AGREEMENT EXERCISING SECOND AND FINAL OPTION TO RENEW CONSULTING SERVICES AGREEMENT

This Agreement Exercising the Second and Final Option to Renew Consulting Services Agreement ("Second Renewal Agreement") is entered into as of this 1st day of January, 2019 ("Effective Date"), by and between 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 ECRA Group, Inc. ("Consultant" or "ECRA Group").

- A. The Board and Consultant entered into that certain Consulting Services Agreement (the "Original Agreement") for an original term commencing January 1, 2017 and continuing through December 31, 2017, with the Board having two (2) options to renew for additional periods of one (1) year each (authorized by Board Report 16-1207-PR2). The Board exercised its first option to renew pursuant to the Agreement Exercising First Option to Renew Consulting Services Agreement ("First Renewal Agreement") commencing January 1, 2018 and continuing through December 31, 2018.
- B. The Board now desires to exercise its second option to renew the Original Agreement upon the terms and conditions set forth in this Second Renewal Agreement, and Consultant accepts this Second Renewal Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

- 1. <u>Definitions</u>: The Original Agreement and the First Renewal Agreement shall together be referred to herein as the "Agreement". Any and all capitalized terms contained in this Second Renewal Agreement, and not defined herein, shall have the definition as set forth in the Agreement.
- 2. <u>Second Renewal Period</u>: The Agreement is hereby renewed for an additional one (1) year period commencing January 1, 2019 and continuing through December 31, 2019 (the "Second Renewal Period"), unless terminated sooner as specified in the Agreement.
- 3. Options to Renew: No options to renew the Agreement remain after the expiration of the Second Renewal Period.
- 4. <u>Scope of Services:</u> During the Second Renewal Period, Consultant shall continue to provide the Services as described in the Agreement and <u>Exhibit A-2</u>, attached hereto and incorporated herein, which replaces <u>Exhibit A-1</u> that was attached to and incorporated into the First Renewal Agreement. All references in the Agreement to <u>Exhibit A</u> or <u>Exhibit A-1</u> are understood to be references to <u>Exhibit A-2</u> during the Second Renewal Period.

ECRA Group shall submit all deliverables to the Board on the dates specified in the Scope of Services, as such dates may be modified by agreement of the parties hereto. Any and all such date changes must be documented in writing and signed by the Board's Project Manager and the ECRA Group's Chief Project Consultant. If no delivery date is specified for a particular Deliverable, ECRA Group shall submit such Deliverable to the Board's Project Manager upon termination of this Second Renewal Agreement or upon request, whichever occurs earlier. If any Deliverables require re-work, it is understood and agreed that ECRA Group shall expedite such re-work and shall conduct such additional work as specified in the Scope of Services.

The Board retains final authority with respect to all Services related decisions. The Board may, from time

to time, request changes in the Scope of Services. Any such changes, including any increase in Consultant's fees, shall be documented by a written amendment to this Agreement signed by thee authorized representatives of both parties and the Board's General Counsel.

- Compensation: The total maximum compensation payable to Consultant under this Second Renewal Agreement shall not exceed Two Hundred Thirty Thousand Dollars (\$230,000.00) ("Total Maximum Compensation"), inclusive of all reimbursable expenses, if any. Compensation for Services during the Second Renewal Period shall be payable in accordance with the budget referenced in Exhibit A-2 (the "Budget"). It is understood and agreed that the Total Maximum Compensation shall be based on actual Services performed during the Second Renewal Period, and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement, as may be amended by this Second Renewal Agreement. In the event that this Second Renewal Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Consultant shall promptly refund to the Board any payments received for Services and other deliverables not provided.
- 6. <u>Background Check</u>: Section 7 of the First Renewal Agreement "Criminal History Records Search," which replaced Section 12. H of the Original Agreement, is hereby deleted and replaced with the following:
 - "H. <u>Background Check.</u> Consultant shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor who may provide Services (individually and collectively "Staff") ("Background Check"). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered "contact" for purposes of this Section. Consultant shall not allow any Staff to: (1) provide Services until the Board has completed a DNH Check; or (2) have contact with students until Consultant has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:
 - a. <u>Do Not Hire List</u>. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may provide Services hereunder by checking the Board's "Do Not Hire" ("DNH") records ("DNH Check"). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.
 - b. Criminal History Records Check. Consultant shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board's contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("Criminal History Records Check"). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:
 - Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;

