

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**GRANT EVALUATION SERVICES AGREEMENT**  
[Northwestern University]

This GRANT EVALUATION SERVICES AGREEMENT ("Agreement") is effective as of the 1<sup>st</sup> of August, 2015 ("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 the Chicago Public Schools (the "Board" or "CPS") and Northwestern University ("Consultant" or "University" or "NU").

**RECITALS**

- A. The Board applied for and was awarded a grant from the Centers for Disease Control ("CDC" or "Grantor") for *Promoting Adolescent Health Through School-Based HIV-STD Prevention and School-Based Surveillance* (the "Grant" or "HIV-STI Prevention Initiative");
- B. Consultant will render certain services more fully described herein in accordance with the Grant; and
- C. Consultant 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 for 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. **Grant Agreement:** Consultant acknowledges and agrees that the terms and conditions of the Award Letter(s), Grant Application(s), and the Grant Agreement(s) (collectively, the "Grant Agreement(s)") are incorporated herein by reference as if fully set forth herein, and agrees that it shall abide and be bound by all of the terms and conditions of the Grant Agreement as modified by Grantor and the Board from time to time.
3. **Term of Agreement:** The term of this Agreement will be for a period commencing with the Effective Date and ending on July 31, 2016 ("Term"), unless terminated sooner as provided herein. The parties shall have two (2) options to renew the Agreement for periods of one year each under the same terms and conditions as the original Agreement (each a "Renewal Term"). In the event funding is reduced by Grantor for any Renewal Term, the parties shall have the option to revise and/or amend the terms and conditions in any renewal agreement.
4. **Scope of Services:** Consultant agrees to provide the services set forth in Exhibit A ("Services"), in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all 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 Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Consultant's fees, shall be documented by a written amendment to this Agreement signed by both parties.

Orders must be on the Board's Standard Purchase Order Form. The terms and conditions found on the Board's Purchase Order shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Agreement.

The provisions of this Section 4 shall survive the expiration or termination of this Agreement.

**5. Compensation; Billing and Payment Procedures; Electronic Payments:**

5.1 Compensation: Compensation for Services during the Term shall be payable in accordance with the Section C (Budget) of Exhibit A attached hereto and incorporated herein. The total maximum compensation for the Services to be provided by Consultant during the Term of this Agreement, inclusive of any and all reimbursable expenses specifically identified herein, shall not exceed Thirty Two Thousand Dollars and 00/100 (\$32,000.00), the "**Total Maximum Compensation**", without the prior approval of the members of the Board and a written amendment to this Agreement. It is understood and agreed that the Total Maximum Compensation 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 Consultant shall promptly refund to the Board any payments received for Services and deliverables not provided.

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

- Consultant name and payment address
- Unique invoice number (determined by Consultant)
- 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 the services were provided and/or goods were delivered to CPS
- Detailed pricing information such as quantities, unit prices, discount, and final net amount due

Invoices shall be submitted in a timely manner. The final invoice shall be submitted thirty (30) days prior to the completion of the Board's fiscal year or no later than June 1, 2016. If Consultant 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.

5.3. Electronic Payments: Consultant agrees that, at the Board's sole discretion, the Board may make payment electronically to Consultant for any and all amounts due by means of the Board's procurement charge card account. Consultant 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. Consultant 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. Consultant 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.

**6. Standards of Performance:** Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

applicable discipline and appropriately licensed as required by law. Consultant 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, Consultant 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 Consultant 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 Consultant under this Agreement, at law or in equity. Consultant shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Consultant or its subcontractors or others on its behalf.

**7. Personnel:**

7.1 Adequate Staffing: Consultant must assign and maintain during the term of this Agreement and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Consultant must include among its staff the Key Personnel and positions, if any, identified in an attachment hereto. If the Board determines in its sole discretion that any employee, subcontractor or other person providing Services hereunder for the Consultant is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct the Consultant to remove that person from performing Services under this Agreement.

7.2 Key Personnel: Certain individuals employed by Consultant have particular expertise on which the Board is relying ("Key Personnel"). Consultant may not reassign or replace Key Personnel without the written consent of the Board, which consent shall not be unreasonably withheld or delayed. If one or more Key Personnel terminate their employment with Consultant or otherwise become unavailable for reasons beyond Consultant's reasonable control, Consultant shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed. Those individuals deemed Key Personnel are identified in Exhibit A, which is attached hereto and made a part of this Agreement.

8. 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 Consultant 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 Consultant except that no payment shall be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

**9. Termination, Suspension of Services, Events of Default, Remedies, and Turnover of Documents:**

9.1 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 Consultant 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.

After notice is received, Consultant must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

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.

Consultant 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.

Consultant shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Consultant or the Board to the extent inconsistent with this provision.

**9.2 Suspension of Services.** The Board may, upon thirty (30) calendar day's written notice, direct Consultant to suspend Services in whole or part. Consultant shall promptly resume performance of 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 Consultant. Responsibility for any additional costs or expenses actually incurred by Consultant as a result of remobilization shall be determined by mutual agreement of the parties.

**9.3 Consultant's Events of Default.** Events of default ("**Events of Default**") include, but are not limited to, the following:

- a) Any material misrepresentation by Consultant in the inducement or the performance of this Agreement.
- b) Breach of any term, condition, representation or warranty made by Consultant in this Agreement.
- c) Failure of Consultant to perform any of its obligations under this Agreement, including, but not limited to, the following:
  - i) Failure to timely perform any portion of the Services in the manner specified herein;
  - ii) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
  - iii) 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;
  - iv) Discontinuance of the Services for reasons within Consultant's reasonable control; or
  - v) 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 Consultant under any other agreement Consultant may presently have or may enter into with the Board;
- e) Any action or failure to act by Consultant which affects the safety and/or welfare of students or Board staff; and
- f) Assignment by Consultant for the benefit of creditors or consent by Consultant to the appointment of a trustee or receiver or the filing by or against Consultant of any petition or proceeding under any bankruptcy, insolvency or similar law.

