

**AGREEMENT FOR THE GOVERNANCE OF THE
CHICAGO EARLY CHILDHOOD INTEGRATED DATA SYSTEM**

THIS Agreement For The Governance Of The Chicago Early Childhood Integrated Data System (this "Agreement") is entered into as of the Effective Date, as defined in Section III.C, by and among the following entities responsible for overseeing Early Childhood Education and Care ("ECEC") data on children and families within Chicago (each, a "Data Governor" or "Party", and collectively, the "Data Governors" or "Parties"):

- i. The City of Chicago (the "City"), by and through its Department of Assets, Information and Services ("City AIS"), on behalf of the City's Department of Family and Support Services ("DFSS") and the City's Mayor's Office ("Mayor's Office");
- ii. The Board of Education of the City of Chicago, commonly known as the Chicago Public Schools ("CPS");
- iii. The Illinois Network of Child Care Resource and Referral Agencies ("INCCRRA"), on behalf of the Birth to Five Illinois department of INCCRRA ("Birth to Five");
- iv. Each recipient of funding from the U.S. Department of Health & Human Services for Head Start or Early Head Start services in the City of Chicago electing to participate in this Agreement, other than DFSS (each, a "HS Recipient", and collectively, the "HS Recipients"); and
- v. Any additional Data Governors admitted to this Agreement pursuant to Section VI.A.2.

The Commissioner of City AIS is authorized to sign this Agreement pursuant to Sec. 2-51-050(52) of the Municipal Code of Chicago.

In consideration of the mutual covenants set forth below, the Parties agree as follows:

I. RECITALS.

- A.** Recognizing the opportunity to utilize integrated data for ECEC planning, program administration, analysis, and research, the Parties seek to develop and administer a comprehensive City of Chicago early childhood integrated data system ("CECIDS").
- B.** The Parties agree that the governance, development, and administration of the CECIDS must engage and be informed by external stakeholders who are collaborating with the Data Governors to improve ECEC services, including community-based organizations, private care representatives, universities, nonprofits, philanthropies, and others.
- C.** Through this Agreement, the Parties seek to establish a governance structure for the development and administration of the CECIDS in accordance with the guiding principles set forth on Exhibit B (the "Guiding Principles") and to achieve the following goals (collectively, the "Goals"):
 - i. Gaining greater visibility into the needs and outcomes of children across Chicago participating in ECEC programs and services;

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- ii. Establishing a common technology platform using industry-leading technologies for efficient, timely analysis and reporting of integrated ECEC data addressing the Guiding Principles and involving multiple Data Governors;
- iii. Leveraging enhancements to state-level early childhood data systems through the Illinois Longitudinal Data System (“ILDS”);
- iv. Building on the successes of the data warehouse recently developed by DFSS, and recent improvements in data integration between CPS and DFSS; and
- v. Developing and administering a CECIDS that provides:
 - i. Analyses and public reporting aligned to the use cases developed by the DFSS data warehouse launch committee and other needs identified by the Data Governors and other ECEC stakeholders;
 - ii. Access to data supporting management and oversight of ECEC programs by Data Governors;
 - iii. Access to data supporting ECEC administration, policy-making, and investment monitoring by city and state agencies, system administrators, program managers, and funders;
 - iv. Information for site-level operational supports and federal and state ECEC reporting needs; and
 - v. Access to data useful for ECEC analytics, research, and evaluation; and

D. The Parties wish to work cooperatively to effectively govern the CECIDS, carry out and comprehensively address the Guiding Principles and Goals, and otherwise fulfill the terms of this Agreement.

II. DEFINITIONS.

Whenever used in this Agreement, all capitalized terms have the meanings specified herein. For reference, a table of capitalized terms is included in Exhibit A.

