

**GRANT EVALUATION SERVICES AGREEMENT**

This GRANT EVALUATION SERVICES AGREEMENT ("Agreement") is effective as of the 1<sup>st</sup> day of February, 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 the Board of Trustees of the University of Chicago ("University" or "Vendor"), an Illinois not for profit corporation, for its Crime Lab ("Crime Lab").

**RECITALS**

A. A. The Connect and Redirect to Respect Program ("CRR") is designed identify and connect youth to behavioral interventions;

B. To this end, the Board submitted a Grant application to the Department of Justice ("DOJ" or "Grantor") to receive grant funding to implement the CRR;

C. The Board identified Vendor and Crime Lab in their Grant application to the DOJ; and,

D. The DOJ awarded the Grant to the Board and the Board and Vendor now wish to execute this Agreement which shall define the nature of their relationship, establish pricing, and describe the manner in which the evaluation services shall be provided by the University.

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 of Agreement:** The term of this Agreement will be for a period commencing on February 1, 2015 and ending January 31, 2018 (the "Term").
3. **Scope of Services:** Vendor agrees to provide the services set forth on 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 may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Vendor'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 3 shall survive the expiration or termination of this Agreement.

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

4.1 **Compensation:** Compensation for Services during the Term shall be payable in accordance with the Budget attached hereto and incorporated herein as Section C of Exhibit A, (the "Budget"). The total compensation for the Services to be provided by Vendor during the Term of this Agreement, inclusive of any and all reimbursable expenses specifically identified herein, shall not exceed **Five Hundred Seventy Thousand Dollars (\$570,000.00)**, the "**Maximum Compensation Amount**", without the prior approval of the members of the Board and a written amendment to this Agreement.

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It is understood and agreed that the Maximum Compensation Amount 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 Vendor shall promptly refund to the Board any payments received for Services and deliverables not provided.

**4.2 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 Vendor name and the CPS Purchase Order number. All invoices must include:

- Vendor name and payment address
- Unique invoice number (determined by Vendor)
- 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 no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor 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.

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

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

Any review, approval, acceptance of Services or deliverables or payment for any of the Services by the Board does not relieve Vendor 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 Vendor under this Agreement, at law or inequity. Vendor shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

6. **Personnel:**

6.1 **Adequate Staffing:** Vendor 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. Vendor 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 Vendor is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct the Vendor to remove that person from performing Services under this Agreement.

6.2 **Key Personnel:** Certain individuals employed by Vendor have particular expertise on which the Board is relying ("Key Personnel"). Vendor 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 Vendor or otherwise become unavailable for reasons beyond Vendor's reasonable control, Vendor 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 on Exhibit A, which is attached hereto and made a part of this Agreement.

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

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

8.1 **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 Vendor 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, Vendor must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after 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.

Vendor 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.

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

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

8.3 **Vendor Events of Default.** Events of default ("Events of Default") include, but are not limited to, the following:

- a) Any material misrepresentation by Vendor in the inducement or the performance of this Agreement.
- b) Breach of any term, condition, representation or warranty made by Vendor in this Agreement.
- c) Failure of Vendor 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 Vendor'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) Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff; and
- e) Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law.

8.4 **Remedies.** The occurrence of any Event of Default which Vendor fails to cure within thirty (30) 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, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Vendor in default. Whether to declare Vendor 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 Vendor's receipt of such notice or 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, Vendor 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.
- 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

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action or failure to act by Vendor 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 Vendor 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 Vendor's compensation under this Agreement that is due or future payments that may become due under this Agreement.
- h) Deem Vendor non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Vendor 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 Vendor 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 Vendor to continue to provide the Services despite one or more Events of Default, Vendor 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 8.1 above.

**8.5. 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, Vendor 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 Vendor may keep a copy of such information for its own records.

**9. 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.

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

**10.1 Confidential Information.** In the performance of this Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Vendor acknowledges that Confidential Information includes, but is not limited to,

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proprietary information, copyrighted material, educational records, student data, employee data, information relating to health records, and other information of a personal nature. Vendor 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. Vendor shall use at least a commercially reasonable standard of care in the protection of the Confidential Information of the Board. Upon the expiration or termination of this Agreement, Vendor shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Board along with all copies thereof in its possession including copies stored in any computer memory or storage medium.

