

Memorandum of Understanding
Between
Collaboration for Early Childhood Care and Education
And

Oak Park Elementary School District 97

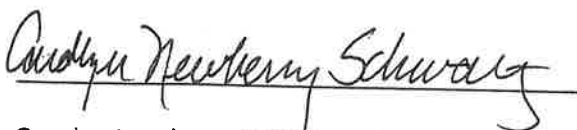
Regarding Data Sharing for the Purpose of Establishing and Monitoring Progress on Benchmarks
Incorporated in the Contract for Early Childhood Education Services

This Memorandum of Understanding (MOU) expands the Inter-Agency Data Sharing Agreement (Agreement) between Oak Park Elementary School District 97 (District 97) and the Collaboration for Early Childhood Care and Education (Collaboration) dated December 3, 2010 and attached as Exhibit A and is pursuant to the Collaboration's Contract (Contract) with District 97, the Village of Oak Park and Oak Park River Forest High School District 200 to provide early childhood education Services (Exhibit B). The Contract calls for the Collaboration to: 1) establish an information system; 2) establish baseline measures for service delivery in the first two years, and 3) continue to measure against those baselines in the remaining three years. This MOU is entered into as of the 24th day of February, 2014 ("Effective Date") and this MOU shall become part of the Agreement as of the Effective Date of the MOU.

The Collaboration designates and District 97 acknowledges Chapin Hall as an independent contractor retained by the Collaboration to perform the tasks described in the paragraph above to enable the Collaboration to meet the terms of its Contract with District 97, District 200 and the Village. As the contractor, item 7.b.iii of the Collaboration's contract with Chapin Hall (Exhibit C) requires Chapin Hall to treat all of the Collaboration's individual, family and program data as confidential. Per the Agreement, Section 2, the Collaboration will require Chapin Hall to treat District 97's data with the strictest confidence, in the same way required of Collaboration employees.

The Collaboration and District 97 acknowledge and agree that calculations to establish baseline values and targets for certain benchmarks and the attendant analyses that go with that work require data that are available only from District 97. In order to ensure efficiency and to protect the integrity and security of the data, the Collaboration believes it best that Chapin Hall directly receive the data from District 97.

The Executive Director of the Collaboration and the District 97 Superintendent or designee will create and maintain written and mutually agreed upon lists of data to be provided directly to Chapin Hall that are necessary to calculate and analyze the benchmarks incorporated in the Contract. The lists will be signed by the authorized agent of District 97 and the Collaboration and incorporated in this MOU Appendix D (Authorized Data Lists). Appendix D will be reviewed and updated on an annual basis, and more frequently when warranted.



Carolyn Newberry Schwartz, Executive Director
Collaboration for Early Childhood Care and Education



Albert Roberts, Superintendent
Oak Park Elementary Schools District 97

DATA SHARING AGREEMENT

THIS AGREEMENT, made on the 3rd day of December, 2010 ("Effective Date"), by and among Oak Park Elementary School District 97, ABC Toon Town II, Oak Park River Forest Day Nursery, and the Hephzibah Children's Association Headstart Program (each of which shall be referred to herein as a "Program," and collectively, as the "Programs"), and the Collaboration for Early Childhood Care (the "Collaboration"). The Collaboration and each Program shall also be hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, each Program provides services to preschoolers in Cook County;

WHEREAS, the Collaboration is a not-for-profit organization which seeks to enable the Programs to provide better services to preschoolers in Cook County;

WHEREAS, in order to provide the Programs with services, the Collaboration requires certain confidential data from each Program; and

WHEREAS, the Programs each desire to work with the Collaboration and benefit from its services, and therefore have agreed to provide the Collaboration with confidential data, subject to an agreement to maintain the confidentiality of such data.

NOW, THEREFORE in consideration of the mutual promises and covenants set forth herein, the adequacy and sufficiency of which are hereby acknowledged, Collaboration and the Program agree as follows:

1. Confidential Information. "Confidential Information" is all information outside the public domain, documents, data, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer-readable file that identifies or otherwise can be linked to a particular child participant in a Program or such child's parent or guardian, and also any other information specifically identified as confidential that is provided by or on behalf of a Program to the Collaboration, and all data bases, analyses, extracts and other derivative works that were prepared by Collaboration and contain such information, to the extent such can still be linked to a particular participant or participant's parent or guardian. Such information shall include enrollment information, demographic information, progress reports, health information and other files and records maintained by a Program in connection with child participants, for so long as the child or the parent or guardian can still be identified from such information. The term "Confidential Information" will not, however, include information which is or becomes available to the general public other than as a result of a direct or indirect disclosure of Collaboration.

2. Acknowledgment. Collaboration will maintain and cause its employees, independent contractors, volunteers, agents and representatives to maintain, in the strictest confidence, all Confidential Information it collects from or with respect to a Program during or in connection with this Agreement, and in accordance with all applicable laws and regulations, as

well as the Collaboration Privacy Policy attached hereto as Exhibit A, and incorporated herein. To the extent that any Program has any access to any other Program's Confidential Information, even if inadvertently, each such Program shall similarly maintain and cause its employees, independent contractors, agents and representatives to maintain, in the strictest confidence, all such Confidential Information belonging to the Collaboration and/or to another Program during or in connection with this Agreement, and in accordance with all applicable laws and regulations, as well as the Collaboration Privacy Policy attached hereto as Exhibit A, and incorporated herein.