III. PURPOSES, SCOPE, AND TERM.

- A. Purposes of Agreement.** The Parties are entering into this Agreement for the purposes of:
- i. Establishing a governance structure to develop and administer the CECIDS in a manner that addresses the Guiding Principles and Goals;
 - ii. Providing for non-binding guidance of a “Technical Administrator” (which Technical Administrator is engaged by each Party hereto pursuant to individual Data Contributor and Participation Agreements) that will be providing, along with its subcontractors, technical capacity and infrastructure for the CECIDS; and
 - iii. Committing each of the Parties to participate in the governance of the CECIDS in accordance with this Agreement.
- B. Scope and Compliance with Law.** This Agreement supplements, and does not supplant, any existing agreements between or among the Parties. This Agreement does not limit the Parties from entering into agreements separate from this

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Agreement involving ECEC data, provided any such agreement does not conflict with this Agreement.

- C. **Term.** The term of this Agreement (“Term”) will commence upon the execution of this Agreement by CPS, the City, and INCCRRA (the “Effective Date”) and will expire on December 31, 2026 unless terminated earlier as set forth herein, and thereafter will automatically renew for additional successive five-year periods unless any one or more of the City, CPS, or INCCRRA submits one hundred eighty (180) days’ written notice of nonrenewal to all of the other Parties. No HS Recipient may submit a notice of nonrenewal, but any Party may withdraw from the Agreement pursuant to Section VI.B.

IV. **CECIDS EXECUTIVE COMMITTEE AND WORK GROUPS.**

- A. **Executive Committee.** The CECIDS will be governed and overseen by a committee established in accordance with this Agreement (the “Executive Committee”). The Executive Committee will have two tiers of membership, the “Data Governors Tier” and the “Stakeholders Tier”, as described in this Section IV.A. For purposes of designations to the Executive Committee, the term “Eligible Designee” means the chief executive officer or another senior executive of a Data Governor or other organization represented on the Executive Committee with decision-making authority and who is fully authorized to take action on behalf of the Data Governor or organization at meetings or by resolution of the Executive Committee.

The Co-Chairs of the Executive Committee shall be the Eligible Designee of the City, an Eligible Designee of a HS Recipient as determined jointly by the HS Recipients, and a third Co-Chair elected jointly by the Data Governors from among the remaining membership of the Executive Committee.

1. *Data Governors Tier:* The Data Governors Tier will consist of the following members (each of which is a Party to this Agreement):
 - i. For CPS, its Chief of Early Childhood Education.
 - ii. For DFSS, its Commissioner or designee - Children Services Division.
 - iii. A representative of Birth to Five as designated by the INCCRRA Executive Director.
 - iv. An Eligible Designee of each HS Recipient that is both a Party to this Agreement and has entered into an agreement with the Technical Administrator to provide data for the CECIDS.
 - v. An Eligible Designee of each Data Governor that is both admitted to this Agreement pursuant to Section VI.A.2 of this Agreement and has entered into an agreement with the Technical Administrator to provide data for the CECIDS (each, an “Admitted Data Governor”).
2. *Stakeholders Tier:* The Stakeholders Tier will consist of the following entities and representatives, none of which is a Party to this Agreement:
 - i. An Eligible Designee of the City appointed from the Mayor’s Office.
 - ii. The Executive Director of the Governor’s Office of Early Childhood Development.
 - iii. A representative of the Illinois Department of Human Services, appointed by the Co-Chairs based on the recommendation of the Secretary of the Department.

- iv. A representative of the Illinois State Board of Education, appointed by the Co-Chairs based on the recommendation of the State Superintendent.
- v. The Chicago Council Manager for the Chicago Birth to Five Action Council.
- vi. A representative of each of the following organizations or stakeholder groups, as appointed by the Eligible Designee of the City, with terms of service determined by the Eligible Designee of the City:
 - 1. The Chicago Department of Public Health;
 - 2. Family, friend, and neighbor ECEC providers;
 - 3. Illinois Action for Children, serving as the Child Care Resource & Referral agency for the City of Chicago; and
 - 4. Private ECEC providers.
- vii. The following members appointed by the Co-Chairs in consultation with the Data Governors, with terms of service determined by the Co-Chairs:
 - 1. An at-large position;
 - 2. A representative of a philanthropic organization with a history of support for ECEC in Chicago;
 - 3. A representative of an organization or organizations representing parents of young children; and
 - 4. A representative of an organization performing ECEC research in Chicago.
- viii. Additional members representing other organizations and stakeholder groups, as designated by resolution of the Executive Committee. Any additional members added by this paragraph (vii) will be appointed by the Eligible Designee of the City, with terms of service determined by the Eligible Designee of the City.

