

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**

**(Young Men's Christian Association of Chicago dba YMCA of Metropolitan 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 Young Men's Christian Association of Chicago dba YMCA of Metropolitan Chicago with principal place of business located at 1030 West Van Buren Street, Chicago, IL 60607 ("**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 October 5, 2020 and continuing through November 6, 2020 ("**First Amendment**"). The Original Agreement, First Renewal Agreement, Second Renewal Agreement, Third Renewal Agreement, and the 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 revise the Scope of Services to include payment to Provider's staff for attending CPS mandated training. 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.
- 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.

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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](http://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**

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF  
CHICAGO DBA YMCA OF METROPOLITAN  
CHICAGO**





DocuSigned by:  
  
By: \_\_\_\_\_  
Jonathan Maples  
Chief Procurement Officer

By:   
Name: Richard H. Malone  
Title: President and CEO

Date: November 6, 2020

Date: November 2, 2020

Board Report No. 20-0923-RS1

Approved as to legal form:     
DocuSigned by:  
  
\_\_\_\_\_  
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:** Allison Greeman

**Phone:** 312-440-2461

**Second Amendment Period: Start Date:** November 7, 2020    **End Date:** February 28, 2021

**Provider Identified Site Locations:**

- 1) South Side YMCA located 6330 S. Stony Island Ave, Chicago, IL, 60637
- 2) Rauner YMCA located 2700 S. Western Ave, Chicago, IL 60608

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This Amended Supplemental Scope of Services ("**Amended 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 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**") at the Provider identified site locations identified above. 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 Provider identified 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.

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- 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 Provider-identified and operated 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.
  - 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 Provider or 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 possess a license or obtain a license-exemption from the Illinois Department of Children and Family Services for each Provider 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 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.
- J.** Provider shall ensure that all program spaces meet the following requirements:
  - 1. Must permit Board-designated staff to conduct site inspections with or without notice, of Provider's Site(s) to ensure compliance with legal and policy

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- requirements at the Provider's identified building(s) and ground(s) wherever the organization provides Services to CPS students.
2. Must ensure that Provider's Site(s) shall at all times have proper heating, ventilation and air conditioning ("HVAC"), be in compliance with all occupancy permits and all applicable governmental health, safety, and zoning laws, ordinances, codes, rules, and regulations prior to starting services, and that Provider's identified Site(s) is/are and shall remain in compliance throughout the term of any agreement for the delivery of services
  3. Must ensure a kitchen or warming pantry that contains (or can accommodate) at minimum a sink, refrigerator, and microwave.
  4. Must ensure that all spaces are ADA accessible.
  5. All spaces proposed to serve preschool-age (under age 5) students must be licensed by DCFS. Spaces proposed to serve children above age 5 may be licensed or license-exempt.
  6. Should be able to accommodate internet, Wi-Fi access (whenever possible), safe and welcoming recreational and learning spaces
  7. Space must conform to all laws, codes and regulations, including, but not limited to the Americans with Disabilities Act (ADA), fire and safety codes and other City of Chicago regulations.
  8. Space must comply with all CPS and CDPH guidelines with respect to COVID-19. These guidelines are subject to change as the discretion of the Board.
  9. Must be able to support socially distanced groups of youth and staff.
  10. Space must be located on basement level (with windows), first floor, second floor, or third floor of the building and have two separate remote means of egress
  11. Children must be accommodated in rooms having a minimum of 35 square feet for each child, unless the room is used solely for activities where children will be seated while working on a particular activity or skill, then the room shall have a minimum of 20 square feet for each child.
  12. Areas used for staff lounges, storage spaces, halls, bathrooms, kitchens and offices may not be used in calculating the 35 square feet per child requirement.
  13. When determining total program capacity, there must be 35 square feet per child available. Areas used for large motor activity may only be counted toward the 35 feet per child if this space is available and dedicated for the sole use of the program during program hours.
  14. Toilet facilities and wash basins.
  15. Convenient, adequate and sanitary toilet facilities must be provided for the children in a separate, properly ventilated room readily accessible to children. The toilet facilities must be ADA compliant and separate from adult facilities.
  16. Toilets must be in private stalls or have other provisions that ensure privacy.
  17. One sanitary toilet and one wash basin must be available for every group of 20 children, or part thereof.
  18. Ability to separate the day care program from other activities in the building with dedicated access into the facility to accommodate safe drop off and pick up of children.
  19. Custodial/Maintenance storage and Janitor's sink closet
  20. A care room for any Student Participants exhibiting symptoms of COVID-19, as described in "Be.Safe Childcare Guidance" referenced below.

