

**MASTER AGREEMENT FOR PROFESSIONAL DEVELOPMENT SERVICES  
with Teachscape, Inc.**

This MASTER AGREEMENT FOR PROFESSIONAL DEVELOPMENT SERVICES ("Agreement") is entered into as of the 1<sup>st</sup> day of October, 2014 ("Effective Date") by the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools (the "Board" or "CPS"), and Teachscape, Inc., with principal place of business located at 71 Stevenson Street, San Francisco, CA 94116 (the "Provider").

**RECITALS:**

- A. The Board issued Request for Proposal No. 14-250033 (the "RFP") seeking Providers interested in providing professional development services in support of implementation of the district's top priorities described herein and in the attached Scope of Services;
- B. The Provider responded to the RFP and was selected to provide services in the following area of specialization:

**Instructional Support Aligned to REACH;**
- C. The Board and the Provider now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services will be requested of and furnished by Provider;
- D. The Provider has demonstrated expertise in providing services, has represented that it has the requisite knowledge, skill, experience, and other resources necessary to perform such services, and is desirous of providing such services for the Board; and
- E. The Provider acknowledges that it is not guaranteed or entitled to receive assignment or payments solely by virtue of entering into this Agreement.

NOW THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this Agreement by this reference, and the mutual covenants contained herein, the parties agree as follows:

**1. Term and Options to Renew:**

1.1. Term. This Agreement is for a term commencing on the Effective Date and continuing for three (3) years thereafter, until September 30, 2017 (the "Term"), unless terminated sooner as provided herein.

1.2. Options to Renew: The Board shall have two (2) options to renew this Agreement for a period of one year each on the same terms and conditions contained in this Agreement (each a "Renewal Term"). Exercise of the option shall be subject to approval of the Board and documented by a writing signed by both parties.

**2. Provider Qualification; Scope of Services; Task Orders; Purchase Orders; Delivery of Materials:**

2.1. Services for which Provider has been Selected: As requested by the Board, Provider agrees to provide Services in accordance with the terms and conditions of this Agreement. Based upon CPS's review of Provider's proposal submitted in response to the RFP, CPS selected Provider to provide services in the following category:

This Agreement will be posted on the CPS website.

### **Instructional Support Aligned to REACH.**

**The Provider may not provide services to any CPS entity under this Agreement except in the category listed above.**

2.2. Scope of Services: "Services" as used in this Agreement means the Materials as defined in Section 2.4 below, as well as the services, duties, and deliverables described in this Agreement including but not limited to Exhibit A and Exhibit B, which are attached to and incorporated into this Agreement, and any and all work necessary to complete them or carry them out fully and to the standards of performance required under this Agreement.

The Board retains final authority with respect to all Services-related decisions. The Board, from time to time, may request changes in the scope of Services. Those changes, including any increase or decrease in the Provider's fees, shall be documented in a written amendment to this Agreement signed by the authorized representatives of both parties.

2.3. Task Orders; Purchase Orders: The attached Exhibits A and B describe the various Services that Provider may be asked to perform under this Agreement and the Board's expectations regarding the delivery and performance of such Services, but it does not guarantee that Provider will be assigned any jobs.

If an individual CPS school, network office, or department desires that Provider furnish Services under this Agreement, the authorized representative of said school, network office, or department shall issue a Task Order. Said Task Order shall include, at a minimum, the following information:

- (a) The Services and Deliverables;
- (b) Assigned school, network office, or department;
- (c) Approved period of performance (start and end dates) (the "Period of Performance");
- (d) The maximum compensation for the designated Period of Performance;
- (e) The desired outcome of the Services;
- (f) The applicable purchase order number; and
- (g) The category(ies) for which Provider was selected that cover the Services being provided.

The Task Order must be signed by: (1) the authorized representative from the school (*i.e.*, principal or his/her designee), network office (Network Chief or Deputy Network Chief), or department (responsible officer or his/her designee) requesting Services described in the Task Order; (2) the Board's Program Manager (or his/her designee); and (3) the authorized representative for the Provider. See Exhibit C for a model Task Order.

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The Provider may not include any service in a Task Order for which the Provider has not been selected according to the terms of Section 2.1 above. Pricing for the Services must be consistent with the pricing included in the Schedule of Pricing, which is attached and incorporated into this Agreement as Exhibit D. The Task Order or other summary of Services related to each Purchase Order must be submitted to the Board's Program Manager or his/her designee identified in the Scope of Services for review and approval prior to Provider starting Services. The pre-printed terms and conditions found on the Board's Purchase Order apply to the extent that those terms are not inconsistent with the terms and conditions contained in this Agreement. It is understood and agreed that if Provider furnishes Services without a signed Task Order or other summary of Services that satisfies all of the requirements stated above, including the requirement of the associated Purchase Order, Provider shall not be entitled to receive any payment for such Services. Additionally, the Board shall not be obligated to pay for any Services that exceed the pricing included in the Schedule of Pricing and the maximum compensation provided in the Task Order. Should it be determined by subsequent audit that excess payments were made, the Board shall have discretion to determine how the excess payments shall be settled; e.g., whether through reimbursement or set-off.

2.4. Materials: If the Services provided by the Provider include delivery of goods, supplies, books, guides, handouts, or other materials (collectively "Materials"), then the following provisions apply to the Materials:

(a) Preview Materials. If the Provider will be providing Materials, then the Provider must submit one set of preview Materials to the CPS Program Manager named in the relevant Purchase Order at least 15 business days prior to using those Materials.

(b) Packaging and Shipment and Risk of Loss. Provider shall package and ship all Materials in a commercially reasonable manner. All shipments shall be F.O.B. destination (as indicated on the Board's Purchase Order or some other written notification) with freight and insurance prepaid. The Board may request that shipment be made to any location that the Board designates as a Chicago Public School, a CPS facility, or other location at which Services will be rendered. Any and all deliveries made to a Chicago Public School shall occur between the hours of 8:00 a.m. and 2:30 p.m. and the Provider shall advise carrier of this restriction.

The Board shall have no liability either for any insurance charges not incorporated into the Schedule of Pricing, and freight charges shall be limited to the charges listed in the Schedule of Pricing.

The Board may adjust the Purchase Order shipping destination any time up to 10 business days prior to shipment. The risk of loss and damage to Materials ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all Materials.

(c) Inspection and Out-Of-Box Failures: The Board reserves the right to inspect all Products upon delivery and to perform any test the Board deems necessary to adequately demonstrate that the Products meet all of the specifications, as more

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particularly described in Exhibit A. Products that do not conform to the specifications or that are otherwise damaged must either, at the Board's discretion, be retrieved by Provider (at Provider's expense) for replacement at no charge to the Board, or the Board may cancel that portion of the purchase order relating to the nonconforming Products at no charge to the Board. For any such returned Products, the Board shall either debit or offset from Provider the cost of such Product plus freight, or receive a refund for such, at Board's discretion. The warranty period for any Product replaced pursuant to this Section shall be two (2) years from the date the replaced Product is received by the Board, unless otherwise indicated in the Specifications in Exhibit A.

(d) **Uniform Commercial Code.** In the absence of a governing provision in this Agreement, or if any provision of this Agreement be construed by a court of competent jurisdiction as vague, the corresponding provision of the Uniform Commercial Code, Article 2, shall apply.

(e) The provisions of this Section shall survive the expiration or termination of this Agreement.

2.5. **Pricing:** The Provider's rates and other pricing elements are set forth in the Schedule of Pricing. The rates and other pricing elements are all-inclusive and may not be increased during the Term of this Agreement. Rates or other pricing elements may be discounted as a result of volume or aggregation of Services.

3. **Compensation and Payment:** The aggregate total maximum compensation payable to all Providers shall not exceed the sum authorized by the Board in Board Report 14-0924-PR4 (the "Total Maximum Compensation"), as may be amended. It is understood and agreed that the Total Maximum Compensation Amount referenced above is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Term of this Agreement, and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement. CPS shall reimburse only those expenses that are specifically provided for in the Schedule of Pricing. Provider shall comply with the Board policy regarding Reimbursement of Work-Related Expenses, adopted December 16, 2009 (09-1216-PO4), as may be amended. In the event that the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Provider shall promptly refund to the Board any payments received for Services and deliverables not provided. Payments shall be made as specified in the Schedule of Pricing.