- A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry;
 and
- A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.
- c. <u>Department of Children and Family Services Check</u>. At Consultant's cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("DCFS") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students ("DCFS Check"). Consultant shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not provide Services, shall not access a Board facility and shall not have contact with any CPS student hereunder.
- d. <u>Background Check Representations and Warranties</u>: With respect to each Background Check, Consultant further represents and warrants that Consultant shall;
 - Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
 - ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
 - iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
 - iv. Not allow: (a) any Staff to provide Services until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, 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; and (c) any Staff who has not successfully passed a DCFS Check provide Services under this Agreement;
 - v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by Board of the Background Check and its update process; and
 - vi. Immediately remove from providing Services and terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check,

e. Allocation of Costs and Liquidated Damages. Consultant is obligated to cause the Background Check to be performed for all Staff, and Consultant shall be responsible for the costs of such Background Check. Whether or not Consultant allocates the costs to its subcontractors shall not affect Consultant's obligations in this Section.

If Consultant fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement, and any other agreement Consultant may have or enter into with the Board until Consultant remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Consultant's non-compliance with this Section shall constitute a material breach of this Agreement."

- 7. Freedom of Information Act: Consultant acknowledges that this Second Renewal Agreement and all related documents are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/I) and any other comparable state and federal laws and that this Second Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Consultant further acknowledges that this Second Renewal Agreement shall be posted on the Board's website at www.cps.edu.
- 8. <u>Counterparts and Facsimile</u>: This Second Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding.
- 9. <u>Agreement</u>: Except as expressly amended in this Second Renewal Agreement, all terms and conditions of the Agreement shall remain in full force and effect during the Second Renewal Period.

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

BOARD OF EDUCATION OF CHICAGO	ECRA GROUP, INC.
By: Frank M. Clark, President	By: John GaHa, Ph.
Attest: Stla S. Selta 1/22/19 Estela G. Beltran, Secretary	Title: C E O
Date: //22/19	Date: 1-14-19
By:	
Board Report No. 18-1024/PR1-1	
Approxed as to legal/form co	
Joseph Moriarty, General Coursel	

Attachments:

Exhibit A-2 Second Amended Scope of Services

Exhibit A-2

SECOND AMENDED SCOPE OF SERVICES

ECRA GROUP INC.

CPS Project Manager: Jeffrey Broom

Phone: 773-553-2366

E-Mail: jcbroom@cps.edu

Chief Consultant: John Gatta

Phone: 847-318-0072

E-Mail: johngatta@ecragroup.com

Term: January 1, 2019 - December 31, 2019

This Second Amended Scope of Services ("Scope of Services") shall be conducted pursuant to the terms and conditions of the Consulting Services Agreement ("Original Agreement") between ECRA Group, Inc. ("Consultant" or "ECRA Group"), and The Board of Education of the City of Chicago, commonly known as Chicago Public Schools ("The Board" or "CPS"), as renewed by the Agreement Exercising the First Option to Renew the Consulting Services Agreement ("First Renewal Agreement") and the Agreement Exercising Second and Final Option to Renew Consulting Services Agreement (the "Second Renewal Agreement"). The Original Agreement, the First Renewal Agreement, and this Second Renewal Agreement shall be collectively referred to in this Scope of Services as the "Agreement". Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

General Description

The ECRA Group shall provide annual student growth analytics and student growth reporting services at the following levels of analysis ("Levels of Analysis"):

- o School
- o Grade-within-school
- Subgroup-within-school
- o Network
- Grade-within-network
- Subgroup-within-network
- o Teacher (overall)
- o Teacher (by grade)
- Teacher (by subgroup, as applicable, based on the CPS Data provided in the Data Repository)

Growth analytics will be provided at all Levels of Analysis using the annual Northwest Evaluation Association Measure of Academic Progress ("NWEA MAP"), and the Partnership for Assessment of Readiness for College and Careers ("PARCC") assessments. ECRA Group shall work with the Board to retrieve the necessary test results from the applicable Data Repository (defined below) to provide student growth analytics. ECRA Group shall use CPS Data from academic years 2014-2015, 2015-2016, 2016-2017, 2017-2018, and 2018-2019 as further defined in Section II (7) of this Scope of Services, in order to develop such student growth analytics for the 2019-2020 academic year. ECRA Group shall, if necessary, scale and equate these test results and use these equated scores to facilitate student growth reporting of Reading and Mathematics achievement for both the NWEA MAP assessment and the PARCC

assessment. If scaling and equating is not necessary, ECRA Group shall use the applicable assessment publisher's test scale. Results of this work may be used as part of the CPS school accountability system and teacher and principal evaluation systems.