**9.4 Remedies.** The occurrence of any Event of Default which Consultant fails to cure within fifteen (15) calendar days (or such other period as the Board's Chief Procurement Officer ("**CPO**") may authorize in writing) after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within said cure period after notice, Consultant fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Consultant in default. Whether to declare Consultant in default is within the sole discretion of the CPO. Written notification of an intention of the CPO to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Consultant's receipt of such notice or

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

on the date set forth in the notice, whichever is later. When a notice of an intention to terminate is given as provided in this Section, Consultant must discontinue all Services, unless otherwise directed in the notice, and must deliver to the Board all materials prepared or created in the performance of this Agreement, whether completed or in-process. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- a) Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Consultant. In such event, Consultant shall be liable to the Board for any excess costs incurred by the Board. Any amount due Consultant under this Agreement or any other agreement Consultant may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- b) Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board.
- c) Suspend Services during the fifteen (15) day cure period if the default results from an action or failure to act by Consultant which affects the safety and/or welfare of students or Board staff.
- d) Seek specific performance, an injunction or any other appropriate equitable remedy.
- e) Receive from Consultant any and all damages incurred as a result or in consequence of an Event of Default.
- f) Money damages.
- g) Withhold all or part of Consultant's compensation under this Agreement that is due or future payments that may become due under this Agreement.
- h) Deem Consultant non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Consultant pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-1217-PO1), as may be amended from time to time.

The Board may elect not to declare Consultant in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Consultant to continue to provide the Services despite one or more Events of Default, Consultant 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, equity or statute, nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

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 the occurrence of any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, 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 to 9.1 above.

9.5. **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, Consultant 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 Consultant may keep a copy of such information for its own records.

10. **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.

11. **Confidential Information, Dissemination of Information, Ownership, Survival:**

11.1 **Confidential Information:** In the performance of the Agreement, Consultant may have access to or receive certain information that is not generally known to others ("Confidential Information" or "CPS Data"). Such Confidential Information may include, but is not limited to Staff Data, Student Data, School Level Data (each as defined below), and volunteer data including, but not limited to: name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, Illinois Standards Achievement Test ("ISAT") scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information, college enrollment records, Free Application for Federal Student Aid ("FAFSA") information; and unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Consultant.

11.2 **CPS Data:** Such information may include (i) "Student Data" comprised of (a) personally identifiable student level data, (b) de-identified student level data, or (c) aggregate level student data; (ii) "Staff Data" comprised of (a) personally-identifiable employee level data, (b) de-identified employee level data, or (c) aggregated employee level data; and (iii) "School Level Data" comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular CPS school and which is not Student Data or Staff Data. For purposes of this Agreement, any reference to Confidential Information shall be inclusive of Student Data, Staff Data, and School Level Data.

11.3 **Use of Confidential Information:** Consultant shall:

- i. Only use Confidential Information for the sole purpose of providing the Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information.
- ii. Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of FERPA, HIPAA and ISSRA as described in Section 12.2 (Compliance with Laws).
- iii. Any subcontractors engaged by Consultant in providing Services to the Board shall be required to assume obligations of secrecy equal to or greater than the obligations that Consultant has assumed in this Agreement with respect to the Confidential Information.
- iv. Not copy or reproduce in any manner whatsoever the Confidential Information of the Board without the prior written consent of the Board, except where required for its own internal use in accordance with this Agreement.

11.4 Transmitting and Storing Confidential Information: Consultant shall:

- i. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- ii. Only mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Confidential Information shall only be mailed in accordance with the provisions of Section 11.4(i) above;
- iii. Encrypt all Confidential Information prior to transmitting it electronically. Consultant shall not transmit any unencrypted Confidential Information via email, blackberry, blackjack, instant messages or any other unencrypted protocols;
- iv. Not send, via mail or electronically, any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;
- v. Encrypt any and all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, tape, flash drives, etc. Consultant shall not leave Confidential Information in any electronic format unsecured and unattended at any time;
- vi. 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. Consultant shall not leave Confidential Information unsecured and unattended at any time;
- vii. Consultant shall password protect any laptop or workstation that contains Confidential Information. Additionally, any laptop or workstation that contains Confidential Information shall have its full hard drive Encrypted. Consultant shall not leave any laptop or workstation unattended without enabling a screen-lock or otherwise blocking access to the laptop or workstation. Consultant shall ensure that no password or other information sufficient to access a laptop or workstation containing Confidential Information is attached to or located near the laptop or workstation at any time.
- viii. Consultant shall store Confidential Information on a proprietary file server that is not shared by other entities including, but not limited to, other departments of the Consultant. Consultant shall ensure the security of the Confidential Information stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, Consultant shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.

11.5 Dissemination of Information: Consultant shall not disseminate any Confidential Information to a third party without the prior written consent of the Board and shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Agreement ("Work Product") without the prior written consent of the Board. Consultant shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or materials, except as may be required by law or with the prior written consent of the Board. If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information which may be in Consultant's possession as a result of Services and/or materials provided under the Agreement, Consultant 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. Consultant 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.