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

4.1. **Billing and Payment Procedures:** All invoices must include a valid Purchase Order number, itemized description of the services rendered and/or materials delivered, date the services were rendered, date the materials were delivered, invoice date, and invoice amount. The Board in its discretion may provide an invoice form or template that the Provider must use. Invoices must be submitted in a timely manner to the address immediately below and to any additional address(es) the Board's Program Manager directs. The final invoice must be submitted no later than 30 days after the expiration or termination of this Agreement. If the Provider has more than one contract with the Board, then separate invoices must be submitted

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for each contract. In addition, if the Provider has more than one Purchase Order with a school or a unit, then separate invoices must be submitted for each Purchase Order. Each invoice must be reviewed and approved by the school or unit that issued the Purchase Order under which the invoice is issued before that invoice is submitted to Accounts Payable at the address below. The Board will process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement.

Invoices to be submitted to:

Chicago Public Schools  
Accounts Payable  
PO Box 661  
Chicago, Illinois 60690-0661

4.2. **Electronic Payments:** The Board, at the Board's sole discretion, may make payment electronically to the Provider for any and all amounts due to the Provider pursuant to this Agreement by means of the Board's procurement charge card account. The Provider recognizes that any change 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. The Provider 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. Provider 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.

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

5. **Standards of Performance:** The Provider must perform all Services required of it under this Agreement with that degree of skill, care, and diligence normally shown by a Provider performing services of a scope, purpose, and magnitude comparable with the nature of the Services to be provided under this Agreement. The Provider acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, the Provider agrees to be held to the standard of care of a fiduciary with respect to that information. Any review, approval, acceptance of Services or deliverables, or payment by the Board for any Services does not relieve the Provider of its responsibility for the professional skill and care and technical accuracy of its Services and deliverables. This provision in no way limits the Board's rights against the Provider under this Agreement, at law or in equity.

The Board has retained the Provider because of the Provider's expertise and that of its professional staff. The members of the Provider's staff must be qualified to perform their respective duties. In

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addition, all members of the Provider's staff must hold and maintain throughout the Term and any Renewal Term, valid certificates and/or licenses from the State of Illinois, as applicable, that authorize those individuals to perform the Services. The Provider agrees to promptly furnish a copy of the license(s) of any and all direct service providers to the Board on request.

Throughout the Term and any Renewal Term, the Provider must maintain and use sufficient staff to assure the effective and efficient operation of its programs. The Provider must cause its staff to devote such time, attention, skill, knowledge, and professional ability as necessary to effectively and efficiently fulfill the Provider's obligations under this Agreement. In addition, the Provider must use strategies, practices, and processes that are supported and recommended in the field to promote professional development. As directed by the Board's Program Manager, the Provider must implement District-recommended evidence-based programs and practices.

6. **Personnel; Criminal History Records Check:**

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

6.2. Criminal History Records Check: Provider represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on all employees, agents, and subcontractors (collectively "Staff") who may have direct, daily contact with CPS students in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/115); the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 et seq.). 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.

Provider understands and agrees that it shall not allow any of its Staff to have direct, daily contact with a CPS student until a Records Check has been conducted for that person and the

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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.

Provider shall periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each Staff member who has direct daily contact with students and shall immediately remove any Staff member who may be identified on either registry.

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

6.3. Account Management: Provider must provide a single point of contact (Account Manager) who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. The awarded Provider shall also be required to have periodic meetings with the Department of Procurement and Contracts personnel for reasonable contract review meetings as well as annual review at a time determined by the Department of Procurement and Contracts. Provider must support the Board with an appropriate number of personnel to meet the Board's needs.

7. Independent Contractor: It is understood and agreed that the relationship of the Provider to the Board is and shall continue to be that of an independent contractor and neither Provider nor any of the Provider's employees shall be entitled to receive Board employee benefits. Provider is the common law employer of the individuals who perform services for the Board. As an independent contractor, Provider is 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 Provider is subject to taxes under Section 4980H of the Internal Revenue Code, the Provider shall be solely responsible for paying such taxes. Provider agrees that Provider, including its employees, agents, and subcontractors shall not represent themselves as employees or agents of the Board. Provider 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.

8. License, Implementation, Hosting, and Support: To the extent that the use of or access to any software is necessary for or a part of the Services received by the Board, regardless of means of delivery including direct distribution, downloadable media, or through access to a website (collectively "Software"), Provider shall assure that the following will apply to such Software:

8.1. License: Provider hereby grants to the Board a non-exclusive, worldwide, nontransferable perpetual, royalty-free (except for fees specified in this Agreement) license to use the Software. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software outside of the CPS except as expressly provided herein. The Software and any accompanying documentation shall at all times remain the sole and exclusive property of Provider. The Board shall not copy or knowingly permit the copying by any third party of the Software (other than for a reasonable number of back-up copies) or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Software except as permitted under this Agreement. The Board shall not make any alterations, additions

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or modifications, create derivative works, decompile, disassemble or reverse engineer the Software without the prior written consent of Provider.

8.2. Permissible Board Actions: Nothing in this Section shall prevent the Board, its employees and representatives from:

- (a) sharing reports and data generated from Provider's Services with other vendors of the Board; and
- (b) disseminating Provider's training materials and data to the Board's vendors who participate in Train the Trainer sessions.

8.3. Implementation of the Software: Provider shall provide installation, configuration, and implementation Services for the Software so that it is accessible through the Board's computer workstations.

8.4. Licensed Users: Provider shall provide a username and password for each licensed user of the Software, if applicable. "Licensed Users" or "Board Users" means those schools, classrooms, or administrators, teachers, and students licensed to access the Software. If the number of Licensed Users is not fixed in this Agreement, then the number of Licensed Users shall be identified in the applicable Task Orders and PO(s).

8.5. Software Maintenance: During the term of this Agreement, Provider shall be solely responsible for maintenance of the Software and its accessibility to the Board.

8.6. Software Support: Provider shall provide the maintenance and support Services to the Board as described in Agreement.

8.7. Controlling Agreement: The Board shall not be bound by the terms and conditions contained in any clickwrap agreement, clickwrap license, clickthrough agreement, clickthrough license, end user license agreement or any other agreement or license contained or referenced in the Software or any quote provided by Provider. Even if a Board user agrees to any agreement or license contained or referenced in the Software or a quote from the Provider, Provider acknowledges and agrees that those terms and conditions null and void and are not binding on the Board. Rather, Provider acknowledges and agrees that the terms and conditions of this Agreement represent the entire agreement of the parties for the Services. No additional terms or conditions shall apply to the Board unless a written amendment to this Agreement is made and signed by both parties and the Board's General Counsel.

8.8. Hosting of the Software and Board Data: Subject to the terms and conditions of this Agreement, Provider shall provide the Board with storage space on, and access to, a computer system with the capability of making the Software accessible by the Board through a secure online means set forth by Provider and approved by the Board's Chief Information Officer ("CIO"), and related materials, facilities and services, in order to host the Software and the Board Data (as further described in the exhibits) and to otherwise make the Software and the Board's data accessible on demand by the Board's designated users (collectively, the "Hosting Services"), where applicable. The Hosting Services shall be included in the term "Services" as that term is defined and used herein.



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8.9. Compatibility and Data Flow: Provider shall ensure that the Hosting Services allows data to flow properly between the Board's computer workstations and the Provider's Software and Services. Provider must ensure that any other resources that are provided by Provider to the Board, incorporated by Provider, or approved or recommended by Provider for use by the Board in connection with the Software and Services, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the "Board Resources"). At all times, Provider must cooperate and work as requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers. Such coordination shall include:

- (a) Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Software and Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution;
- (b) Providing information concerning the Software, Services, data, computing environment, and technology direction used in implementing and the Software and Services;
- (c) Working with the Board's other service providers in the implementation and integration of the Software and Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Software and Services;
- (d) Providing reasonable access to and use of the Software and Services; and
- (e) Performing other reasonable necessary tasks in connection with the Software and Services in order to accomplish the foregoing activities described in this section.

In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the Board's third-party service providers (or by the Board itself), or within the scope of Software and Services provided by Provider, such particular service or function shall be considered to be a part of the Software and Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Provider's Services, as set forth in this Agreement, and it more reasonably would be associated with the scope of Provider's Services than with the scope of the services to be provided by such other service providers. If any of the foregoing requires the disclosure of any proprietary information or confidential information of Provider to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with Board, with terms substantially equivalent to those of this Agreement regarding the protection of Confidential Information.

