

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

SECOND AMENDMENT TO MASTER AGREEMENT FOR ARTS AND CULTURAL ENRICHMENT (OUT-OF-SCHOOL), ACADEMIC SUPPORT (OUT-OF-SCHOOL) AND STUDENT HEALTH AND WELLNESS (IN-SCHOOL, OUT-OF-SCHOOL AND RECESS) SERVICES

(Jewish Community Centers of Chicago)

This Second Amendment to Master Agreement for Arts and Cultural Enrichment (Out-of-School), Academic Support (Out-of-School) and Student Health and Wellness (In-School, Out-of-School and Recess) Services ("**Second Amendment**") is effective as of November 7, 2020 ("**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 located at 42 West Madison, Chicago, IL 60602 ("**Board**" or "**CPS**"), and Jewish Community Centers of Chicago with its principal place of business located at 30 South Wells St., STE 4000, Chicago, IL 60606 ("**Provider**").

RECITALS

- A. The Board and Provider entered into that certain Master Agreement for Arts and Cultural Enrichment (Out-of-School), Academic Support (Out-of-School) and Student Health and Wellness (In-School, Out-of-School and Recess) Services for a term commencing August 1, 2016 and continuing through July 31, 2018 ("**Original Agreement**") (authorized by Board Report 16-0323-PR2), with the Board having two (2) options to renew for a period of one (1) year each.
- B. The Board exercised its first option to renew and amended the Original Agreement to provide for three (3) options to renew the Original Agreement for a period of one (1) year each pursuant to that certain First Renewal Agreement ("**First Renewal Agreement**") for a term commencing August 1, 2018 and continuing through July 31, 2019 (authorized by Board Report 18-0321-PR3).
- C. The Board exercised its second option to renew the Original Agreement pursuant to that certain Second Renewal Agreement ("**Second Renewal Agreement**") for a term commencing August 1, 2019 and continuing through July 31, 2020 (authorized by Board Report 19-0522-PR3).
- D. The Board exercised its third and final option to renew the Original Agreement pursuant to that certain Third Renewal Agreement ("**Third Renewal Agreement**") for a term commencing August 1, 2020 and continuing through July 31, 2021 (authorized by Board Report 20-0624-PR3).
- E. To respond to the COVID-19 pandemic which resulted in remote learning at CPS schools, the parties amended the Third Renewal Agreement to supplement the Scope of Services to add remote learning supervision services to be provided during remote learning for a period commencing on September 21, 2020 and continuing through November 6, 2020 ("**First Amendment**"). The Original Agreement, First Renewal Agreement, Second Renewal Agreement, Third Renewal Agreement, and First Amendment shall be referred to collectively herein as the "**Existing Agreement**".
- F. The parties now wish to extend the time period in which remote learning supervision services will be provided during remote learning, and clarify the pricing structure when Vendor receives Illinois Child Care Assistance Program ("**CCAP**") funds. The Existing Agreement and this Second Amendment shall be referred to herein as the "**Agreement**".

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration, the parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms shall have the same meaning as defined in the Existing Agreement unless otherwise defined herein.

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2. **Term:** This Second Amendment shall become effective on November 7, 2020 and continue through February 28, 2021 ("**Second Amendment Period**"), unless terminated sooner as provided in the Agreement.
3. **Services:** During the Second Amendment Period, Provider shall provide the services described in the Amended Supplemental Scope of Services (the "**Supplemental Services**"), attached hereto and incorporated herein as Exhibit A-2, in addition to the Services described in the Existing Agreement. Exhibit A-2 replaces Exhibit A-1 during the Second Amendment Period. All references in the Existing Agreement to Exhibit A-1 are understood to be references to Exhibit A-2 during the Second Amendment Period.
4. **Compensation:** During the Second Amendment Period, Provider shall be compensated for the Supplemental Services in accordance with the terms described in the Pricing Section of the Amended Supplemental Scope of Services.
5. **Freedom of Information Act:** Provider acknowledges that this Second Amendment and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Second Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44. Provider further acknowledges that this Second Amendment shall be posted on the Board's internet website at www.cps.edu.
6. **Agreement:** Except as expressly provided in this Second Amendment, all terms and conditions of the Existing Agreement are and shall remain in full force and effect during the Second Amendment Period.
7. **Counterparts and Electronic Signature:** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or other electronic means shall be considered binding for both parties.

