

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

TESTING ADMINISTRATION SERVICES AGREEMENT
(Illinois Institute of Technology)

This TESTING ADMINISTRATION SERVICES AGREEMENT ("Agreement") 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 Illinois Institute of Technology ("Consultant" or "IIT").

RECITALS

A. The Board desires that Consultant render certain services and deliverables more fully described herein; and

B. Consultant has demonstrated expertise in providing such services and deliverables, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and provide such deliverables and is desirous of doing so 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 August 23, 2012 ("Effective Date") and continuing through August 22, 2014 ("Term"), unless terminated sooner as provided herein. The Board shall have the option to extend this Agreement for one (1) additional period of two years ("Renewal Term") under the same terms and conditions contained herein.
3. **Scope of Services:** Consultant 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 retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the Services. Any such changes, including any increase or decrease in Consultant's fees, shall be documented by an amendment to this Agreement and signed by both parties.
4. **Compensation and Payment:** Compensation for Services and deliverables during the Term shall be at the fees and pricing for up to 14,999 tests in the 2012-2013 school year and up to 14,999 tests in the 2013-2014 school year as set out in Exhibit B ("Budget") and shall not exceed the maximum amount of **Eight Hundred Twenty Seven Thousand Four Hundred Twelve and 52/100 Dollars (\$827,412.52)** ("Total Maximum Compensation"), with no reimbursement for expenses. Consultant will not be obligated to administer more than 14,999 tests in either school year absent an amendment to the Board Report, which is subject to approval by the Members of the Chicago Board of Education. If the number of tests administered in either school year exceeds 14,999, Consultant shall provide the additional tests at the fees and prices set out in Exhibit B. The compensation for the 2012-2013 school

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

year shall be paid in two installments, and the compensation for the 2013-2014 school-year shall be paid in two installments. The first installment for the 2012-2013 school-year shall be in the amount of **Two Hundred and Three Thousand Four Hundred Thirty Five Dollars and 63/100 (\$203,435.63)** and shall be due within thirty (30) days of execution of this Agreement and upon receipt of a sufficient invoice. The second installment for the 2012-2013 school year shall be the balance, the total of which shall be based upon the range of tests as indicated in Exhibit B, and shall be due in April 2013 upon receipt of a sufficient invoice. The first installment for the 2013-2014 school-year shall be in the amount of **Two Hundred and Ten Thousand Two Hundred Seventy Dollars and 63/100 (\$210,270.63)** and shall be paid in December 2013, upon receipt of a sufficient invoice. The second installment for the 2013-2014 school year shall be the balance, the total of which shall be based upon the range of tests as indicated in Exhibit B, and shall be due in April 2014 upon receipt of a sufficient invoice. Compensation shall be based on actual Services performed and deliverables provided 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 of early termination of this Agreement, the Board shall only be obligated to pay for Services or deliverables rendered up to the date of termination. In no event shall the Board be liable for any costs incurred or Services performed or deliverables provided after the effective date of termination or expiration as provided herein. Consultant shall submit invoices as specified above, referencing this Agreement, with such supporting documentation as may be required by the Board. Payment is contingent without limitation upon Consultant providing said itemized invoices and documentation. The Board shall pay such undisputed invoiced amounts within its normal course of business.

5. **Standards of Performance:** Consultant shall devote, and shall cause all of its staff and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively and efficiently and to the reasonable satisfaction of the Board's Chief Procurement Officer. Consultant shall use efficient business administration methods and perform the Services in the best way and in the most expeditious and economical manner so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Consultant acknowledges and accepts a relationship of trust and confidence with the Board and agrees to cooperate with the Board, and all other persons or entities which may be retained by the Board, in performing Services to further the best interests of the Board.

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

6. **Non-appropriation:** Expenditures not appropriated by the Board in its current fiscal year

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under this Agreement, the Board shall notify Consultant and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated.

7. **Audit and Document Retention:** Consultant shall permit and reasonably cooperate during normal business hours in a periodic audit by Board staff or Board appointed auditors for compliance by the Consultant with the Agreement. Failure of the Consultant to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the Consultant for the cost of such audit. Consultant shall furnish the Board with such information as may be reasonably requested relative to the progress, execution and costs of the Services. Consultant shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Consultant's Services under this Agreement. All records referenced above shall be retained for six (6) years after completion of Services and shall be subject to inspection and audit by the Board. Consultant 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.
8. **Termination:**
 - A. **Termination for Convenience.** If at any time during the Term of this Agreement, the Board determines, in its sole discretion, that the Services provided by Consultant are no longer in its best interest, the Board shall, subject to its obligations under Section 4, have the option to terminate this Agreement upon thirty (30) calendar days written notice to Consultant.
 - B. **Suspension of Services.** The Board may, upon thirty (30) calendar days written notice, request that Consultant suspend Services in whole or part. Consultant shall promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Consultant. Responsibility for any additional costs or expenses actually incurred by Consultant as a result of remobilization shall be determined by mutual agreement of the parties.
 - C. **Consultant Events of Default.** Events of default ("Events of Default") include, but are not limited to, the following:
 - i) Any material misrepresentation by Consultant in the inducement of this Agreement or the performance of Services.
 - ii) Breach of any agreement, representation or warranty made by Consultant in this Agreement.
 - iii) Failure of Consultant to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to, the following:
 - a) Action or failure to act which affects the safety and/or welfare of students or Board staff;