3. Maintenance of Confidential Information. Collaboration shall maintain complete and accurate records of its receipt and use of Confidential Information provided by a Program. Upon reasonable advance written notice, a Program (or its designated agent) shall have the right to review, inspect and audit the records of Collaboration relating to such Program's Confidential Information to ensure compliance with this Agreement.

4. Data Security. Collaboration shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards to protect the unauthorized access, use, destruction, loss or alteration of the Confidential Information in the possession of Collaboration, which are:

- (i) Require the Collaboration to exercise the degree of care that a prudent person acting in a like capacity and familiar with industry best practice would use in the same circumstances;
- (ii) Adequate to meet the requirements of applicable laws and regulations; and
- (iii) Consistent with the Collaboration Privacy Policy, which may be amended from time to time upon advance notice to each Program.

Collaboration shall assume sole responsibility for its information technology and data security, privacy, and process controls that are used to prevent the unauthorized access, use, destruction, loss or alteration of the Confidential Information in the possession of Collaboration.

5. Breach of Confidentiality. In the event Collaboration discovers, or is notified of, a breach or potential breach of security relating to a Program's Confidential Information, Collaboration shall:

- (i) Investigate such breach or potential breach;
- (ii) Expeditiously, and, in any event, within seven (7) days of discovery of such a breach or potential breach, notify the applicable Program of such breach or potential breach and the specific measures that Collaboration will take to cure such breach or potential breach of security;
- (iii) Remediate the effects of such breach or potential breach of security; and
- (iv) Provide the applicable Program with such assurances as the Program shall request that such breach or potential breach of security will not recur.

6. Access to Confidential Information. Collaboration shall not permit any of the Programs' Confidential Information to be disseminated, sold, assigned, leased or licensed to any third party outside Collaboration, nor otherwise exploited in any way.

7. Provision of Data to Collaboration by the Program. The Programs agree to make commercially reasonable attempts to provide Collaboration with its child participants' information delineated below on an ongoing basis, in a manner and format as mutually agreed to by each Program and the Collaboration:

- Demographic information of children and their respective parents and guardians
- Enrollment and eligibility information
- Progress reports for enrolled children
- Health records for enrolled children

8. Use of The Programs' Data by Collaboration. Collaboration agrees to use the data provided by the Program solely for the purposes of providing services to the Programs, and in conformance with the mission of the Collaboration, which is more fully set forth on Exhibit B attached hereto and incorporated herein.

9. Compliance with Law. The Collaboration and each Program agree to comply with all relevant federal and state laws concerning the subject matter of this Agreement. Prior to sharing Confidential Information with the Collaboration, Programs will obtain and retain all necessary consents and permission required by applicable law to disclose information to the Collaboration and to enable the Collaboration to aggregate and analyze the Confidential Information disclosed to it by the Programs. Programs will retain and maintain all such signed consents and permissions for at least (3) years from the last date such consents and permissions are effective, or longer if required by law, and will make such consents and permissions available for review and copying or electronic scanning by the Collaboration, upon reasonable advance notice.

10. Irreparable Harm. The Parties acknowledge and agree that disclosure or an inappropriate use of any of the Programs' Confidential Information will cause irreparable injury to the affected Program, inadequately compensable in damages. Accordingly, in addition to any other remedies that may be available at law or in equity, the affected Program shall be entitled to injunctive relief including the immediate issuance of a restraining order or preliminary injunction against the breach or threatened breach of any of the confidentiality provisions and protections set forth in this Agreement.

11. Reasonability. The Parties acknowledge and agree that the confidentiality provisions of this Agreement are essential for the protection of the Programs' legitimate business interests and legal obligations, and are fair and reasonable in scope and content.

12. Required Disclosures.

(i) If the Collaboration is required to disclose any of the Programs' Confidential Information, due to the receipt of a subpoena or other valid and enforceable

administrative or judicial process specifically requesting such Confidential Information, Collaboration shall provide immediate written notice to the applicable Program of such receipt.

(ii) Collaboration shall cooperate with the applicable Program in its efforts to seek a protective order, reasonable assurance that confidential treatment will be accorded the Confidential Information by such tribunal or other appropriate remedy (as determined by the Program and its Trustees and legal counsel).

(iii) If, in the absence of a protective order or other remedy or the receipt of a written waiver by the applicable Program, Collaboration is nonetheless, in the written opinion of its legal counsel, legally compelled to disclose any of the Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, Collaboration may disclose to such tribunal only that portion of the Confidential Information which such legal counsel advises that Collaboration is legally required to disclose; provided that Collaboration first notifies the applicable Program and legal counsel and has reasonably cooperated with the Program and its legal counsel, as set forth above.

13. Permitted Use and Disclosure of Confidential Information. The Program agrees that Confidential Information disclosed under the terms of this Agreement may be used and/or disclosed by the Collaboration consistent with its Privacy Policy and to the extent necessary for Collaboration to undertake its mission, provided that such use and/or disclosure is consistent with the terms of this Agreement, and applicable laws and regulations.

14. Limitation of Rights. Nothing contained in this Agreement shall be construed as granting or conferring any intellectual property rights, or any other rights whatsoever, express or implied, by licensing or otherwise in the Programs' Confidential Information except as expressly provided herein. This Agreement is not intended and it shall not be construed to create any right in or upon any person or entity not a party to this Agreement.

15. Governing Law; Dispute Resolution. The construction, interpretation, performance and enforcement of this Agreement, and all exchanges of Confidential Information and Documentation pursuant to this Agreement, shall be governed by the internal laws of the State of Illinois, except as such laws are preempted by any provision of federal law. Any action or proceeding arising out of or relating to this Agreement shall be brought and tried solely in the state or federal courts located in Cook County, Illinois, and in no other court or venue. In addition, the Parties expressly consent to the jurisdiction of such courts.