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

11.6 Ownership: Any and all Confidential Information provided by the Board shall at all times be and remain the property of the Board. Any and all intellectual property developed by the Board and/or through the use of the Board's Confidential Information shall at all times be and remain the property of the Board. Consultant agrees that, to the extent permitted by law, any and all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ et seq. To the extent any Work Product does not qualify as a "work for hire," Consultant irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Board. Consultant shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of this Agreement within three (3) business days of demand. In addition, Consultant shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Consultant's possession, such items shall be restored or replaced at Consultant's expense. Consultant represents and warrants to the Board that Consultant, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other proprietary right of any person. Consultant further represents and warrants to the Board that it will not infringe upon any trade secrets or confidential or proprietary information owned by any third party in performing the Services.

11.7 Third-Party Confidential Information and Proprietary Information: Consultant agrees not to utilize, analyze, reverse engineer, or otherwise exploit any third-party Confidential Information or proprietary information in performing the Services regardless of where Consultant obtained the third-party Confidential Information or proprietary information (even if the third-party Confidential Information or proprietary information was provided by the Board) unless Consultant has previously secured the appropriate authorization in writing from such third party. In accordance with the provisions of Section 14 (Indemnification) of this Agreement, Consultant hereby agrees to indemnify and hold harmless the Board against any and all claims related to third-party Confidential Information and proprietary information in connection with or arising out of the acts or omissions of Consultant or its employees, agents, or subcontractors under this Agreement.

11.8 Publication of Research Results: With the prior written approval of the Board, Consultant may publish aggregated data results that do not include any individually identifiable data. Prior to the publication of any data or results from research performed under this Agreement, the Board shall have the right to review and comment on any portion of the publication prior to public dissemination. The Board shall also have the right to redact any portion of the publication for inadvertent disclosures of individually identifiable information or Confidential Information and for Board legal and compliance obligations. Any redactions by the Board shall be final and Consultant agrees that the publication of any material not previously authorized in writing by the Board, including material redacted by the Board, shall be considered a material breach of this Agreement.

11.9 Destruction of Confidential Information: Consultant shall, upon the request of the Board, or if no request is made, upon the termination or expiration of this Agreement, cease using and destroy all Confidential Information furnished by the Board or collected by Consultant in performance under this Agreement. Consultant shall comply with the on demand to destroy all Confidential Information within ten (10) business days of demand. Consultant shall confirm by written affidavit to the Board that Consultant has complied with the Board's request to destroy such items.



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

11.10 Unauthorized Access. If Consultant has knowledge of any unauthorized access and/or use of shared Confidential Information, it shall: (i) notify the Board immediately, which in no event shall be longer than twenty four (24) hours from the Consultant receiving notice of the unauthorized access and use; (ii) take prompt and appropriate action to prevent further unauthorized access or use; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access and use, 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 and use, including, if required under any federal or state law, providing notification to the affected persons. Consultant shall bear the losses and expenses (including attorneys' fees) associated with a breach of Confidential Information 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. The Consultant shall include the Unauthorized Access provision in any and all agreements they execute with subcontractors under this Agreement.

11.11 Press Releases; Publicity; Board Intellectual Property. Consultant shall not issue publicity news releases, grant press interviews, or use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools, during or after the performance or the delivery of Services, nor may Consultant photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board.

11.12 Staff and Subcontractors: Consultant agrees to cause its personnel, staff and subcontractors to undertake the same obligations as agreed to herein by Consultant.

11.13 Injunctive Relief: In the event of a breach or threatened breach of this Section, Consultant 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, Consultant 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.

11.14 Freedom of Information Act: Consultant acknowledges that this Agreement 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 Agreement is subject to reporting requirements under 105 ILCS 5/10-20.40. Consultant further acknowledges that this Agreement shall be posted on the Board's website at [www.cps.edu](http://www.cps.edu).

11.15 Survival: The provisions of this Section shall survive the termination or expiration of this Agreement.

12. Representations and Warranties of Consultant: Consultant 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.

12.1 Licensed Professionals. Consultant 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 Consultant, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

12.2 Compliance with Laws. Consultant is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Illinois School Student

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Consultant is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.

12.3 Good Standing. Consultant 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.

12.4 Authorization. In the event Consultant is an entity other than a sole proprietorship, Consultant 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 Consultant is duly authorized by Consultant and has been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Consultant.

12.5 Financially Solvent. Consultant warrants 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.

12.6 Gratuities. No payment, gratuity or offer of employment was made by or to Consultant in relation to this Agreement or as an inducement for award of this Agreement.

12.7 Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Consultant, are true and correct. Consultant 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.

12.8 Criminal History Records Search. Consultant represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on any and all employees, agents and subcontractors ("Staff") who may have direct, daily contact with CPS students under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the Sex Offender and Child Murderer Community Notification Law, created under Illinois Public Act 94-219, eff. August 2005; and the Child Murderer Violent Offender Against Youth Notification Law, created under Public Act 94-945. Such complete Records Check consists of the following:

- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
- check of the Illinois Sex Offender Registry (IL-SOR), and
- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the Sex Offender and Child Murderer Community Notification Law, or the Child Murderer Violent Offender Against Youth Notification Law, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Consultant understands and agrees that it shall not allow any of its employees or subcontractors to have direct, daily contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

If Consultant is an individual, Consultant represents and warrants that Consultant is in compliance with Section 5/34-18.5 of the Illinois School Code as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Consultant agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Consultant, all at Consultant's expense.