10.2 Dissemination of Information. Vendor shall not disseminate any information obtained in performance or delivery of Services and/or Materials for the Board to a third party without the prior written consent of the Board except as provided herein. Vendor shall be permitted to publish on the information it obtains in performance or delivery of Services in academic publications and the like. Vendor publications shall not include identifiable data of individual students or schools without prior permission of the Board and any publication shall be in compliance with the Family Educational Rights and Privacy Act of 1974. In the event of such publication, Vendor shall provide the Board with a copy of the manuscript at least thirty (30) days before submission for the Board's review and comment and Vendor shall consider any Board comments in good faith. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information and/or Work Product which may be in Vendor's possession as a result of Services and/or Materials provided under this Agreement, Vendor 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. Vendor 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. Vendor shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Vendor under this Agreement.

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

10.4 Ownership. Vendor 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

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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. Vendor shall execute all documents and cooperate with 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 thirty (30) business days of demand. In addition, Vendor shall return the Board's data in the format requested by the Board. Vendor shall retain an internal, noncommercial license to any Work Product for its internal research and education purposes.

10.5 Press Releases; Publicity; Board Intellectual Property. Vendor 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 Vendor photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board.

10.6 Injunctive Relief. In the event of a breach or threatened breach of this Section, Vendor 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, Vendor 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.

10.7 Freedom of Information Act. Vendor 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 5/10-20.44. Vendor further acknowledges that this Agreement shall be posted on the Board's Internet website.

10.8 Survival. The provisions of this Section shall survive the termination or expiration of this Agreement for a period of five (5) years after termination of the Agreement.

11. Representations and Certifications of Vendor: Vendor represents and certifies 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.

11.1 Licensed Professionals. Vendor 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 Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

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

11.3 Good Standing. Vendor 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.

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

11.5 Financially Solvent. Vendor certifies 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.

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

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

11.8 Criminal History Records Check. Vendor represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check conducted on all employees, agents, and subcontractors who may have contact with CPS students (collectively "Staff") in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/101 *et seq.*); and the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 *et seq.*) ("Records Check"). It is understood and acknowledged that contact via text messages, live chats, emails or through any other means shall be considered "contact" for the purposes of this Section. A complete Records Check includes the following:

- (a) Fingerprint-based checks through the Illinois State Police and the FBI;
- (b) A check of the Illinois Sex Offender Registry; and
- (c) A check of the Violent Offender Against Youth Database.

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 *Murderer and Violent Offender Against Youth Registration Act*, 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.

Vendor shall not allow any of its Staff to have contact with a CPS student until a Records Check has been conducted for that person and the results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended. Within fifteen (15) business days before any Staff has contact with any CPS students and on or before the Agreement's anniversary date(s) during the Term and any Renewal Term, Vendor shall submit a written report to CPS's Chief Officer of Safety & Security and/or its Deputy Chief of Network Security ("CPS Safety Officer"). The report shall include at least the following information:



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- 1) the specific method of completing the Records Check;
- 2) the names of each Staff member who satisfactorily passed the Records Check within the quarter before s/he has any contact with a CPS student; and
- 3) the procedure to update each Staff member's Records Check through the Term of the Agreement, including any Renewal Terms (intervals between each Staff member's updates shall not be less than annually).

On a quarterly basis thereafter, Vendor shall: i) periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each Staff member who has contact with students and shall immediately remove any Staff member who may be identified on either registry; ii) provide a written report to CPS's Safety Officer listing the names of all new Staff members who have contact with CPS students and certifying that Records Checks were satisfactorily completed for those individuals before s/he had any contact with CPS students; and iii) provide any other information requested by the Board.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement and any others that Vendor may have with the Board; (ii) immediately terminating this Agreement, in whole or in part, without any further obligation by the Board of any kind; or (iii) seeking liquidated damages..

**11.9 Research Activities and Data Requests.** Vendor acknowledges and agrees that in the event Vendor seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Vendor 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 Officer of the Office of Research, Evaluation and Accountability or his/her designee.

