

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

SERVICES AGREEMENT
(The University of Chicago)

This SERVICES AGREEMENT ("Agreement") is entered into as of the 1st day of August, 2014 ("Effective Date"), 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 The University of Chicago, a private university, ("University").

RECITALS

A. WHEREAS, the Board desires that University render certain services more fully described herein; and

B. WHEREAS, University 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. **Term:** This Agreement is for a term commencing on the Effective Date and continuing through July 31, 2017 ("Term"), unless terminated sooner as provided herein.
3. **Scope of Services:** University 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 University's fees, shall be documented by a written amendment to this Agreement signed by both parties
4. **Compensation, Payment, Purchase Orders and Duty to Monitor:**
 - 4.1. **Compensation:** The total maximum compensation payable to University under this Agreement during the Term shall **not exceed One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) ("Total Maximum Compensation")**. It is understood and agreed that the Total Maximum Compensation Amount referenced above 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 that the Agreement is terminated prior to the end of the Term, the Board shall only be obligated to pay the fees incurred through the effective date of termination and University shall promptly refund to the Board any payments received for Services and deliverables not provided. Payments shall be made as specified in Section C of Exhibit A.
 - 4.2. **Purchase Orders:** Orders must be on the Board's Standard Purchase Order Form ("PO"). The pre-printed terms and conditions found on the PO shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Agreement. It is understood and agreed that University shall not provide any Services without a valid purchase order. If University provides any Services without a valid purchase order University shall not be entitled to receive any payment for such Services.

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4.3. **Duty to Monitor:** It is the University's responsibility to monitor its Services and invoicing for said Services; and University must monitor its billings to assure that the cost of the provided Services does not exceed the amount specified in the governing Purchase Order. Moreover, it is University's responsibility to assure that the pricing is as specified in Exhibit A.

5. **Billing and Payment Procedures:** All invoices must include a valid Purchase Order number, itemized description of the Services rendered and/or materials delivered, date the Services were rendered, date the materials were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than forty-five (45) days after the expiration or termination of this Agreement. If University has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services and Deliverables provided under this Agreement.

Submit original invoices to:

Chicago Public Schools
Attn: Accounts Payable
PO Box 661
Chicago, IL 60690-0661

Submit a copy to:

Chicago Public Schools
Office of College and Career Success
125 S. Clark St., 12th Floor
Chicago, Illinois 60603
Attn: Will Hobart

6. **Standards of Performance:** University agrees for itself and to cause all of its employees and subcontractors to devote such time, attention, skill, knowledge and professional ability as is necessary to perform the Services effectively and efficiently and in a manner consistent with the best interests of both parties. For purposes of this Agreement, University's employees and subcontractors who provide Services under this Agreement shall collectively be referred to as "Staff." University shall use efficient business administration methods and perform the Services in a reasonably and economical manner so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that the Services performed by Staff are efficiently and cost-effectively delivered. University shall retain and utilize sufficient Staff to assure the effective and efficient performance of Services. University shall perform all Services to the reasonable satisfaction of the Board. Any review, approval, acceptance of Services or deliverables or payment for any of the Services does not relieve University of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables.
7. **Personnel:** University must assign and maintain during the Term of this Agreement and any renewal thereof an adequate Staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. University agrees to remove any of its Staff or subcontractor's Staff from performing Services if the Board, in its sole discretion, believes that such individual is not performing acceptably or is endangering the safety or welfare of any CPS student. University further agrees to bear any cost associated with the removal of such person.
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 University 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 University except that no payment shall be made or due to University under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.
9. **Events of Default and Remedies:**