It is understood and agreed that Consultant's non-compliance with this Section 12.8 will constitute a material breach of this Agreement, and the Board also will have the right to withhold payments due hereunder until Consultant remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

12.9 Research Activities and Data Requests. Consultant acknowledges and agrees that it does not have the authority to conduct research activities in the Chicago Public Schools or use Confidential Information for research purposes pursuant to this Agreement. Consultant acknowledges and agrees that in the event Consultant seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Consultant shall comply with the Board's Research Study and Data Policy (10-0728-PO9) adopted on July 28, 2010, as may be amended from time to time. Consultant acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Accountability Officer or his/her designee.

12.10 Prohibited Acts. Within the three (3) years prior to and as of the effective date of this Agreement, Consultant 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.

12.11 Compliance with Grant. In performing its responsibilities under this Agreement, the Consultant shall fully comply with the regulations and cost principles, including subsequent amendments, set forth in the Board's Grant proposal and the Grant requirements, which are incorporated herein as if set forth in their entirety.

13. Independent Contractor: It is understood and agreed that the relationship of Consultant to the Board is and shall continue to be that of an independent contractor and neither Consultant nor any of Consultant's employees shall be entitled to receive Board employee benefits. Consultant is the common law employer of the individuals who perform services for the Board. As an independent contractor, Consultant 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 Consultant is subject to taxes under Section 4980H of the Internal Revenue Code, the Consultant shall be solely responsible for paying such taxes. Consultant agrees that neither Consultant nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Consultant 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.
14. Indemnification: Consultant 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 reasonable 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 arising or alleged to arise out of the acts or omissions of the Consultant, its officers, agents, employees and subcontractors in the performance of this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, patent

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

infringement, or trademark or copyright violation. 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 the Consultant's employees under this Agreement, the Consultant shall indemnify the Board for any such liability.

Consultant 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, the Consultant 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 the Consultant 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 Consultant, 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 Consultant) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Consultant, subject to the right of Consultant 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 Consultant and Consultant shall be 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 Consultant was conducting the defense.

To the extent permissible by law, Consultant 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 Consultant 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 Corporation*, 146 Ill. 2<sup>nd</sup> 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, any other statute or judicial decision.

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

15. **Non-Liability of Board Officials:** Consultant agrees that no Board member, employee, agent, officer or official shall be personally charged by Consultant, 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 Consultant, its members if a joint venture, or any subcontractors.
16. **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 Consultant. The Consultant shall be responsible for any taxes levied or imposed upon the income or business privileges of the Consultant.
17. **Insurance.** Consultant, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Consultant 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. Consultant may elect to self-insure any insurance coverage required herein through a program of self-insurance or Consultant's captive insurance company. Consultant shall submit to the Board satisfactory evidence of such insurance coverage. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

17.1 **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 Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

17.2 **Commercial General Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 (for a minimum of two (2) years following completion), and defense.

17.3 **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.

17.4 **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.

17.5 **Additional Insured.** Consultant shall have its General and Automobile Liability Insurance policies 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 Consultant for any Services if satisfactory proof of insurance is not provided by Consultant 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 West Madison  
Chicago, Illinois 60602

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Consultant'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. Consultant's failure to carry or document required insurance shall constitute a breach of the Consultant's Agreement with the Board. In the event Consultant 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 Consultant. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Consultant under this Agreement.

All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement. The Consultant shall require any subcontractors under

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

this Agreement to maintain comparable insurance naming the Consultant, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The Consultant will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within this Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement, if any, or any limitation that might be placed on the indemnity in this Agreement given as a matter of law.

The Consultant agrees that insurers required herein waive their rights of subrogation against the Board.

Consultant 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. Consultant 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 and 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Consultant 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.  
676 N. LaSalle - Suite 230  
Chicago, IL 60654  
Phone - (312) 494-5709  
Email - [dans@topiarycomm.net](mailto:dans@topiarycomm.net)

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

18. **Audit and Records Retention:** Consultant 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 Consultant with this Agreement. Consultant 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 Consultant 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 Consultant for the cost of such audit.

Consultant shall retain all records relating to Consultant's Services under this Agreement for three (3) 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. Consultant shall 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.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

19. **MBE/WBE Program:** Consultant 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", which is incorporated by reference as if fully set forth herein.
20. **Right of Entry:** Consultant 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. Consultant shall provide advance notice to the Board whenever applicable, of any such intended entry. 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. Consultant 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.
21. **Non-Discrimination:** It shall be an unlawful employment practice for Consultant 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. Consultant 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 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 Consultant's employees or the Consultant's subcontractors' employees.
22. **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.
23. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant 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. Consultant agrees that service of process on the Consultant may be made, at the option of the Board, by either

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

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 Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the Consultant against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

24. **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: Office of Student Health and Wellness  
42 West Madison, Garden Level  
Chicago, IL 60602  
Attn: Sujata Shah  
Email: [sshah15@cps.edu](mailto:sshah15@cps.edu)

with a copy to: Board of Education of the City of Chicago  
General Counsel  
One North Dearborn Street, 9<sup>th</sup> Floor  
Chicago, IL 60602  
Fax: (773) 553-1701

If to Consultant: Northwestern University, Feinberg School of Medicine  
633 N. St. Clair, 18<sup>th</sup> Floor, Room 18-039  
Chicago, IL 60611  
Attn: Michael Fagen, PhD, MPH  
Email: [michael.fagen@northwestern.edu](mailto:michael.fagen@northwestern.edu)

25. **Minimum Wage:** Consultant 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 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: <http://chicityclerk.com/wp-content/uploads/2014/09/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](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.

Consultant 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.



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

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 Consultant'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 Consultant must pay the prevailing wage.