16. Construction and Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement or the Plan documents.

17. Inurement. This Agreement shall inure to the benefit of the Parties and their respective successors and assigns.

18. Amendment and Waiver. No provision of this Agreement may be altered, amended

and/or waived and no breach excused, except by a written document signed by both Parties hereto setting forth such alteration, amendment, and/or waiver. The Parties hereto agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation under this Agreement.

19. Captions and Titles. Captions and Titles contained in this Agreement are inserted for reference and convenience only, and shall not affect the substance or interpretation of the provisions contained in this Agreement.

20. Authority to Execute. Each Party hereto warrants and represents to the other Parties that the individuals executing this Agreement have the power and authority to do so in accordance with applicable law.

21. Term. The term of this Agreement shall be for a period of one (1) year commencing from the Effective Date, to renew automatically annually for an additional one (1) year terms unless otherwise terminated as provided herein or by written agreement of the Parties.

22. Termination. This Agreement may be terminated by any Party without cause or penalty upon ninety (90) days prior written notice to the other Parties. Notwithstanding the above, this Agreement may be terminated immediately by a Program by giving written notification to Collaboration in the event that a Program reasonably determines that the Collaboration has failed to meet its commitments to the Program set forth in this Agreement. Upon termination of this Agreement, the Confidential Information and other records maintained by Collaboration with respect to the applicable Program shall be handled as set forth in the Collaboration's Privacy Policy. -

23. Entire Agreement. This writing (and all Exhibits or other agreements incorporated herein by reference) contains the entire agreement of Collaboration and the Programs, and there are no promises, understandings, or agreements of any kind pertaining to this Agreement other than as stated herein. This Agreement, including all Exhibits and attachments hereto, supersedes any other agreement or understandings between Collaboration and the Programs (whether oral or written).

24. No Assignment. Collaboration may not assign this Agreement without the prior written consent of each Program.

25. Independent Contractor Relationship. Nothing contained herein shall create the relationship of employer and employee, master-servant, joint venture or partnership or any similar affiliation between Collaboration (on the one hand) and any of the Programs (on the other). In no event shall Collaboration personnel be deemed to be employees of the Programs or otherwise; under the direction or control of them; or entitled to any benefits from the Programs. In addition, no Party to this Agreement shall be the agent or legal representative of the other for any purposes whatsoever; or be granted any express or implied acquiescence, consent, right or authority by the other Party to assume or create any obligation or responsibility on behalf (or in the name) of the other Party in any matter, other than those express rights set forth in, or contemplated by, this Agreement.

26. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties; there are no intended third-party beneficiaries of this Agreement.

27. Notices.

Notices under this Agreement shall be made in writing and delivered to each Party personally, or by overnight courier service or first class mail, return receipt requested. Notices shall be effective upon receipt, unless sent by mail in which event they shall be effective five (5) days after the date of mailing. Notices shall be addressed as follows (or sent to such other address as a Party may notify the other Party pursuant to this Section that it desires notices to be sent):

- (a) To the Collaboration
Collaboration for Early Childhood Care and Education
123 Madison Street, Room 209
Oak Park, Illinois 60302

With copies to:

- (b) To each Program

[Insert Contact Information]

28. Interpretation. Should any provision of this Agreement require interpretation or construction, it is agreed by the Parties hereto that the court or other entity interpreting or construing such document shall not apply a presumption that the provisions hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agents prepared the same, it being agreed that all Parties (either directly or by their respective counsel) have fully participated in the negotiation and preparation of all provisions of this Agreement.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same legal instrument.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement in their respective representative capacities (and not personally) on the dates shown below:

Oak Park Elementary School District 97

ABC Toon Town II

By: Albert G. Roberts

By: Bernadette Hicks

Name: Albert G. Roberts

Name: Bernadette Hicks

Title: Superintendent

Title: Executive Director

Date: December 3, 2010

Date: April 27, 2011

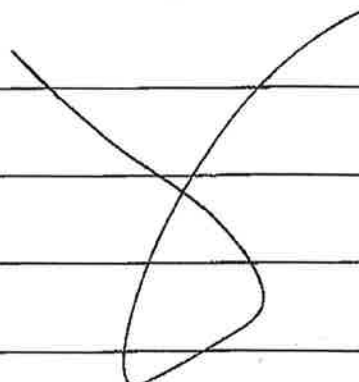
Oak Park River Forest Day Nursery

Community Economic Development Association
Headstart Program

By: Catherine A. Hart

By: 

Name: Catherine A. Hart

Name: 

Title: Executive Director

Title: 

Date: February 7, 2011

Date: 

Collaboration for Early Childhood Care

By: Carolyn Newberry Schwartz

Name: Carolyn Newberry Schwartz

Title: Executive Director

Date: 12/3/2010

Exhibit B

AMENDED CONTRACT FOR EARLY CHILDHOOD EDUCATION SERVICES

This Amended Contract for Early Childhood Education Services ("Contract for Services") is entered into on the date last written below by and among the **Board of Education of Oak Park and River Forest High School District No. 200, Cook County, Illinois** ("District 200"), the **Board of Education of Oak Park Elementary School District No. 97, Cook County, Illinois** ("District 97"), the **Village of Oak Park, Cook County, Illinois** ("the Village"), and the **Collaboration for Early Childhood Care and Education, d/b/a Collaboration for Early Childhood, a not-for-profit corporation** ("Collaboration"), collectively referred to herein as "the Parties." District 200, District 97, and the Village, who are purchasing the services of the Collaboration as provided herein, shall be collectively referred to herein as "Purchasers."