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- 9.1 Events of default ("**Events of Default**") include, but are not limited to, the following:
- A. Any material misrepresentation by University in the inducement or the performance of this Agreement.
 - B. Breach of any term, condition, representation or warranty made by University in this Agreement.
 - C. University's failure to perform any of its obligations under this Agreement including, but not limited, to the following:
 - (i) University's action or failure to act which negatively affects the safety and/or welfare of students or Board staff;
 - (ii) University's failure to perform the Services with sufficient personnel or material to ensure the timely performance of Services;
 - (iii) University's failure to timely perform Services;
 - (iv) University's failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer and the Board;
 - (v) University's failure to promptly re-perform Services that were rejected by the Board as incomplete or unsatisfactory within a reasonable time and at no cost to the Board;
 - (vi) University's discontinuance of the Services for reasons within University's reasonable control; and
 - (vii) Failure to comply with any term of this Agreement, including but not limited to, the provisions including insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default.
 - D. Assignment by University for the benefit of creditors or consent by University to the appointment of a trustee or receiver or the filing by or against University of any petition or proceeding under any bankruptcy, insolvency or similar law.
- 9.2. Remedies. The occurrence of any Event of Default by University which University fails to cure within thirty (30) calendar days after receipt of notice given by the Board in accordance with the terms of the Agreement and specifying the Event of Default, or which, in the case of an Event of Default that cannot be reasonably cured within thirty (30) calendar days after notice, University fails to commence and continue diligent efforts to cure, in the sole opinion of the Board, may permit the Board to declare University in default. Whether to declare a default is within the Board's discretion. Written notification of an intention of the Board to terminate the Agreement, in whole or in part, shall be provided and shall be final and effective upon University's receipt of such notice. Upon the giving of such notice to University in the manner provided in the Agreement of its decision to declare a default, the Board may invoke any or all of the following remedies:
- A. The right to take over and complete the supply of Services or any part thereof, by contract or otherwise.
 - 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. The right of the Board to suspend Services during the thirty (30) day cure period if the

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default results from an action or failure to act by University 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 University any and all damages incurred as a result or in consequence of an Event of Default.
- F. Seek Money damages.
- G. The right of the Board to withhold all or part of University's compensation under the Agreement that is due or future payments that may become due under this Agreement.
- H. The right of the Board to deem University non-responsible in future contracts to be awarded by the Board, pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (96-0522-PO2), as may be amended from time to time.

The Board may elect not to declare University 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 University to continue to supply the Services despite one or more Events of Default, University shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board be deemed to have waived or relinquished any of its rights under this Agreement, or at law or equity or by statute.

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 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 Section 10 below (Early Termination).

9.3 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, University shall turn over to the Board or its designee within five (5) business 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 the Services, except that University may keep a copy of such information for its own records.

10. Early Termination and Suspension of Services:

10.1 Early Termination. In addition to termination under the Non-appropriation and Remedies Sections of this Agreement, 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 University 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. Such notice shall comply with the notice provisions of Section 21 (Notices).

After notice is received, University must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred beginning after the effective date of the termination will be paid. Payment for any Services and

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Deliverables actually and satisfactorily performed before the effective date of the termination will be made on the same basis as that is set forth in Section 4 (Compensation and Payment).

University 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.

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

10.2 Suspension of Services. The Board may, upon fifteen (15) calendar day's written notice, request that University suspend supplying Services in whole or part. University shall promptly resume supplying 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 University. This mutually agreed upon equitable extension will address responsibility for the time required for remobilization, including the time to arrange for adequate staffing of the work and any additional costs or expenses actually incurred by University as a result of remobilization.

11. 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.

12. Confidential Information, Dissemination of Confidential Information, Ownership, Survival:

12.1. Confidential Information. In the performance of this Agreement, University may have access to or receive certain information of the Board that is not generally known to others, whether in oral, written, graphic or machine-readable form ("**Confidential Information**"). Examples of such Confidential Information include, but are not limited to: (i) information regarding Board employees, administrative staff, and independent contractors; (ii) information regarding students, in particular student names, student demographic information, student academic and behavior information; and (iii) unpublished information regarding Board business plans, organizational plans and activities. All Confidential Information shall at all times be and remain the property of the Board. University must:

- A. Use Confidential Information only for the sole purpose of providing, monitoring, and improving the Services, and not disclose Confidential Information except to those of its directors, officers, agents, servants, employees, professional advisors or contractors who need to know the Confidential Information for purposes set forth in this Agreement;
- B. Use, and cause all its officers, agents, servants, employees, professional advisors and subcontractors to use, at least the same standard of care in the protection of the Confidential Information as University uses to protect its own confidential information, but in any event such Confidential Information must be protected in at least a commercially-reasonable manner. Notwithstanding the foregoing, it is understood and agreed that protection of Confidential Information is subject to the special requirements of the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA"). Any subcontractors engaged by University in providing Services to the Board are required to assume obligations of confidentiality equal to or greater than the obligations that University has assumed in this Agreement with respect to the Confidential Information;
- C. Not copy or reproduce in any manner whatsoever the Confidential Information without the prior express written consent of the Board, except when required for its own internal use in accordance with this Agreement; and
- D. Not remove the Confidential Information from the Board's offices or network, without the prior express written consent of the Board or its designee.

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Notwithstanding anything to the contrary above, but subject to the provisions of Section 12.2 of this Agreement, University is not required to preserve the confidentiality of any Confidential Information if such Confidential Information (i) was at the time of disclosure in the public domain through no act or omission of University, (ii) was revealed to University by a third party that University had no reason to believe had any confidentiality or fiduciary obligation to the Board with respect to such information, or (iii) was independently discovered or developed by University.

12.2. Transmitting and Storing Confidential Information. University must comply with the following standards when transmitting or storing Confidential Information:

- A. When mailing physical copies of Confidential Information, send the Confidential Information only in a tamper-proof, labeled container with a tracking number and a delivery confirmation receipt;
- B. Mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, or similar media only if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard algorithm with a key of 256 bits or greater ("**Encrypt**");
- C. Encrypt all Confidential Information prior to transmitting it electronically;
- D. Never transmit any unencrypted Confidential Information via e-mail, Blackberry or any other similar device, instant message, or any other unencrypted protocol;
- E. Never send any password or other information with any Encrypted Confidential Information that would be sufficient to allow decryption of Confidential Information;
- F. Keep all physical copies, in every form, of Confidential Information securely locked, or under similar restricted physical access control, to prevent unauthorized access and do not leave Confidential Information unsecured at any time;
- G. Encrypt all Confidential Information stored on electronic media, such as CDs, DVDs, tape, flash drives, similar media and keep all of that media securely locked, or under similar restricted physical access control, to prevent unauthorized access and do not leave Confidential Information unsecured at any time.
- H. Password protect every computer, whether desktop or laptop or other type, that contains Confidential Information and have the full hard drive of that computer Encrypted;
- I. Never leave any computer unattended without enabling a screen-lock or otherwise blocking access to the laptop or computer; and
- J. Never attach to a computer containing Confidential Information, or leave near that computer, any password or other information sufficient to access that computer.

12.3. Dissemination of Confidential Information. University must not disseminate any Confidential Information to a third party other than professional advisors, subcontractors or agents who need to know the Confidential Information for purposes set forth in this Agreement without the prior express written consent of the Board. University must not issue publicity news releases or grant press interviews relating to the Services during or after the performance or delivery of the Services and/or materials, except only as may be required by law or with the prior express written consent of the Board or its designee. If University is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information that may be in University's possession, then University must give notice immediately to the Board and its General Counsel so that the Board has the opportunity to contest such process by any means available to the Board prior to submission of any documents to a court or any other third party. University will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or

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administrative agency with proper jurisdiction, unless the request for production or subpoena is quashed or withdrawn or the time to produce is otherwise extended.

12.4 Ownership of Work Product. "Pre-existing Intellectual Property" means educational and training materials, handouts, exercises, processes, and other written and electronic educational and training materials used or delivered by University personnel in connection with the Services under this Agreement, as well as all pre-existing ideas, creations, inventions, devices, models, tools, algorithms, prototypes, computer programs (source code and object code), processes and copyrightable works owned or created by University or its personnel prior to or apart from the work for the Board under this Agreement. All of this Pre-existing Intellectual Property will remain the property of University. University grants to the Board an irrevocable, non-exclusive, royalty-free license to use such Pre-Existing Intellectual Property for non-commercial and education purposes to the extent necessary to utilize the work product within the Chicago Public Schools for the purposes intended by this Agreement during the Term of the Agreement.