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

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

JEWISH COMMUNITY CENTERS OF CHICAGO




DocuSigned by:
Jonathan Maples
By: _____
Jonathan Maples
Chief Procurement Officer

Brad Finkel
By: _____
Name: Brad Finkel
Title: Chief Operating Officer

Date: November 6, 2020

Date: 11.6.20

Board Report No. 20-0923-RS1

Approved as to legal form:   
DocuSigned by:
Joseph T. Moriarty

Joseph T. Moriarty
General Counsel

Attachments

EXHIBIT A-2: Amended Supplemental Scope of Services

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**EXHIBIT A-2
AMENDED SUPPLEMENTAL SCOPE OF SERVICES**

Name of Project: Chicago Public Schools Remote Learning Supervision for Children of Essential Workers and High Hardship Index Students

Board's Project Manager: Bryan Stokes

Phone: 773-553- 5744

Provider's Project Manager: Addie Goodman

Phone: 224-406-9215

Second Amendment Period: Start Date: November 7, 2020

End Date: February 28, 2021

This Amended Supplemental Scope of Services ("**Amended Supplemental Scope**") shall be conducted pursuant to the terms and conditions of the Agreement by and between Jewish Community Centers of Chicago and the Board of Education of the City of Chicago (the "**Board**"). Defined terms used in this Amended Supplemental Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement unless otherwise defined herein.

I. SERVICES:

A. Provider shall provide a Remote Learning Supervision Program (the "**Program**"). The Program shall be designed to provide the Supplemental Services described herein to groups of students ("**Student Participants**") in one or more of the targeted communities ("**Targeted Communities**") during the learn at home and hybrid learning designated periods throughout the school year. Although the Amendment Period is for the duration of the CPS first quarter, the Parties anticipate entering into a longer agreement to continue the Program throughout the 2020-2021 school year until CPS returns to a full learn at school model. Targeted Communities are defined as communities affected by COVID-19 and other disparities and are home to a high proportion of essential workers. Additionally, these communities have a high incidence of child-poverty (high percentage of public school students eligible for free/reduced cost lunch) and inequity. The Program will ensure that Student Participants have a safe, quiet and supervised space in which to engage in the district's remote learning and to receive non-instructional support and assistance, as needed, to support their success in remote learning tasks. Provider's Supplemental Services shall contribute to providing a safe place for Student Participants to complete remote learning activities within one or more of the Targeted Communities. No subcontracting, assigning or delegating by Provider of any obligations imposed hereunder shall be allowed under this Agreement. Provider must collaborate with school principals, CPS Central Office Staff, and other entities that the Board utilizes to assist with these Supplemental Services. Provider shall be required to offer the Supplemental Services directly to up to four (4) pods of up to fifteen (15) Student Participants per each assigned site location, each a "**Site**". The Board believes structured remote learning supervision programs offered during the school year will play a vital role in the success of Student Participants.

B. Program shall operate five (5) days per week or as needed (Monday-Friday) and for nine (9) hours and fifteen (15) minutes per day, from 7:45 am to 5:00 pm.

C. Programming shall be provided at CPS-identified Sites and will serve up to four (4) pods of up to fifteen (15) Student Participants per Site. Provider will provide programming for Student Participants which will include, but not be limited to, the following:

1. Appropriate supervision of students completing synchronous and asynchronous remote learning activities.

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2. Non-instructional assistance to support students in successfully completing remote learning.
3. Developmentally-appropriate non-instructional enrichment activities for students to engage in after remote learning has been completed.
4. Distribution of CPS-provided breakfast and lunch to all Student Participants
5. Adherence to all CPS, CDPH, IDPH and CDC health and safety regulations.

There will be no instructional support provided as part of the Program

D. Provider shall be required to provide the Board's Program Manager documentation from each of its Sites that demonstrates compliance with Program requirements, i.e., attendance records, daily logs, incidents reports, etc. Provider shall submit sworn affidavits with respect to being in compliance with Program requirements.

E. Anticipated Outcomes of the Program:

1. Student Participants must be engaged in the Program and activities during the day for five (5) days a week;
2. Student Participants will successfully participate in all teacher-scheduled synchronous remote learning sessions and complete all student-directed asynchronous remote learning activities.
3. Student Participants will engage in enrichment activities appropriate to their developmental stage following the completion of remote learning.