WITNESSETH

WHEREAS, the Purchasers previously entered into an Intergovernmental Agreement for the Purchase of Services Pertaining to Early Childhood Education (the "IGA"); and

WHEREAS, pursuant to the terms of the IGA, the Purchasers expressed their desire to enter into a contract with the Collaboration for the purposes of providing early childhood education services to implement a comprehensive, coordinated approach to early childhood care and education including: (1) periodic developmental, hearing and vision screening of all children from birth to age five; (2) professional development to increase the skills of early childhood education teachers, caregivers, and home providers, with a focus on those programs serving at-risk families; (3) parent information and support for all families with children under kindergarten age; (4) intensive home visiting services for at-risk families with children ages birth to three, and children with disabilities, and low intensity home visiting services for families with children ages birth to three requesting support; (5) coordination of recruitment, staff and program development and assessment of all publicly funded preschool programs; and (6) data collection to track service usage, identify shortages and underused services, and assess program impact; and

WHEREAS, the Collaboration has committed to provide such early childhood services to the children and families of Oak Park and River Forest in accordance with the

terms of this Contract for Services.

NOW, THEREFORE, in consideration of the mutual undertaking and covenants of the Parties as set forth in this Contract for Services, and for other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Parties agree as follows.

ARTICLE 1: INTRODUCTION

- 1.1. Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as though fully set forth herein.
- 1.2. Purpose.** The purpose of this Contract for Services is to provide professional early childhood education services for the children and families of Oak Park and River Forest.
- 1.3. Commitments.** The Collaboration agrees to provide the services set forth in this Contract for Services, and to submit for review by the Governing Board, as defined in the IGA, invoices and other required documentation including, but not limited to, all reports required herein. The Purchasers, through the Administrative District established in the IGA, agree to pay the Collaboration the amounts listed on the Payment Schedule attached hereto as Exhibit A.

ARTICLE 2 - SERVICES TO BE PROVIDED BY COLLABORATION

- 2.1 Scope of Services.** The Collaboration agrees to provide early childhood education services as described in the Contract for Services and more fully set forth on Exhibit B, which is attached hereto and incorporated by reference herein.
- 2.2 Standard of Care.** The Collaboration hereby represents that it is experienced and qualified to provide the early childhood services referenced in this Contract for Services and will exercise all standards of care provided by law and industry for all such services and at all relevant times in accordance with such experience.
- 2.3 Background Checks.** The Collaboration agrees to perform criminal background checks for all personnel who have direct contact with children in accordance with Section 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9) before they perform any of the services pursuant to this Contract for Services. Upon a request by any

Party, the Collaboration shall provide District 200 and District 97 with copies of the criminal background check documentation.

- 2.4 Key Personnel.** The Executive Director of the Collaboration shall be responsible for overseeing the implementation of the provision of services pursuant to this Contract for Services. In the event the Collaboration needs to make a change in the position of Executive Director, it shall notify the Purchasers. In such event, the Purchasers shall have the right to comment on the selection of a new Executive Director.
- 2.5 Independent Contractor.** All personnel performing the early childhood services pursuant to this Contract for Services shall be employees or subcontractors of the Collaboration and shall not be considered employees, subcontractors or agents of the Purchasers. The Collaboration represents that it has or will secure all personnel, subcontractors and consultants necessary to perform the services required under this Contract for Services. All of the services required hereunder will be performed by the Collaboration, or under its supervision, and the Collaboration agrees that all personnel engaged in the work shall be fully qualified to perform such services. The Purchasers shall have no authority to supervise, compensate or responsibly direct the employees, subcontractors or agents of the Collaboration. The Collaboration's subcontracts will; state that the subcontract will not survive the termination of this Contract for Services.
- 2.6 Goals Accountability.** The Collaboration shall perform the services provided herein and use all reasonable efforts to achieve these goals set forth in the Program Goals and Measures attached hereto as Exhibit C.
- 2.7 Equal Employment and Fair Practices.** The Collaboration, in performing its obligations under this Contract for Services, shall:
- a) Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, national origin or any other reason prohibited by federal, state or local law, nor otherwise commit an unfair employment practice; and

- b) Take action to ensure that applicants are not subject to discrimination on the basis of race, religion, disability, creed, color, sex, age, sexual orientation, national origin, status as a disabled veteran or Vietnam era veteran or for any reason prohibited by federal, state or local law with respect to their employment, promotion, demotion, transfer, termination, rates of pay, other forms of compensation, or selection for training, including apprenticeship.
- c) Take action to ensure that program applicants and participants served by the Collaboration and its employees and agents are not subject to discrimination in the receipt of such services on the basis of race, religion, disability, creed, color, sex, age, sexual orientation, national origin, status as a disabled veteran or Vietnam era veteran or for any reason prohibited by federal, state or local law.
- d) Agree and authorize the Purchasers to conduct reviews and conduct other procedures or practices to assure compliance with these provisions. The Collaboration agrees to post, in conspicuous places available to employees and applicants for employment or distribute to employees and applicants for employment and program services, notices setting forth the provisions of this non-discrimination clause.
- e) Agree not to violate any federal, state or local laws, rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the Collaboration in the agreement or payments made pursuant to this Contract for Services.

2.8 Open Meetings Act. The meetings of the Collaboration Board of Directors shall conform to the procedures set forth in the Illinois Open Meetings Act.