All materials prepared or generated under this Agreement as Deliverables to the Board under the Scope of Services including, without limitation, all 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, in whatever media, but excluding Pre-Existing Intellectual Property (collectively, "**Work Product**") shall at all times be and remain the property of the Board. All Work Product 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 ten (10) calendar days of demand. If any Work Product is lost or damaged while in University's possession, such Work Product shall be restored or replaced at University's expense. The Board grants to University an irrevocable, royalty-free, non-exclusive, perpetual license to use, copy and modify the Work Product for non-commercial and educational purposes.

12.5 Unauthorized Access. If University 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 University 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. The University shall include the Unauthorized Access provision in any and all agreements they execute with subcontractors under this Agreement.

12.6 Destruction of Confidential Information. University 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 University in performance under this Agreement.. University shall comply with the demand issued in accordance with the terms of the Agreement to destroy all Confidential Information within ten (10) business days of demand and shall provide to the Board an affidavit attesting to such destruction.

12.7 Injunctive Relief. In the event of a breach or threatened breach of this Section, University 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, University agrees that the Board shall be entitled to seek 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.

12.8 Freedom of Information Act. University 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

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laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. University further acknowledges that this Agreement shall be posted on the Board's Internet website at www.cps.edu.

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

13. Representations and Warranties of University: University 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.

13.1 Licensed Professionals. If required by law, University 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 University, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

13.2 Compliance with Laws. University 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 Records Act ("ISSRA"), the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment and any others relating to non-discrimination. Further, University is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.

13.3 Good Standing. University 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.

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

13.5 Financially Solvent. University warrants that it is financially solvent, is able to pay all debts as they mature and possesses sufficient working capital to complete all Services and perform all obligations under this Agreement.

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

13.7 Contractor's Disclosure Form. University has completed and executed the Board's Contractor's Disclosure Form. University shall promptly notify Board of any material change in information set forth therein, including, but not limited to, change in ownership or control, and any such change will be subject to Board approval which will not be unreasonably withheld.

13.8 Criminal History Records Search. University 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:

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- 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.

University 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.

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

13.9 Research Activities and Data Requests. University acknowledges and agrees that it is not authorized to conduct any research activities in the Chicago Public Schools or use CPS Confidential Information or data for research purposes in connection with this Agreement. University acknowledges and agrees that in the event University seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, University shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. University 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.

14. **Independent Contractor:** It is understood and agreed that the relationship of University to the Board is and shall continue to be that of an independent contractor and neither University nor any of University's employees shall be entitled to receive Board employee benefits. University is the common law employer of the individuals who perform services for the Board. As an independent contractor, University 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 University is subject to taxes under Section 4980H of the Internal Revenue Code, the University shall be solely responsible for paying such taxes. University agrees that neither University nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. University 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.
15. **Indemnification:** To the extent permitted by law, University 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 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 in connection with or arising out of the negligent or wrongful acts or omissions of University, its officials, agents and employees and subcontractors in the performance of this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement.

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Nothing in this Agreement shall be construed to waive the Board's sovereign immunity. It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law; and this Agreement shall not be construed as seeking to either enlarge or diminish any obligations or duty owed by one party against the other or against a third party.

To the extent permissible by law, University 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 University that may be subject to the Illinois 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. 2d 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, and any other statute or judicial decision