F. Provider shall obtain a license-exemption from the Illinois Department of Children and Family Services for each CPS-identified Site in which it is assigned to operate. In addition, Provider will follow all required procedures to seek reimbursement from the Child Care Assistance Program, administered by the Illinois Department of Human Services, for all eligible children. This requirement is subject to change during the term of the Amendment. Provider agrees to follow processes prescribed by CPS to receive program funding.

G. Provider shall operate the Supplemental Services in accordance and in full compliance with the licensing requirements in the Illinois Administrative Code including, but not limited to, those in 89 Ill. Adm. Code 407, including qualifications of personnel.

H. Provider shall designate a site supervisor and a backup site supervisor who will be responsible for using a system to be specified by CPS to track enrollment and daily attendance of all Student Participants. Provider will be responsible for notifying CPS staff on site of any Student Participant absences on a daily basis.

I. Provider shall use developmentally-appropriate social-emotional practices and approaches and respond in particular to the needs of youth experiencing personal disruption and loss due to COVID-19.

II. Student Recruitment and Students Served

A. Provider shall be assigned Student Participants by Chicago Public Schools based on priority criteria and family need. Provider must set up its Program to group children from similar age groups within the ages to be served by the Program (Three (3) years to fourteen (14) years old).

B. Provider shall be responsible for tracking Student Participant information at each of its Sites for the Program. Accurate student attendance records at each Provider Site must be recorded by the Provider on a daily basis in an electronic system to be designated by CPS.

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C. Provider shall provide a minimum of one (1) staff member per ten (10) Student Participants. Additional staff may be necessary to provide Supplemental Services to more than one age group. The Program operated by the Provider shall be administered by a “**Site Supervisor**” who will manage staff and operations for safe and high-quality programming, and coordinate with key stakeholders including parents and families. In addition, a member of Provider’s staff must be designated as a Site Safety Monitor (“**SSM**”) who will be responsible for continuous compliance, responsiveness and communications for all aspects of the health screening and site safety protocol, per City of Chicago Department of Health guidance.

D. Provider must provide the Board information about each staff member at each Site. Staff information provided shall include, but not be limited to:

1. Basic contact information (name and phone number);
2. Relationship to the Provider (including whether person is a volunteer or paid);
3. Credentials, experience or resume; and
4. Responsibilities of the staff member.

E. Remote Learning Supervision – Emergency Services (If Applicable): During the Amendment Period, the Board shall have the option to add emergency services (“**Emergency Services**”), if a need arises for such Emergency Services at any of Provider’s Sites as determined by the Board’s Office of the CEO. If the Board elects to add such Emergency Services for a specified Provider Site(s) which may include late afternoon and evening hours, Provider shall receive at least 48 hours prior notice regarding these Emergency Services and shall commence the Emergency Services thereafter. The duration of the programming for such Emergency Services shall be determined by the Board’s Office of the CEO and shall be communicated to the Provider upon request by the Board for Emergency Services. Provider shall be compensated for its Emergency Services based on the Pricing Section below.

III. Health Requirements

A. Provider shall 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.

B. Provider shall comply with evolving requirements to protect the health and safety of Student Participants and staff, as expressed in local, and state guidance from various government agencies. This includes, but is not limited to, adhering to all health and safety guidelines issued by CPS, IDPH, and CDPH related to COVID-19. Provider acknowledges these health and safety guidelines are subject to change.

C. Required health and safety practices may vary across age groups and settings. Provider shall comply, at a minimum, with all health and safety mandates issued by the State of Illinois and the City of Chicago and guidance from the Illinois State Board of Education (“**ISBE**”).

D. Under Chicago’s March 19 Public Health Order, congregate facilities (such as long-term care facilities, childcare settings, correctional facilities, etc.) must immediately report to CDPH clusters of COVID-19 patients, defined as two or more confirmed cases of COVID-19 occurring within 14 calendar days of each other at a facility. To report positive cases, Provider must complete the COVID-19 Online Case Report Form found at the following website: <https://redcap.dph.illinois.gov/surveys/?s=FR7MAJAY84>. A copy of the current COVID-19 Online Case Report Form was attached and incorporated into the Supplemental Scope in the Original Agreement as Attachment A. Provider must also comply with additional operational, reporting and tracing requirements established by CPS.