Provider shall have no obligation under this section to ensure that the Board maintains an active internet connection. Any unavailability of the Software or Services due to the Board's lack of an internet connection, unless such lack of an internet connection is caused by Provider or Provider's Software or Services, shall be the sole responsibility of the Board.

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

10. **Suspension of Service:** The Board may, upon thirty (30) calendar days' written notice, direct Provider to suspend 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 Provider. Responsibility for any additional costs or expenses actually incurred by Provider as a result of remobilization shall be determined by mutual agreement of the parties.

11. **Termination:** The Board may terminate this Agreement or any Task Order in whole or in part at any time for any reason by giving thirty (30) days' written notice to the Provider in accordance with the provisions of the Notice Section.

After notice is received, the Provider 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 in the Compensation and Payment Section and the Schedule of Pricing.

The Provider 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 the Agreement. The Provider shall not be entitled to make any early termination claims against the Provider or the Board to the extent inconsistent with this provision.

12. **Events of Default and Remedies:**

12.1. Events of default ("Events of Default") include without limitation the following:

- (a) Any material misrepresentation by Provider in the inducement or the performance of the Agreement.
- (b) Breach of any term, condition, representation, or warranty made by the Provider in the Agreement.
- (c) Failure of the Provider to perform any of its obligations under this Agreement including without limitation the following:
  - i. Action or failure to act that negatively affects the safety or welfare of students or Board staff;

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- ii. Failure to perform the Services with sufficient personnel or material to ensure the timely performance of Services;
- iii. Failure to timely perform Services;
- iv. Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer of the Board;
- v. Failure to promptly re-perform Services that were rejected by the Board as incomplete or unsatisfactory within a reasonable time and at no cost to the Board;
- vi. Discontinuance of the Services for reasons within the Provider's reasonable control; and
- vii. 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 stated in this Agreement constituting an Event of Default.

(d) Default by the Provider under any other agreement the Provider may have or may enter into with the Board.

(e) Assignment by the Provider for the benefit of creditors or consent by the Provider to the appointment of a trustee or receiver or the filing by or against the Provider of any petition or proceeding under any bankruptcy, insolvency or similar law.

12.2. Remedies: The Board in its sole discretion may declare the Provider in default if the Provider commits an Event of Default. The Chief Procurement Officer may in her or his sole discretion give the Provider an opportunity to cure the default within a certain period of time (the "Cure Period").

The Chief Procurement Officer shall give the Provider written notice of the default either in the form of a cure notice ("Cure Notice") or, if no opportunity to cure is granted a default notice ("Default Notice"). A written default notice shall be final and effective termination of the Agreement upon Provider's receipt of such notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if (1) the Provider fails to effect a cure within the Cure Period given in the applicable Cure Notice, or (2) if the Event of Default cannot be reasonably cured within said Cure Period, Provider fails to commence and continue diligent efforts to cure in the sole opinion of the Board. If the Chief Procurement Officer decides not to terminate, then she or he may decide at any time thereafter to terminate this Agreement in a subsequent Default Notice. The Provider must discontinue all Services unless otherwise specifically directed otherwise in the Default Notice, and the Provider must deliver to the Board all materials prepared or created in the performance of this Agreement, whether completed or in-process.

When this Agreement has been terminated, the Board may invoke any or all of the following remedies:

- (a) Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of the Provider. In such event, the Provider shall be liable to the Board for any excess costs incurred by the Board. Any amount due to the Provider under this Agreement or any other agreement the Provider may have

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with the Board may be offset against amounts claimed due by the Board in exercising this remedy.

(b) Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board.

(c) Seek specific performance, an injunction, or any other appropriate equitable remedy.

(d) Deduct from any money owing to the Provider any and all damages incurred as a result or in consequence of an Event of Default.

(e) Seek money damages.

(f) Withhold all or part of the Provider's compensation under this Agreement that are due or future payments that may become due under this Agreement.

(g) Deem the Provider non-responsible in future contracts to be awarded by the Board, pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended.

The Board may elect not to declare the Provider in default or may elect not to terminate this Agreement. If the Board permits the Provider to continue to provide Services despite one or more Events of Default, the Provider is not relieved of any responsibilities, duties or obligations under this Agreement or of consequences of the Events of Default, and the Board will not 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 remedy is in addition to any other remedies, existing now or hereafter at law, in equity, or by statute. No Board 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 each right and power of the Board may be exercised from time to time and as often as may be deemed by the Board to be expedient.

If the Board's election to terminate this Agreement for default is determined by a court of competent jurisdiction to have been wrongful, then the termination is deemed to be an early termination as described in the Termination Section.

13. **Assignment:** This Agreement is binding on the parties and their successors and assigns. Neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

14. **Confidential Information; Turnover of Documents; Survival:**

14.1. **Confidential Information:** In the performance of the Agreement, Provider may have access to or receive certain information that is not generally known to others ("Confidential Information" or "CPS Data"). Such Confidential Information may include, but is not limited to

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Staff Data, Student Data, School Level Data (each as defined in Section 14.2 below), and volunteer data including, but not limited to: name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, Illinois Standards Achievement Test ("ISAT") scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information, college enrollment records, Free Application for Federal Student Aid ("FAFSA") information; and unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Provider.

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

14.3. Use of Confidential Information: Provider shall:

(a) Only use Confidential Information for the sole purpose of providing the Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information.

(b) Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of FERPA, HIPAA and ISSRA as described in the Compliance with Laws Section.

(c) Any subcontractors engaged by Provider in providing Services to the Board shall be required to assume obligations of secrecy equal to or greater than the obligations that Provider has assumed in this Agreement with respect to the Confidential Information.

(d) Not copy or reproduce in any manner whatsoever the Confidential Information of the Board without the prior written consent of the Board, except where required for its own internal use in accordance with this Agreement.

14.4. Transmitting and Storing Confidential Information: Provider shall:

(a) When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;

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(b) Only electronically transmit or mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, flash drives, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Confidential Information shall only be mailed in accordance with the provisions of Section 14.4(a) above;

(c) Not send, via mail or electronically, any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;

(d) Encrypt any and all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, tape, flash drives, etc. Provider shall not leave Confidential Information in any electronic format unsecured and unattended at any time;

(e) Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Provider shall not leave Confidential Information unsecured and unattended at any time;

(f) Provider shall password protect any laptop or workstation that contains Confidential Information. Additionally, any laptop or workstation that contains Confidential Information shall have its full hard drive Encrypted. Provider shall not leave any laptop or workstation unattended without enabling a screen-lock or otherwise blocking access to the laptop or workstation. Provider shall ensure that no password or other information sufficient to access a laptop or workstation containing Confidential Information is attached to or located near the laptop or workstation at any time.

(g) Provider shall store Confidential Information on a proprietary file server that is not shared by other entities including, but not limited to, other departments of the Provider. Provider shall ensure the security of the Confidential Information stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, Provider shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.

14.5. Dissemination of Information: Provider shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Provider shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or materials, except as may be required by law or with the prior written consent of the Board. If Provider is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information

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which may be in Provider's possession as a result of Services and/or materials provided under the Agreement, Provider 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. Provider 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.

Notwithstanding the foregoing and the provisions of Section 18.8 below, the Board agrees that Provider may use any aggregate data and de-identified student level data provided to the Provider or generated by Provider related to activities under this Agreement for research, norming, and other legitimate educational purposes (i) provided that no individual student is identified as the source of any particular information without the Board's written consent, (ii) provided that all students and Board personnel remain anonymous, and (iii) provided that the Board's Chief Education Officer and the CPS Program Manager receive a preview copy of any and all articles and publications containing such data at least thirty (30) calendar days prior to their publication and that they be given an opportunity to request modifications.

14.6. Return or Destruction of Confidential Information: Provider shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information to the Board within five (5) days of the expiration or termination of this Agreement unless Provider receives permission in writing from the Board's Chief Performance Officer or her designee that Provider may retain certain Confidential Information for a specific period of time. In the event the Board elects to have Provider destroy the Confidential Information, Provider shall provide an affidavit attesting to such destruction.

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

14.8. Injunctive Relief: In the event of a breach or threatened breach of this Section, Provider 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, Provider 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.

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

15. Information Security Policy: If at any time, Provider has access to the Board's computer network, Provider warrants that it is and shall remain in compliance with the Board's Information Security Policy, adopted September 25, 2013 (13-0925-PO3), as amended from time to time.