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

16. **Non-Liability of Board Officials:** University further agrees that no Board member, trustee, employee, agent, officer or official will be personally charged by University or subcontractors with any liability or expense or be held personally liable to University or subcontractors under this Agreement.
17. **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 in the Budget 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 University. University shall be responsible for any taxes levied or imposed upon the income or business privileges of University.
18. **Insurance:** University hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the Term of this Agreement adequate coverage for all Services being performed under this Agreement. Coverage under such self-insurance shall be at least as broad as would ordinarily be maintained in a commercial insurance policy inclusive of general commercial, and worker's compensation liability, automobile as applicable and as required by Illinois state law. The coverages and limits furnished by Provider in no way limit the Provider's liabilities and responsibilities 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.
19. **Audit and Document Retention:** University shall permit during normal business hours and mutually agreeable times, and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by University with this Agreement. University shall furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. University and its subcontractors shall maintain their records related to performance of the Services, costs incurred, actual Services performed, and compliance with the reporting requirements of ARRA. Subject to State of Illinois and federal laws regarding the disclosure of student information, and subject to the confidentiality provisions of this Agreement, all records referenced above shall be retained for five (5) years after completion of the Services and shall be subject to inspection and audit by the Board, which shall include the right to copy such records. University shall include in all subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board the same right to inspect and audit said records as set forth herein.
20. **M/WBE Program:** Pursuant to Section 5.2 of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Good and Services Contracts, M/WBE provisions do not apply to universities

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21. **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. All notices shall be deemed received when (i) delivered personally, or (ii) sent by confirmed telex or facsimile (followed by the actual document), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

IF TO THE BOARD: Board of Education of the City of Chicago
Office of College and Career Success
125 South Clark St, 12th Floor
Chicago, Illinois 60603
Attn: Will Hobart

Copy to: General Counsel
Board of Education of the City of Chicago
One North Dearborn, 9th floor
Chicago, IL 60603
Fax: (773) 553-1701

IF TO UNIVERSITY: The University of Chicago
6030 S. Ellis Avenue
Chicago, IL 60637
Attn: Michael R. Ludwig, Associate VP for Research Admin.

22. **Right of Entry:** University 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. University shall provide advance notice to the Board whenever applicable, of any such intended entry, except as such entry is specifically contemplated in Exhibit A. 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. University shall use, and shall cause each of its officers, employees, subcontractors 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.

22.1 **Principal and Authorized Personnel Right to Direct.** The principals and authorized personnel of the Board shall have the authority, as appropriate, to direct University and its subcontractors when performing Services at the School. This direction will not inhibit the University from supplying the Services required by this Agreement.

23. **Non-Discrimination:** It shall be an unlawful employment practice for University 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, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin; 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, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin. University 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.

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§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 Individuals with Disabilities Education Act, 20 U.S.C.A. §1400 *et. seq.*, as amended; the IL Human Rights Act, 775 ILCS 5/1-101, *et. seq.* as amended; the IL School Code, 105 ILCS 5/1-1 *et. seq.*; the IL Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *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.

24. **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 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.
25. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. University 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. University agrees that service of process on University may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in Section 21 above, by registered or certified mail addressed to the office actually maintained by University, or by personal delivery on any officer, director, or managing or general agent of University. If any action is brought by University against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
26. **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.
27. **Indebtedness:** University 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.
28. **Ethics:** No officer, agent or employee of the Board is or shall be employed by University or has or shall have a financial interest, directly, or indirectly, in Services performed under this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy 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.
29. **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.
30. **Waiver:** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and each party reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
31. **Force Majeure:** Neither party shall incur any liability for any failure to perform or delay in performing, any of its obligations contained in this Agreement, where such failure or delay is caused by fire, flood, natural disaster, act of God, riots, wars, act of government, strikes or labor disputes, or any other act or condition beyond the reasonable control of the party in question.

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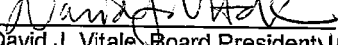

32. **Continuing Obligation to Perform:** In the event of any dispute between University and the Board, University shall expeditiously and diligently proceed with the performance of all of its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.
33. **Information Security Policy:** If at any time, University has access to the Board's computer network, University warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted August 25, 2004 (04-0825-PO3), as amended, during the Term of this Agreement and any renewals thereof.
34. **Debarment Policy:** University acknowledges that, in performing the Services for the Board, University shall not utilize any forms that has been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.
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.
36. **Board Approval:** The execution of this Agreement will be subject to approval by the members of the Chicago Board of Education.