**11.10 Prohibited Acts** Within the three (3) years prior to and as of the effective date of this Agreement, Vendor 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. **Independent Contractor:** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. Vendor is the common law employer of the individuals who perform services for the Board. As an independent contractor, Vendor 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 Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, the Vendor shall be solely responsible for paying such taxes. Vendor agrees that neither Vendor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Vendor 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.
13. **Indemnification:** Vendor 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 gross negligence or willful

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misconduct of the Vendor, 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 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 Vendor's employees under this Agreement, the Vendor shall indemnify the Board for any such liability.

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

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

14. **Non-Liability of Board Officials:** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, 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 Vendor, its members if a joint venture, or any subcontractors.
15. **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 Vendor. The Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of the Vendor.
16. **Insurance.** Vendor, at its own expense, shall procure and maintain a program of self-insurance covering all operations under this Agreement, whether performed by Vendor or by subcontractors. Vendor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

16.1 **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.

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**16.2 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.

**16.3 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.

**16.4 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.

**16.5 Additional Insured.** Vendor's self-insurance will provide coverage for the Board as though the Board were an additional insured thereto. University shall annually submit a letter of self-insurance evidencing all coverage as required hereunder to the address written below: Risk Management

Board of Education of the City of Chicago  
42 W. Madison Street, 2nd Floor  
Chicago, Illinois 60602

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

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement. The Vendor shall require any subcontractors under this Agreement to maintain comparable insurance naming the Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The Vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Vendor in no way limit the Vendor'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 Vendor agrees that insurers waive their rights of subrogation against the Board.

- 17. Audit and Records Retention:** Vendor 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 Vendor with this Agreement. Vendor shall furnish the Board with such information,

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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 Vendor 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 Vendor for the cost of such audit.

Vendor shall retain all records relating to Vendor's Services under this Agreement for five (5) 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. Vendor 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.

18. **MBE/WBE Program:** Vendor 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. Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. Vendor agrees to submit such documentation in connection with the plan as may be requested by the Board.
19. **Right of Entry:** Vendor 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. Vendor 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. Vendor 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.
20. **Non-Discrimination:** It shall be an unlawful employment practice for Vendor 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. Vendor 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

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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 Vendor's employees or the Vendor's subcontractors' employees.

21. **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.
22. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Vendor 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. Vendor agrees that service of process on the Vendor may be made, at the option of the Board, by either 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 Vendor, or by personal delivery on any officer, director, or managing or general agent of the Vendor. If any action is brought by the Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

23. **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: Board of Education of the City of Chicago  
Chief Safety and Security Officer  
42 West Madison Street, Garden Level  
Chicago, Illinois 60602

with a copy to: Board of Education of the City of Chicago  
General Counsel  
One North Dearborn Street, Suite 900  
Chicago, IL 60602  
Fax: (773) 553-1701

If to Vendor: The University of Chicago  
6030 S. Ellis Avenue  
Chicago, IL 60637  
Attn: Michael R. Ludwig  
Fax: 773-702-2142  
Email: io-ura@lists.uchicago.edu

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24. **Minimum Wage:** Vendor 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.

Vendor 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.

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 Vendor'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 or at a 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 Vendor must pay the prevailing wage.

25. **Continuing Obligation to Perform:** In the event of any dispute between Vendor and Board, Vendor 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.
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:** The Vendor 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 the Vendor 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 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 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.
31. **Certification of Eligibility.** Vendor 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]. Vendor 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.
32. **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.
33. **Joint and Several Liability.** In the event that Vendor, 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 Vendor shall be the joint and several obligation or undertaking of each such individual or other legal entity.
34. **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.
35. **Grant Documents:** In performing its responsibilities under this Agreement, Vendor agrees to comply with all provisions included in the Grant application, the Grant Award Letter(s), and/or Notification(s) and in the related Grant Agreement, if any (collectively, "Grant Documents"). Vendor agrees to fully comply with Grantor's cost principals and Grantor's general administrative

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regulations ("Grantor Regulations"), including but not limited to, the specific program regulations that govern the award and administration of any underlying Grants, as amended from time to time. The Grant Documents and Grantor Regulations referenced in this Section 35 are incorporated herein by reference as if set forth in their entirety.