II. Scope of Services

During the Term of the Agreement, ECRA Group shall conduct analyses, as applicable, at each Level of Analysis in all subjects using NWEA MAP and PARCC. ECRA Group shall take primary responsibility for developing and updating the statistical model that shall perform the analysis and for producing the student growth results. ECRA Group shall work with CPS staff from the Department of School Quality Measurement ("SQM") to ensure that SQM has necessary data files and documentation at the conclusion of the project.

A. Services:

1. ECRA Group's Chief Project Consultant

- John Gatta, acting as Chief Project Consultant under this Scope of Services, shall take primary responsibility for overseeing the Services provided under this agreement, including:
 - i. Consultation regarding model specification decisions, including written recommendations, and memorandums and other input
 - ii. Consultation regarding use of the model in accountability, including written recommendations, memorandums and other input
 - iii. Attendance at the Technical Advisory Committee (defined below) at no more than two (2) Technical Advisory Meetings (defined below) per school year.
 - iv. Provide written input and recommendations regarding the development and delivery of Stakeholder Resources (defined below)
 - v. Participate in weekly Phone Conferences (defined below), but only as requested by the CPS Project Manager
 - vi. ECRA Group's final sign-off on all models before such models are delivered to CPS for approval by the Board

2. Implementation.

- a. <u>Implementation Staff</u>. In addition to the Chief Project Consultant, the ECRA Group shall identify ECRA Group staff members including a (i) Lead Service Delivery Consultant, initially Gina Siemieniec, (ii) a Director of Research and Analytics, initially Corinna Crane, and (iii) one or more analysts to work with CPS student test data to implement the model and other statistical models required to produce student growth indicators, develop documentation, and provide Stakeholder Resources (defined below) to CPS personnel to fully understand the model and the results of the statistical analysis.
- b. <u>Stakeholder Resources</u>. ECRA Group shall provide the following "Stakeholder Resources:" Written reports and other documents (e.g. handbooks, quick-guides, PowerPoint stides, Frequently Asked Questions (FAQ) documents, videos, and other resources) to assist CPS teachers, principals and network staff in communicating the

outcomes of student growth measures to parents, community members and other stakeholders.

3. Consultation. ECRA Group shall provide consultation in the form of written memorandums, presentations, and research briefs on the use of student growth measurements. This consultation shall include: updates on innovation in the field of student growth measurement; considerations for updating or improving student growth models currently in use in CPS; analysis of student growth results; consultation on appropriate use of student growth measures in district policy; and other relevant topics.

4. Student Growth Analysis.

- a. ECRA Group shall provide the Board (through SQM) with student growth results for each Level of Analysis. The timelines for providing these results are detailed under the Section V of this Scope of Services.
- b. ECRA Group shall provide ongoing technical assistance and conduct weekly phone conferences with SQM staff to update SQM staff on the progress of projects listed under the Scope of Services ("Weekly Phone Conferences"). At least one day prior to each Weekly Phone Conference, ECRA Group will provide SQM staff with an updated project management template, in a format to be agreed upon by the Chief Project Consultant and the CPS Project Manager ("Project Management Templates"). The Project Management Template will include: (a) a listing of all projects, (b) status updates, (c) questions and concerns, and (d) all interim deadlines in addition to the final Completion Dates (defined below). ECRA Group shall also provide the SQM team and the CPS Project Manager with documentation for any decisions made and changes to the student growth model.
- c. ECRA Group shall prepare technical manuals, reports and other documentation ("Final Documentation") for each of the models that explains in detail student growth methodology and indicators developed through this project. Specifically, the Final Documentation shall: a) summarize the results of all Services and Deliverables (defined in Section III) provided under this Scope of Services; b) fully document the model and calculation procedures used by the ECRA Group; and c) document quality checks performed, including model fit statistics. ECRA Group acknowledges and agrees that the Final Documentation shall be made available to the Board, students, teachers, other stakeholders, and the general public by posting the Final Documentation on the CPS internet website.

5. Status Meetings

a. At a minimum of two (2) times per year, at times and locations specified by the CPS Project Manager or his designee, the Chief Project Consultant and other designated ECRA Group staff shall meet with members of the SQM staff for 3-hour time periods to discuss the final analyses, answer specific questions, and provide appropriate follow-up activities. These Status Meetings are in addition to the other meetings specified in this Scope of Services.