B. Data Governors Responsibilities and Decision-making.

- 1. *Data Governors Tier Responsibilities:* The Data Governors Tier will have sole responsibility for the following types of CECIDS decisions and actions:
 - i. Determining the designation of the Technical Administrator, and overseeing the Technical Administrator's administration of the CECIDS in accordance with this Agreement and applicable law. The Technical Administrator as of the Effective Date will be Northern Illinois University. At any time during the Term, the Data Governors may recommend to the Parties that each such Party terminate such designation and terminate its data contributor agreement with Northern Illinois University, and thereafter to designate a new Technical Administrator whenever it determines the best interests of the CECIDS would be served thereby, subject to the Technical Administrator's contractual rights under one or more separate agreements it may have with the Data Governors or other funders of the CECIDS.
 - ii. Determining the scope and budget for the technical infrastructure of the CECIDS developed by the Technical Administrator and any other

CECIDS-related expenses. This Agreement does not commit any Party to make any expenditure in support of the Technical Administrator and CECIDS. The funding for the Technical Administrator shall be through one or more separate funding agreements entered into by the Technical Administrator in consultation with the Co-Chairs and the members of the Data Governors Tier.

- iii. Determining standards and business rules for the operation of the CECIDS considering the Guiding Principles, Goals and recommendations of the Technical Administrator.
- iv. Determining the standards and procedures for CECIDS data access and use, subject to applicable law and the rights of the Data Governors under Section V.B of this Agreement.
- v. Making a final determination of data products and use cases resulting from the CECIDS, in alignment with the Guiding Principles and Goals, and with consideration given to the input of the full Executive Committee and Technical Administrator.
- vi. Determining procedures for the review of and comment on any research, report, or analysis utilizing CECIDS data prior to publication.

2. *Manner of Acting:* Action by the Data Governors Tier may be taken at a meeting of the Executive Committee or by a written resolution meeting the authorization requirements set forth in this paragraph (2).

All matters that are to be considered for action by the Data Governors Tier, and all decisions to act or not to act that are made by the Data Governors Tier, shall be memorialized in a writing,

Any action made by the Data Governors Tier pursuant to this paragraph (2) shall be binding on all Parties to this Agreement.

Any action by the Data Governors Tier requires:

- i. the affirmative vote of the Eligible Designees of CPS; and
- ii. the affirmative vote of the Eligible Designee of the City; and
- iii. the affirmative vote of the State Director or Council Manager; and
- iv. the affirmative vote of a majority of the Eligible Designees of all other Data Governors serving on the Executive Committee.

If a proposed action does not receive such an affirmative vote, the Data Governors may, through a collaborative process defined by the Co-Chairs, seek consensus within the Data Governors Tier.

If consensus cannot be reached through the collaborative process, then the Eligible Designee of the City may issue a written decision on the matter that is binding on the Data Governors Tier.

Any action by the Data Governors Tier that provides direction to the Technical Administrator shall be subject to the rights of Data Governors set forth in Section V.B of this Agreement.