ARTICLE 3 - RIGHTS AND OBLIGATIONS OF PURCHASERS AND COLLABORATION

3.1 Payment for Services. The Purchasers agree to pay the Administrative District,

established in the IGA, for the services provided pursuant to this Contract for Services in accordance with the payment schedule attached hereto as Exhibit A and incorporated herein.

In the event that any Purchaser fails to make a timely payment as required in Paragraph 13, the Collaboration will provide notice of the lack of payment to all the Purchasers. The Collaboration shall have the right to terminate this Contract for Services because of such lack of payment. This termination right is in addition to the termination right under Article 5 of this Contract for Services.

Alternatively, the Collaboration shall have the right to determine which services it is able to continue to provide and which will be curtailed until the delinquency is cured.

The Collaboration will request draws every other month from the Administrative District for funding.

- 3.2** It is recognized that funds received pursuant to the Payment Schedule under the IGA which are not fully expended during the fiscal year for which they are received will be deemed savings and carry forwarded to the next fiscal year up to 11% of total annual contractual payments.

At the time of the annual audit pursuant to 3.8, the Collaboration shall report to the Governing Board the amount of funds at fiscal year-end that are in excess of the 11% cap (if any) and remit those funds to the Administrative District within 30 days of completion of the Annual Audit. The Administrative District shall hold those funds in the proportion paid by each Party in each Party's separate account pursuant to the IGA and Contract for Service.

After the Collaboration reaches a total amount of 3 months operating reserve based on the contract year budget, the remaining dollars, even if the 11% cap has not been reached, are to be returned to the Administrative District. The Administrative District shall hold those funds in the proportion paid by each Party in each Party's separate account pursuant to the IGA and Contract for Service.

- 3.3 Review of Services.** The Purchasers, through their representatives on the Governing Board under the IGA, shall be entitled to receive and review reports on the professional early childhood education services being provided by the Collaboration.
- 3.4 Budget.** The Purchasers shall review and comment upon the annual budget of the Collaboration. The Collaboration shall submit to the Purchasers for review, at least one hundred twenty (120) days prior to the end of each fiscal year, the Collaboration's proposed budget for the following fiscal year.
- 3.5 Review of Implementation.** The Purchasers, through their representatives on the Governing Board under the IGA, shall have the right to review the implementation of the services provided for under this Contract for Services.
- 3.6 Feedback.** The Purchasers, through their representatives on the Governing Board under the IGA, may provide feedback to the Collaboration's Board of Directors at any time.
- 3.7 Financial Documents.** The Purchasers, through their representatives on the Governing Board under the IGA, shall review the Collaboration's year-to-date financials at each meeting provided for under the IGA, and between meetings as the Purchasers shall reasonably determine is necessary and appropriate.
- 3.8 Annual Report.** The Purchasers shall be provided an annual report on the activities of the Collaboration.
- 3.9 Annual Audit.** The Purchasers, through their representatives on the Governing Board under the IGA, shall be provided an annual audit of the Collaboration. Upon reasonable request, during normal business hours, the Purchasers may examine, and the Collaboration shall make available, all of its records that are not protected from disclosure by any applicable employment-related law. The Collaboration shall permit the Purchasers, through their representatives on the Governing Board under the IGA and upon reasonable notice and during business hours, to audit, examine, and copy such records, and to make audits of all payroll and other expenditures of the Collaboration at the Purchasers' cost. The Collaboration shall provide the Purchasers with an annual audited financial statement. The statement shall be prepared by an

independent accounting firm and shall be conducted in accordance with generally accepted auditing principles or other acceptable and customary accounting standards appropriate to the services provided under this Contract for Services. The audited annual statement shall be due within four (4) months after the end of the Collaboration's fiscal year. The Collaboration shall provide such additional information as the Purchasers may reasonably require after their review of the submitted audited annual statement.

3.10 Goals and Measures. The Purchasers, through their representatives on the Governing Board under the IGA, shall be provided with reports on progress regarding Program Goals and Measures as provided for in Exhibit C.

3.11 Information Sharing. The Purchasers, through their representatives on the Governing Board under the IGA, shall be invited to participate in annual reviews and discussion of strategies to develop systems to ensure the advancement of information sharing between the parties to this Contract for Services to assess the return on this investment and to ensure an integrated support to children and youth as they develop.

ARTICLE 4 - INSURANCE AND INDEMNIFICATION

4.10 Insurance. During the term of this Contract for Services, the Collaboration shall maintain the following insurance policies naming each of the Purchasers as additional insureds:

- Commercial General Liability Insurance, which shall specifically cover the Collaboration's indemnification obligations pursuant to Paragraph 4-2 herein, with the minimum coverage amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate;
- Automobile Liability Insurance with the minimum coverage amount of \$1,000,000;
- Professional Liability Insurance with minimum coverage amounts of \$1,000,000;

- Workers Compensation Insurance in the statutorily requirement amount; and
- Umbrella Excess Insurance Coverage, which shall specifically cover the Collaboration's indemnification obligations pursuant to Paragraph 4.2 herein, with minimum coverage in the amount of \$5,000,000.

Effective July 1, 2013 and annually thereafter, the Collaboration shall provide certificates of insurance and endorsements to the Purchasers showing such coverage in place at all times during which this Contract for Services is effective and naming the Purchasers as additional insureds on the commercial liability, auto liability, and umbrella policies prior to performing any services pursuant to this Contract for Services. The Purchasers shall have the right to review the insurance coverages and the Collaboration agrees that there shall be no change, amendment or termination of such insurance coverages without at least thirty (30) days prior notice to the Purchasers. Any reduction or material amendment to the coverages provided by the Collaboration hereunder shall be subject to prior approval by the Purchasers.

