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FOURTH 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 Fourth 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 ("**Fourth Amendment**") is effective as of February 1, 2021 ("**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, having its principal offices at 30 South Wells Street, Suite 4000, Chicago, Illinois 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. In response to the COVID-19 pandemic, the Board and Provider entered into that certain 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 amending the Third Renewal Agreement to supplement the Scope of Services to add remote learning supervision services for a term commencing on September 21, 2020 and continuing through November 6, 2020 ("**First Amendment**").
- F. The Board and Provider entered into that certain 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 to extend the time period in which remote learning supervision services would be provided during remote learning, and revise the Scope of Services to include payment to Provider's staff for attending CPS mandated training for a term commencing on November 7, 2020 and continuing through February 28, 2021 ("**Second Amendment**").
- G. The Board and Provider entered into that certain Third 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 to extend the time period in which remote learning supervision services would be provided during remote learning, for a term commencing on March 1, 2021 and continuing through June 30, 2021 ("**Third Amendment**"). The Original Agreement, First Renewal Agreement, Second Renewal Agreement, Third Renewal

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Agreement, First Amendment, Second Amendment and Third Amendment shall be referred to collectively herein as the “**Existing Agreement**”.

- H. The parties now wish to amend the Existing Agreement as hereinafter set forth by supplementing the scope of services to add non-instructional school day supports, including remote learning supervision services, classroom support, lunch and recess services, and other non-instructional supports. The Existing Agreement and this Fourth 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.
2. **Term:** This Fourth Amendment shall become effective on February 1, 2021 and continue through July 31, 2021 (“**Fourth Amendment Period**”), unless terminated sooner as provided in the Agreement.
3. **Services:** During the Fourth Amendment Period, Provider shall provide the services set forth in the Second Supplemental Scope of Services (the “**Second Supplemental Services**”) attached hereto and incorporated herein as Exhibit A-3, in addition to the Services described in the Existing Agreement.
4. **Compensation:** During the Fourth Amendment Period, Provider shall be compensated for the Second Supplemental Services in accordance with the pricing set forth in the Schedule of Pricing attached as Exhibit C to the Original Agreement.

For the avoidance of doubt, the aggregate maximum compensation payable to all providers during the Third Renewal Term, including this Fourth Amendment Period shall not change and shall not exceed the amount stated in Board Report 20-0624-PR3-1, as may be amended (“**Total Maximum Compensation**”).

5. **Freedom of Information Act:** Provider acknowledges that this Fourth 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 Fourth Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44. Provider further acknowledges that this Fourth Amendment shall be posted on the Board’s internet website at www.cps.edu.
6. **Agreement:** Except as expressly provided in this Fourth Amendment, all terms and conditions of the Existing Agreement are and shall remain in full force and effect during the Fourth Amendment Period.
7. **Counterparts and Electronic Signature:** This Fourth 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 Fourth Amendment as of the Effective Date set forth above.

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

DocuSigned by:
Jonathan Maples
Jonathan Maples
Chief Procurement Officer

Jewish Community Centers of Chicago

By: *Addie Goodman*
Name: Addie Goodman
Title: President & CEO

Date: February 7, 2021

Date: February 3, 2021

Board Report No.: 21-0127-RS1

Approved as to legal form: ^{DS} SP ^{DS} JG ^{DS} JB
DocuSigned by:
Joseph T. Moriarty
Joseph T. Moriarty
General Counsel

Attachments:

- Exhibit A-3: Second Supplemental Scope of Services
- Attachment F: Data Sharing

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EXHIBIT A-3

SECOND SUPPLEMENTAL SCOPE OF SERVICES

Name of Project: Chicago Public Schools Non-Instructional School Day Supports

Board's Project Manager: Sarah Siderius

Phone: 773-553- 3519

Provider's Project Manager: Addie Goodman

Phone: 224-406-9215

Amendment Period: Start Date: February 1, 2021

End Date: July 31, 2021

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

A. Second Supplemental Services. In addition to the services specified in the Provider's Existing Agreement with the Board, the Provider may also provide non-instructional school day support, pursuant to the Health Requirements and Restrictions in the Existing Agreement. These services include, but are not limited to:

- i. Remote learning supervision
- ii. Hallway monitoring
- iii. Classroom support
- iv. Lunchtime services

Services will be rendered during school hours at the request of the school. 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 Second Supplemental Services.