C. **Full Executive Committee Responsibilities and Meetings.**

1. *Full Executive Committee Responsibilities.* The following CECIDS engagement activities and actions will involve the input of all members of the Executive Committee, including both the Data Governors Tier and Stakeholders Tier, through methods and procedures determined by the Co-Chairs:
 - i. Overseeing the incorporation of the Guiding Principles and Goals in the CECIDS' development and administration;
 - ii. Recommending priorities for CECIDS use cases and data products;
 - iii. Overseeing stakeholder engagement processes for the CECIDS;
 - iv. Developing, advancing, and managing a research agenda for the CECIDS for research conducted by the Parties or other third parties authorized by the Data Governors; and
 - v. Proposing additional members of the Stakeholders Tier representing other ECEC-related organizations and stakeholder groups.
2. *Manner of Acting by Full Executive Committee.* The Executive Committee will pursue consensus on all matters, but if consensus cannot be reached, the affirmative vote of a majority of members of the Executive Committee, not including the Co-Chairs, is required for any action or recommendation of the Executive Committee. Action by the full Executive Committee shall be advisory on the Parties, not binding.
3. *Meetings of the Executive Committee.* The Co-Chairs will establish an annual schedule of meetings that provides for no less than two (2) meetings each year of the Term. Special meetings may be called at the discretion of the Co-Chairs.

- D. **Work Groups.** The Co-Chairs may, from time to time, establish, charge, and select the members for one or more standing or ad hoc work groups to advise and support the CECIDS (each, a "Work Group"). The membership of Work Groups and the chairs or co-chairs thereof shall be determined by resolution of the Co-Chairs, and may include both Executive Committee members and external representatives. Standing Work Groups established by the Co-Chairs will include, without limitation: (i) a Work Group addressing the technical operations of the CECIDS; (ii) a Work Group to develop, advance, and manage an ECEC research agenda; and (iii) a Work Group for stakeholder engagement processes. Work Groups will meet on an as-needed basis at the discretion of each Work Group's chair or co-chairs.

Work Groups will only advise the Executive Committee and will not have decision-making authority.

- E. **Staffing.** The Co-Chairs will determine the staffing of the Executive Committee and Work Groups, ensuring alignment to the project management and staffing plan for the CECC. The staffing of the CECIDS will include one individual with primary responsibility for synthesizing the input of the Executive Committee on recommended use cases and data products, presenting those recommendations for action by the Data Governors Tier, and coordinating with the Technical Administrator for implementation of the approved use cases and data products.

V. OBLIGATIONS AND RIGHTS OF DATA GOVERNORS.

A. Obligations. Subject to the rights set forth in Section V.B, each Data Governor agrees to:

- i. Coordinate its ECEC data analytics, research, and evaluation activities with the CECIDS;
- ii. Ensure the continuous appointment and participation of a representative on the Executive Committee;
- iii. For all Data Governors other than INCCRRA, enter into a separate agreement with the Technical Administrator enabling its access to CECIDS data, subject to all legal requirements and restrictions applicable to the Data Governor;
- iv. Adhere to standards, business rules, and other processes approved by the Data Governors Tier; and
- v. Ensure appropriate staff participation in Work Groups.

B. Rights.

- i. Each Data Governor shall be the sole determiner of the Sensitive Information it submits to the CECIDS, and the rights of access to its Sensitive Information maintained within the CECIDS by another Data Governor or an external party in accordance with data stewardship processes and workflows managed by the Technical Administrator, and as further specified in each Data Governor's agreement with the Technical Administrator. For purposes of this paragraph, "Sensitive Information" means personally identifiable information, other data protected by law, and data classified by the Data Governors Tier as sensitive information intended for access or release only on a "need-to-know" basis.
- ii. Each Data Governor will have the right to review and provide comment on any research, report, or analysis utilizing data it has submitted to the CECIDS prior to publication in accordance with procedures and timelines approved by the Data Governors Tier.
- iii. In accordance with procedures approved by the Data Governors Tier, a Data Governor may require the destruction of its data within the CECIDS if the Data Governor's data is used in a manner that violates this Agreement or applicable law.

VI. ADMISSIONS AND WITHDRAWALS OF DATA GOVERNORS.

A. Admissions. The Parties may approve the admission of a new Data Governor that is either a HS Recipient or is otherwise responsible for the maintenance and administration of ECEC data in Chicago upon the organization's and the current Parties entering into an amendment to this Agreement in the form of Exhibit C (a "New DG Amendment"). Upon the effective date of the New DG Amendment, such organization shall be deemed a Data Governor for all purposes of this Agreement and the Executive Committee.