4.2. Indemnification. The Collaboration agrees to indemnify and hold the Purchasers harmless against any and all liabilities, damages, claims, causes of action, judgments, costs, expenses, and fees that the Purchasers incur arising out of the Collaboration's performance or failure to perform its obligations in accordance with the terms of this Contract for Services, which shall also include indemnification of reasonable attorneys' fees if such fees were incurred as the result of acts or failures to act by the Collaboration that the Governing Board deems, in its discretion, to be inappropriate under all of the relevant facts and circumstances.

ARTICLE 5 - TERM AND TERMINATION

5.1 Term. This Contract for Services shall commence on July 1, 2013 and unless terminated earlier pursuant to the terms hereof shall continue for a term of five (5) years. At the end of such term, this Contract for Services shall be automatically renewed for additional five-year terms, subject to any earlier termination or notice of non-

renewal in accordance with the terms hereof. The payment levels of each

Party shall remain at the same level as that during year five of the most recent contract term unless changed through an amendment to the Contract for Services.

5.2 Termination. Any Party may terminate its obligations under this Contract for Services with or without cause each year of the term herein or successive terms by providing written notice of termination or non-renewal postmarked between December 1 to December 31 of any year by certified letter, return receipt requested, to be delivered to the Administrative District with copies to each of the other Parties. If such notice is provided, this Contract for Services will terminate on the following June 30.

5.3 Return of Unused Funds to the Purchasers After Termination, or Expiration or Dissolution of the Collaboration's Corporation. Upon the expiration or termination of this Contract for Services any unused funds of the Collaboration originally provided by the Purchasers shall be immediately returned to each of the Purchasers in proportion to their last contributions.

Funds which have already been obligated by the Collaboration at the time of the dissolution of the Collaboration or at the time of the Collaboration's receipt of a Purchaser's notice of non-renewal or termination of the Contract for Services, including amounts required to pay outstanding obligations arising under this Contract for Services, shall not be considered as "unused funds" for purposes of this section and shall be retained to be used to satisfy such obligations. In the event of dissolution, the Collaboration will provide the Purchasers with the name the individual or entity responsible for winding up its affairs. Notwithstanding any other language in this Contract, if a Party submits a Notice of Termination or Non-Renewal as provided herein, each Party's liability under this Contract shall not exceed the amount of that Party's payment due as of January 1st following the submission of the Notice of Termination or Non-Renewal.

5.4 Notices. If notices are required by this Contract, they shall be delivered either personally or by certified and regular mail by delivering or mailing same to the:

Village Manager
Village of Oak
Park 123
Madison Street
Oak Park, Illinois 60302

Superintendent
Oak Park and River Forest High School District 200
201 N. Scoville Avenue
Oak Park, Illinois 60302

Superintendent
Oak Park Elementary School District 97
970 Madison Street
Oak Park, Illinois 60302

Executive Director
Collaboration for Early Childhood Care and Education
123 Madison Street,
Room 209 Oak Park,
Illinois 60302

Notice by mail and email concurrently shall be deemed to be delivered three business days after the day of mailing.

ARTICLE 6 - ADMINISTRATION

- 6.1 Contractual Capacity.** The Parties agree that each signatory hereto has entered into this Contract for Services voluntarily and knowingly and with the full and complete authority and contractual capacity to do so.
- 6.2 Effect.** This Contract for Services shall inure to the benefit of and bind each of the Parties, as well as each of their respective successors and assigns.
- 6.3 Complete Understanding.** This Contract for Services sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied; exist between the Parties.
- 6.4 Amendments.** Any proposed amendment to this Contract for Services shall be submitted in writing by any Party. Such amendment must be approved by all Parties.
- 6.5 Effective Date.** This Contract for Services shall become effective as of the date all Parties have executed this Contract for Services.
- 6.6 Execution.** This Contract for Services may be executed in multiple counterparts, and a set of counterparts bearing the signatures of all Parties shall constitute the Contract for Services as fully as if the Parties had signed a single document.
- 6.7 Governing Law.** This Contract for Services is to be construed pursuant to the laws of the State of Illinois. Venue for any actions related to this Contract for Services shall be in the Circuit Court of Cook County.
- 6.8 Severability.** Should any provision of the Contract for Services be declared illegal by a court of competent jurisdiction, then said provision shall be deleted from this Contract for Services to the extent it is a violation of the law, and the remaining provisions in this Contract for Services shall remain in full force and effect as long as the intent of the Parties in entering into this Contract for Services remains intact.
- 6.9 Conflict of Interest.** The Collaboration, for itself and on behalf of its employees, covenants that it presently has no interest and shall not acquire any interest, direct or

6.10 indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this Contract for Services. The Collaboration, for itself and on behalf of its employees, further covenants that in the performance under this Contract for Services no person having such a conflicting interest shall be employed by the Collaboration.

6.11 Headings. The section headings of this Contract for Services are for convenience and reference only and in no way define or describe the scope of intent of this Contract for Services and should be ignored in construing or interpreting this Contract for Services.

6.12 Amendments. This Contract for Services constitutes the entire agreement between parties hereto. No modifications, additions, deletions, or the like, to this Contract for Services shall be effective unless and until such changes are agreed to in writing by all Parties.