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

- b) Failure to perform in accordance with terms, conditions and specifications of this Agreement;
 - c) Failure to provide any portion of the Services herein at the time fixed for performance and in the manner specified herein;
 - d) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to a reason or circumstances within Consultant's reasonable control;
 - e) Failure to perform the Services in a manner reasonably satisfactory to the Board;
 - f) Failure to promptly re-perform Services within a reasonable time that were reasonably determined by the Board to be incomplete or unsatisfactory;
 - g) Discontinuance of the Services for reasons not beyond Consultant's reasonable control; or
 - h) 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.
- iv) Default by Consultant under any other agreement Consultant may have with the Board.
 - v) Assignment by Consultant for the benefit of creditors or consent by Consultant to the appointment of a trustee or receiver or the filing by or against Consultant of any petition or proceeding under any bankruptcy, insolvency or similar law.

D. **Remedies.** The occurrence of any Event of Default which Consultant fails to cure within thirty (30) calendar days 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 thirty (30) calendar days after notice, Consultant fails to commence and continue diligent efforts to cure, in the sole opinion of the Board, will permit the Board to declare Consultant in default. Whether to declare Consultant in default is within the sole discretion of the Board. If the Board determines to terminate this Agreement, in whole or in part, written notification of such intention shall be provided and shall be final and effective upon Consultant's receipt of such notice. Upon such termination, the Board shall only be obligated to pay for Services or deliverables rendered up to the date of termination. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- i) The right complete the Services or any part thereof, by agreement or otherwise as agent for and at the cost of Consultant either directly or through others. The Consultant shall be liable to the Board for any excess costs incurred by the Board. Any amount due Consultant under this Agreement or any other agreement Consultant may have with the Board may be offset against amounts claimed due by the Board.
- ii) The right to 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.
- iii) The right to suspend Services during the thirty (30) day cure period if the default results from Consultant's action or failure to act which affects the safety and/or welfare of students or Board staff.

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

- iv) The right to specific performance, an injunction or any other appropriate equitable remedy.
- v) The right to receive from Consultant any and all damages incurred as a result or in consequence of an Event of Default.
- vi) The right to money damages.
- vii) The right to withhold all or part of Consultant's compensation under this Agreement.
- viii) The right to deem Consultant non-responsible in future agreements to be awarded by the Board.

If the Board considers it to be in its best interest, it may elect not to declare Consultant in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Consultant to continue to provide the Services despite one or more Events of Default, the Consultant shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights.

The remedies under 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.

E. **Turnover of Documents and Records.** Upon demand of the Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Consultant shall turn over to the Board or its designee within five (5) days of demand, any and all materials, supplies, and equipment owned or purchased by the Board, and any and all completed or partially completed work analyses and data prepared on behalf of the Board under this Agreement; except that Consultant may keep a copy of such information for its own records.

F. **Default by Board.** In the event the Board fails or refuses to make payment due and owing to Consultant pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1-9, then Consultant shall give notice to the Board in accordance with the terms of this agreement and the Local Government Prompt Payment Act demanding such payment. In the event the first installment in the amount of **Two Hundred and Three Thousand Four Hundred Thirty Five Dollars and 63/100 (\$203,435.63)**, as indicated in Section 4 (Compensation and Payment), is not received by IIT within ninety (90) days after the date of execution, then the Consultant may, upon thirty (30) calendar days written notice, suspend Services in whole or part. Consultant shall promptly resume performance of Services upon receipt of the first installment payment. Responsibility for any additional costs or expenses actually incurred by Consultant as a result of remobilization shall be determined by mutual agreement of the parties.

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

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

A. **Confidential Information.** In performance of Services to the Board, Consultant may have access to or receive certain information that is not generally known to others and/or which Consultant acquired due to performance of this Agreement, including but not limited to the name of the test publisher and/or any information that is referenced in section d. below ("**Confidential Information**"). The following information will always be deemed to be Confidential Information: student information (e.g., student names, student demographic information, student academic information, student test data and student discipline history), and employee information (address, phone number, and social security number). Consultant agrees not to use or disclose any Confidential Information without the prior written consent of the Board.

B. **Dissemination of Information.** Consultant agrees not to use or disclose any Confidential Information. Further, Consultant agrees not to use or disclose any other information proprietary or specific to Board, any finished or unfinished originals, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, briefs, drawings, maps, files, records, computer printouts, papers, notes, designs, equipment and product descriptions, or any other records, reports, documents, and materials prepared or generated for the Board as a result of this Agreement ("**Work Product**"), without the prior written consent of the Board. Consultant shall not issue publicity news releases or grant press interviews or disseminate information to third parties, except as may be required by law, during or after the performance of the Services; nor shall Consultant disseminate any information regarding performance of Services for the Board without the prior written consent of the Board. In the event that the Consultant is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any records, data, or Work Product which may be in their possession as a result of Services under this Agreement, Consultant, to the extent permitted by law, shall immediately give notice to the General Counsel of the Board with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or *subpoena* is quashed or withdrawn, or the time to produce is otherwise extended.