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.

B. Student Recruitment and Students Served for Second Supplemental Services

1. Provider shall be responsible for tracking Student Participant information at each of its Sites for the Program, pursuant to Section D of this Second Supplemental Scope, titled, "Data Entry and Reporting". 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.

2. Provider shall provide a minimum of one (1) staff member per fifteen (15) Student Participants. Additional staff may be necessary to provide the Second Supplemental Services to more than one age group.

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

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- i. Basic contact information (name and phone number);
- ii. Relationship to the Provider (including whether person is a volunteer or paid);
- iii. Credentials, experience or resume; and
- iv. Responsibilities of the staff member.

4. Emergency Services (If Applicable): During the Fourth 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 Board's Sites as determined by the Board's Office of the CEO. If the Board elects to add such Emergency Services for a specified Board 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.

C. Pricing: Provider shall be compensated for the Second Supplemental Services in accordance with the hourly rates set forth in Exhibit C of the Original Agreement. Provider may not charge families any fees or co-payments to participate in the Second Supplemental Services.

D. DATA ENTRY & REPORTING

The Provider agrees to provide to the Board such information regarding its Services as the Board may require from time to time. The Provider may have limited access to, and shall be required to use with respect to reporting Services-related data, a software system designated by the Board for that purpose (the "Designated Data Reporting System"), which shall be subject to the approval of the Board's Program Manager for Student Support and Engagement (see Attachment E). In the event Provider is granted access to a Designated Data Reporting System, the Board will share the data listed in Section 1 of Attachment E for the purpose ("Purpose") of Provider providing program and participation information, including student participant rosters, to the Board. The Provider must limit use of the Designated Data Reporting System strictly to employees who receive CPS' prior written permission for use of that system. If directed by the Board, the Provider must designate by name one or more members of its staff to participate in required CPS training regarding the Designated Data Reporting System, which may be an in-person or online training module. The Board may set a schedule by which the Provider's data entry and submission must be required. The Provider's data submittals must be accurate and complete, and time is of the essence for all submittals. The Provider's failure to provide submittals that are accurate, complete, and timely shall constitute an Event of Default and, in addition to all remedies otherwise available to the Board under this Agreement, the Board shall be entitled to withhold any payments that may be due hereunder until the Provider cures every Event of Default, including without limitation correction of incorrect data and submission of missing data.

The Provider will be entitled to access only its own data in the Board's Designated Data Reporting System—as provided by the Board's general standards for use by third-party providers of the Board's Designated Data Reporting System—but solely for the purposes of providing the Services hereunder.

If a login is required to access the Board's Designated Data Reporting System, the Provider will be provided with an administrator account to manage the Provider's data entry for the Services rendered. That login will be for the administrator and may not be used by line staff entering data.

If a login is required to access the Board's Designated Data Reporting System, each member of the Provider's Staff who will be responsible for, and authorized to undertake, data entry will have a unique password and login. The Provider must provide the Board with a list of responsible and authorized Staff to obtain access to the Designated Data Reporting System.

The Provider must restrict access to the CPS School to which the Provider is providing Services. The Provider also must take all steps and processes necessary, in the event a member of its Staff is terminated or otherwise leaves its employment, to protect the login usernames and passwords to the Designated Data Reporting System that may have been issued.

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ATTACHMENT E

DATA SHARING

Providers of Out-of-School Time (OST) programs supply a vital service to CPS students. OST programs provide some of the most effective support structures for our students, fueling them to social, emotional and academic success. When OST providers and the District work together, we can both better serve our students in the coming year.

As partners in this work, CPS wants to better understand what OST programs and opportunities there are for CPS students. CPS is asking OST providers to regularly track data in one of our approved systems, or alternatively, share their data with CPS. This data will help CPS better understand the important work done by Providers while being a more effective advocate for both CPS students and the Provider's programs.

The first section of this [Attachment E](#) outlines the data sharing process for Providers who enter data directly into a CPS system. In most cases, this is the easiest way to share data. If the Provider does not have access to a CPS system, and Provider would like to have access to them, please reach out to the Program Manager.

The second section of this [Attachment E](#) outlines the data sharing process for Providers who wish to use their own systems to capture program information and share it back with CPS.