26. **Continuing Obligation to Perform:** In the event of any dispute between Consultant and Board, Consultant 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.
27. **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.
28. **Indebtedness:** The Consultant 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 reference into and made a part of this Agreement as fully set forth herein.
29. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Consultant 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 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.
30. **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.
31. **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.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

32. **Certification of Eligibility.** Consultant 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]. Consultant further certifies 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 (08-1217-PO1), as may be amended from time to time.
33. **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.
34. **Joint and Several Liability.** In the event that Consultant, 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 Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity.
35. **Counterparts and Facsimiles.** 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 facsimile or electronic means shall be considered binding for both parties.

[SIGNATURE PAGE TO FOLLOW]

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

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

BOARD OF EDUCATION OF THE  
CITY OF CHICAGO

By: \_\_\_\_\_

*MBS*  
*Sebastien de Longeaux*  
Sebastien de Longeaux,  
Chief Procurement Officer

NORTHWESTERN UNIVERSITY

By: \_\_\_\_\_

*David E. Lynch 10/8/15*  
Name: David E. Lynch

Title: Executive Director

NU Reference No. SP0035308 NK

Approved as to legal form: *CK*

*Cheryl Colston*  
Cheryl Colston, Acting General Counsel

NPRC No: 15-0303-PRC2

---

**ATTACHMENTS:**

Exhibit A: Scope of Services / Attachment 1

EXHIBIT A  
SCOPE OF SERVICES

Name of Project: CPS/NU HIV/STI Prevention Evaluation

CPS Project Manager: Lara Altman  
Phone: (773) 553-1376 E-Mail: laltman@cps.edu

Consultant's Project Manager: Michael Fagen, PhD, MPH  
Phone: (312) 503-4395 E-Mail: michael.fagen@northwestern.edu

Term: 8/01/2015 through 7/31/2016

---

This Scope of Services will be conducted pursuant to the terms and conditions of that Grant Evaluation Services Agreement ("Agreement") by and between the Board of Trustees of Northwestern University ("Consultant" or "University" or "NU") and the Board of Education of the City of Chicago (the "Board"), commonly known as the Chicago Public Schools ("CPS"). Defined terms used in this Scope of Services and not defined herein will have the same meanings as those ascribed to such terms in the Agreement.

A. SCOPE OF SERVICES:

The CPS Office of Student Health and Wellness ("OSHW") was awarded a \$1.8 Million grant ("Grant") from the Center for Disease Control ("CDC") for *Promoting Adolescent Health Through School-Based HIV/STD Prevention and School-Based Surveillance (the "HIV/STI Prevention Initiative")* in August 2013. The HIV/STI Prevention Initiative aims to improve student health and academic achievement through reduction of HIV/STI health disparities. The HIV/STI Prevention Initiative has four goals: (1) to increase access to exemplary sexual health education ("ESHE") and sexual health related services ("SHS"), (2) to create safe and supportive environments ("SSE"), (3) to raise policy awareness, and (4) to promote the sexual health education policy and related local and state policies that support STI/HIV prevention in Chicago.

The following 18 CPS high schools and 1 CPS elementary school will participate in the HIV/STI Prevention Initiative:

Collins High School	Corliss High School
Crane Med Prep	Fenger High School
Foreman High School	Richards High School
Roosevelt High School	Steinmetz High School
Sullivan High School	TEAM High School
Gage Park High School	Harper High School
Julian High School	Lindblom High School
Manley High School	Mason Elementary
North Lawndale College Prep	Raby High School
Chicago Vocational Career Academy	Chicago International Charter School-Ellison

Per the Grant, the Board must allocate a minimum of 10% of their budget to an evaluation partner each year of the 5-year cooperative agreement. Northwestern (NU) Institute for Public Health and Medicine will provide the grant evaluation services ("Services") required by the Grant.

Northwestern (NU) Institute for Public Health and Medicine ("IPHAM") is the nexus for all public health activities at the Feinberg School of Medicine ("FSM"). The goal of the Institute is to accelerate innovation at the interface of medicine and public health and achieve measurable improvements in health for

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

patients and populations. IPHAM's centers focus on issues that span the spectrum from communities to the individual, and from health behaviors to genetic determinants of disease. Due to their expertise, the NU consultants will assist CPS and its partners with (a) engaging stakeholders, (b) describing the initiative, (c) focusing, designing, and planning the evaluation to align with funding requirements, (d) collecting, managing, analyzing, and reporting evaluation data, and (e) ensuring use of findings and lessons learned. The evaluation team consists of leaders in the field of sexual health policy and programming.

NU will provide the services detailed in the *DASH 1308 Evaluation Plan Local Education Agencies August 2015-July 31, 2016 ("Evaluation Plan")* which is attached hereto as Attachment 1 and incorporated herein and includes.

- o measures
- o data reporting system
- o data sources
- o data collection method
- o data reporting due date
- o data timeline
- o person(s) responsible

NU shall comply with the Evaluation Plan and all reporting deadlines and due dates included in the Evaluation Plan.

**B. KEY PERSONNEL:**

Dr. Michael Fagen, lead of the NU evaluator team, is designated as Key Personnel, as defined in Section 7.2 of this Agreement and considered instrumental to the successful completion of Services under this Agreement. Dr. Michael Fagen is an associate professor in the Department of Preventive Medicine in the Institute for Public Health and Medicine at Northwestern University. He has almost 20 years of experience evaluating school-based health promotion initiatives in CPS and other school districts. Dr. Fagen has served on the Illinois Caucus for Adolescent Health ("ICAH")'s Board of Directors for six years and subsequently led the evaluation of ICAH's sexual health school board policy change initiative for another four years. During this time, Dr. Fagen collaborated with ICAH and CPS to study implementation of its 2006 "Family Life and Comprehensive Sexual Health Education" policy. Previously, Dr. Fagen served as an evaluation coach with the Illinois Violence Prevention authority, working with school personnel to plan and evaluate school-based violence prevention programs. Dr. Fagen has published a number of articles recently on school health promotion, sexual health education and evaluation approaches.