16. Data Entry and Reporting: Provider agrees to provide to the Board such information regarding its Services as the Board may require from time to time. Provider shall have limited access to, and shall

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be required to use with respect to reporting Services-related data, the software system designated by the Board for that purpose (the "Designated Data Reporting System"). Provider must limit use of the Designated Data Reporting System strictly to employees who receive CPS certification for use of that system. If directed by the Board, Provider must designate by name one or more members of its staff to attend required CPS training regarding the Designated Data Reporting System. The Board may set a schedule by which the Provider's data entry must be entered. Provider's data submittals must be accurate and complete, and time is of the essence for all submittals. Provider's failure to provide submittals that are accurate, complete, and timely shall constitute an Event of Default and, in addition to all remedies otherwise available to the Board under this Agreement, the Board shall be entitled to withhold any payments that may be due hereunder until the Provider cures every Event of Default, including without limitation correction of incorrect data and submission of missing data.

Provider will be entitled to access its own data in the Board's system – as provided by the Board's general standards for use by third-party Providers of the Board's system – but solely for the purposes of providing the Services hereunder.

17. **Intellectual Property**

17.1. **Intellectual Property Defined.** Intellectual Property shall mean all trademarks, trade dress, copyrights and other intellectual property rights in the materials used in the performance of Services under this Agreement.

17.2. **Board's Intellectual Property.** Provider agrees that all Confidential Information, as well as any intellectual property arising therefrom, shall at all times be and remain the property of the Board. The Board's intellectual property shall include specifically any documents and materials produced from cooperation between the Board and Provider. Provider shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to intellectual property rights as defined in this Section. Any documents or materials created by the Board in connection with the Services ("Board Materials"), whether such Board Materials were adapted or reproduced from Provider's materials, or such Board Materials were originally prepared by the Board, shall be and remain the property of the Board. Board Materials shall exclude any and all (i) third party intellectual property, and (ii) pre-existing Provider intellectual property that is delivered to the Board as part of the Services to be provided by Provider hereunder or are imbedded in any Board Material. Upon written agreement between the parties, Provider may be licensed to use the Board's intellectual property for specifically defined uses and terms.

17.3. **Provider's Intellectual Property.** All intellectual property possessed by Provider prior to, created in, or concurrently with the performance of Services under this Agreement shall be and remain at all times "Provider's Intellectual property", provided that none of the Board's Confidential Information is used or disclosed in the Provider's intellectual property. Provider grants to the Board a perpetual, royalty-free, non-transferable license to use Provider's intellectual property for non-commercial, educational purposes.

17.4. **Third Party Intellectual Property.** Provider represents and warrants to the Board that Provider, in connection with providing the Services, will not infringe on any presently existing



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United States patent, copyright, trademark, service mark, trade secret and/or other proprietary right of any person. Provider further represents and warrants to the Board that it will not infringe upon any trade secrets or confidential or proprietary information owned by any third party in performing the Services.

17.5. Survival. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

18. Representations and Warranties of Provider: Provider represents and warrants that the following are 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. The representations and warranties below referring to Software apply in the event and to the extent that the use of or access to any Software is necessary for or a part of the Services received by the Board.

18.1. Licensed Professionals: Provider 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 Provider, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

18.2. Compliance with Laws: Provider 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 Prevailing Wage Act, 820 ILCS 130/1 *et seq.*; the Drug-Free Workplace Act; the Illinois School Student Records Act ("ISSRA"); the Family Educational Rights and Privacy Act ("FERPA"); the Protection of Pupil Rights Amendment; and any others relating to non-discrimination. Further, Provider is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at [www.cps.edu](http://www.cps.edu).

18.3. Good Standing: Provider 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-year period immediately preceding the effective date of this Agreement.

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

18.5. Financially Solvent: Provider 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.

18.6. Gratuities: No payment, gratuity, or offer of employment was made by or to the Provider in relation to this Agreement or as an inducement for award of this Agreement.

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18.7. Contractor's Disclosure Form: The disclosures in the Contractor's Disclosure Form previously submitted by the Provider are true and correct. The Provider 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.

18.8. Research Activities and Data Requests: Provider acknowledges and agrees that it is not authorized to conduct any research activities in the Chicago Public Schools or use CPS data for research purposes. Provider acknowledges and agrees that in the event Provider seeks to conduct research activities in the Chicago Public Schools or use CPS student data for purposes not specified in this Agreement, then Provider shall comply with the Board's Research Study and Data Policy, adopted on July 28, 2010, (10-0728-PO1), as amended from time to time. Provider acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Director of Research and Evaluation or his/her designee.

18.9. Prohibited Acts: Within the three (3) years prior to the Effective Date of this Agreement, Provider 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 (1) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity, and (2) 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.

18.10. Debarment and Suspension: Provider certifies that it, each of its joint venture members if a joint venture, and each of its subcontractors, if any, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Provider acknowledges that in performing the Services for the Board, Provider 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 amended.

18.11. Intellectual Property. That in performing and delivering the Software and Services, Provider 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.

18.12. Compliance with Grant. In providing Services under this Agreement, Provider acknowledges and understands that funding for the Services may be derived from a grant. As a part of the Services rendered under this Agreement, Provider shall assist CPS as needed to comply with the grantor's requirements and regulations, as may be amended.

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18.13. Assignment of Warranties. Provider has the right, title, and ability to assign and shall assign to the Board any third-party warranties concerning the Software and Services provided under this Agreement from the software manufacturer to the Board.

18.14. Documentation Warranty. All Documentation provided to the Board from Provider concerning the Software and Services shall be kept current with the upgrades of the Software and Services.

18.15. Ownership. Provider is the owner of the Services and Software or otherwise has the right to grant to the Board any Licenses without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by Provider.

18.16. Business Requirements. Provider is fully aware of the Board's requirements and intended uses for any Software used as part of the receipt of Services, including any set forth in the exhibits, and the Software shall satisfy such requirements in all material respects, is fit for such intended uses and will operate on the Board's computer workstations.

18.17. Software Performance. During the Term of the Agreement, any Software shall (i) be free from defects in material and workmanship under normal use and remain in good working order, and (ii) function properly and in conformity with the warranties herein and in accordance with this Agreement and with the description, specifications and Documentation on the Board computer workstations and system software including updates or new releases to such hardware, system software and other software, and interface with other programs as required, and the Documentation shall completely and accurately reflect the operation of the Software. Provider shall promptly correct any failure of the Software to perform in accordance with the current published specifications and Documentation, but in no case shall the failure be fixed in less than five (5) business days.

18.18. Free of Computer Viruses. Provider shall use commercially reasonable best efforts to ensure that the Software is free of Computer Viruses. Provider shall also maintain a master copy of the appropriate versions of the Software, free of computer viruses.

18.19. Not Alter Program. Provider shall not, directly or through a third party, knowingly remove, alter, change or interface with the Software or any other program for the purpose or preventing the Board from utilizing the Software or any other program.

18.20. No Disabling Code. Provider shall not knowingly cause any disabling code to be incorporated into Software.

18.21. Warranty of Title: The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances; that Provider has the lawful right to dispose of and sell the Services and that Provider shall warrant and defend its title against all claims.

All warranties will survive inspection, acceptance payment and expiration or termination of this Agreement. Nothing in the foregoing warranties will be construed to limit any other rights or remedies available to the Board under the law and the Agreement.

19. Indemnification: Provider agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties,

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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 negligent or willful acts or omissions of the Provider, its officials, agents, and employees, and subcontractors in the performance of this Agreement. This includes but is not limited to the unauthorized use of any trade secrets, U.S. patent or copyright infringement. 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 Provider's employees under this Agreement, Provider shall indemnify the Board for any such liability.

The Provider shall at its own cost and expense appear, defend, and pay all reasonable 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 Provider 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 Provider 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 the Provider after receiving notice of any such proceeding, fails to immediately begin defense of such claim or action, then the Board may (without further notice to the Provider) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of the Provider, subject to the right of the Provider 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 the Provider and the Provider 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 the Provider was conducting the defense.

To the extent permissible by law, the Provider 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 the Provider that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

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

20. **Non-Liability of Board Officials:** The Provider agrees that no Board member, employee, agent, officer, or official shall be personally charged by the Provider, 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 the Provider or any subcontractors.

21. **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. The compensation set in the Schedule of Pricing 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

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Provider. The Provider shall be responsible for any taxes levied or imposed upon the income or business privileges of the Provider.