B. Withdrawals. A Party may withdraw from this Agreement upon 90 days prior written notice of the intent to withdraw. Upon withdrawal of any Party, the Agreement will continue in full force and effect for all other Parties. In the event DFSS, CPS, or the INCCRRA withdraws, the remaining Parties shall authorize an amendment to this Agreement modifying the provisions for taking action by the Data Governors Tier.

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Data submitted by a withdrawing Party relating to any project still pending within the CECIDS as of the date of withdrawal may continue to be used for that project.

VII. DISPUTES; NON-INDEMNIFICATION; INSURANCE; NON-LIABILITY OF PUBLIC OFFICIALS

The Parties agree that, before any Party brings an action or proceeding against any other Party for any reason, the aggrieved Party shall first notify the Co-Chairs of the concern and shall give the Co-Chairs an opportunity to resolve the matter. However, nothing herein shall prevent any Party from undertaking any action or proceeding it deems necessary to remedy a dispute or grievance.

Any Party may, in any court of competent jurisdiction, by any action or proceeding at law or in equity, pursue and secure any available remedy for a dispute or grievance, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein. Such Party shall pay its own costs for such action or proceeding and shall not seek indemnification from any Party.

Each Party affirms that it is either self-insured or commercially insured for liability risks that may arise in connection with this Agreement.

Non-Liability of Public Officials. No Party may charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

VIII. GENERAL PROVISIONS.

- A. Amendment.** An amendment to this Agreement may only occur with the written approval of each of the Parties.
- B. Notices.** All notices or other correspondence required to be given pursuant to this Agreement shall be sent by regular or electronic mail to each Party's member of the Executive Committee.
- C. Entirety.** This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements, or communications, whether written or oral, that have been made by any Party.
- D. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- E. Severability.** In case any provision in this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

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- F. Authority to Execute.** Each Party represents and warrants to the other Parties that this Agreement has been duly authorized, executed, and delivered by and on behalf of each such Party.
- G. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. For purposes of this Agreement, a facsimile copy or a scanned printable document format (pdf) of a Party's signature shall be sufficient to bind such Party.
- H. Recitals and Exhibits Incorporated.** The recitals in Section I and the following Exhibits attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

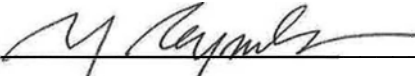
Exhibit A	Table of Defined Terms
Exhibit B	Guiding Principles
Exhibit C	New Data Governor Admission Amendment

[Signature Pages Follows]

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In witness whereof, the Parties have entered into this Agreement For The Governance Of The Chicago Early Childhood Integrated Data System as of the Effective Date.

THE CITY OF CHICAGO, ILLINOIS, by and through its Department of Assets, Information and Services

By: 

David J. Reynolds, Commissioner

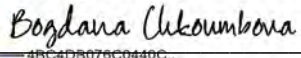
Acknowledged By: 

Brandie Knazze, Commissioner

Department of Family and Support Services

FOR THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:



^{DS}


By: 

Bogdana Chkoumbova, Chief Education Officer

Date: March 1, 2022

Board Rule: 7-13(a)

^{DS}  ^{DS} 

Approved as to Legal Form: _____

By: 

Joseph Moriarty, General Counsel

THE ILLINOIS NETWORK OF CHILD CARE RESOURCE AND REFERRAL AGENCIES

By: 

Name, Title: Dan Harris, Executive Director

Date: February 21, 2022

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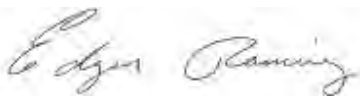
CAROLE ROBERTSON CENTER FOR LEARNING

By:  _____

Name, Title: Bela Moté, President and CEO

Date: February 28, 2022

CHICAGO COMMONS ASSOCIATION

By:  _____
February 24, 2022 3:42 PM

Name, Title: Edgar Ramirez, President/CEO

Date: February 24, 2022

EASTERSEALS SERVING CHICAGOLAND AND GREATER ROCKFORD

By:  _____

Name, Title: Sarah Ray Stoelinga, President & CEO

Date: 2/22/22

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HENRY BOOTH HOUSE

By: 

Name, Title: SCOTT H. PERKINS, PRESIDENT CEO

Date: 2/21/22

START EARLY

By: 

Name, Title: Michael Hoffman, Chief Operating Officer

Date: 02.24.22

EXHIBIT A
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EXHIBIT B

GUIDING PRINCIPLES

As Chicago institutions and entities committed to using data to achieve better early childhood outcomes we agree to the following guiding principles that describe the human capital, commitment, and effort it takes to translate the data into meaningful policy and practice change.