**C. PERFORMANCE MILESTONE/DELIVERABLE SCHEDULE:**

NU will assist CPS in evaluating the four prevention goals, through performance and process measures. Performance and process measures will address the following six (6) evaluation questions:

1. To what extent do schools implement exemplary sexual health education?
2. To what extent do schools improve student access to key youth-friendly sexual health services?
3. To what extent are schools able to create and maintain a safe and supportive environment for students and staff?
4. What is the impact of professional development by school administrator and staff on ESHE, SHS and SSE?
5. How have schools developed safe and supportive school environments for LGBTQ students?
6. To what extent are student risk behaviors impacted by the implementation of EHSE, SHS, and SSE?

**D.**

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**CPS HIV/STI Prevention Initiative Evaluation  
NORTHWESTERN BUDGET: 8/1/15-7/31/16**

Item - Description	\$ Yr. 3	Notes
Evaluation Lead (PI) Salary – 10%	\$14,420	Based on projected \$144,000 salary
Eval. Lead Fringe Benefits – Approx. 29%	4,035	
Northwestern Travel	153	
Evaluation Associate – Approx. 12% FTE	*8,403	Based on projected \$71,000 salary
Eval. Associate Fringe Bens. – Approx. 40%	*3,265	
Business Manager Salary – Approx. 1% FTE	*770	Based on projected \$79,000 salary
Bus. Mgr. Fringe Benefits – Rates Vary Annually	*299	
Conference Reg. – To Present Evaluation Results	*655	Earmarked for Evaluation Associate
<b>Total Budget</b>	<b>\$32,000</b>	

UIC shall invoice NU and NU shall invoice CPS \$8000.00 on quarterly basis, total not to exceed \$32,000.00 over the Term of the Agreement.

**E. OUTCOMES:**

- o Increased # of schools implementing ESHE; decreased sexual risk behaviors reported by students.
- o Increased # of service referrals to partner organizations; increased student knowledge re: HIV/STD, pregnancy Improved school attendance, academic achievement, and parent engagement

# Scope of Services – Attachment 1

## DASH 1308 Evaluation Plan

### Local Education Agencies

### August 2014-July 2018

Agency: Chicago Public Schools Date: 9/18/14

**Section 1 Instructions:** Complete the first three tables below that include all required performance and process measures reported through PERS. These tables have been partially completed for you. Cells that are blank need to be completed by you. Cells that are shaded do not need to be completed.

**1. Evaluation Question:** To what extent do schools implement exemplary sexual health education?

Measures	Data Reporting System	Data Sources	Data Collection Method	Data Reporting Due Dates	Data Timeline	Person(s) Responsible
What specific measure can answer your evaluation question?	What system will be used to report data to CDC?	Who or what is the source of the data?	How will you gather the data? <i>(e.g., questionnaire, document review, interview, focus group, implementation log)</i>	When are data due to CDC?	When will you gather the data to meet CDC required due dates?	Who will lead these evaluation activities?
<b>ESHE Performance Measure 1:</b> Funded LEA has a written MS/HS curriculum framework that reflects ESHE programs	Performance Evaluation Reporting System (PERS)	LEA self-report	Review of: CPS Sexual Health Education K-12 scope and sequence and other relevant documents	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to report data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? <i>(e.g., questionnaire, document review, interview, focus group, implementation log)</i>	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
<u><b>ESHE Performance Measure 2:</b></u> % of priority schools that have implemented ESHE	Profiles TQ6 TQ10 TQ12	Lead Health Educators	Profiles	Biennially, by the end of the school year, 2014, 2016, 2018	January to June of 2014, 2016, 2018	TBD, Dianne Reyes
<u><b>ESHE Performance Measure 3:</b></u> % of priority schools that have implemented sexual health curricula (including EBI if applicable)	PERS	Priority schools	CPS Sexual Health Education Instructor Report <sup>1</sup>	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1	TBD, Dianne Reyes
<u><b>ESHE Performance Measure 4:</b></u> # of MS and HS students in priority schools who received a sexual health curriculum (including EBI if	PERS	Priority schools	CPS Sexual Health Education Instructor Report	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by	TBD, Dianne Reyes

<sup>1</sup> The CPS Sexual Health Education Report is a summary report generated from data collected via an online form completed by all sexual health education instructors upon curriculum implementation. The instructors report the name of the lesson, the date of completion, and the number of students participating in that lesson.



Measures What specific measure can answer your evaluation question?	Data Reporting System What system will be used to report data to CDC?	Data Sources Who or what is the source of the data?	Data Collection Method How will you gather the data? <i>(e.g., questionnaire, document review, interview; focus group, implementation log)</i>	Data Reporting Due Dates When are data due to CDC?	Data Timeline When will you gather the data to meet CDC required due dates?	Person(s) Responsible Who will lead these evaluation activities?
applicable)						
<u><b>ESHE Process Measure 1:</b></u> Funded LEA has assessed its sexual health and/or HIV education policies	PERS	LEA self-report	Advisory Committee meeting summaries of policy documents	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD
<u><b>ESHE Process Measure 2:</b></u> Funded LEA has monitored the implementation of sexual health and/or HIV education policies in priority schools	PERS	LEA self-report	CPS Sexual Health Education Instructor Report	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD, Dianne Reyes

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to report data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? <i>(e.g., questionnaire, document review, interview, focus group, implementation log)</i>	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
<u><b>ESHE Process Measure 3:</b></u> % of priority schools that received assistance on ESHE	PERS	LEA self-report	CPS University (reports on number of trained staff per school) <sup>2</sup>  TA provision tracking tool <sup>3</sup>	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD
<u><b>ESHE Process Measure 4:</b></u> Frequency with which funded LEA received assistance from NGO on ESHE	PERS	LEA self-report	Monthly NGO conference call agendas	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD

<sup>2</sup> This is the CPS online professional development system. Reports can be generated indicating the number of participants in a given PD session.