C. **Ownership.** All intellectual property, Confidential Information, Work Product, and any and all other records, reports, documents, and materials prepared or generated as a result of this Agreement, shall at all times be and remain the property of the Board. Consultant agrees that, to the extent permitted by law, any Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ et seq. To the extent any Work Product does not qualify as a "work for hire," Consultant irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all copyrights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. 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. In the event any of the above items are lost or damaged while in Consultant's possession, such items shall be restored or replaced at

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

Consultant's expense. However, the foregoing is not intended to apply, and shall not be construed as applying to, any materials supplied by Consultant that are established as having been in existence and owned by Consultant prior to the Effective Date of this Agreement and were not developed pursuant to receipt of compensation from the Board, and all such materials shall be considered proprietary materials owned by Consultant for purposes of this Agreement.

D. **Student Information Confidentiality.** Consultant will not disclose to any other person, firm, corporation or entity, nor use for its own benefit, during or after the term of this Agreement, any pupil records or other personal information about pupils acquired by the Consultant in the course of its providing services hereunder, without written consent of the Board. As to any such records or information, the Consultant will also comply with all formal Board policies and all relevant local state and federal laws including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g; 34 CFR part 99) and the Illinois Student Records Act (105 ILCS 10 et seq.), as may be from time to time amended. The terms of this sub-section shall also apply to Consultant's agents and subcontractors.

E. **Injunctive Relief.** In the event of a breach or threatened breach of this Section, Consultant acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Consultant agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

F. **Freedom of Information Act.** Consultant acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Consultant further acknowledges that this Agreement shall be posted on the Board's Internet website at www.cps.edu

G. **Staff and Subcontractors.** Consultant agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to by Consultant under this Agreement.

H. **Survival.** The provisions of this Section 9 shall survive the termination or expiration of this Agreement.

10. **Representations and Warranties of Consultant:** Consultant represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct (as may be modified from time to time subject to Board approval) during the Term of this Agreement:

A. **Contractor's Disclosure Form.** The disclosures in the Contractor's Disclosure Form submitted by Consultant to the Department of Procurement and Contracts are true and correct. Consultant shall promptly notify the Board of any material change in information set

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

forth therein, including, but not limited to, change in ownership or control. Should the Board not approve of any such change, the Board immediately may, at its discretion, terminate this Agreement.

B. **Licensed Professionals.** Services required by law or by this Agreement to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

C. **Financially Solvent.** Consultant warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.

D. **Technical Accuracy.** Consultant warrants that all Services will be technically accurate and correct.

E. **Compliance with Laws.** Consultant is and shall remain in compliance with all local, State and Federal laws, ordinances, regulations and statutes relating to this Agreement and the performance of Services, including, but not limited to, the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace Act, 41 USC 10/701 et seq. and 30 ILCS 130/1 et seq.; the Family Education Rights and Privacy Act ("FERPA"), the Protection of Pupils Act, and any others referenced in this Agreement. Further, Consultant is and shall remain in compliance with all Board policies and rules. Board rules and policies are available at <http://www.cps.edu/>.

F. **Gratuities.** No payment, gratuity or offer of employment was made to or by Consultant, any of its members if a joint venture or, to the best of Consultant's knowledge, to or by any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Consultant is and shall remain in compliance with all applicable anti-kickback laws and regulations.

G. **Research Activities and Data Requests.** Consultant acknowledges and agrees that in the event Consultant seeks to conduct research activities in any Board school or use Board student data for research purposes, Consultant shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Consultant acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Performance Officer or his/her designee.

H. **Ethics.** No officer, agent or employee of the Board is or will be employed by Consultant or has or will 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 Ethics Policy (11-0525-PO2), adopted May 25, 2011, as may be amended from time to time, which policy is incorporated herein by reference as if fully set forth herein.

I. **Good Standing.** Consultant, each of its joint venture members if a joint venture, and each of its subcontractors, if any, are not in default or have not been deemed by the Board's Chief Purchasing Officer to be in default under any other agreement with the

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

Board during the five (5) year period immediately preceding the effective date of this Agreement, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the effective date of this Agreement.

J. **Authorization.** Consultant has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Consultant is duly authorized by Consultant and has been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Consultant. A signature delivered by facsimile or electronic means will be considered binding for both parties.

K. **Intellectual Property.** In performing and delivering the Services, Consultant will not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party's confidential information; and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to the Agreement; provided that the foregoing shall not apply with respect to any materials or products provided to Consultant by the Board.

L. **Prohibited Acts.** Within three (3) years of the Effective Date of this Agreement, Consultant or any of its members if it is 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.

11. **Independent Contractor:** It is understood and agreed that the relationship of Consultant to the Board is and shall continue to be that of an independent contractor and neither Consultant nor any of Consultant's staff, agents, employees or subcontractors shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Consultant, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Consultant shall be the sole responsibility of Consultant. Consultant agrees that neither Consultant nor its staff or subcontractors shall represent themselves as employees or agents of the Board. Consultant shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.
12. **Indemnification:** To the fullest extent permit under Illinois law, Consultant agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials (the "Indemnified") from and against any and all liabilities, losses, penalties, damages and expenses, including, but not limited to, costs and attorney fees arising out of any and all claims, liens, damages, obligations, actions, suits, judgments or settlements,

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

and/or causes of action, of every kind, nature and character ("Claims") arising or alleged to arise out of the negligent or willful acts or omissions of the Consultant, its officials, agents, employees and/or subcontractors in the performance of this Agreement; except for those Claims arising out of the negligent acts or omissions of Board. This indemnification includes, but is not limited to, any of the foregoing arising from any intellectual property infringement of any sort, including but not limited to patent, copyright, and/or trademark infringement; however, Consultant shall not be obligated to defend, indemnify or hold harmless the Indemnified for a Claim for any such intellectual property infringement to the extent that the Claim arises from or as a result of materials or products provided to Consultant by or on behalf of the Board.