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E. As of July 13, 2020, interim guidance issued by CDPH encourages notification for every COVID-19 case. For more information, see CDPH Interim Guidance on Management of COVID-19 Cases in Childcare Settings (“**CDPH Guidance**”) at the following link: <https://www.chicago.gov/content/dam/city/depts/cdph/HealthProtectionandResponse/Interim%20Guidance%20on%20Management%20of%20COVID-19%20Cases%20in%20Childcare%20Settings%2007.13.2020F.pdf>. A copy of the current CDPH Guidance was attached to the Supplemental Scope in the Original Agreement as Attachment B.

F. For additional information regarding CDPH requirements regarding notification of contacts, cleaning and reporting when there has been a confirmed COVID-19 case in a facility in which Provider is providing Supplemental Services, reference the CDPH Guidance. Provider acknowledges it has signed an Attestation Form agreeing to comply with all CDPH and CPS guidelines with respect to COVID-19. A copy of that Attestation Form was attached to the Supplemental Scope in the Original Agreement as Attachment C.

G. “Be.Safe Childcare Guidance” must be followed by Provider at Sites and can be found at the following link: <https://www.chicago.gov/content/dam/city/sites/covid/reopen-businesses-portal/guidelines/BeSafe.Childcare-City-of-Chicago-Phase-4-Guidelines.pdf>. A copy of the current Be Safe Childcare Guidance in English was attached to the Supplemental Scope in the Original Agreement as Attachment D. A copy of the current Be Safe Childcare Guidance in Spanish was attached to the Supplemental Scope in the Original Agreement as Attachment E.

H. CPS-specified health practices may change over time. Provider shall follow all CPS-specified health practices, including:

1. Policies related to face coverings, physical distancing, and handwashing.
2. Small, consistent groupings of staff and children: Providers must ensure that different stable groups of up to 15 children have no or minimal contact with one another or utilize common spaces at the same time, to the greatest extent possible.
3. Daily health checks for staff and children: Providers must implement mandatory daily health screening practices of their employees and visitors, such as contractors or vendors. Screening is also mandatory for children, either directly or through their parent/guardian.
4. Provider must follow the CPS reporting process for children, employees, and parents/guardians who have a suspected or confirmed case of COVID-19.
5. Reporting: Provider must notify CDPH immediately upon being informed of any positive COVID-19 test result by anyone at the Site including, but not limited to, a Provider staff member or a Student Participant.
6. Following reporting and closure protocols after confirmed cases of COVID-19 at a Site.

IV. RESTRICTIONS

Provider shall be responsible for ensuring that the following restrictions are strictly enforced at all times throughout the term of this Amendment:

A. No Home Visitations: No Provider Staff shall visit the home residence of any CPS student to provide Supplemental Services under this Amendment.

B. No Student Transport: Neither Provider, nor any of its Staff shall transport any CPS student in private vehicles. If transportation is provided, all transportation must be through a Board approved transportation provider in coordination with the Project Manager and in compliance with the Board's Student Travel Policy (10-0526-P01), and, in each case, such travel must be approved by the parent/guardian of each participating student in writing.

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C. Communications with Participants: Any direct communication between Provider's Staff and any Student must be conducted on Provider-owned/contracted networks only, whether e-mail, text messaging, telephone, or Internet communications. Provider's Staff shall not use personal computers and/or personal electronic devices to provide Supplemental Services under this Amendment. Provider and its Staff must promptly provide all data or records related to CPS Student communications with Provider or its Staff that may be requested by the Board from time to time; and Provider agrees that the Board shall have an express right to review and receive copies of all such communications upon notice to Provider.

V. PRICING

Provider shall be compensated for services at the hourly rates set forth below:

Position	Rate	Unit of Measure
Remote Supervision Staff	\$21.00	Per Hour
Site Supervisor	\$29.00	Per Hour

The above pricing structure does not apply to Providers receiving Illinois Child Care Assistance Program (CCAP) funds. If Provider is able to access the Illinois Child Care Assistance Program, it will be directed to do this for all eligible families. Costs for ineligible families will be reimbursed by CPS at a rate of \$29.55/day per student or seat. CPS reserves the right to close or relocate pods at any time. Provider is required to maintain full staffing for all allocated pods.

In addition, for families who are approved for participation in CCAP, CPS will reimburse providers for the monthly parent co-payment amount. This amount is assessed by IDHS during the eligibility determination process and providers must provide proof of this assessed amount with monthly invoices.

Expenses are not reimbursable. Provider shall submit invoices on a weekly basis. Provider may not charge families any fees to participate in this service.