to calculate whether a student is old for grade. (Defaults to YYYY-MM-DD format.)
langcode	The primary language that the student and his or her family speak at home. It is a question asked of the parent or guardian on the Home Language Survey at the time of the student's enrollment in the school. It has no relation to the bilingual education status of the student. A full list of languages is provided at the bottom of this page. This is filled out by families at the start of the student's enrollment (Kindergarten or entry grade) so this field is sometimes very old and not often updated. USE WITH CAUTION. Particularly likely to be incorrect for charter students.
lname	Legal Surname of the student. Spelling and punctuation may vary, so matching on SID is encouraged.
fname	The student's legal first name. Spelling and punctuation may vary, so matching on SID is encouraged.
mi	Student's middle name or initial, if available.
ethnic_cat_code	Text field describing race/ethnicity. Corresponds to Race numeric coded field.
race	The race values (in master file from Fall 2010 to present day) 0 = Not Available 1 = White 2 = African-American 3 = Native American/Alaskan Native 4 = Asian/Pacific Islander 5 = Hispanic 6 = Multiracial 7 = Asian 8 = Pacific Islander/Hawaiian See the following link for further explanation of the state's requirements for racial code reporting. ISBE standards do NOT match this field. http://www.isbe.state.il.us/research/pdfs/race_ethnicity_standards.pdf
cpsentrydate	Date of student's initial enrollment in CPS.
lineage	Suffix to student's name- Jr, III, etc. The "Jr" value may also just be tacked on to the end of the surname, depending on the record.
statesID	TBD- numeric field, shows up intermittently for students in recent (2010-present) years.
idregstud	TBD- numeric field, varying lengths but usually 6-7 digits.
enr1statdate	The day the student started in their CPS school. For inactive students, the date applies to their final year as an active student in CPS.
status	I = Student was not active in CPS at the time of the data pull A = Student was active in CPS at the time of the data pull

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	<p>F = Future student, not yet active at time of data pull</p> <p>An active student is one enrolled in CPS at the time of the master file. An inactive student is one who was at one time an active student in CPS, but left the system prior to the time of the master file. All other data in the lines for these inactive students was accurate when they last were enrolled in CPS.</p> <p>CPS keeps all inactive students in the master file after they leave CPS and they have been doing this since 1989, so that makes 20 plus years of data. As a result, the master file is more than 1.4 million records long with slightly more than 400,000 of those records being active students and the remaining one million (give or take a couple tens of thousands) are inactive students.</p>
enrlstatreason	A numeric code identifying, broadly speaking, why the student enrolled in CPS. Other data files available give more details about the meaning of these fields. Values include some 2 digit numbers, some "E" values.
enrltermreason	When a student leaves the CPS system, this variable gives the reason why they left. Only relevant for inactive students. All the codes that have ever been used for leave reason are listed at the bottom of this page, along with some reference details. Values of "L" are unreliable- see the Researcher Inquiries section of this wiki for details.
enrltermdate	The day the student left CPS and it only relevant for inactive students. If a student leaves CPS for a period of time and then returns to CPS only to leave again for a second time, the leave date in the master files before they returned to CPS will be the first date they left, while the leave data in the master files after the student left again will be the second date they left CPS.
lastupdatedate	The last date the administrative record was updated. Variable is only reliable for 2008-present.
schlid	The school the student is attending at the time of the data pull (for active students) or the last school attended (for inactive students). School ID was introduced with the implementation of IMPACT, so that variable will only exist for all master files since Spring 2007. Unit ID is a four-digit code that runs from the hundreds to 8090. School ID is a six-digit code that either starts with a 4 or a 6. A crosswalk between the two numbers is available in this Dictionary on a later tab. School ID allows the easy identification of charter schools and contract schools. Charter and Contract schools have a six-digit School ID number that starts with "4". Therapeutic schools for students with disabilities have codes starting with 8. All other schools have a six-digit SCHID number that starts with "6". However, the classifications of schools may change over time, so use these rules as guidelines, but verify accuracy when doing analyses. For example, Austin Business (400018) used to be charter but is now district-run.
div	This field contains what is theoretically the room number of the student's homeroom/classroom at the time of the data pull. There are likely other values being placed in this field as reference material for individual programs, so the reliability of this is questionable. However, note any values beginning with "HV"- these are students in early education (preschool) home visiting programs.
branchname	This field may give more details about where a student is enrolled, such as describing special education or preschool programs being housed within a specific school.
cpsshortname	The name of school or program the student is enrolled in- should match schlid.
prefix	First three digits of student home phone number
aptnum	Apartment number student's home address.
stdir	Street direction student's home address.
addrtype	Primary address identifier- can also show secondary addresses.