[Signature page to follow]

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

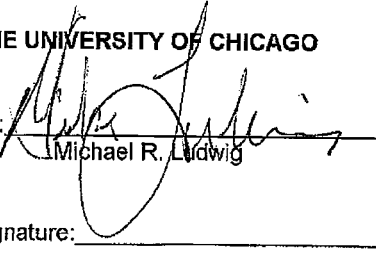
**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

By: 
David J. Vitale, Board President 

Attest: 
Estela G. Beltran, Secretary

Date: 12/17/14

THE UNIVERSITY OF CHICAGO


By: 
Michael R. Ludwig

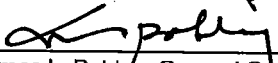
Signature: _____

Title Associate VP for Research Admin

Date: 12/10/14

Board Report No: 14-0723-PR6, 14-1022-AR1-21

Approved as to legal form: 


James L. Bebley, General Counsel

Attachments:

Exhibit A: Scope of Services

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**EXHIBIT A
SCOPE OF SERVICES**

Name of Project: The Success Project

CPS Project Manager: Will Hobart Phone: 773/553-4773 E-Mail: twhobart1@cps.edu

Consultant's Project Manager: Grisel Maldonado Phone: (773) 702-3279 E-Mail: grsiel@uchicago.edu

Term: August 1, 2014 until July 31, 2017

This Scope of Services will be conducted pursuant to the terms and conditions of that Services Agreement ("Agreement") by and between the University of Chicago ("University") 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 will have the same meanings as those ascribed to such terms in the Agreement.

A. SCOPE OF SERVICES:

University of Chicago's UChicago IMPACT ("UChicago IMPACT") has partnered with the Lefkowsky Family Foundation and the Chicago Public Schools to engage ten (10) neighborhood CPS schools serving 6th through 8th grade students to participate in a three-year college success pilot project beginning school-year 2014-2015 and continuing through school-year 2016-2017 ("Project"). The overarching goal of the Project is to assist potential first generation college-bound students to succeed in middle school, high school, and college. The Project will leverage research findings by the Consortium on Chicago School Research (CCSR) focused on improving ninth grade on-track rates and high school success, importing it to the middle grades. The 10 participating schools will be selected based on completion of an application to participate in the Project (the "Project Schools").

UChicago Impact will deliver the following services ("Services") to all CPS students in the Project Schools. The Services provided will not change over the course of the 3 years. The Services provided over the 3 years include:

1. **Success Coordinators.** UChicago Impact will recruit, hire, train, and supervise ten (10) Success Coordinators to provide intensive school-based supports in each Project School for three years. The Success Coordinators will be employees of UChicago Impact. The Success Coordinators will work a full-time schedule (40 hours per week). Success Coordinators will provide instruction to students in sixth, seventh, and eighth grade each week at each of the ten participating CPS schools and will collaborate with each school's principal to determine the appropriate frequency of instruction each week. Success Coordinators will provide, at a minimum, 100 minutes per week in both formal (class) and informal (advisory) instruction to each student. Success Coordinators must have at least a bachelor's and teaching experience is highly preferred.

UChicago IMPACT will:

- a. In partnership with CPS Office of College and Career Success and the Office of Network Support, match and place 10 full-time Success Coordinators in Project Schools for three years
- b. Success Coordinators are the instructional leaders that will provide targeted, weekly instruction at the Project Schools using UChicago Impact's *6to16* curriculum and e-learning modules to all sixth, seventh, and eighth grade students. *6to16* Curriculum will be delivered to students in sixth, seventh, and eighth grade.
- c. Success Coordinators will implement monitoring of on-track data (e.g., attendance, student academic achievement) for all sixth, seventh, and eighth grade students at the Project Schools providing real time, actionable data to teachers, school leaders and key staff.

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d. Success Coordinators will participate in School Leadership Meetings and Instructional

Leadership Team Meetings, as necessary, to guide and inform goal setting and planning.

e. Success Coordinators, in collaboration with school personnel, will support and guide students and parents at the Project Schools through the high school admission process, ensuring all students apply to at least 5 good fit CPS high schools. This includes reviewing student outcome data, providing an in-depth look at all high school options, connecting options to students' areas of academic interests, and ensuring strong parent/guardian engagement.

f. Monitoring and Interventions: In addition to the on-track leading indicators (grades and attendance), Success Coordinators will leverage and monitor qualitative and quantitative CPS data in order to identify students who will require additional support. Success Coordinators will develop specific interventions in the 6to16 classes to meet student needs. Success Coordinators and the Success Project Program Director will have access to the following CPS data in order to implement monitoring of on-track data.