IN WITNESS WHEREOF, the Board of Education of Oak Park and River Forest High School District No. 200, Cook County, Illinois, the Board of Education of Oak Park Elementary School District No. 97, Cook County, Illinois, the Village of Oak Park, Cook County, Illinois, and the Collaboration for Early Childhood Care and Education, d/b/a Collaboration for Early Childhood, a non-for-profit corporation have approved and executed this Contract for Services on the date(s) indicated below.

BOARD OF EDUCATION OF OAK PARK AND
RIVER FOREST HIGH SCHOOL DISTRICT NO.
200, COOK COUNTY, ILLINOIS

By: *Jeff Winters*
Board President
Date:

Attest
By: *Ariel Kalmeister*
Board Secretary *Clark*
Date: *June 23, 2014*

VILLAGE OF OAK PARK

By: *Alan Park*
Village Manager

Date: *6/22/14*

Attest
By: *Jessica Powell*
Village Clerk
Date: *6/22/2016*

BOARD OF EDUCATION OF OAK PARK
ELEMENTARY SCHOOL DISTRICT NO.
97, COOK COUNTY, ILLINOIS

By: *James Aate*
Board President
Date: *July 6, 2016*

Attest
By: *Sheryl Manner*
Board Secretary
Date: *July 6, 2016*

COLLABORATION FOR EARLY
CHILDHOOD CARE AND EDUCATION,
D/B/A COLLABORATION FOR EARLY
CHILDHOOD

By: *C. L. Miller*
Board Chair
Date: *7/18/16*

Attest
By: *Chi [Signature]*
Board Secretary
Date: *7.18.16*

REVIEWED AND APPROVED
AS TO FORM

[Signature]
JUN 20 2016
LAW DEPARTMENT

List of Exhibits

Exhibit A PAYMENT SCHEDULE

Exhibit B EARLY CHILDHOOD COLLABORATION SCOPE
OF SERVICES

Exhibit C EARLY CHILDHOOD COLLABORATION
PROGRAM GOALS AND MEASURES

Exhibit A

PAYMENTSCHEDULE

Payment Schedule for fiscal years ending June 30 2014, June 30 2015, June 30 2016,
June 30 2017, and June 30 2018.

Payment Date		District 200	Village of Oak Park
July 10, 2013	\$124,002.00	\$108,104.00	\$85,848.00
January 10, 2014	\$124,001.00	\$108,104.00	\$85,847.00
July 10, 2014	\$189,639.00	\$165,326.00	\$131,289.00
January 10, 2015	\$189,638.00	\$165,326.00	\$131,288.00
July 10, 2015	\$244,184.00	\$212,878.00	\$169,050.00
January 10, 2016	\$244,183.00	\$212,878.00	\$169,050.00
July 10, 2016	\$250,288.00	\$218,200.00	\$173,276.00
January 10, 2017	\$250,288.00	\$218,200.00	\$173,276.00
July 10, 2017	\$256,545.00	\$223,655.00	\$177,608.00
January 10, 2018	\$256,545.00	\$223,655.00	\$177,608.00

EXHIBIT B

EARLY CHILDHOOD COLLABORATION SCOPE OF SERVICES

Under this Contract for Services, the Collaboration will develop and establish an integrated, high quality system of early childhood services capable of preparing every child to be ready to succeed and eager to learn when entering kindergarten. This system will be developed and phased in between July 1, 2013 and June 30, 2016. Beginning July 1, 2016, the Collaboration will provide supervision and administrative support, and promote the ongoing growth and development of this system.

The Collaboration will:

1. Establish and manage a Developmental Screening and Referral System:
 - a. Develop consensus on the screening approach for reaching all children.
 - b. Promote, and where appropriate, purchase the screening tool and develop training strategies to reach all early childhood providers and interested health care providers.
 - c. Develop outreach strategies to reach all children (in conjunction with all aspects of the integrated early childhood system).
 - d. Study the transition from Early Intervention to Preschool Early Childhood Special Education to determine the extent to which children fall through cracks in services, and work with both systems to remedy any gaps.
 - e. Promote broad use of a Standard Referral form by all service providers - early care and education programs, health care providers, social service providers, faith communities, and others.
 - f. Establish collaborative relationships with the local Early Intervention office, Child Family Connections (CFC 7), Oak Park and River Forest Elementary School Districts, the Illinois Chapter, American Academy of Pediatrics – Early Childhood Development, and other state agencies to promote and stay abreast of emerging trends in developmental screenings, effective referral and follow-up processes, and developments in services offered.

- g. Disseminate widely the procedures for referrals to Early Intervention and District 97 and District 90 Early Childhood Special Education.
 - h. Develop mechanisms for Early Intervention and District 97 to provide feedback on every referral.
 - i. Create indicators to track service receipt.
2. Develop Parent Information and Support program:
- a. Determine a method for identifying families with children under kindergarten age, new births, and strategies that promote voluntary provision of this information to the Collaboration.
 - b. Coordinate outreach and recruitment activities to ensure that all at-risk children are found and their families are offered the opportunity to participate in an intensive parenting education and support program.
 - c. Implement an intensive parenting education and support program for at-risk families with children under age three, and a less intensive program for low-risk families with children under age three who request this type of support. Ensure that the program utilizes an approach approved by the Illinois Department of Human Services and the Illinois State Board of Education to allow for possible future state fundingsupport.
 - d. Review available materials for parent education, and promote for local use.
 - e. Maintain a robust and user friendly website for parents and early care and education providers to access information about services, child development and resources.
 - f. Monitor usage of the website.
 - g. Update the Early Childhood Resource Directory on a biennial basis.