1. For Providers who have access to a CPS system to track OST programs:

If the Provider has access to a CPS system, the Provider will be responsible for entering the following program information into the CPS system:

- Program Information: the OST program delivered
- Program Membership: the students enrolled in the program
- Program Attendance: daily attendance of the students in the program

Their login to the system will allow them access to the following student data points:

- Student First Name
- Student Last Name
- Student ID
- Age
- School of Enrollment
- Grade Level
- Student Email
- Parent/Guardian Contact Information

If Provider requires additional information regarding the health, safety, and wellbeing of OST program student participants, Provider may obtain such information directly from the students' parent or guardian.

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The Purpose for which access to the above student data points by the Provider is required is to provide program and participation information, including student participant rosters, to the Board. Access to student data not identified above by Provider is not permitted within the Designated Data Reporting System or any other system.

Data Delivery Schedule:

If the Provider is using a CPS system, they must create their program (i.e. enter the above information into the system) before the first session of the program. Attendance should be entered into the system within 24 hours of each event. Data delivery outside of entry into the system is not required.

2. For Providers who use their own program tracking system:

If the Provider uses their own program tracking system, the Provider is required to provide CPS with regular data extracts of program data collected from Provider systems merged with (a) CPS identifier information; (b) CPS Program Taxonomy Framework (see Figure 1 below); and (c) Provider unique identifier keys that will allow the district to load and organize program data in a uniform holistic manner into the data warehouse for reporting and analytical purposes.

Providers will be required, upon request, to share program data to CPS in the file format and frequency specified by CPS. Providers managing data should do so within the requirements described in the addendum following this Attachment F. Program data includes: program information; student membership in the program; and student attendance in program. The Provider will be provided with the full list of values from CPS' Program Taxonomy Framework (see Figure 1) and data specifications sheet (see Figure 2 for high level view of data files).

Data Delivery Schedule:

If the Provider is using their own system, program data should be shared with CPS twice monthly on the 1st and 15th of the month. If needed, a lesser frequency of distribution may be negotiated with the Program Manager.

NOTE: If the Provider is provided access to a CPS system (as described in Section 1 of this [Attachment E](#)), Provider does not need to provide the data described in this section (i.e. Section 2 of this [Attachment E](#)) - if the Provider is provided access to a CPS system, all of this information will be captured through the CPS system.

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FIGURE 1: CPS Program Taxonomy Framework