- Current student academic grades in all classes (progress report grades as well as final course grades)
- Current school-year attendance
- "Off-track" lists (as deemed "off-track" by CPS)
- Students eligible for various selective high school programs (includes selective enrollment, IB, magnet) + record of students who have applied (if this data is held by CPS) -- NOTE: This data is housed on Dashboard.
- Students who have taken testing for CPS high schools (any CPS has record of) NOTE: This data is housed on Dashboard.
- The high school each student ultimately attends (this need not be updated until end of year/summer)

2. **Professional Development:** UChicago Impact will provide ongoing professional development and school-based support to ensure fidelity of implementation.
3. **6to16 Curriculum:** UChicago Impact will provide the Project Schools with its 6to16 high school and college-readiness curriculum. The curriculum was developed by UChicago Impact and includes a set of online learning experiences that give students the beliefs, knowledge, skills, and support to successfully complete high school and college. 6to16 begins in the sixth grade and provides students the support needed to continue through middle school, high school, and the four years of college (16th grade). UChicago Impact will coordinate with each of the ten participating schools to determine the appropriate number of student licenses required. The Director of Technology and R&D is responsible for the ongoing development, maintenance and training around the UChicago Impact technology platform that will support the curriculum delivery for the project and will assist with developing on-track and other analytics to track success outcomes. In addition, this position will liaison closely with schools affiliated with this project to assist with technology troubleshooting, log-ins, etc. Because the Success Coordinators are the core provider of the 6to16 Curriculum, there is no need for other school staff to have access to the 6 to 16 curriculum portal.
4. **Support the high school application process:** In addition to school personnel, Success Coordinators will assist in guiding students and parents through the high school admission process, ensuring all students apply to at least 5 good fit CPS high schools

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B. PERFORMANCE MILESTONE/DELIVERABLE SCHEDULE:

Item #	Milestone/Task/Deliverable Description	Delivery/Performance Date(s)
1	UChicago Impact will recruit ten high-needs CPS neighborhood schools with middle grades (6 th , 7 th and 8 th) to participate in The Success Project for three years (2014-2017)	August 2014 – December 2014
2	UChicago Impact will recruit, hire, train, and supervise ten Success Coordinators to provide intensive school-based supports in each school for three years	August 1, 2014 – July 31, 2017
3	UChicago Impact will support the full integration of the Success Coordinator into each school	January 2015 – June 2015
4	Success Coordinators will deliver state-of-the-art 6to16 curriculum and e-learning modules to all participating schools	January 2015 – July 2017
5	Success Coordinators will support the high school application process, ensuring that middle grades students apply to 5-8 good fight high school options	January 2015 – July 2017
6	UChicago Impact will provide ongoing professional development and school-based support to ensure fidelity of implementation	August 1, 2014 – July 31, 2017
7	Success Coordinators will monitor the on-track status and support every 6th - 8th grade student in the ten pilot schools, providing real time, actionable data to support teachers, school leaders and key staff	August 1, 2014 – July 31, 2017

C. BUDGET AND PAYMENT:

PAYMENT: The Board of Education will pay the University a total amount not to exceed \$600,000.00 a year for three years with the total maximum compensation payable to University not to exceed One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00). A portion of the budget for each year will be used to cover half the costs of the salaries and benefits for ten (10) Success Coordinator FTE positions.