Consultant shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, the Consultant shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Consultant of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Consultant, after receiving written notice, in accordance with Section 29 of this Agreement, of any such proceeding, fails to timely begin the defense of such claim or action, the Board may (without further notice to Consultant), retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Consultant, subject to the right of Consultant to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The reasonable cost and expense of counsel retained by the Board in these circumstances shall be borne by Consultant and Consultant shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Consultant was conducting the defense.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki vs. Cyclops Welding Corporation*, 146 Ill. 2nd 155 91991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

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

13. **Non-Liability of Board Officials:** Consultant agrees that no Board member, employee, agent, officer or official shall be personally charged by Consultant, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Consultant, its members if a joint venture, or any

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

subcontractors.

14. **Insurance Requirements:** Consultant, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Consultant or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service and policies shall not contain non-standard exclusions. Consultant shall submit to the Board satisfactory evidence of insurance coverage prior to the supply of any Services and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements are:
- A. **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 Consultant's employees, with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. The workers' compensation policy shall contain a waiver of subrogation clause;
 - B. **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;
 - C. **Professional Errors and Omissions:** Proposer shall maintain such coverage with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per claim for errors and omissions in conjunction with professional services inclusive of assumption of contractual liability. The policy shall have a retroactive date effective with the commencement of professional services and have an extended reporting period of not less than two (2) years following completion of such professional service.
 - D. **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with any Agreement, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage;
 - E. **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.
 - F. **Additional Insured:** Consultant shall have its General and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Consultant for any Services if satisfactory proof of insurance is not provided by Consultant prior to the performance of any Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
125 S. Clark Street, 7th Floor
Chicago, Illinois 60603

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Consultant's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. Consultant's failure to carry or document required insurance shall constitute a breach of the Consultant's Contract with the Board. In the event Consultant fails to fulfill the insurance requirements of this Contract, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Contract may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Consultant. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Consultant under this Contract.

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

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

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

15. **Non-Discrimination:** It shall be an unlawful employment practice for Consultant or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

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. At all times, Consultant shall remain in compliance with, but not limited to: 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 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.

16. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns; provided, however, Consultant may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.
17. **Entire Agreement; Amendments:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties.
18. **Continuing Obligation To Perform:** In the event of any dispute between Consultant and the Board, Consultant 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.
19. **Survival/Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services by Consultant or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this 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.
20. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles. Consultant irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Consultant agrees that service of process on the Consultant may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in Section 29 below, by registered or certified mail addressed to the office actually maintained by the Consultant, or

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

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

21. **Waiver:** No delay or omission, or series of delays or omissions, by the Board to exercise any right hereunder shall be construed as any type of waiver of any such right, and the Board reserves the right to exercise any such right from time to time as often as may be deemed expedient.
22. **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 during the one year period following expiration or other termination of their terms of office.
23. **Indebtedness:** Consultant agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.
24. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education 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.
25. **Right of Entry:** Consultant, and any of its officers, employees, or agents, performing services shall be permitted to enter upon the site in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board. The Consultant shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. The Consultant shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.
26. **Background Investigations:** Consultant represents and warrants that, at its own cost and expense, it shall have a complete criminal history check ("Records Check") on any and all personnel, staff, agents and subcontractors ("Staff") who may have direct, daily contact with CPS students under this Agreement and 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; the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. A complete criminal history check consists of the following:

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

- 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 of the 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 in 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 law of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois

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

If Consultant is an individual, Consultant represents and warrants that Consultant is in compliance with 105 ILCS 5/34-18.5 et seq., as from time to time amended, and has never been convicted of the offenses enumerated thereunder. Further, Consultant agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Consultant, all at Consultant's expense.

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

27. **Joint and Several Liability:** In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof) then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity.
28. **M/WBE Plan:** Consultant acknowledges that it is familiar with the requirements of the Board's Remedial Plan for Minority and Women Business Economic Participation and agrees to comply with the provisions of such plan.
29. **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; (ii) sent by confirmed facsimile (followed by the actual document); or (iii) one (1) day after deposit

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE BOARD: Angela Gail Washington
Office of Academic Enhancement
125 South Clark Street, 4th Floor
Chicago, Illinois 60603
Fax: (773) 553-2061

Copy to: James L. Bebley, General Counsel
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Fax: (773) 553-1701

IF TO CONSULTANT: Domenica G. Pappas
Illinois Institute of Technology
3300 S. Federal
Chicago, Illinois 60616
Fax: (312) 567-6980

Copy to: General Counsel
Illinois Institute of Technology
10 West 35th Street, Suite 1900-SW
Chicago, Illinois 60616
Fax: (312) 567-6931


30. **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.
31. **Board Approval:** This Agreement is subject to approval of the members of the Chicago Board of Education.