## 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).

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- 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.
- 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.

### 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.
- 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

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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 and Provider must adhere to all CPS-specified health practices as they change. Provider shall follow all CPS-specified health practices and protocols, including, but not limited to the following:
  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.
- I. All CPS-specified standards and protocols with respect to cleaning and building maintenance with respect to COVID-19. These protocols are subject to change at the discretion of the Board.

#### IV. FOOD SERVICE

Provider will supply breakfast and lunch meals to all Student Participants at the Site. If Provider has an existing partnership with a food services provider outside of CPS and has the capacity to provide breakfast and lunch to all Student Participants on a daily basis, Provider may use its existing partnership to supply the aforementioned meals to students.

If Provider does not have the ability to provide breakfast and lunch meals to all Student Participants at the Site on a daily basis, Provider must pick-up meals, as described below, from the following nearby CPS Schools.

For meals to be provided at the Southside YMCA location at 6330 S. Stony Island Ave, Chicago, IL, 60637, Provider will pick up meals at Hyde Park Academy High School located at 6220 S Stony Island Ave, Chicago, IL 60637. For meals to be provided at the Rauner YMCA location at 2700 S. Western Ave, Chicago, IL 60608, Provider will pick up meals at Instituto Health Sciences Career Academy located at 2520 S Western Ave, Chicago, IL 60608. Hyde Park Academy High School and Instituto Health Sciences Career Academy shall be referred to herein as the "**Meal Pickup Locations**".

If Provider is obtaining breakfast and lunch meals from CPS, Provider will pick up meals once or twice a day, depending on Provider's storage capacity. Only Provider's Project Manager or another member of Provider's staff who has also undergone and been informed that they have been approved through the CPS background check process may pick up meals from the Meal Pickup Locations.



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If Provider has a refrigerator on-site that can be dedicated to Student Participant meals only and can fit up to sixty (60) brown bag lunches, Provider may pick up both breakfast and lunch for all Student Participants in the morning. If Provider does not have a refrigerator or does have a refrigerator but such refrigerator cannot be dedicated solely to Student Participant meals and/ or cannot fit up to sixty (60) brown bag lunches, Provider must pickup meals twice a day at the Meal Pickup Locations: once for breakfast and once for lunch meals.

The point of contact for meal pickup at each Meal Pickup Locations for CPS will be the School Dining Manager (“**SDM**”) at the Meal Pickup Locations. If Provider will be obtaining meals from CPS, Provider’s Project Manager must provide the SDM and CPS Project Manager with the times that breakfast and lunch will be served each day and notify the CPS Project Manager and SDM whether meals will be picked up once or twice a day as outlined above.

Provider’s Project Manager will call the SDM at the Meal Pickup Locations daily to provide the number of students in attendance to allow the SDM to pack meals and to have them ready for pickup. The SDM and Provider’s Project Manager will discuss and agree upon meal pickup times. The SDM will pack meals for Provider in an insulated cooler and or meal transport container and clearly identify whether each meal is a breakfast or lunch meal. If any issues or concerns arise with respect to meals, Provider’s Project Manager will contact the CPS Project Manager and SDM to resolve the issues.

For the safety of the students, Provider will distribute all breakfast meals within a half hour of picking them up from the Meal Pickup Locations and arriving back to the Site location. If Provider picks up both breakfast and lunch meals in the morning, as permitted above, Provider must store all lunch meals in a refrigerator dedicated solely to Student Participant meals within a half hour of picking up the meals and arriving back at the Site. If Provider picks up lunch meals separately from breakfast meals, lunch meals must be distributed within a half hour after pickup and arrival to the Site location.

## V. 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.
- 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.

## VI. PRICING

As a Provider offering services at a Provider-identified site shall be compensated for services at a daily rate of \$519 per day per pod of 15 students. 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 or unused student

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seats will be reimbursed by CPS at a rate of \$35/day per student. CPS reserves the right to close pods at any time.

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.

Provider's staff shall be compensated at a rate of \$19.00 per hour for any training attended at the request of CPS.

Expenses are not reimbursable. Provider shall submit invoices on a weekly basis. Provider may not charge families any fees or co-payments to participate in Supplemental Services.