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houenum	House number of student's home address.
streetname	Street of student's home address.
sttype	Street suffix (ave, blvd, etc) of student's home address.
city	City of student's home address.
statecode	State of student's home address.
zip_code	Zip code for the student's home address.
county	County of student's home address
areacode	Area code of student's phone number
suffix	Last four digits of student home phone number.
aaschool/aaunit	The school in whose attendance area the student lives. It may or may not be the school that the student attends. If Attendance Area School equals School ID or Unit ID, then the child attended their neighborhood school, if they do not match, then the student did not attend the neighborhood school. Certain schools (Charters, Magnets, Selective Enrollment, other city-wide enrollment schools, and Vocational Schools) will not have attendance area boundaries, and therefore cannot be Attendance Area Schools. May also be called "catchment area school".
gradea	<p>Student's annualized grade level- keep in mind that annualization is a specific method that may make the current grade enrolled contradict this field. See the Research Inquiries section of this wiki for detail about annualization.</p> <p>Elementary School - Grade 1 through Grade 8 High School - Freshman (Grade 9), Sophomore (Grade 10), Junior (Grade 11), Senior (Grade 12) Self Contained/Ungraded Special Education students - Grade in the 20s Kindergarten - KG Preschool - PK (age 4) PE (age 3)</p> <p>Grade in the 20's can also be for Options school students, students who aged out of elementary, or a placeholder for students whose grade level is unknown or unclear. Check before using in any analysis.</p>
disab	<p>Disability identifier. 504 status is not disability, just may have some accommodation need, but no learning disability, and no special instruction required. For the purposes of selective enrollment, 504s are considered disabled. Potential other values are listed below.</p> <p>AUT - Autistic EMH - Educable Mental Handicap PHY - Physical Handicap BD - Behavior Disorder HI - Hearing Impaired PS - Partial Sight BL - Blind HOH - Hard of Hearing SLD - Severe Learning Disability DB - Deaf/Blind IDP - Intellectual Disability - Profound SPH - Severe/Profound Handicap DD - Developmental Delay LD - Learning Disabled SPL - Speech/Language DF - Deaf MH - Mental Handicap TBI - Traumatic Brain Injury EBD - Emotional and Behavior Disorder</p>

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	MLD - Moderate Learning Disability TMH - Trainable Mental Handicap ED - Emotionally Disturbed OHI - Other Health Impairment VI - Visual Impairment
guardfname	Guardian first name
guardlname	Guardian surname
motherfname	Mother's first name
motherlname	Mother's surname
fatherfname	Father's first name
fatherlname	Father's surname
dcfsnum	DCFS case number, child may be in foster care.
guardrel	Relationship of guardian to student. FA=father, MO=mother, OR=Other relative, AU=aunt, PA=Parent. (Other values still being clarified.)
frmappid	Free and reduced meal application ID
frmappstatusupdatedate	Free and reduced meal application - last date status of application was updated.
lunch	Indicates whether the student currently eligible for either Free or Reduced Lunch (FRP) Assistance. "F" means free lunch, "R" means reduced price lunch, and everything else means they do not receive free or reduced price lunch ("D" stands for Denied and "N" stands for None).

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Source 10. Student Grades**Elementary**

Variable Name/Data Type	Description/Values
SID	Student ID
school_short_name	School name
student_id	Student ID
grade_level	Grade level
course_name	Course name
course_code	Course code
mark	Letter grade
grading_period_end_date	Grading period end date
school_year	School year
pull_date	Pull date
School_ID	School ID
grading_period_code	Grading period

High School

Variable Name/Data Type	Description/Values
sid	Student ID
school_code	School ID
school_short_name	School name
student_id	Student ID
grade_level	Grade level
course_name	Course name
course_code	Course code
mark	Letter grade
mark_period	Grading period
grading_period_end_date	Grading period end date
school_year	School year
pull_date	Pull date