22. **Insurance:** The Provider, at its own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by the Provider 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. The Provider shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of Services. Minimum insurance requirements are:

22.1. **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 Contract with limits of not less than \$500,000 per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

22.2. **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, and property damage liability. Coverage shall include, but not be limited to: operations, contractual liability, independent contractors, products/completed operations, and defense. General liability insurance must include and may not exclude coverage for sexual abuse and/or molestation.

22.3. **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 \$1,000,000 per occurrence for bodily injury and property damage.

22.4. **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits of not less than \$2,000,000 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.

22.5. **Professional Liability Insurance:** If professional services are rendered in performance of this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000 per claim for errors and omissions in conjunction with professional services inclusive of assumption of contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Agreement. A claims-made policy, which is not replaced or renewed, must have an extended reporting period of two (2) years.

22.6. **Additional Insured:** The Provider shall have its General and Umbrella Liability Insurance policies endorsed to provide: "The Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board."

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay the Provider for any Services if satisfactory proof of insurance is

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not provided by Provider prior to the performance of any Services. The Certificate must provide 30 days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management  
Board of Education of City of Chicago  
One North Dearborn  
Chicago, Illinois 60602

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

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

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

Provider must register with the insurance certificate monitoring company designated by the Board stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Provider must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The initial annual monitoring fee is currently Twelve 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Provider will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made

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online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

**Certificate Monitoring Company:**

Topiary Communications, Inc.  
676 N. LaSalle – Suite 230  
Chicago, Illinois 60654  
Phone – (312) 494-5709  
Email – [dans@topiarycomm.net](mailto:dans@topiarycomm.net)

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

23. **Audit and Document Retention:** Provider 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 Provider with this Agreement. Provider shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of Provider 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 Provider for the cost of such audit. Provider shall maintain all records, correspondence, invoices, financial documents or information, receipts, vouchers, memoranda and other data relating to Provider's Services under this Agreement. All records reference above shall be retained for five (5) years after the termination or expiration of this Agreement and 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 that proceeding is closed. Provider 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.

24. **M/WBE Program:** The Provider 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 and agrees to comply with the provisions of such program. Provider agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Provider agrees to submit such documentation in connection with the program as may be requested by the Board.

25. **Notices:** All notices required under this Agreement shall be in writing and shall be sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by facsimile (followed by actual documentation), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

If to the Board: Board of Education of City of Chicago  
Professional Learning Office  
One North Dearborn  
Chicago, Illinois 60602

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*With a copy to:* Board of Education of City of Chicago  
General Counsel  
One North Dearborn, 9<sup>th</sup> Floor  
Chicago, Illinois 60602

*If to Provider:* Teachscape, Inc.  
71 Stevenson Street  
San Francisco, CA 94116

26. **Right of Entry:** The Provider 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. 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 Provider 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 of this Agreement.

27. **Principal's Right to Direct:** The principal or his/her designee, the Network Chief or his/her designee, or the Department Officer or his/her designee shall have the authority to the maximum extent possible, to direct Provider and its subcontractors when performing Services on the school site.

28. **Authority:** Provider understands and agrees that Provider is not an authorized representative of the Board. All agreements and approvals (written or verbal) must be made by the authorized representative of the Board.

29. **Non-Discrimination:** It shall be an unlawful employment practice for the Provider 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, religion, sex, sexual orientation, age, disability, or national origin; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, religion, sex, sexual orientation, age, disability, or national origin. The Provider shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. 2000a, *et seq.*; 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.*; 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.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as amended, as well as all other applicable federal, state, county, and municipal statutes, regulations and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees.



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Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the employees of either Provider or its subcontractors.

30. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Provider 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 of or relating to or in any way concerning the execution or performance of this Agreement. Provider agrees that service of process on Provider may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in Notice Section above, by registered or certified mail addressed to the office actually maintained by Provider, or by personal delivery on any officer, director, or managing or general agent of the Provider. If any action is brought by the Provider against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

31. **Continuing Obligation to Perform:** In the event of any dispute between the Provider and the Board, the Provider 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.

32. **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 in the letting of contracts to former Board members within one year period following expiration or other termination of their office.

33. **Indebtedness:** The Provider 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 part of this Agreement as if fully set forth herein.

34. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Provider or has or shall have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics, adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made part of this Agreement as if fully set forth herein.

35. **Inspector General:** Each party acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of 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.

36. **Freedom of Information Act:** Provider acknowledges that this Agreement and all documents submitted to the Board related to this contract 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. Provider further acknowledges that this Agreement shall be posted on the Board's website at [www.cps.edu](http://www.cps.edu).

37. **Waiver:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

This Agreement will be posted on the CPS website.

38. **Survival; Severability:** All express warranties, representations and indemnifications made or given in this Agreement shall survive the supply of Services by Provider or the termination of this Agreement for any reason. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable or illegal, such provision will be severed; and the entire Agreement will not fail, but the balance of this Agreement will continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision that most nearly effects the intent of the parties in entering into this Agreement.

39. **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 the authorized representatives of both parties. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force and effect.

40. **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 other electronic means shall be considered binding for both parties.

41. **Order of Precedence:** In the event of a conflict between the provisions of the following documents, the order of precedence shall be as follows: (i) Agreement including the Schedule of Pricing; (ii) General Scope of Services; (iii) Provider-Specific Scope of Services; (iv) Task Orders; and (v) Purchase Orders.

This Agreement will be posted on the CPS website.

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

BOARD OF EDUCATION OF CITY OF CHICAGO *ju*

TEACHSCAPE, INC.

By: *David Vitale*  
David Vitale, President

By: *J. Corbett*  
Name: JON CORBETT  
Title: VP, FINANCE

Attest: *Estela G. Beltran 11/4/14*  
Estela G. Beltran, Secretary

Approved as to legal form: *ju*  
*James Bebley*

James Bebley, General Counsel

Board Report Number: 14-0924-PR4-67

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**Attachments:**

Exhibit A – Scope of Services

Exhibit B – Provider-Specific Scope of Services

Exhibit C – Model Task Order

Exhibit D – Schedule of Pricing

## EXHIBIT A

### SCOPE OF SERVICES

Teachscape, Inc.

**Program: Professional Development Services**

**CPS Project Manager:** Jill Gauthier; Manager of External Partnerships;

**Phone:** 773-553-2159 **E-Mail:** [jlgauthier@cps.edu](mailto:jlgauthier@cps.edu)

**Provider's Project Manager:** Nicole Cleveringa; **Phone:** 415-369-3137;

**E-Mail:** [rfps@teachscape.com](mailto:rfps@teachscape.com)

**Period of Performance:** October 1, 2014 through September 30, 2017

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This Scope of Services ("**Scope**") shall be conducted pursuant to the terms and conditions of the Master Agreement for Professional Development Services (the "**Agreement**") by and between and the Board of Education of the City of Chicago, commonly known as Chicago Public Schools (the "**Board**" or "**CPS**") and Teachscape, Inc. ("**Provider**"). Defined terms used in this Scope shall have the same meaning as those ascribed to such terms in the Agreement unless otherwise defined within this Scope.

#### I. BACKGROUND:

In 2014, Chicago Public Schools released a procurement solicitation seeking high quality professional development providers in support of top priority district initiatives. By authorizing high quality providers and communicating the available services these providers offer to its schools and network offices, the Board supports network and school leaders in their allocation of funds for professional development through endorsement of high quality external professional development providers. The authorization allows for increased transparency of services available and tracking the impact associated with the use of authorized providers.

#### II. DETAILED SCOPE OF SERVICES:

##### A. GENERAL PROFESSIONAL LEARNING EXPECTATIONS:

1. Professional Development ("PD") is defined as any support of adult learning, both formal and informal, virtual and in-person.
2. Provider may provide PD Seminars to CPS. PD Seminars may be provided via **Sessions**, **Half Sessions**, or **Online Learning Session**, as defined below:
  - a. A **Session** is defined as an eight (8) hour day, inclusive of breaks, with one facilitator and a maximum number of 50 participants per Session.
  - b. A **Half Session** is defined as a four (4) hour day, inclusive of breaks, with one facilitator and a maximum number of 50 participants.
  - c. **Online Learning Session** is defined as online content, either independent or in combination with a Session or Half Session, which a participant interfaces with virtually and requires an equivalent commitment of time as a Session or Half Session.
  - d. Any other type of delivery of services will be specified and defined for duration and mode of delivery in the project Task Order prior to work beginning.
3. Provider shall use the CPS Learning Management System ("LMS"), and/or other systems designated by the Board's Program Manager or her designee, to support all functions of learning

management/administration, including, but not limited to: scheduling, enrollment, attendance and credit management, collection of required evaluation data, housing of learning resources and launching of web-based content.