{Signature page to follow}

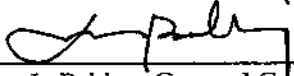
THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: 
Rodrigo A. Sierra, Board Member *90m*

Attest:  2/28/12
Susan J. Narrajos, Assistant Secretary

Approved as to legal form *YMK*

James L. Bebley, General Counsel

Board Report No. 12-0822-PR 11-1


- Attachments:**
Exhibit A - Scope of Services
Exhibit B - Budget
Attachment 1 - Non-Disclosure Agreement

ILLINOIS INSTITUTE OF TECHNOLOGY

By: 

Name: DOMENICA G. PAPPAS, CRA
DIRECTOR
Title: OFFICE OF SPONSORED
RESEARCH & PROGRAMS

Attest:

By: 

Name: ROBERT LAPOINTE,
DEPUTY DIRECTOR
Title: OFFICE OF SPONSORED
RESEARCH & PROGRAMS

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

Exhibit A
SCOPE OF SERVICES
Illinois Institute of Technology

Selective Enrollment Elementary Schools (SEES)

Board's Project Manager: Angela Washington; **E-mail** AGWashington@cps.k12.il.us
Phone: 773-553-2519

Consultant's Project Manager: Domenica G. Pappas; **E-mail** pappas@iit.edu
Phone: 312-567-3035

Term: August 23, 2012- August 22, 2014

This Scope of Services will be conducted pursuant to the terms and conditions of that Testing Administration Services Agreement ("**Agreement**") by and between the Illinois Institute of Technology ("**Consultant**" or "**IIT**") 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.

I. Description of Services

Illinois Institute of Technology Center for Research Services ("**IIT**") will administer the Selective Enrollment Elementary Schools ("**SEES**") admissions test to CPS students applying for kindergarten through eighth grades at CPS Selective Enrollment Elementary Schools, which includes Regional Gifted Centers, Classical Schools, International Gifted Programs, and Academic Centers. The application process is citywide and open to all students to identify gifted and talented students who may benefit from the Board's program models and services. The testing site will be at the Illinois Institute of Technology, as set out below.

IIT will provide the following services ("**Services**") to the Board:

Test Site:

IIT will:

- Schedule testing dates, times and the number of tests that are mutually agreeable to both parties. In the event the parties are unable to mutually agree on testing dates, times and/or number of tests, the dates, times and/or number of tests determined by the Board will control; however the testing dates, times, and/or number of tests are subject to the Consultant's available space and staffing.
- Provide a testing site that is Americans with Disabilities Act (ADA) compliant.
- Provide a comfortable setting that can accommodate parents and students to check in, a waiting area for parents (typically one parent per student), and maintain a clearly defined space that separates examinees from the waiting area for parents.

Personnel

- IIT will engage professional staff, which may include professional or graduate students in an accredited graduate psychology program ("**Staff**") to provide Services pursuant to this Agreement. IIT will ensure that Staff providing Services pursuant to this Agreement have the appropriate licensure and/or certification to practice in the field of psychology. IIT will ensure that the Staff providing Services hereunder possess formal training, expertise, and credentials to administer, score, and interpret select screening measures adhering to principles of ethics and code of conduct (ethics, competence, privacy, confidentiality, test administration, scoring, and interpretation of tests in a

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

responsible manner) put forth by the *Standard for Educational and Psychological Testing* published by the American Educational Research Association, American Psychological Association, and the National Council on Measurement in Education (1999).

- IIT will have personnel available to devote their time, skills, and professional ability efficiently and effectively to perform Services to the Board through the following positions: One (1) Administrative Director; One-Two (1-2) Administrative Leaders; Four (4) PH.D. level faculty in psychology to perform rotating professional training and oversight duties; One (1) Project Manager; One (1) test site supervisor; Two (2) Administrative Assistants to assist the Test Site Supervisor; Approximately twenty (20) test proctors trained by IIT- to be present during test administration, and approximately sixteen to twenty-five (16-25) test administrators who are professional or graduate students in an accredited graduate psychology program.
- Designated staff and graduate students of IIT will be privy to student information for purposes of test administration (e.g., student name, parent name, address, telephone number, test scores, grades, scheduled test time) and will be held accountable for any misuse of data.
- IIT will maintain high security of test information and not disclose the instruments to the public or to those within the university not requiring such information, as so doing may jeopardize the validity of the assessment results.
- IIT Staff members providing Services hereunder will sign a confidentiality/non-disclosure agreement (“NDA”) relative to the confidentiality of student information and test materials and measures utilized. The NDA is attached hereto as **Attachment 1**. IIT agrees that no Staff shall perform testing Services pursuant to this Agreement unless and until that Staff member has signed a NDA. IIT shall be responsible for obtaining all necessary signatures on NDA’s and retain the executed NDA’s for Staff providing Services under this Agreement . IIT shall provide copies of any NDA requested by the Board for any Staff providing Services under this Agreement.