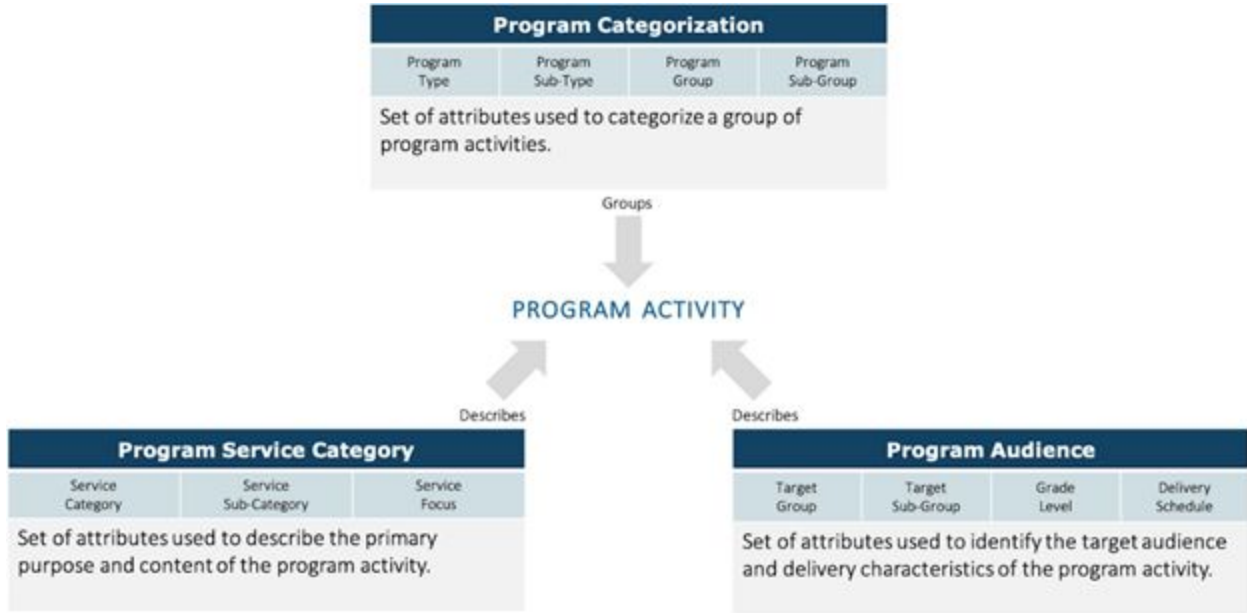
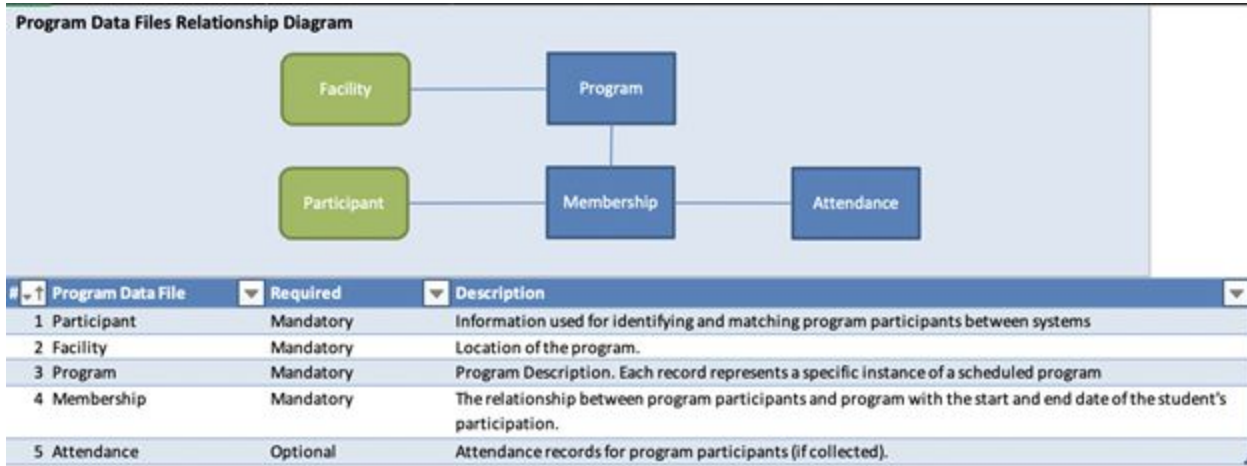


FIGURE 2: Program Data Files



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ADDENDUM

INFORMATION, INTEGRATIONS, & DATA MANAGEMENT

Providers: Please note this addendum content only applies to Providers using their own data system, as described in Section 2 of Attachment F. This addendum content does not apply to Providers using a CPS system to enter data.

Information, Integrations, and Data Management are central capabilities needed to deliver information optimally, and to realize service value. Within most modern solutions data and interfacing is needed for both internal CPS and external systems.

Provider capabilities must include the following, at a minimum:

- Must employ experts to work, in collaboration with CPS IT and business experts
- Aligned with district academic and administrative data management programs, which include aligning with IMS Global Standard for open operability, or allowing for open data exchange (for all data within the proposed system) using sfp, or API's
- Ability to maintain logs of activities, status, and functional state of the solution
- Have an application architecture built with security in mind, using the latest industry techniques
- The hosted environment must be redundant, with no single points of failure, and have the capacity to handle District demands, and have the capabilities needed to recover from data loss or corruption
- Able to enable reporting and analytics (BI)
- Able to schedule routine imports and exports of data in an automated fashion
- Quality controls for data management within the user interface, and within data synchronization routines
- Leverage the CPS system of record for identity and access management (Rapid ID / SAML for single sign on)
- For third party integrations - Document purpose, data exchanges, utility of integration, method of integrations, provide geography of operations, the name of the third party, and a formal CPS IT approval
- For educational platforms, support One-roster / IMS Global protocols

A more comprehensive explanation of the requirements above are described in the sections below.

Audit History

The solution should maintain a complete history of all data including the user identification and timestamp for data creation, updates and deletions to support a complete audit history; this includes persistence of deleted data ("soft deletes") for all key entities as determined by Board requirements. Reporting on audit history shall be easy and efficient, preferably including out of the box reports summarizing data changes.