- a. Provider must complete all requirements to achieve provider status for CPS' current LMS, commonly referred to as CPS University ("CPSU"). Provider/provider must comply with all policies and protocols established by the CPSU Team relative to learning management/administration.
4. If digital content/resources (including third-party) and/or web-based learning are included, they must adhere to the learning tools interoperability standards that ensure Provider product(s) operate on CPS' enterprise solutions (PeopleSoft Enterprise Learning Management and SAFARI Montage).
    - a. Product(s)/digital content/resources (that include but are not limited to - ebooks, eportfolios, collaboration tools, assessment tools, specialty course tools, classroom capture or lecture tools, grading tools, content creation and delivery tools, video tools or tutoring tools) must be accessed via CPS' enterprise solutions (PeopleSoft Enterprise Learning Management and SAFARI Montage).
  5. Provider must work with the requesting school or office to complete a Task Order that must be approved by the Board's Program Manager before a CPS Purchase Order can be issued.
  6. Materials for PD Seminars:
    - a. All Provider-specific materials and printing required for Sessions and Half Sessions are the responsibility of Provider at no additional cost to the Board;
    - b. All CPS generated materials that are required for a Session/Half Session, but not in Provider's possession, are the responsibility of and need to be provided by CPS, on site for each Session/Half Session.
    - c. Provider is responsible for providing all laptops, projectors and accessories in support of facilitating all Sessions and Half Sessions; CPS will provide a contact for technology support for each Session/Half Session to assist in connections of outside equipment to CPS's internal systems.
    - d. PD Seminars' rate includes edits; minor updates; planning and coordination as needed with CPS Office of Professional Learning to confirm Session elements (content, objectives, materials), alignment with district priorities, and satisfaction with Provider services. Provider will be given 10 days' prior notice on any changes for any Sessions/Half Sessions that reasonably cause major logistical concerns to Provider (such as mass corrections on materials or voluminous reprinting, etc.).
    - e. CPS shall retain all evaluation and attendance data within CPSU
    - f. Services shall be defined by the scope outlined in each Task Order
  7. Outcome:
    - a. The Board's Office of Professional Learning shall rate Provider performance, as needed, based on review of stated objectives for each professional development session, evidence of objectives being met and outcome data.
    - b. Provider shall provide a report outlining impact of services at the end of services or end of a school year, whichever occurs earlier. Impact report shall include: baseline assessment, objectives of services, and final assessment, at a minimum. Additional impact measures shall be included as needed based on Task Order scope.
    - c. CPS may review additional, existing impact measures to determine effectiveness of services.
  8. Universal Expectations:
    - a. PD shall account for teachers who will be instructing in a large urban district and how you have addressed this in the past
    - b. PD shall account for Social and Emotional Learning
    - c. PD shall incorporate use of technology
    - d. PD shall account for English and Dual Language Learners

- e. PD shall account for Diverse Learners
- f. PD shall align to the CPS Framework for Teaching
- g. PD shall incorporate use of data and assessment to inform instruction
- h. PD shall account for PD Standard: Essential Learning. The goals, objectives, and outcomes of professional learning are aligned to and strengthen the integration of organizational priorities and occur within the context of a larger professional learning plan that contributes to on-going, continuous improvement of the organization, learning communities, and individuals; learning is designed with a priority on relevant content, effective adult learning theory approaches, application, the transfer of knowledge, understanding and the essential skills to improve professional practice
  - i. Learning goals, objectives, and outcomes are provided throughout relevant materials.
  - ii. The intended outcomes of professional learning are connected to strategic initiatives of the district.
  - iii. Research-driven principles are reflected within a theory of action. You should define how the program is designed to meet the needs of adult learners and the theory of action used to engage adult-learners.
  - iv. The link between the goals and delivery method of professional learning and significant activities is provided.
  - v. A variety of participant learning styles are reflected within activities and materials.
  - vi. Collaborative reflection and problem solving is consistently structured across significant portions of professional learning.
  - vii. Resources are provided to support participants in on going, independent learning and practice.
  - viii. Follow-up learning opportunities support participants in extended learning in the content-area.
  - ix. Participants are provided with feedback through structured follow-up support.
  - x. Professional learning materials include supports for participants in the implementation process (e.g. benchmarks, self-assessments, tracking & monitoring tools, etc.)
- i. PD shall account for PD Standard: Data-Driven. Data from multiple stakeholders is used to design and prioritize professional learning goals, make improvements in program materials and activities, and evaluate participant- and organizational- learning.
  - i. Data is used to design professional learning for the targeted participants.
  - ii. Feedback from participants is used to make improvements.
  - iii. Participant-growth is measured to assess the effectiveness of the program (e.g. teacher observation data).
  - iv. Organizational-growth is measured to assess the effectiveness of the program (e.g. school effectiveness measures, student achievement scores, etc.).
- j. PD shall account for PD Standard: Facilitation. Professionals with content and pedagogy knowledge create environments in support of the learning process.
  - i. Provider has credentials demonstrating knowledge in the content area.
  - ii. Sessions are led by experienced facilitator(s).
  - iii. The resources or conditions required for professional learning are defined. (NOTE: For submissions that include a web-based/online learning component, the narrative and evidence should demonstrate alignment with eLearning standards/best practices, e.g. IMS Global/IMS Learning Design Best Practice).

## B. CONTENT EXPECTATIONS:

- 1. Instructional Support Aligned to REACH
  - a. PD content shall be aligned to specific components of the CPS Framework for Teaching (i.e. PD should be aligned with one primary component of focus, with connections to other components as necessary or applicable).

- b. PD for teachers shall include how to use the CPS Framework for Teaching to improve instruction through the explicit use of language from the CPS Framework.
- c. PD shall integrate use of the applicable learning standards that CPS uses (e.g. CCSS, WIDA, Creative Curriculum, etc.).
- d. PD shall include practical application of skills gained during the session with feedback and coaching support where applicable.
- e. PD learning shall be “active” and model proficient or distinguished teaching practice as described in the CPS Framework for Teaching.
- f. PD designers and facilitators are preferred to be certified as an Illinois State Board of Education (ISBE) teacher evaluator (this certification identifies individuals who have a deep understanding of the components and evaluating teaching practices using the REACH framework).
- g. PD designers and facilitators should be well-versed in the Chicago Public Schools’ Framework for Teaching.
- h. Videos used during the session should be aligned to the CPS REACH Framework for Teaching processes (e.g. If the video demonstrates a high-quality planning conference, it is preferred that the video includes use of Chicago Public Schools materials, such as the CPS REACH Framework for Teaching and REACH pre- and/or post-observation conference protocols).

**C. PROVIDER-SPECIFIC SERVICES:**

Further detail regarding the services to be provided by the Provider (“Provider-Specific Services”) is attached and incorporated as Exhibit B. Provider-Specific Services is meant to enhance the Scope of Services and shall not supersede the Scope of Services described herein. In the event of any conflict between this Scope and the Provider-Specific Services, this Scope shall have precedence over the Provider-Specific Services.

## **Exhibit B**

### **Provider Specific Scope of Services**

**Provider Name:** Teachscape, Inc.

**Overview of Organization:**

***Teachscape***

Teachscape was founded in 1999 with a simple vision: bridging the gap between educational research and everyday teaching practice by helping teachers learn and apply research-based teaching practices. For the last 15 years, we have collaborated with the best and the brightest in the world of education to increase teaching effectiveness and strengthen school leadership. Teachscape empowers educators to systematically improve teaching practice and to accelerate their professional growth. Our software tools, online content, and services allow educators to assess their skills and competencies, collaborate with colleagues, build their expertise, and plan their careers. With Teachscape's observation and evaluation management, professional learning, and talent management systems, administrators can strategically manage and develop their educators, along with non-teaching personnel, resulting in more highly skilled staff, increased retention, and improved student outcomes. Today, Teachscape serves thousands of teachers across the country, partnering with schools, districts, and state departments of education to help teachers be their best.