Examiner/Proctor Training

- IIT will make facilities available for Staff training from the execution of the Agreement through November 30, 2012 and from August 1, 2013 through November 30, 2013.
- IIT will make facilities available for student testing from November 1, 2012 through March 31, 2013 and from November 1, 2013 through March 31, 2014. Students will not be scheduled for test sessions on dates on which the IIT campus is closed: Christmas, New Year’s holidays, any Federal holidays and IIT Spring Break. IIT Spring Break for 2013 will run from March 16th through March 15th and IIT Spring Break for 2014 will run from March 15th through March 24th.
- IIT will provide meeting spaces for up to five (5), half day examiner/proctor training sessions between the execution of the Agreement and October 31, 2012, and between August 1, 2013 and October 31, 2013. The training sessions will be administered by Board staff, and must be attended by all IIT Staff directly involved in test administration.
- IIT will provide ongoing training to examiners and proctors involved in the testing process for CPS students to ensure the publisher’s format for the test administration (individual, large group, small group, and students with disabilities) and standardization procedures are strictly enforced.
- IIT will provide on-site daily supervision of all IIT graduate students directly involved in the administration of a test to students.

Test Administration Parameters

- IIT’s test site(s) and Staff will be available from November 8, 2012 through March 1, 2013 and November 1, 2013 through March 1, 2014. Testing will not be conducted on Mondays or Wednesdays due to IIT’s graduate students’ class schedules.
- IIT will provide group testing(s) of approximately eleven thousand (11,000) CPS students, grades kindergarten through seventh, and will provide adequate Staff, space and resources for group testing. IIT will also provide one-on-one testing for approximately three thousand five hundred (3,500) pre-kindergarten students and will also provide adequate Staff, space, and resources for the one-on-one testing.
- IIT will provide one (1) test administrator/supervisor and two (2) proctors per twenty (20) students, minimally, for group testing(s) of grades kindergarten through third grade. IIT will provide one (1) test administrator/supervisor

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

and one proctor per twenty (25) students, minimally for group testing - grades fourth through eighth grade. A larger testing area may permit larger group sizes provided the appropriate student/teacher ratio remains.

- IIT will provide one test administrator/supervisor for individual testing of pre-kindergarten students.

Test Administration

- The Board will select and schedule CPS students to participate in the testing program.
- Assessment instruments will be determined at the Board's discretion.
- All test materials, student identification and shipping labels will be provided to IIT by the Board.
- IIT will ensure that students will be provided the correct examinations according to their grade and age level.
- IIT will administer all tests according to the test publisher's instructions. IIT will provide quality control and will verify that standardized test procedures are followed and processes identified by the Board are consistently followed.
- IIT will administer tests to general education students and students with disabilities whose accommodations and modifications do not require examiners to deviate from the publisher's standardized testing procedures.
- IIT will administer tests to students with disabilities requiring accommodations that do not result in a deviation from standardized procedures (i.e., assignment to an accessible room, preferential seating). IIT will collaborate with CPS to identify accommodations that are within their realm of capacity without violating a student's Individualized Education Program (IEP) or 504 Plan.
- Students with accommodations and modifications that result in a departure from the standardized administration procedures will be tested at IIT by CPS staff or appropriately certificated CPS teachers. With seven (7) calendar days' notice, IIT will provide testing space for students with disabilities at test schedules similar to the general education population.
- IIT will create and maintain all logistical testing aids including directional signs, test instruction posters, bathroom signage, and any other materials related to high quality customer service.

Space

- IIT will provide space to accommodate the approximately fourteen thousand five hundred (14,500) students taking the test(s). IIT will only test students after the application has been processed and CPS has scheduled the students based on the testing grade level. IIT agrees to provide testing dates and times as necessary to accommodate the number of students scheduled to test at a given time that is mutually agreed upon by the parties.
- IIT will provide private space for one-on-one test administration for approximately three thousand five hundred (3,500) pre-kindergarten students, and will provide adequate space for group session testing(s) for approximately eleven thousand (11,000) kindergarten through eighth grade students. Group testing size will vary depending on the grade level(s) being tested.
- IIT will provide classrooms and one-on-one testing spaces that are fully equipped with tables, chairs, desks, and doors (if necessary), and will provide testing environments that are appropriate for ages ranging from pre-kindergarten to eighth grade students.
- With reasonable notice of at least seven (7) days, IIT will provide office space for CPS personnel
- IIT will also provide a secured space for storing approximately fourteen thousand five hundred (14,500) used and unused tests.
- IIT will provide space for CPS examiners and proctors for students with disabilities to administer tests for students with disabilities whose modifications and accommodations as delineated per Individualized Education Program (IEP) or 504 Plan would result in deviation from the standardized instructions. The Board will schedule students with disabilities for testing at IIT with consideration to the least restrictive environment and the space capacity available at IIT.

Scoring and Reporting of Results

- IIT will only score the pre-kindergarten tests from the one-on-one testing sessions. IIT will score the approximately three thousand five hundred (3,500) tests from the one-on-one pre-kindergarten testing sessions either manually or using the Microsoft Windows compatible software and rubrics ("**Scoring Software**") provided by the Board. IIT's

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

use of the Scoring Software will be subject to the terms included in the Limited License Agreement (“**Limited License Agreement**”) IIT will execute prior to receiving and using such Scoring Software. IIT understands and agrees that their use of the Scoring Software is contingent upon execution of the Limited License Agreement. IIT will score such tests within the designated time period from November 8, 2012 through March 8, 2013 and from November 8, 2013 through March 8, 2014.

- IIT will use Scoring Software for individually administered pre-kindergarten tests and will maintain the software in a secured environment. Only authorized personnel will have access to data about students for which they will be responsible. IIT also agrees to keep the name of the test publisher and software confidential and shall not disclose this information to a third party
- Prior to entering test results for pre-kindergarten examinees, IIT will check the scores for accuracy as reporting of the results is the responsibility of IIT.
- Pre-kindergarten scores will be entered into the CPS student assignment system by trained IIT staff.