Data Integrations

The Solution should support both ad hoc and automated import, export, and update of all necessary data for the in scope systems, at appropriate frequencies, including near-real-time. For platforms supporting digital learning then the solution must support IMS global / One-Roster protocols. Employee assessment results will only be exportable at an anonymized, aggregate level.

Data Accessibility

Provider shall support both ad hoc and automated extract of all data from the Solution at appropriate frequencies.

Portability

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It is critical that CPS be able to retrieve its data and applications from the solution and move it into different CPS environments, or directly to a new Solution at the expiration or termination of any applicable contract with the Provider. If the Solution uses proprietary software and formats to store customer data or applications, it may end up being very difficult to retrieve applications and data in a usable format; if this condition exists then Provider shall transform the data for CPS consumption. In addition, CPS may need to retrieve data to respond to a Freedom of Information Act ("FOIA") request or otherwise uphold its legal obligations. Assessment results are only stored at an anonymized, aggregated level.

Data Validation

Integration of multiple datasets together can be fraught with difficulty, including inconsistent fields, missing datasets, and conflicting sets of information. The Provider solution will need rules to ensure referential integrity between datasets:

- Ensure that primary keys in one dataset are indeed unique, even compound primary keys
- Ensure that foreign keys in one file match the primary keys in another file
- Validation that all other fields are well formed, and cleaned as required

In the data integration environment, it's also important that data issues can be quickly acted upon. Provider shall provide the following options:

- Automatic quarantining of data to ensure that invalid data is not ingested. Even if this is only part of a file, the invalid data is removed and the remainder quarantined
- Email alerts when data issues are identified so they can quickly be escalated us when jobs are not synchronized

Data Management

- The Provider will not copy any CPS data to any media, including hard drives, flash drives, or other electronic devices, other than as expressly approved by CPS.
- Provider shall return or destroy all confidential information received from CPS, or created or received by Provider on behalf of CPS.
- In the event that Provider determines that returning or destroying the confidential information is infeasible, Provider shall notify CPS of the conditions that make return or destruction infeasible, but such plans will be approved by CPS.
- If CPS agrees that return or destruction of confidential information is infeasible; Provider shall extend the protections for such confidential information and limit further uses and disclosures of such confidential information.
- Return all data that is the property of CPS in an electronic format, via an online secure service, such as SFTP, or a shared storage facility security.
- The Solution should support the latest encryption and SSL in motion and at rest for PII (Personally identifiable information).
- Security practices regarding secure application development must be documented.
- Data exchanges with CPS shall be done in an automated fashion.

Data Conversion and Validation

The Provider must provide human resources to partner with the CPS Enterprise Data Team to document the proper conversion mapping and perform test validation for any/all bi-directional data exchanges, or any automation.

Data Protection

Data shall be protected with the latest backup technologies, and be backed up daily, with retention of no less than 30 days, and for the duration of the agreement. Protection techniques shall exist within the production and DR environments, where information is hosted and protected in the United States for student information.

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Identity and Access Management

- Must be in compliance with the CPS Security and Access Control policies (<https://cps.edu/AcceptableUsePolicy/Pages/platformGuidelines.aspx>)
- Ensure that any consumer, including a 3rd party vendor's employees or subcontractor to whom access is granted agrees to the same restrictions, standards, and conditions that apply through the contract with CPS, and that access to CPS data is approved by CPS.
- Ensure that any consumer, including a subcontractor, employee, or another 3rd party to whom access to data and/or information systems, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the data and information systems.
- Maintain a security plan that complies with NIST, ISO 27000 series and CPS approved security policies.
- Report to the CIO of CPS within 24 hours of discovery of any security incidents that occur within solution / information systems that may affect CPS systems.
- Maintain audit events according to policy and provide this information to CPS upon request. These audit logs must be kept according to CPS's records retention policy for student records.
- Develop and implement policies and procedures regarding the use of information systems that describes how users are to protect against intrusion, tampering, viruses, etc.
- Authentication mechanism and integration with Active Directory. Should support user account and password requirements and is compatible with the latest version of SAML, Google, Rapid ID, or other CPS approved SSO service platform.
- Documented security controls in place to protect sensitive and/or confidential information.