6. Technical Advisory Meetings.

a. No more than two (2) times during the Second Renewal Period, at times and locations specified by the CPS Project Manager or his designee, the Chief Project Consultant and

other designated ECRA Group staff shall meet with members of the SQM staff and the Student Growth Technical Advisory Committee, a committee comprised of several independent third party experts in educational measurement ("Technical Advisory Committee"), to discuss ongoing work, present completed analyses, answer specific questions, solicit advice on pending statistical and technical questions, and provide appropriate follow-up activities. These Technical Advisory Meetings are in addition to the other meetings specified in this Scope of Services.

7. Data Repository

- a. ECRA Group and CPS will use a CPS sFTP Site, a secure encrypted data exchange system (the "Data Repository"), for exchanging secure data. ECRA Group agrees to provide CPS with a public-facing IP address to use in conjunction with such Data Repository.
- b. CPS will upload the following CPS Data to the Data Repository:
 - NWEA MAP data, including student identification information, school year, testing dates, test names, test grades, subjects, scale score, performance level, and national percentile for academic years: 2014-2015, 2015-2016, 2016-2017, 2017-2018, and 2018-2019.
 - PARCC data, including student identification information, school year, testing dates, test names, test grades, subjects, scale score, and performance level for academic years: 2014-2015, 2015-2016, 2016-2017, 2017-2018, and 2018-2019.
 - Student enrollment and demographic data for academic years: 2014-2015, 2015-2016, 2016-2017, 2017-2018, and 2018-2019.
 - iv. Teacher rosters for the 2018-2019 academic year.

Additional CPS Data will be uploaded to the CPS Data Repository as agreed to by the CPS Project Manager and the Chief Project Consultant.

III. Deliverables

ECRA Group shall provide the following Deliverables to the Board, transmitted in compliance with Section 11(D) of the Original Agreement;

- A. Data files containing for NWEA MAP Reading and Mathematics achievement growth for the 2018-2019 academic year, measuring spring-to-spring growth for 3-8 grades at the following Levels of Analysis:
 - 1. School
 - 2. Grade-within-school
 - 3. Subgroup-within-school
 - 4. Network
 - 5. Grade-within-network
 - 6. Subgroup-within-network
 - 7. Teacher (overall)
 - 8. Teacher (by grade)

- Teacher (by subgroup, as applicable, based on the CPS Data provided in the Data Repository)
- B. Data files containing PARCC Reading and Mathematics achievement growth for the 2018-2019 academic year and all future years for which this agreement is extended, measuring spring-to-spring growth for 4-8 grades at the following Levels of Analysis:
 - 1. School
 - 2. Grade-within-school
 - Subgroup-within-school
 - 4. Network
 - Grade-within-network
 - 6. Subgroup-within-network
 - 7. Teacher (overall)
 - 8. Teacher (by grade)
 - Teacher (by subgroup, as applicable, based on the CPS Data provided in the Data Repository)
- C. For each of the analyses listed in sections (1) and (2) above, a student-level data file, in a format determined by the CPS Project Manager, which contains scores used in the student growth calculation, student growth residuals, and school and teacher weighting (dosage) for all years and all grades used in computing the growth indicators.
- D. For each of the analyses listed in sections (1) and (2) above, a document in an electronic format determined by the CPS Project Manager, which describes the statistical model, description of data source(s), description of data manipulation steps, and other technical considerations, including documentation on quality checks performed and results of quality checks. CPS acknowledges that all technology and source code developed by ECRA in performance of services under this agreement is a trade secret and propriety to ECRA. Under no circumstances shall ECRA release or make available source code used or developed by ECRA in connection with this agreement.
- E. ECRA Group shall submit all Deliverables to the CPS Project Manager for review and approval. If any Deliverables require re-work, it is understood and agreed that ECRA Group shall conduct and expedite such re-work as specified by the CPS Project Manager.

IV. Training

- a. Upon the request of the CPS Project Manager, ECRA Group shall provide on-site in-person training and/or web-based professional development for CPS Central Office, network and school staff to improve understanding and use of the student growth measures ("Training").
- b. All Training provided by ECRA Group shall be pursuant to individual Task Orders, a sample of which has been attached to the Agreement as <u>Exhibit D</u>. The Task Order must be submitted to the CPS Project Manager for review, approval and signature prior to the

commencement of the Training. Each Task Order must include a detailed description of the Training to be provided, including the duration, frequency, number of trainers, number of attendees, topics covered, the cost of any training materials provided, locations, and pricing, which must be consistent with the Budget, listed in Subsection V of this Scope of Services. The total cost of Training shall not exceed Thirty Thousand and 00/100 Dollars (\$30,000.00) throughout the Second Renewal Period of this Agreement.

c. No Training may be provided under any Task Order prior to Issuance of an authorizing Purchase Order. The pre-printed terms and conditions found on the Board's Purchase Order apply to the full extent that those terms are not inconsistent with the terms and conditions contained in this Agreement and Scope of Services.