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 *quinn*

By: *Frank M. Clark*  
Frank M. Clark, President

Attest: *Estela G. Beltran 2/19/16*  
Estela G. Beltran, Secretary

By: *Forrest Claypool*  
Forrest Claypool, Chief Executive Officer

Approved as to legal form: *Ronald L. Manner 2/19/16*  
Ronald L. Manner, General Counsel

BOARD OF TRUSTEES OF THE UNIVERSITY OF CHICAGO

By: *[Signature]*  
Name: Michael R. Ludwig  
Title: Associate VP for Research Admin.

**Stefan Jellicoe**  
**Grants & Contracts Manager**  
**Acting on behalf of Michael R. Ludwig**

Board Report No: 15-0128-PR7-1; 15-0422-AR4-26; 15-0624-AR3-21

15-0826-AR2-12; 15-1028-AR1-9

15-1216-AR1-9

**ATTACHMENTS:**

Exhibit A: Scope of Services



EXHIBIT A  
SCOPE OF SERVICES

Name of Research Project: Evaluation of the Connect and Re-Direct to Respect Program

CPS Research Project Manager: Jadine Chou

Phone: 773-553-3030

E-Mail: [jpchou@cps.edu](mailto:jpchou@cps.edu)

University of Chicago Project Manager: Kelly Hallberg

Phone: 773-702-9830

E-Mail: [hallberk@uchicago.edu](mailto:hallberk@uchicago.edu)

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This Scope of Services will be conducted pursuant to the terms and conditions of the Grant Evaluation Services Agreement ("Agreement") 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 Board of Trustees of the University of Chicago ("University" or "Vendor"), an Illinois not for profit corporation, for its Crime Lab ("Crime Lab"). 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**

As the evaluation partner for this grant, the Crime Lab will carry out a multi-faceted research study designed to address the following scientific questions:

- 1) Are there differences in the incidents and students referred to CPS through the social media monitoring reports and typical referral channels?
  - a. The evaluation team will conduct a descriptive analysis of the incidents and students referred to the Gang School Safety Team ("GSST") through the PathAR software versus the current standard practice of referrals based on "tips" received by school administration and staff, police referrals, etc.
  - b. This analysis will document the number of incidents and/or students identified through social media and standard "tips" means and compare using standard statistical tests the characteristics of referrals from each. This will include student demographic characteristics, student behavioral and schooling indicators (e.g. past behavioral incidents in school, number of days missed in school, grades, etc).
  - c. The Crime Lab will also work closely with the Office of Safety and Security ("OSS") and the Office of Social and Emotional Learning ("OSEL") to track school-level statistics related to the number of office referrals, the number of students referred for GSST and/or Tier 2 or 3 services, the number of out of school suspensions or expulsions, the overall school attendance rate, the percentage of students on-track, and school climate surveys. To record broader community outcomes, the Crime Lab will aggregate school-level changes in parent knowledge or perception of youth behavioral issues i.e. gang involvement or social media. Although statistical power is limited in identifying modest differences in these measures across schools, a pilot comparison of these outcomes between schools targeted for the CRR program versus a similar set of schools continuing with status quo referrals will provide important information on whether social media monitoring increases the frequency and changes the type of tips received/found, and on

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the possible impact of these tips on allocation of interventions and eventual outcomes for schools.

- d. Finally, the evaluation team will conduct interviews with GSST providers (both those working with students identified through social media monitoring and standard tips, to understand if and how the data available through social media is more informative in service provision.

2) What is the follow up and interventions used for students identified via social media vs. status quo tips?

- a. The Crime Lab will conduct a descriptive analysis of the follow up for each student referred to the GSST and measure differences in interventions provided for those students referred via PathAR vs. standard tips.
- b. The research will also follow outcomes for youth who receive GSST services referred via these two means to assess differences in outcomes, measured through administrative student records and Chicago Police Department arrest records.

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**B. Performance Milestone/Deliverable Schedule**

Prior to engaging in research activities, the evaluator will draft, submit, and obtain approval from the University of Chicago Institutional Review Board (IRB) and obtain relevant approval from the CPS Research Review Board (RRB) if necessary. We anticipate all approvals will take approximately 2 months to obtain.