Record Management

- IIT will print and maintain all master and classroom rosters for CPS students being tested.
- IIT will check students in by verifying their admissions letter onsite prior to testing. IIT will double-check the roster to verify the accuracy of information for CPS students who were administered the test.
- IIT will assure the correct examination has been administered to the correct student by checking the examiner’s roster with the completed test.
- IIT will maintain a log detailing student check-in, room assignment, examiner/proctor(s), and start and end times of testing session(s).
- IIT will report the test status of scheduled students in the student assignment system based on physical evidence of test administration (i.e. test protocol, examiner’s roster).
- IIT will maintain a record of student-related incidents that occur prior to, during, or following a testing period with appropriate notification to CPS and/or parents.
- IIT will maintain a log of any parent/student complaints and issues, how they will be resolved, and an indication of the parents’ level of satisfaction.

Receipt/Storage/Shipping of Materials

- IIT- will keep track of all shipping orders received and inform the Board of the receipt. IIT- will maintain an inventory of supplies and forecast their needs to CPS at least three (3) weeks in advance to prevent a shortage of materials.
- IIT will store test materials in an organized fashion for ease of locating materials. Materials will be kept in a secured location that restricts access to materials by unauthorized Staff and does not permit public access to completed or blank test documents.
- IIT will provide a detailed methodical system for distribution and collection of all test materials.
- IIT will not score the group test(s) for students in grades kindergarten through eighth grade and will ship them to the Publisher for scoring. Prior to shipping of tests, IIT will double check entries or “bubbling” completed by the examinee and/or examiner (i.e. name, birth date, and application identification number). When appropriate, IIT will assure label is affixed to test(s) for accuracy.

IIT will prepare and package group administered tests for scoring. IIT will maintain records that accurately identify the date and names of students whose tests will be shipped for scoring. IIT shall ship the test(s) according to the instructions provided by the Board and in accordance with the shipping schedule provided by the Board.

Security

- IIT will provide constant supervision of CPS students during test administration.

Materials

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

- IIT will provide secured file storage cabinets and closets with locks for the security of approximately fourteen thousand five hundred (14,500) tests, both used and unused.
- By the beginning of June and as directed by CPS, IIT will transfer completed pre-kindergarten entrance exams to CPS through a process that secures transference of the documents consistent with the Board's policies and procedures.

Communication

- The Board will be responsible for informing the parents of selections to programs.
- IIT- will staff a call center to respond to parents' or guardians phone calls to answer questions regarding test interpretation. IIT- will ensure that responses at the call center will be provided in a timely and consistent fashion.
- The call center will be in operation ten days after selection letters have been mailed to parents/guardians. Said call center will be in operation for ten days agreed to and approved by the Board from 9:00 a.m. to 5:00 p.m. Central Standard Time.
- When unable to answer calls, CRS- will ensure responses are provided within 48 hours of the call.

Project Management

- IIT will identify the project manager required to implement this program.
- IIT will work in a collaborative partnership with the CPS Portfolio Office- Access and Enrollment through participation in calls, meetings, and planning sessions as deemed necessary.
- Board contacts will be available to IIT- contacts as necessary.
- IIT- will provide oral and electronic written reports of student related incidents that are of high significance (i.e. student injury, student illness, or student cheating) on the day of the occurrence. IIT will provide bi-weekly electronic status reports of all other student related incidents and the parent survey results..

Facilities Management

- IIT will have janitorial staff who will maintain the facilities that support the testing process inclusive of testing rooms, administrative offices, and restrooms used by staff, students, and parents relative to test administration.

Evaluation

- IIT will distribute and collect surveys to parents on site. Weekly performance metrics via an excel spreadsheet will be provided to CPS. IIT will cooperate with any and all district evaluation activities related to this project.

II. Services/Deliverable Schedule

Services/Deliverable Description	Delivery Dates
Entrance Examination Testing for the 2012-2013 school year will begin November 8, 2012 and will be completed by March 1, 2013. Entrance Examination Testing for the 2013-2014 school year will begin November 7, 2013 and will be completed by March 1, 2014.	November 8, 2012-March 1, 2013 and November 7, 2013-March 1, 2014.
The entrance examination scores for pre-kindergarten examiners will be reported to CPS by the Consultant	Ongoing starting November 8, 2012 and no later than March 8, 2013. The next delivery cycle will begin November 7, 2013 and no later than March 7, 2014.

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE

Operate the call center for responding to the assessment results	Ten days after selections letters have been mailed to parents the call center will operate from 9:00 a.m. to 5:00 p.m. Central Standard Time.
Distribute and collect parent surveys for scheduled group and individual testing sessions.	Ongoing starting one week after the first group or individual testing date until the final scheduled testing session.

