

**APPROVE ENTERING INTO SITE LICENSE AGREEMENTS FOR  
CHILD CARE SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into site license agreements for child care services in various Chicago Public Schools. All services rendered by the providers shall be at no cost to the Board. The providers will be selected based on their qualifications and desire to provide such services for preschool children (ages 3-5) in a Chicago Public School facility. A site license agreement is required for all providers. No services may be provided until a site license agreement is fully executed. Information pertinent to this matter is listed below.

**USER:** Office of Early Childhood Education  
125 S. Clark Street, 9<sup>th</sup> Floor  
Chicago, IL 60603  
Contact: Paula Cottone  
773-553-2018

**SITES:** Participating sites will be recommended by school principals and the Office of Early Childhood Education, subject to written approval by the Department of Real Estate. The Board shall reserve the right to relocate any child care center within a school, at the Board's expense, if such relocation is necessary or desirable for the operation of such school. The space provided will be space comparable to space utilized for preschool programs operated in the Chicago Public Schools.

**TERM:** The term of each site license agreement shall commence on the date such site license agreement is fully executed and shall continue until five (5) years from the effective date of such site license agreement.

**EARLY TERMINATION:** Notwithstanding the foregoing, either party can terminate the site license agreement on thirty (30) days prior written notice to the other party.

**RENEWAL OPTION:** The Provider shall have one option to renew the site license agreement for one additional five (5) year period upon notice to Licensor prior to the end of the Term.

**USE:** Providers shall use the sites for the sole purpose of providing child care services for children between the ages of 3 - 5. Provider must meet all local licensing requirements related to staff and programming and must have at least one staff person with an AA Degree supervising the children at all times.

**LICENSE FEE:** Each site shall be provided to each provider free of charge.

**RESPONSIBILITIES OF PROVIDERS:** Each provider shall:

1. Meet all staff and program requirements in order to obtain the appropriate child care license.
2. Agree to employ at least one staff person with an AA Degree to act as the lead teacher during the child care portion of the day.
3. Plan program hours with the building principal in order to provide child care during the non-school portion of the day, allow for adequate time for daily cleaning of the classroom, and to ensure appropriate supervision at all times.
4. Fund all child care services through child care reimbursement, parent fees, or private funds. Provider may not fund the program through the use of Head Start, State Prekindergarten, or Preschool for All funds.
5. Provide all furniture, equipment, materials, supplies, and food required to operate the child care program according to the requirements of the child care license.
6. Be responsible for all costs associated with any necessary build-out of the site. All build-outs are subject to prior written approval of the Board.
7. Ensure that the site is kept in a neat, clean, and orderly manner at all times.
8. Make records of participating children available to the principal or designee at all times.
9. Provide verification of liability insurance prior to the beginning of service.
10. Agree to provide the child care services to qualifying families at no cost and to charge all other families according to the child care fee schedule.
11. Be responsible for the collection of any fees associated with the cost of child care services.

**RESPONSIBILITIES OF THE BOARD:** The Board shall:

1. Provide the site at no cost to the child care provider.
2. Provide routine janitorial services in accordance with CPS general cleaning guidelines. Additional cleaning requirements for the site shall be provided by the provider at the provider's cost.
3. Provide all utilities normally associated with a CPS facility.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements including indemnification and insurance provisions. Authorize the President and Secretary to execute the agreements. Authorize the Director of Real Estate to determine final site location and to request the General Counsel's office to prepare a site license agreement for such space. Authorize the Chief Early Childhood Education Officer or the Deputy Chief Early Childhood Education Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:** Exempt

**LSC REVIEW:** Local School Council approval is necessary for each school that chooses to provide child care services through the use of an agency provider.

**FINANCIAL:** No cost to the Board

**GENERAL CONDITIONS:**

Inspector General- Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34 13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

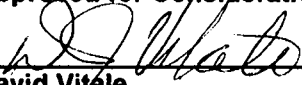
Conflicts- The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics - The Board of Education Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

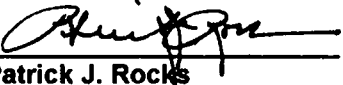
**Approved for Consideration:**

  
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**David Vitale**  
**Chief Operating Officer**

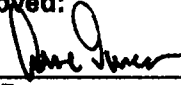
**Within Appropriation:**

  
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**John Maiorca**  
**Chief Financial Officer**

**Approved as to legal form:** *SR*

  
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**Patrick J. Rocks**  
**General Counsel**

**Approved:**

  
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**Arne Duncan**  
**Chief Executive Officer**