V. Performance Schedule and Budget

This Second Renewal Agreement Will Be Posted on the CPS Website

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Initial Fee	Initial fee for start-up costs required to commence providing Services		Upon execution of this agreement.	\$20,000*
Model Development	Consultation on NWEA MAP and PARCC student growth models	Weekly Phone Conferences, Project Management Templates, and other documentation pertinent to the Weekly Phone Conferences, Technical Advisory Committee Meetings (1x a year)	On or before July 15, 2019	\$30,000*
	Documentation	Consult on improvements to the documentation of the NWEA MAP and PARCC Student Growth models. This includes identifying and documenting the statistical model, control variables, and statistical techniques.	On or before July 15, 2019	\$30,000*
Résults	Produce student growth results for NWEA MAP assessments	Calculation of SY2017 NWEA MAP Spring-to-Spring model: Calculate SY2017 Spring-to-Spring student growth model results for the NWEA MAP assessments in Reading and Mathematics for Grades 3-8 at the school, grade, network and teacher levels; this includes developing and calculating single-year results for all schools in a file format specified by CPS. This file of results will be quality reviewed by ECRA Group before providing final results to CPS. Provide Final Documentation in a file format determined by the CPS Project Manager and Chief Project Consultant.	On or before the end of the Second Renewal Period	\$80,000*

	Produce student growth results for PARCC assessments	Calculation of SY2017 PARCC Spring-to-Spring model: Calculate SY2017 Spring-to-Spring student growth model results for the PARCC assessments in Reading and Mathematics for Grades 4-8 at the school, grade, network and teacher levels; this includes developing and calculating single- year models for PARCC, results for all schools in a file format specified by CPS. The file of results will be quality reviewed by ECRA Group before providing final results to CPS. Provide Final Documentation in a file format determined by the CPS Project Manager and Chief Project Consultant.	On or before the end of the Second Renewal Period	\$40,000*
Training	not to exceed Th (\$30,000) during John Gatta Gina Siemieniec Corinna Carne Reimbursable Exparking. CPS shall also p	\$250/hr.	Ongoing	\$30,000
TOTAL (Not to Exceed)				\$230,000

^{*}The cost shall include all Services enumerated in Section II (Services) of this Exhibit A-2

VI. Outcomes

ECRA Group's services shall result in the Board having valid and reliable indicators of student growth that can be used in school, principal, teacher, and network accountability and that provide CPS with a better understanding of the patterns of academic growth among CPS students. This understanding will be valuable in identifying school, classrooms, and networks with average, above-average, or below-average levels of student academic growth from one year to the next and over time.

CPS understands that the generalized student growth statistical methodology used by ECRA is different than the value-added methodology used by CPS in prior years. The student growth metrics produced under this agreement will not be a drop in replacement for student growth metrics used in previous years. Consequently, student growth measures produced under this agreement will not be comparable to student growth measures reported in previous years.

VII. Payment Schedule

ECRA Group shall invoice CPS for actual Services provided and Tasks completed (as described above) according to the following schedule, not to exceed \$230,000 during the Second Renewal Period.

- Upon execution of this Second Renewal Agreement, ECRA Group shall submit an invoice to CPS in the amount of \$20,000 (the "Initial Fee").
- On July 15, 2019, ECRA Group shall submit an invoice to CPS in the amount of \$140,000.
- Upon delivery of the Final Document, ECRA Group will submit an invoice to CPS in the amount of \$40,000.

Training, including preparation, any reimbursable expenses for mileage, tolls and parking and the cost of any training materials described in a Task Order for Training, will be invoiced as it is provided and at the following hourly rates, not to exceed \$30,000 during the Second Renewal Period.

John Gatta or Research Scientist

\$250/hr

· Gina Siemieniec or Service Delivery Consultant

\$195/hr

The last payment will not be due to ECRA Group until all of the Tasks, including the Final Documentation, all Activities and Deliverables, have been delivered and approved by the CPS Project Manager, and the Consultant has provided a Certificate of Destruction. If any Tasks or Final Documentation must be reworked by ECRA Group, the Board shall not make a final payment until such Tasks and Final Documentation have been approved by the CPS Project Manager.