Exhibit B

Budget Costs Breakdown

Budget for the 2012- 2013 school year and the 2013- 2014 For Up to 14,999 Student Tests				Budget for the 2012- 2013 school year and the 2013- 2014 For 15,000 to 15,999 Student Tests			
	Role in Project	2012-2013	2013-2014		Role in Project	2012-2013	2013-2014
Personnel		347,871.26	360,951.26	Personnel		352,931.40	366,011.40
Dr. Langlois	Primary Investigator	7,567.65	7,567.65	Dr. Langlois	Primary Investigator	7,567.65	7,567.65
A. Brown - 75% time	Project Mgr -	32,793.15	32,793.15	A. Brown - 75% time	Project	32,793.15	32,793.15
Dr. Marcus - 100% time	Licensed Professional	29,009.33	29,009.33	Dr. Marcus - 100% time	Licensed Profession	30,270.60	30,270.60
Total Staff Cost		69,370.13	69,370.13	Total Staff Cost		70,631.40	70,631.40
Tara Butterfield - campus logistics		2,010.00	2,010.00	Tara Butterfield - campus logistics		2,020.00	2,020.00
20 Test proctors and check in staff / Admin Support @ \$15 to \$20	Student Workers	53,491.13	53,491.13	21 Test proctors and check in staff / Admin Support @ \$15 to \$20	Student Workers	56,280.00	56,280.00
4 PhD faculty supervisors		5,000.00	5,000.00	4 PhD faculty supervisors		6,000.00	6,000.00
Personnel Support for 16 Graduate Student testers		218,000.00	231,080.00	Personnel Support for 16 Graduate Student testers Annual increase of cost for student workers is 6%.		218,000.00	231,080.00
Training		0.00	0.00	Training		0.00	0.00
Test Administration		3,100.00	3,131.00	Test Administration		3,245.00	3,277.45
Security Clearances for 40 people at \$45 per person		1,800.00	1,818.00	Security Clearances for 41 people at \$45 per person plus / Assumes a 1.01 annual increase		1,845.00	1,863.45
Supplies / assumes a 1.01 annual increase in costs.		1,300.00	1,313.00	Supplies / assumes a 1.01 annual increase in costs.		1,400.00	1,414.00
Other Costs		55,900.00	56,459.00	Other Costs		59,075.00	59,665.75
Parking - Free on Sunday for all. Estimated 31 days (usual cost is \$6 per person) can be up to 250 families per day.		6,000.00	6,060.00	Parking - Free on Sunday for all. Estimated 31 days (usual cost is \$6 per person) can be up to 270 families per day.		6,343.00	6,406.43
Increased Janitorial Services to cover increased volume on weekends in washrooms and testing rooms.		7,000.00	7,070.00	Increased Janitorial Services to cover increased volume on weekends in washrooms and testing rooms / Assumes 1.01 annual increase in cost.		7,280.00	7,352.80
Storage space rental (2.5 storage rooms for 5 months).		2,300.00	2,323.00	Storage space rental (2.5 storage rooms for 5 months)/ Assumes 1.01 annual increase in cost.		2,300.00	2,323.00
Facilities Rental - 9 testing rooms, 3 auditoriums and additional large rooms, 4 classrooms, and additional overflow space for parents.		40,000.00	40,400.00	Facilities Rental - 10 testing rooms, 3 auditoriums and additional large rooms, 4 classrooms, and additional overflow space for parents / Assumes 1.01 annual increase in cost.		42,552.00	42,977.52
Audio Visual Equipment Rental for Group Testing.		600.00	606.00	Audio Visual Equipment Rental for Group Testing/ Assumes 1.01 annual increase in cost.		600.00	606.00
Total Request From Funding Agency		406,871.26	420,541.26	Total Request From Funding Agency		415,251.40	428,954.60
Student Test		14,999	14,999	Student Test		15,000	15,000
Per Test Cost		\$27.1265591039	\$28.0379531968	Per Test Cost		\$27.6834266667	\$28.5969733333

Attachment 1

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(the "Confidentiality Agreement")

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") entered into a TESTING ADMINISTRATION SERVICES AGREEMENT ("Agreement") with the Illinois Institute of Technology ("Consultant" or "IIT") to provide testing and related services to the Board in connection with the CPS Selective Enrollment Elementary Schools ("SEES") admissions test (the "Services").

Consultant must maintain a staff of qualified personnel to provide Services hereunder ("Employee"). In providing Services, Employee may have access to or receive certain information that is not generally known to others ("Confidential Information"). Confidential Information shall consist of all information and data furnished by the Board to Consultant, whether in oral, written, graphic or machine-readable form including, without limitation, student, employee and teacher information, technical data, specifications, research, software, trade secrets, discoveries, ideas, know-how, data, computer programs, business information, testing materials, costs and budget figures.

1. Employee understands that he/she will treat the Confidential Information with strictest confidence, and will not use and will not disclose all or any portion of the Confidential Information.
2. Employee understands that the Confidential Information he/she receives shall be used solely for the purpose of providing Services pursuant to the Agreement.
3. Employee understands that he/she shall not have or will not have any financial, economic or beneficial interest, directly or indirectly, which would conflict in any manner or degree with the Services Employee shall provide. If in the course of providing Services, Employee becomes aware of a potential conflict of interest, he/she shall promptly inform the Chief Purchasing Officer of the Board, or his designee, and withdraw from providing Services to the Board.
5. Employee agrees to not retain, copy, photograph, publish, discuss, make notes, nor disseminate in whole or in part in any manner whatsoever, any Confidential Information without the prior written consent of the Board. Upon the conclusion of the Services by Employee, Employee shall return all originals, copies, reproductions and summaries of any Confidential Information to the Board.

I have signed this Confidentiality Agreement as of the date first written below.

Signature: _____

Print Name: _____

Date: _____