University shall be paid on a monthly basis, upon receipt of a sufficient invoice, in accordance with the invoicing schedule below and in compliance with Title I funding requirements:

FY15 (School year 2014-2015):

Invoice monthly from September 2014-June 2015, invoice amount of \$60,000.00

FY16 (School year 2015-2016):

Invoice monthly from July-June, invoice amount of \$50,000.00

FY17 (School year 2016-2017):

Invoice monthly from July-June, invoice amount of \$50,000.00

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BUDGET:

CPS Budget Worksheet											
Project Begin Date:		8/1/2014		Inflation Rate:		0.03		Fringe Rate:		26.6%	
Project End Date:		7/31/2017						Fringe Rate (Non Benefit Eligible):			
							YEAR 1	YEAR 2	YEAR 3	TOTAL	
PERSONNEL											
Name	Title	% effort/ hours(x100) per year	Current Salary/rate	Requested Salary	Fringe	Inflation Rate					
Principal Investigator						3%	\$ 2,000	\$ 2,060	\$ 2,122	\$ 6,182	
Project Manager	40 FTE	40%	53,550	21,424	5,599	3%	\$ 24,863	\$ 27,936	\$ 28,775	\$ 81,574	
CCSR Senior Researcher	20 FTE	20%	106,853	21,371	5,685	3%	\$ 27,055	\$ 27,867	\$ 28,703	\$ 83,625	
CCSR Researcher	50 FTE	45%	59,740	27,379	7,283	3%	\$ 34,662	\$ 38,960	\$ 40,119	\$ 113,730	
CCSR data archivist	20 FTE	15%	71,379	10,707	2,848	3%	\$ 13,555	\$ 13,962	\$ 14,380	\$ 41,897	
CCSR Project Assistant III	10 FTE	15%	40,884	7,333	1,950	3%	\$ 9,283	\$ 9,562	\$ 9,848	\$ 28,693	
Student (transcription service)	time/student			1,000		75	3%	\$ 985	\$ 1,107	\$ 1,140	\$ 3,233
	time/student					3%	\$ -	\$ -	\$ -	\$ -	
	time/student					3%	\$ -	\$ -	\$ -	\$ -	
PERSONNEL SUBTOTAL							112,403	121,444	125,087	\$ 358,933	
CONSULTANTS											
Consultant 1										0	
CONSULTANT COST SUBTOTAL							-	-	-	\$ -	
EQUIPMENT											
Server											
Equipment 2											
EQUIPMENT SUBTOTAL							-	-	-	\$ -	
SUPPLIES											
Computers							-0	-0	-0		
Supplies 2							-0	-0	-0		
Supplies 3											
SUPPLIES SUBTOTAL							-	-	-	\$ -	
TRAVEL											
Local travel (parking, mileage)											
Travel Description 1	Trip No.			Cost per trip			-	-	-		
Travel Description 2	Trip No.			Cost per trip			-	-	-		
TRAVEL COST SUBTOTAL							-	-	-	\$ -	
OTHER EXPENSES											
Training / Convening costs										\$ -	
Business Meals/Meeting costs										\$ -	
Printing Exp and supplies										\$ -	
Transcription										\$ -	
Incentives/Honorarium										\$ -	
Teacher Stipends										\$ -	
Transportation (mileage and parking)										\$ -	
Conference Registration										\$ -	
Computers and software										\$ -	
OTHER EXPENSES SUBTOTAL							-	-	-	\$ -	
SUBCONTRACTS											
Subcontract 1	UChicago Impact						487,597	478,557	474,913	1,441,067	
Subcontract 2											
Subcontract 3											
SUBCONTRACTS SUBTOTAL							487,597	478,557	474,913	\$ 1,441,067	
TOTALS											
TOTAL DIRECT COSTS							600,000	600,000	600,000	\$ 1,800,000	
INDIRECT COSTS							-	-	-	\$ -	
TOTAL REQUESTED							600,000	600,000	600,000	\$ 1,800,000	

D. DESIRED OUTCOMES:

Short-term Goals

1. Increase the number of students who are on-track in the middle grades..
2. All middle school students apply to no less than 5 good fit high schools
3. Increase the percentage of eligible 8th grade students who apply to selective enrollment schools.
4. Increase 9th grade on-track rates for students from each CPS school that participates in the Project.

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Intermediate Goal

1. All Chicago Public School students in 6th through 8th grade will take *6to16* as a credit bearing course.

Long-Term Goal

1. Increase high school graduation, college enrollment, and college persistence rates.