<sup>3</sup> This will be a new electronic tracking system created to allow all CPS staff who provide any kind of technical assistance to document and log the type of assistance provided, the school, and the frequency and/or duration of said assistance.

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to report data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? <i>(e.g., questionnaire; document review; interview; focus group; implementation log)</i>	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?

**2. Evaluation question: To what extent do schools improve student access to key youth- friendly sexual health services?**

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to reporting data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? <i>(e.g., questionnaire; document review; interview; focus group; implementation log)</i>	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
<b>SHS Performance Measure 1:</b> Funded LEA has a system to refer students to youth friendly off-site providers for key SHS	PERS	LEA self-report	<ul style="list-style-type: none"> <li>Developmental: focus groups with students</li> <li>interviews with staff and providers</li> <li>student secret shopper surveys</li> </ul>	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by	TBD

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to reporting data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? <i>(e.g., questionnaire, document review, interview, focus group, implementation log)</i>	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
			at clinics <u>Maintenance:</u> <ul style="list-style-type: none"> <li>• referral tracking system</li> <li>• referral protocol</li> <li>• resource directory</li> </ul>		9/1.	
<u>SHS Performance Measure 2:</u> % of schools that provide students with on-site services or referrals to healthcare providers for key SHS	Profiles PQ 40 PQ41	School Principals	Profiles	Biennially, by the end of the school year, 2014, 2016, 2018	January to June of 2014, 2016, 2018	TBD
<u>SHS Performance Measure 3:</u> # of referrals made by school staff to youth-friendly off-site providers or SBHCs for ANY of the following key	PERS	Priority schools	Tracking log completed by qualified personnel	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by	TBD

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to reporting data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? <i>(e.g., questionnaire, document review, interview, focus group, implementation log)</i>	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
sexual health services					9/1.	
<b>SHS Process Measure 1:</b> Funded LEA has assessed its SHS-related policies	PERS	LEA self-report	Advisory Committee meeting summaries of policy document review	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.	TBD
<b>SHS Process Measure 2:</b> Funded LEA has monitored the implementation of SHS-related policies in priority schools	PERS	LEA self-report	Priority school team monthly meeting agendas and school action plan	Semi-annually 3/1 and 9/1 each year	Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD,
<b>SHS Process Measure 3:</b> % of priority schools that received assistance on SHS	PERS	LEA self-report	TA provision tracking tool	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by	TBD, Dianne Reyes

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to reporting data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? <i>(e.g., questionnaire, document review, interview, focus group, implementation log)</i>	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
<b>SHS Process Measure 4:</b> Frequency with which funded LEA received assistance from NGO on SHS	PERS	LEA self-report	Monthly NGO conference call agendas	Semi-annually 3/1 and 9/1 each year	9/1.  Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD

**3. Evaluation question: To what extent are schools able to create and maintain a safe and supportive environment for students and staff?**

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to reporting data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? <i>(e.g., questionnaire, document review, interview, focus group, implementation log)</i>	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
<b>SSE Performance Measure 1:</b> Funded LEA prevents bullying	PERS	LEA self-report	Examination and review of relevant district policies	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.	TBD

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to reporting data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? <i>(e.g., questionnaire; document review; interview; focus group; implementation log)</i>	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
and sexual harassment, including electronic aggression					Gather data from 2/1 to 7/31 and report in PERS by 9/1.	
<b>SSE Performance Measure 2:</b> Funded LEA promotes school connectedness strategies	PERS	LEA self-report	Examination and review of relevant district policies	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD
<b>SSE Performance Measure 3:</b> Funded LEA promotes parent engagement strategies	PERS	LEA self-report	Examination and review of relevant district policies	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD, Dianne Reyes

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to reporting data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? (e.g., questionnaire; document review; interview; focus group; implementation log)	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
<b>SSE Performance Measure 4:</b> % of priority schools that prevent bullying and sexual harassment, including electronic aggression	Profiles PQ13 PQ14 PQ15 TQ17  PERS	School Principals and Lead Health Educators  Priority schools	Profiles  School SSE survey <sup>4</sup>	Biennially, by the end of the school year, 2014, 2016, 2018  Semi-annually 3/1 and 9/1 each year	January to June of 2014, 2016, 2018  Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD  TBD
<b>SSE Performance Measure 5:</b> % of priority schools that promote school connectedness strategies	Profiles PQ47 PQ48 PQ49 TQ22	School Principals and Lead Health Educators	Profiles	Biennially, by the end of the school year, 2014, 2016, 2018	January to June of 2014, 2016, 2018	TBD
<b>SSE Performance</b>	PERS	Priority schools		Semi-annually 3/1	Gather data from	TBD

<sup>4</sup> This will be a new survey electronic survey designed for schools to complete to indicate progress on SSE performance measures 4, 6, and 8.