***The Danielson Group***

The Danielson Group was founded by Charlotte Danielson, an internationally-recognized expert in the area of teacher effectiveness. Danielson has specialized in the design of teacher evaluation systems that both ensure teacher quality and promote professional learning. Her Framework for Teaching has become the most widely used definition of teaching in the United States, and has been adopted as the single model, or one of several approved models, in over 20 states. The Danielson Group seeks to advance the understanding and application of Charlotte Danielson's concepts in the educational community, connect them to other areas of knowledge, and enhance professional practices of educators so as to positively impact student learning. Danielson Group consultants have extensive backgrounds in education, along with a deep level of Framework understanding. Based on the latest research findings and professional learning activities, our consultants are constantly updating the information they share and the support they provide, allowing our clients to continually improve the fidelity of their Framework implementation. Danielson Group consultants guide workshop participants in learning the Framework's language; anchoring professional development around the Framework; promoting collaborative, accurate, and fair observation practices; and elevating teaching.

**Categories Approved:**



## e. Instructional Support Aligned to REACH

### **Types of Services Available within each approved category:**

(e.g. consulting, on-site PD delivery, coaching, online PD, blended learning, etc, with descriptions )

### ***Instructional Support Aligned to REACH***

Teachscope and the Danielson Group understand CPS's need to provide ongoing instructional support aligned to the CPS REACH Framework for Teaching. Using an existing, proven training system with customized face-to-face professional development services will support CPS in ensuring a successful and impactful teacher evaluation program. The Danielson Group and Teachscope provide a blended solution that can be tailored to best fit individual school needs.

#### (1) On-line professional development

- Teachscope *Focus for Teachers* provides online professional development based on Charlotte Danielson's Framework for Teaching. The online system includes comprehensive self-paced online modules, provides foundational training on the Framework for Teaching and in-depth professional learning resources on the observable components of the rubric, and deepens educator understanding of the rubric to discuss and improve individual teaching practice.

#### (2) On-site professional development

- The Danielson Group can provide face-to-face professional development support on a variety of topics as they relate to the CPS REACH Framework for Teaching. Whether it's support in observation skills, learning focused conversations, using the REACH Framework for Teaching in Special Education Settings, or gaining a deeper understanding of the tool, the Danielson Group can provide services that meet each school's needs.

#### (3) Consulting Services

- The Danielson Group can also provide consulting services based on identified needs of individual schools. Customized Consultation Sessions provide districts with the opportunity to work with the Danielson Group in strategic and focused sessions targeting district needs regarding teacher supervision and evaluation.

#### (4) Webinars

- The Danielson Group can also offer webinar-based professional development support on a variety of topics as they relate to the CPS REACH Framework for Teaching.

**PD Programs Available (within each approved category):**

(List any packaged PD programs that you offer, with descriptions and breakdown of what services are provided within the program)

Instructional Support Aligned to REACH

(1) Teachscape *Focus* for Teachers

- Teachscape *Focus* for Teachers provides online professional development based on Charlotte Danielson's Framework for Teaching. The online system includes comprehensive self-paced online modules, provides foundational training on the Framework for Teaching and in-depth professional learning resources on the observable components of the rubric, and deepens educator understanding of the rubric to discuss and improve individual teaching practice.

(2) The Danielson Group Workshops

Below is a listing of the typical workshops the Danielson Group offers. The Danielson Group is committed to customizing workshops and services based on individual school's identified needs.

- The **Introduction to the Framework for Teaching** workshop is a one-day session that provides an understanding of the structure, architecture, and vocabulary of the Danielson Framework for Teaching. Participants develop awareness of the different levels of performance and how to use the rubrics to analyze teaching practice. Special emphasis is placed on component 3c: Engaging Students in Learning.
- **Observation Skills** training is a 1-2-day workshop that builds on participants' knowledge of the Framework and applies it to developing skills around a collaborative observation process. Observation skills sessions focus on understanding the issue of bias, collecting low-inference evidence during an observation, interpreting evidence against the levels of performance, and differentiated coaching conversations to support teaching growth. (Prerequisite: Introduction to the Framework for Teaching)
- After experience working with the Framework, those who wish to continue professional development often schedule a one-day **Deeper Understanding** session. This workshop allows for further exploration into the components and rubrics that guide instructional improvement. Activities may include: looking at the relationships between domains and the common themes of the Framework, and using the Framework to observe recorded lessons. (Prerequisite: Introduction to the Framework for Teaching)
- **Introduction to the Framework for Teaching in Special Education Settings** - This workshop provides an understanding of the structure, architecture, and vocabulary of the Danielson Framework for Teaching using exemplars from special education settings. Participants develop awareness of the different levels of

performance across a variety of disability categories while learning how to use the rubrics to analyze professional practice. Special emphasis is placed on supporting the application of Universal Design for Learning (UDL) in order to enhance attention to component 3c: Engaging Students in Learning. Specialized materials such as Special Education Scenarios written for each component and level of performance, help participants understand, “What would this look like in a special education setting?”

- The 1-2 day **Observation Skills for Special Education Settings** workshops build on participants’ knowledge of the Framework and applies it to developing skills around a collaborative observation process. Observation Skills sessions focus on understanding the issue of bias, collecting low-inference evidence during an observation, the interpretation of evidence against the levels of performance, and differentiated observer coaching conversations for teacher support. Materials are customized to reflect students in a variety of disability categories and educational settings. (Prerequisite: Introduction to the Framework for Teaching in Special Education Settings)
- **Learning-Focused Conversations: Quality Feedback to Promote Learning** - The value of the Framework increases with learning-focused implementation. In this workshop, participants learn how to use structures and tools to conduct conversations, and to use data to analyze professional practice and determine areas and directions for growth. The Learning-Focused Conversations model developed by Laura Lipton and Bruce Wellman links these conversation skills to the components of the Framework for Teaching. (Preferred prerequisite: Introduction to the Framework for Teaching and Observation Skills I & II)
- **Learning Focused Conversations: Assessing and Developing Professional Practice Using the Framework for Teaching** - Participants develop the skills and confidence for engaging in both directive and nondirective conversations in which the components of the Danielson Framework for Teaching are the focal points for expanding the teacher’s instructional repertoire through evidence-based conversations. Participants explore planning and reflecting templates that structure focused, thoughtful engagement about professional practice. They acquire practical strategies for navigating across a Continuum of Interaction moving between 1) calibrating—framing expectations, clarifying standards and articulating success criteria, 2) consulting—sharing expertise and providing technical assistance, 3) collaborating—shared planning and problem solving, and 4) coaching—a nonjudgmental interaction which supports reflection and develops professional capacity.) Applying and moving flexibly between these four stances enables educators to maintain productive collegial relationships that use data to clarify expectations and examine gaps in performance. (Prerequisite: Learning-Focused Conversations: Quality Feedback to Promote Learning)
- **Learning Focused Conversations: Structures and Tools for Learning-focused Conversations** - This workshop builds on content from the “Assessing and

Developing Professional Practice Using the Framework for Teaching” workshop. Applying the templates for planning and reflecting, participants learn ways to maintain momentum and extend teachers’ thinking. Participants acquire verbal and nonverbal skills for guiding conversations that increase teachers’ readiness and abilities to think deeply about the instructional choices they are making and how these affect their students’ learning. They learn to apply patterns of pausing, paraphrasing, and inquiring to establish goals, appraise present performance levels, and help teachers reflect on student learning and their own teaching practices. (Prerequisite: Learning Focused Conversations: Assessing and Developing Professional Practice Using the Framework for Teaching)

- **Ongoing Support for Observers/Evaluators** - Districts desiring to continue professional development around the Framework for their observers/evaluators can pursue customized offerings from the Danielson Group:
  - Calibration Training and Practicum: supportive consultation that may combine paired/small group observation with debriefs, observation data analysis, and development planning based on observation data.
  - Analysis of written observations followed by feedback and re-training as necessary

**Implementation:**

(Describe any logistics associated with implementing your services)

- Teachscape and the Danielson Group will work with individual schools to determine the services and implementation timeline best suited for their individual needs

**Commitments Required from the School/Network:**

- Learning Focused Conversations sessions require participants to have the textbook: *Learning-focused Supervision: Developing Professional Expertise in Standards-Driven Systems*, available from [www.MiraVia.com](http://www.MiraVia.com).

**Additional Notes:**

- Toll-free, email and web-based customer support for all CPS Teachscape *Focus* for Teachers users is included
- The Danielson Group uses a "bundled" pricing structure that is all inclusive of the consultant daily rate and travel expenses. The current fee structure is \$4,000 per consultant/per day when three or more consecutive days of training are scheduled. One and two-day rates are \$4,500 per consultant per day. These rates are subject to a maximum number of participants per trainer.