- Pursue greater visibility into the needs and experiences of *all* children birth through five in Chicago.
 - Use data as a powerful tool to achieve more equitable outcomes for children, and more equitable distribution of resources where they are needed most.
 - Ensure that the voices of communities and families are integrated into the effort throughout, from informing the measures selected, the collection of data, to ~~co~~-creation of a research agendas, to governance, to usage.
 - Build trust in a data governance model with well-defined roles and decision-making protocols, as well as clear and transparent processes for ingesting, analyzing, and sharing data with stakeholders.
 - Ensure data are made available to all early childhood stakeholders, including families, program administrators, funders, advocates and policy-makers, in ways that are most valuable to them.
 - Establish a clear and transparent delineation of what data, statistics, and findings can be shared publicly to the extent allowable under state and federal law.
 - Leverage the latest technology to allow greater real-time access to data across the system in forms that are accessible and actionable.
 - Build data literacy and analytic capacity, at all levels, to contextualize information and identify root causes of inequities.
 - Promote use of data for continuous quality improvement to track outcomes and achieve goals and support policy and practice priorities
-

EXHIBIT C

NEW DATA GOVERNOR ADMISSION AMENDMENT

NEW DATA GOVERNOR ADMISSION AMENDMENT

for the

GOVERNANCE OF THE CHICAGO EARLY CHILDHOOD INTEGRATED DATA SYSTEM

THIS NEW DATA GOVERNOR ADMISSION AMENDMENT (this “New DG Amendment”) is entered into as of [DATE] between [ORGANIZATION NAME] (“New Data Governor”) and the Parties to the Agreement for the Governance of the Chicago Early Childhood Integrated Data System (“CECIDS Agreement”) (such Parties collectively referred to herein as the “Current Parties”).

Whenever used in this New DG Amendment, capitalized terms have the meanings specified herein or in the CECIDS Agreement.

I. RECITALS

- A. The Current Parties entered into the CECIDS Agreement for the purposes of:
 - a. Establishing a governance structure to develop and administer the CECIDS in a manner that addresses the Guiding Principles and Goals;
 - b. Establishing procedures for the designation of an entity to serve as the Technical Administrator to provide, along with its authorized subcontractors, technical capacity and infrastructure for the CECIDS in accordance with the CECIDS Agreement and the oversight and direction of the Data Governors Tier of the Executive Committee; and
 - c. Committing each of the Current Parties to participate in the governance of the CECIDS in accordance with the CECIDS Agreement.
- B. New Data Governor seeks to fully participate in the CECIDS and the Executive Committee.
- C. The Data Governors Tier approved the admission of the New Data Governor pursuant to a duly authorized resolution attached as Exhibit A to this New DG Amendment.

II. ADMISSION OF NEW DATA GOVERNOR

- A. The CECIDS Agreement is hereby amended to include the New Data Governor as a Data Governor for all purposes of the CECIDS Agreement and the Executive Committee.
- B. New Data Governor agrees to be fully bound by the terms and conditions of the CECIDS Agreement and all policies and procedures adopted to date pursuant to such Agreement.
- C. The Current Parties and the New Data Governor represent to each other that this New DG Amendment has been duly authorized, executed, and delivered by and on behalf of each such party, and constitutes the legal, valid, and binding agreement of said party.

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- D.** This New DG Amendment may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

Exhibit A: Data Governors Tier resolution authorizing New DG Amendment

In witness whereof, the Current Parties and the New Data Governor have entered into this New DG Amendment as of the Date written above.

[signature blocks]