

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

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

(Jewish Community Centers of Chicago)

This 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 ("**Second Amendment**") is effective as of March 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 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. 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 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 clarify the pricing structure when Provider receives Illinois Child Care Assistance Program ("**CCAP**") funds and to extend the time period in which remote learning supervision services would be provided for a term commencing on November 7, 2020 and continuing through February 28, 2021 ("**Second Amendment**"). The Original Agreement, First Renewal Agreement, Second Renewal Agreement, Third Renewal Agreement, First Amendment, and Second Amendment shall be referred to collectively herein as the "**Existing Agreement**".

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- G. The parties now wish to further extend the time period in which Provider will provide remote learning supervision services. The Existing Agreement and this Third Amendment shall be referred to collectively 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 Third Amendment shall become effective on March 1, 2021 and shall continue through June 30, 2021 (“**Third Amendment Period**”).
3. **Services:** During the Third Amendment Period, Provider shall continue to provide the services set forth in the Amended Supplemental Scope of Services (the “**Supplemental Services**”) which was attached to the Second Amendment as Exhibit A-2, in addition to all other Services described in the Existing Agreement.
4. **Compensation:** During the Third Amendment Period, Provider shall continue 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 Third 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 Third Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44.
6. **Agreement:** Except as expressly provided in this Third Amendment, all terms and conditions of the Existing Agreement are and shall remain in full force and effect.
7. **Counterparts and Electronic Signature:** This Third 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 Third 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

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

Date: January 28, 2021

Date: January 26, 2021

Board Report No. 20-1216-RS1

Approved as to legal form: DS
CD DS
JG DS
AB

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