- Danielson Group trainings limit the maximum ratio of trainers per participants to 1:50
- Charlotte Danielson keynote followed by Q and A or policy discussions with district leaders \$6,500
- Keynote address followed by Q and A \$3,500
- 90 minute consulting webinar \$500.
- Off site managing consultant \$2,850 per day
- Curriculum writing \$125 per hour

EXHIBIT C

MODEL TASK ORDER  
PROFESSIONAL DEVELOPMENT SERVICES

School Name: \_\_\_\_\_ Provider Name: Teachscope, Inc.  
CPS Contact: \_\_\_\_\_ Phone: 773/553-\_\_\_\_\_ E-Mail: \_\_\_\_\_  
Provider Contact: Nicole Cleveringa Phone: 415-369-3137 E-Mail: [rfps@teachscope.com](mailto:rfps@teachscope.com)  
Period of Performance: \_\_\_\_\_ (start date) through \_\_\_\_\_ (end date)  
Maximum Compensation for this Task Order: \$ \_\_\_\_\_

Category of Services provided:

Instructional Support Aligned to REACH

This Task Order is subject to the terms and conditions of the Master Agreement for Professional Development Services (the "Agreement") between Teachscope, Inc. (the "Provider") and the Board of Education of the City of Chicago (the "Board"), commonly known as the Chicago Public Schools ("CPS"). Defined terms in this Task Order have the same meanings as those ascribed to those terms in the Agreement or the Scope of Services attached as Exhibit A to the Agreement (the "Scope of Services").

**DIRECTIONS:** School and Provider should meet to plan the Services. Schools should obtain a Purchase Order number, which is necessary to complete this form, and open the Purchase Order before the Services begin. School and Provider should complete this form together, and the School should submit it to the Program Manager in the CPS Office of Teaching & Learning for approval and signature.

1. **Description of Specific Services to be furnished by Provider:** *[The School and Provider must complete this section. If the Scope of Services fully and accurately describes the specific Services and Deliverables to be provided under this Task Order, this section may reference the sections of that Scope of Services.]*

2. **Activities and Deliverables with Specific Deadlines (complete if applicable, adding additional lines/pages as necessary):**

Objectives/Outcomes	Activities and Deliverables	Delivery/ Performance Dates

3. **Books and Materials (complete if applicable, adding additional lines/pages as necessary):**

Name of Item	Quantity	Date Needed

4. **Total Maximum Compensation.** Compensation hereunder is subject to the provisions of the Agreement. The Total Maximum Compensation for Services (including books and Materials) under this Task Order must not exceed the amounts set forth above. Any Services that would cause the compensation to exceed the Total Maximum Compensation require a written amendment to this Task

This Agreement will be posted on the CPS website.

Order before those Services are furnished by the Provider. *It is Provider's responsibility to monitor its Services to ensure that the cost of the Services does not exceed the amount specified in the governing Purchase Order and this Task Order.*

5. **Approved Services Only; Signature.** This Task Order may include only Services under the category or categories of Services for which Provider has been approved in the Scope of Services. This Task Order shall not take effect until it has been signed 1) by Provider's authorized representative, (ii) the School Principal and (iii) by the Board's Project Manager or designee.

**Authorized signatures:**

Board:  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Provider: Teachscape, Inc.  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Principal:  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

**Exhibit D**

**Schedule of Pricing**

The parties have agreed that the Services provided under the Master Agreement for Professional Development Services (the "Agreement") by and between the Board of Education of City of Chicago (the "Board" or "CPS") and Teachscape, Inc. ("Provider") shall be compensated at the prices set forth in the attached Table D-1 during the Term of the Agreement. The categories of services and associated prices identified in the Table are understood to mean the following:

<b>Pricing Sheet - Planning</b>	
<b>Planning</b>	<b>Fees under this section are intended to only apply when the PD Services planned require <i>considerable</i> customization and modifications of your session and course design</b>
<b>a) Standard session with client</b>	Fixed fee for PD customization. Should be a one-time cost
<b>b) Additional hourly consulting</b>	Additional consulting for special projects or needs Price is hourly rate

<b>Pricing Sheet - Session Labor Cost</b>	
<b>Labor Session Cost</b>	<b>Costs under this section account for the labor components of PD and should only include PD contact hours.</b>
<b>a) Facilitation – Standard hourly rate per facilitator</b>	Hourly rate for delivering PD – should only include contact hours
<b>b) Minimum number of facilitators</b>	Minimum number of facilitator per session necessary for successful delivery of PD.
<b>c) Recommended minimum number of sessions</b>	Minimum number of sessions necessary for successful delivery of PD course
<b>d) Number of hours per session</b>	Minimum number of hours per session necessary for successful delivery of PD course
<b>3) Total Labor Cost per Course</b>	This cell is your total cost of labor for a PD course

<b>Pricing Sheet - Session Logistics</b>	
<b>Session Logistics</b>	<b>Additional costs associated with delivering PD not related to direct labor</b>



Pricing Sheet - Session Logistics	
<b>a) Materials</b>	Any books, tools, manipulative, etc., necessary for successful delivery of PD <b><u>Pricing is per participant</u></b>
<b>b) Maximum number of participants per Session</b>	Maximum number of participants per session for successful delivery of PD course
<b>c) Travel Needed?</b>	The Board will only pay for airfare and lodging of which lodging will be a maximum of \$150.00 per night (with submission of receipts). As stated in the Agreement, the Board's policy on the Reimbursement of Work-Related Expenses will apply to any reimbursement requests.

Pricing Sheet -Other	
<b>Other costs</b>	<b>Any other costs associated with delivering Professional Development Services</b>
<b>a) Web-based costs</b>	Costs for digital components to learning, including but not limited to any site or participant license fees Pricing is per participant or per appropriate unit of measure
<b>b) Specialist facilitation rate (if applicable) - Delivery of professional development session.</b>	Hourly rate for delivering PD by content expert beyond the facilitators included above – should only include contact hours

Any expenses that Provider submits to the Board for reimbursement must be in compliance with the Board's policy regarding Reimbursement of Work-Related Expenses, adopted December 16, 2009 (09-1216-PO4), as may be amended. The Board's total reimbursement to Provider is limited by those amounts stated in the aforesaid Board policy.

Provider may reach an agreement in a Task Order with an individual school or other requesting department for deviations in the number of sessions or other details regarding the services to be provided. Notwithstanding any modifications, the parties agree that the maximum cost to the Board under such a Task Order shall not exceed the equivalent cost using the prices listed in this Schedule. In the event of any conflict or uncertainty regarding the fees to be paid to Provider for Services rendered, the parties agree that the prices reflected in this Exhibit will supersede and control over any other documents, including but not limited to any executed Task Orders.

**Exhibit D  
Schedule of Pricing**

**Table D-1**

**Provider: Teachscape, Inc.**

	Rate	e. Support Aligned to REACH
<b>I. Planning (if necessary):</b> Additional customization / modification of sessions: new course design, objectives, flow, presentation, and resources		
a) Standard Session with Client	Fixed	\$2,500.00
b) Additional hourly consulting (as needed specialist advice and ongoing tailored services)	hourly	\$125.00
<b>II. Session Labor Cost</b>		
a) Facilitation - Standard hourly rate per facilitator - Delivery of professional development session (includes prep and other ancillary costs)	hourly	\$250.00
b) Minimum number of facilitators per session	Fixed	1
c) Recommended Minimum No. of Sessions	N/A	3
d) Number of Hours per Session	N/A	12
e) Total Labor Cost per Course (This number is automatically calculated and is your total standard cost of labor per session)	N/A	\$9,000.00
<b>III. Session Logistics</b>		
a) Materials - Any books, tools, manipulatives, etc. necessary for success of services	per participant	\$65.00
b) Max Number of Participants per Session	N/A	50

**Exhibit D  
Schedule of Pricing**

**Table D-1**

	<b>Rate</b>	<b>e. Support Aligned to REACH</b>
c) <b>Travel Needed</b> - If awarded, the Board will only pay for airfare and lodging of which lodging will be a maximum of \$150.00 per night (with submission of receipts)	<b>Yes/No</b>	<b>Yes</b>
<b>IV. Other</b>		
a) <b>Web-based costs</b>	<b>per user</b>	<b>\$45 per user</b>
b) <b>Specialist facilitation rate (if applicable) - Delivery of professional development session.</b>	<b>Hourly</b>	<b>\$825.00</b>