3. Provide high quality professional development activities to early care and education providers and family child care providers, and obtain the involvement of Oak Park early care and education programs in statewide quality enhancement initiatives like the Quality Rating Improvement System, Gateways to Opportunity, and Great START
 - a. Create a strong partnership between the Collaboration and the State supported training agencies to ensure access to and participation in trainings offered through the State and to expand availability of training in Oak Park.
 - b. Develop a strong partnership with and facilitate participation in State systems for professional development and quality enhancement
 - c. Facilitate a Director's Roundtable and a Family Child Care Provider's Roundtable to promote development of professional communities, share problem solving, and share professional development goals.
 - d. Provide training tailored to address the professional needs of child care center staff, preschools, and family child care providers to improve professional skills and quality of programs.
 - e. Offer an annual Symposium to all stakeholders in the early childhood community in Oak Park and River Forest
 - f. Conduct an annual survey to track participation in professional development activities and increases in educational qualifications as they relate to the early childhood field.
4. Implement Preschool for All/Head Start coordination:
 - a. Convene monthly meetings of the directors of the publicly funded preschools to coordinate all activities and ensure children's needs are being met
 - b. Develop cross-program recruitment to coordinate outreach and recruitment of children and families.
 - c. Develop a common set of recruitment materials describing available options.

- d. Identify low-income children through multiple means -elementary school surveys to find siblings, WIC, Oak Park Health Department, word of mouth campaigns, health providers, developmental service providers and social service agencies, and direct outreach activities in neighborhoods and community events.
 - e. Develop a common set of eligibility screening criteria and scoring, and implement common assessment tools.
 - f. Develop a tracking system to ensure that hard to reach families are engaged in programs.
 - g. Initiate collaborative curriculum planning among Preschool for All and Head Start providers.
 - h. Provide technical assistance to community based Preschool for All providers.
 - i. Work with District 97 and District 90 to develop community generated expectations for incoming kindergarteners.
5. Develop an Information System that:
- Describes Oak Park's and River Forest's very youngest children and leads to a consent-based data collection effort;
 - Tracks service delivery levels;
 - Allows for the assessment of the impact of the Collaboration's programs.
- a. Develop an interagency information sharing agreement, a Release of Information for parents/guardians to sign, and a privacy and security policy to support information sharing between the Collaboration and collaborating agencies.
 - b. Endeavor to increase the number of parents/guardians willing to share information related to their child's participation in contractor (and subcontractor) programs with District 97 and District 90.
 - b. Establish strategies to ensure the highest level of participation amongst families with children under age five on a voluntary basis in order to inform them about program opportunities and parenting resources.

- c. Develop different components of the data base to achieve the following:
 - 1. Information about families with young children: where they live, socio-economic information and other relevant data.
 - 2. Program participation, service usage and program impact
 - 3. Early childhood care and education staff qualifications, professional development activities, participation in Illinois State quality enhancement programs and participation in Collaboration programs and services.
- d. Collaborate with District 97 and District 90 to support coordination between the Information System and District 97's and District 90's data systems.

EXHIBIT C

EARLY CHILDHOOD COLLABORATION

PROGRAM GOALS AND MEASURES

The Collaboration shall provide annual reports to the jurisdictional Parties to this Contract for Services with performance measurement data outlined below. During the first two years of the Contract for Services, the Collaboration will develop a database, methods for collecting the data and establish baseline measures. The Collaboration will also report on incremental changes it effects in these measures over the two-year period. Prior to the start of year three of the Contract for Services (and each year thereafter), the Collaboration shall establish an annual target for each measure in cooperation with the IGA Governing Board.

Child Outcome Goal: Every child has access to high quality early childhood care and education, and arrives at kindergarten healthy, safe, ready to succeed, eager to learn.

Benchmarks/Annual Targets, starting in FY2016:

- % of children who are identified through screening as needing assessment and or services received them.
- % of children in Oak Park and River Forest Preschool for All and Head Start programs who demonstrate age-appropriate proficiency in each domain of development in accordance with the Illinois Early Learning Standards.
- % of children entering kindergarten who demonstrate age-appropriate proficiency in the kindergarten readiness assessment administered by District 97 and District 90.

Service Delivery Outcome Goal: Parents and children receive the early childhood care and education and parenting education and support services they need.

Benchmark/Annual Targets, starting in FY2016:

- % of kindergarten students with Free or Reduced Price Lunch assistance who have a history of participation in Preschool for All/ Head Start, a National Association for the Education of the Young Child (NAEYC) accredited program or a program meeting the Illinois Quality Rating System of 3 or 4.
- % of teen parents and families receiving All Kids Level 1 health insurance for their child under age 3 who receive referral to intensive parent education program.
- % of referred parents who choose to participate in the intensive parent education program.
- % of kindergarten and 1st grade students with Individual Educational Plans (IEPs) who have documentation of receiving services in early childhood (if they lived in Oak Park or River Forest during their early childhood years).

System Outcome Goal: Oak Park has a high quality, coordinated early childhood system.

Benchmarks Annual Targets, starting in FY2016:

- % of families with children under age five who are included in the voluntary database and receive developmental information and an early childhood resource directory.
- % of teachers and directors in Oak Park and River Forest early childhood programs who have above minimum state educational requirements for their role.
- % of teachers and child care providers who have more than the state-mandated 15 documented hours of continuing professional development each year.

- % of preschools , child care centers and homes who are engaged in the Illinois QualityRatingSystem, and improvethereiscoreseachyear.