The research team will provide data in summary form to CPS twice yearly for inclusion in semi-annual progress reports due to the Department of Justice. As these reports are due to the federal funder on January 31<sup>st</sup> and July 31<sup>st</sup> of each grant year, the evaluator will provide relevant data to CPS by December 31<sup>st</sup> and June 30<sup>th</sup> of each grant year. These data will include available summary statistics for performance measures determined jointly by CPS and the evaluator and will be provided to CPS in a format specified by CPS based on federal reporting requirements (likely a federal performance measures template). A final technical report, detailing all research methodology and findings, and including an executive summary will be submitted to CPS at the end of the grant period. The research team will provide feedback to the CPS Project Director on a quarterly basis through written memos. The evaluation team will also be available to meet in person or communicate via phone and email at mutually agreed upon times to inform the CPS Project Director and her staff as needed.

**C. Budget**

		Y1	Y2	Y3
Kelly Hallberg, PI	5.00%	8,750	9,013	9,283
Roseanna Ander	3.00%	4,500	4,635	4,774
Project Manager (TBN)	50.00%	35,000	36,050	37,132
Data Analyst (TBN)	25.00%	17,500	18,025	18,566
Research Assistant (TBN)	50.00%	22,500	23,175	23,870
Fringe (rate detailed below)	---	23,651	24,361	25,092
<b>Subtotal Personnel</b>		<b>111,901</b>	<b>115,259</b>	<b>118,717</b>
Travel		2,023	1,830	1,536
<b>Subtotal Direct</b>		<b>113,924</b>	<b>117,089</b>	<b>120,253</b>
Indirect costs		66,076	67,911	69,747
<b>Total Project Costs</b>		<b>180,000</b>	<b>185,000</b>	<b>190,000</b>
<b>Fringe Benefit rate</b>		<b>26.80%</b>	<b>26.80%</b>	<b>26.80%</b>

The above budget includes the following line items:

Personnel

*Kelly Hallberg, Principal Investigator (0.60 calendar year month)*, is the Crime Lab's Director of Research. Prior to joining the Crime Lab, Hallberg was a principal researcher at AIR, specializing in program evaluation and policy analysis. Dr. Hallberg will work with the research team to design the data analysis and oversee research methods used in this project.

*Roseanna Ander, Executive Director (0.36 calendar month)* will assist the Project Manager and PI on progress reporting on the project and convening of key stakeholders throughout the project.

*TBN, Project Manager (6.0 calendar months)* will serve as the day-to-day project lead. He/she will have lead responsibility for coordinating with the CPS Project Director and the GSST and will assist the PI to communicate results from the project to external partners, including CPS. He/she will assist the PI with overall project management, including leading tasks such as IRB submissions, planning research team meetings, communicating with participating schools, and preparing reports. He/she will also carry out research field work (data collection).

*TBN, Data Analyst (3.0 calendar months)* will assemble a database of secondary data sources and

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conduct statistical data analysis. He/she will assist the Project Manager with research tasks, including IRB preparation, literature reviews, and report writing.

*TBN, Research Associate (6.0 calendar months)* will assist the PI in report writing, provide research support to the Data Analyst and will assist the Project Manager with securing data agreements and IRB protocols. He/she will also assist the Project Manager with field work data collection.

Fringe Benefits and Inflation Rate

Fringe benefit rates for full-time personnel are calculated at 26.8%, the non-federal fringe benefits rate for full-time university faculty and staff.

Travel

We include travel costs annually to cover research related expenses for personnel to carry out field work (e.g. traveling to schools or meeting with the GSST) as well as local travel to meetings with CPS and other project stakeholders.

Indirect Costs

Indirect costs are charged at 58% of total direct costs per the University of Chicago agreement with DHHS.

Payment Schedule

CPS will make payments of \$47,500.00 on a quarterly basis.

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**D. Outcomes**

The Crime Lab will analyze data on outcomes using administrative data provided by the Chicago Public Schools. Key measures included in the evaluation are the number of office referrals, the number of students referred for GSST and/or Tier 2 or 3 services, the number of out of school suspensions or expulsions, the overall school attendance rate, the percentage of students on-track, and relevant measures in school climate surveys.