<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to reporting data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? (e.g., questionnaire, document review, interview, focus group, implementation log)	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
<b>Measure 6:</b> % of priority schools that implement school connectedness strategies			School SSE survey	and 9/1 each year	8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD Dianne Reyes
<b>SSE Performance Measure 7:</b> % of priority schools that promote parent engagement strategies	Profiles PO8 PO9 PO11 PO45 PO46 PO50 TQ18	School Principals and Lead Health Educators	Profiles	Biennially, by the end of the school year, 2014, 2016, 2018	January to June of 2014, 2016, 2018	TBD Dianne Reyes
<b>SSE Performance Measure 8:</b> % of priority schools that implement parent engagement strategies	PERS	Priority schools	School SSE survey	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to reporting data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? (e.g., questionnaire, document review, interview, focus group, implementation log)	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
<b>SSE Process</b> <b>Measure 1:</b> Funded LEA has assessed its SSE-related policies	PERS	LEA self-report	Advisory Committee meeting summaries of policy document review	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD
<b>SSE Process</b> <b>Measure 2:</b> Funded LEA has monitored the implementation of SSE-related policies in priority schools	PERS	LEA self-report	Priority school team monthly meeting agendas and school action plan	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD
<b>SSE Process</b> <b>Measure 3:</b> % of priority schools that received assistance on SSE	PERS	LEA self-report	TA provision tracking tool	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD Dianne Reyes

<b>Measures</b> What specific measure can answer your evaluation question?	<b>Data Reporting System</b> What system will be used to reporting data to CDC?	<b>Data Sources</b> Who or what is the source of the data?	<b>Data Collection Method</b> How will you gather the data? <i>(e.g., questionnaire, document review, interview, focus group, implementation log)</i>	<b>Data Reporting Due Dates</b> When are data due to CDC?	<b>Data Timeline</b> When will you gather the data to meet CDC required due dates?	<b>Person(s) Responsible</b> Who will lead these evaluation activities?
<b>SSE Process Measure 4:</b> Frequency with which funded LEA received assistance from NGO on SSE	PERS	LEA self-report	Monthly NGO conference call agendas	Semi-annually 3/1 and 9/1 each year	Gather data from 8/1 to 1/31 and report in PERS by 3/1.  Gather data from 2/1 to 7/31 and report in PERS by 9/1.	TBD

**Section 2 Instructions:** As you plan to conduct additional program evaluation, use the blank table below to enter your evaluation plans. Complete a separate table for each additional evaluation question you are planning to address in your evaluation plan.

**Additional evaluation questions:**

Measures What specific measure can answer your evaluation question?	Data Sources Who or what is the source of the data?	Data Collection Method How will you gather the data? (e.g., questionnaire; document review; interview; focus group; implementation log)	Data Timeline When will you gather the data?	Person(s) Responsible Who will lead these evaluation activities?
<b>Additional evaluation question 1:</b>				
<b>What is the impact of Professional Development by school administrator and staff on SSE?</b>				
a. How do teachers perceive the quality of the SSE Professional Development (PD) sessions provided?				
b. What knowledge do teachers gain from the above-specified PD sessions provided?				
c. To what extent do teachers intend to implement policies/practices following PD sessions?				
Quality of professional development provided, examples of knowledge acquisition, and intent to implement practices regarding ESHE, SHS, and SSE policies	PD recipients	Pre/post surveys measuring quality of PD experience, knowledge acquisition and intent to implement lessons learned	Before and after the participation in PD	UIC and CPS
<b>Additional evaluation question 2:</b>				
<b>How have schools developed safe and supportive school environments for LGBTQ students?</b>				
How school level staff have implemented policies/practices and how TA has facilitated this	Sex education instructors and health facilitators at priority schools	Interviews with a sample of school level staff, CPS staff, and program partners  SSE PD recipient Action Plans	Spring of year 2 and spring of year 4	UIC, CPS: Office of Student Health and Wellness and Office of Social and Emotional Learning
<b>Additional evaluation question 3:</b>				
<b>To what extent are student risk behaviors impacted by the implementation of EHSE, SHS, and SSE?</b>				
Student risk behaviors (number of partners, reported condom use, reported	Student survey data	Youth Risk Behavior Survey data from priority schools	Odd years	UIC and CPS

contraceptive use, % of LGB students who feel unsafe walking to or from school, % of LGB students who have been bullied etc.)				
---	--	--	--	--

**Section 3 Instructions:** Please respond to the questions in the text boxes below for the evaluation activities listed in sections 1 and 2.

**What resources will you need to conduct the evaluation activities described in this evaluation plan?**  
 The human resources include the CPS team, the UIC evaluation team, the STI/HIV Advisory Committee, and the evaluation subcommittee. The time and expertise of the priority school level staff implementing the program will also be important in collecting data. In order to successfully collect data a data management tool will be developed. Existing data collection efforts will be leveraged including YRBS and SHPs.

**How will you use your evaluation findings for continuous program quality improvement?**  
 The relationship between the UIC and CPS teams will provide a foundation for sharing and interpreting findings. Any decisions or follow-up will occur in an iterative fashion through this relationship. Findings will also be shared with the STI/HIV Advisory Committee and similarly utilized to make programmatic decisions.

**Who is responsible for entering performance and process measures data into the Program Evaluation Reporting System (PERS)?**  
 The CPS program team, with the support of the UIC Evaluation Team, will ensure that process and performance measure data is collected and entered into the PERS at the identified time table for submission.

**How will you disseminate evaluation findings to key stakeholders and decision-makers?**  
 We plan to first disseminate findings to key stakeholders at CPS, the STI/HIV Advisory Committee, and the priority schools themselves. When findings are prepared for public dissemination they will be shared at conferences and/or in papers. CPS will share relevant findings with CPS colleagues, the School Board, and strategic partners including Chicago Department of Public Health (CDPH). Findings will be published in the Healthy Chicago Annual Report distributed by CDPH.