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Source 11. Student Misconducts

Variable Name/Data Type	Description/Values
sid	Student ID
incident_id	Incident ID
grade	Grade level
gender	Student gender
special_ed	Student receiving special education supports
cps_ell_flag	Student is an English learner
lunch_code	Student free and reduced price lunch status
student_race	Student race
student_birthdate	Student birthdate
school_code	School ID
school_short_name	School name
school_type	School type
local_enroll_day	
location_name	Location where incident occurred
event_date	Date of incident
primary_offense_desc	Offense description
primary_offense_code	Offense code
primary_offense_group	Offense group
additional_offense_codes	Additional offense code
primary_action_code	Primary response action code to incident
additional_action_codes	Additional response action code to incident
iss_flag	Received in-school suspension
iss_days	Number of days associated with the in-school suspension

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iss_start_date	In-school suspension start date
iss_return_date	In-school suspension return date
oss_flag	Received out-of-school suspension
oss_days	Number of days associated with the out-of-school suspension
oss_start_date	Out-of-school suspension start date
oss_return_date	Out-of-school suspension return date
police_notified	Police notified
arrest	Student arrested
discipline_violence_indicator	Incident was violent

Source 12. Cityspan Student Attendance

Variable Name/Data Type	Description/Values
CSISite	School name
SchoolID	School ID
PersonID	Unique Cityspan ID for the student
StudentID	Student ID
ServiceID	Service ID for the activity in question
FullDate	Data activity attended
BeginTime	Begin time for the activity
EndTime	End time for the activity
MinutesAttended	Minutes attended activity

Source 13. Cityspan Adult Family Member Attendance

Variable Name/Data Type	Description/Values
CSISite	School name
SchoolID	School ID
PersonID	Adult family member ID
ServiceID	Service ID for the activity in question
FullDate	Data activity attended
BeginTime	Begin time for the activity
EndTime	End time for the activity
MinutesAttended	Minutes attended activity

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Source 14. Cityspan Youth Export

Variable Name/Data Type	Description/Values
School	School name
SchoolID	School ID
StudentID	Student ID
Grade	Grade level
#DaysAttendedCSI	Number of days attended programming – CSI programming
#HoursParticipatedCSI	Number of hours attended programming – CSI programming
#DaysAttendedSCS	Number of days attended programming – SCS programming
#HoursParticipatedSCS	Number of hours attended programming – SCS programming
#DaysAttendedCSIx	Number of days attended programming – CSIx programming
#HoursParticipatedCSIx	Number of hours attended programming – CSIx programming
#DaysAttendedCSIExternal	Number of days attended programming – CSI External programming
#HoursParticipatedCSIExternal	Number of hours attended programming – CSI External programming
#DaysAttendedK8OSTAwardProgram	Number of days attended programming – K-8 OST Award programming
#HoursParticipatedK8OSTAwardProgram	Number of hours attended programming – K-8 OST Award programming
#DaysAttendedELAfterSchoolTutoring	Number of days attended programming – EL After school Tutoring
#HoursParticipatedELAfterSchoolTutoring	Number of hours attended programming – EL After school Tutoring
#DaysAttendedASAS	Number of days attended programming – After-School All Stars (ASAS)
#HoursParticipatedASAS	Number of hours attended programming – After-School All Stars (ASAS)

Source 15. Cityspan Adult Family Member Export

Variable Name/Data Type	Description/Values
School	School name
SchoolID	School ID
PersonID	Adult family member ID
PersonType	Person Type – Parent, Community Member, or Other Adult
Related21stCCLC	Related to a Youth Participant that also receives 21st CCLC Services
#DaysAttendedCSI	Number of days attended programming – CSI programming
#HoursParticipatedCSI	Number of hours attended programming – CSI programming
#DaysAttendedSCS	Number of days attended programming – SCS programming
#HoursParticipatedSCS	Number of hours attended programming – SCS programming
#DaysAttendedCSIx	Number of days attended programming – CSIx programming
#HoursParticipatedCSIx	Number of hours attended programming – CSIx programming
#DaysAttendedCSIExternal	Number of days attended programming – CSI External programming
#HoursParticipatedCSIExternal	Number of hours attended programming – CSI External programming