

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**SERVICES AGREEMENT**

**(CDW GOVERNMENT LLC)**

This Services Agreement ("**Agreement**") is effective as of July 1, 2023 ("**Effective Date**") and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and CDW Government LLC, a limited liability company, with principal offices located at 230 N. Milwaukee Ave, Vernon Hills, IL, 60061 (the "**Vendor**"). The Board and Vendor may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

**RECITALS**

- A. The Board issued a Request for Proposals Specification No. 22-252 (the "**RFP**") in which the Board sought Building Automation System (BAS) installation, maintenance, repair, and resources;
- B. Vendor responded to the aforementioned RFP by submitting a proposal and, on the basis of Vendor's representation that it has the requisite knowledge skill, experience and resources necessary to perform such services, Vendor was subsequently selected as a provider of Products and Services as is detailed further in this Agreement;
- C. The Parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services and products will be furnished by Vendor.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration, the parties agree as follows:

**I. GENERAL TERMS & CONDITIONS**

- 1. **Term of Agreement.** The term of this Agreement ("**Term**") will be for a period commencing on July 1, 2023 and continuing through June 30, 2026. The Board shall have two (2) options to renew the Agreement for respective periods of two (2) years (each a "**Renewal Term**") by entering into a written renewal agreement with Vendor.
- 2. **Scope of Services.** Vendor agrees to provide the services as described in this Agreement, including the Scope of Products and Services that is attached and incorporated into this Agreement as Exhibit A ("**Scope**"). "**Services**" means, collectively, the services, deliverables, duties and responsibilities described and any and all work necessary to complete them or carry them out fully and to the standard of performance required in the Agreement, including without limitation any Products or Materials (both as hereinafter defined). "**Products**" means, collectively, any goods, hardware, software, documentation, licenses, updates, components, equipment, or accessories as described in the Agreement that one would consider within the ordinary meaning of the product as understood in the applicable industry or field of business. The Board retains final authority with respect to all Service and Product related decisions, including scale. The Board may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Vendor's fees, shall be documented by a written amendment to the Agreement signed by the authorized representatives of both Parties or other document executed in accordance with the Change Management Process section set forth in this Agreement. The Board assumes no obligation hereunder to purchase any quantity of Products or Services other than those identified on a Purchase Order issued by the Board.
- 2.1. **Packaging and Shipment and Risk of Loss.** Vendor shall package and ship all goods, supplies or other materials provided as part of the Agreement (collectively, "**Materials**") in a commercially reasonable manner. All shipments shall be F.O.B. destination (as

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

indicated on the Board's Purchase Order or some other written notification) with freight and insurance prepaid. The Board may request that shipment be made to any location that the Board designates as a Chicago Public School or a CPS facility. Any and all deliveries made to a Chicago Public School shall occur between the hours of 8:00 a.m. – 2:30 p.m. and Vendor shall advise carrier of this restriction. **It is understood and agreed that the Board shall have no liability for any insurance charges not incorporated in the prices quoted, and that freight charges shall be limited to those specified in the Agreement.** The Board may adjust the Purchase Order shipping destination any time up to ten (10) business days prior to shipment. The risk of loss and damage to Materials ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all Materials ordered hereunder, and Vendor will make reasonable commercial efforts to comply with the delivery requirements.

- 2.2. Inspection and Out-of-Box Failures. The Board reserves the right to inspect all Products upon delivery and to perform any test the Board deems necessary to adequately demonstrate that the Products meet all of the specifications as more particularly described in the Scope of Products and Services attached and incorporated into the Agreement ("**Specifications**"). Final inspection resulting in acceptance or rejection of the Products will be made as soon as practicable. Products that do not conform to the Specifications or that are otherwise damaged may be returned to the Vendor subject to the Vendor's Return Policy, attached hereto and incorporated herein as Exhibit E.
- 2.3. Uniform Commercial Code. In the absence of a governing provision under the Agreement or should any provision of the Agreement be construed by a court of competent jurisdiction as vague, the corresponding provision of the Uniform Commercial Code, Article 2, shall apply.
- 2.4. Survival. The provisions of this Section shall survive the expiration or termination of the Agreement.

**3. Compensation; Purchase Orders; Billing and Payment Procedures; Electronic Payments.**

- 3.1. Compensation; Maximum Compensation Amount. Compensation for Products and Services during the Term shall be payable in accordance with the Schedule of Compensation to be attached to this Agreement and incorporated herein as Exhibit B (the "**Schedule of Compensation**"). Prices shall be firm as set forth in the Schedule of Compensation for the Term and, if the Board elects to exercise any Renewal option, will be determined by the Board and will be capped for any such Renewal Term at the amounts set forth in the Schedule of Compensation. There will be no reimbursable expenses.

The maximum compensation payable to Vendor during the Term shall not exceed the aggregate amount set forth in the authorizing Board Report as referenced on the signature page of the Agreement (the "**Maximum Compensation Amount**"), as may be amended. Vendor agrees not to perform or bill beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment authorizing such additional work and the payment thereof. The Board shall not reimburse for any expenses.

It is understood and agreed that the Maximum Compensation Amount referenced hereinabove is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Products delivered and Services performed during the Term of this Agreement and the Board shall not be obligated to pay for any Products or Services not in compliance with this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received for Products and

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

Services not provided. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge. The Board has the right to offset any overcharge against any amounts due to Vendor under this Agreement between Vendor and the Board.

- 3.2. Purchase Orders.** Orders must be on the Board's Standard Purchase Order Form. The pre-printed terms and conditions found on the Board's Purchase Order shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in the Agreement. Under no circumstances shall Vendor deliver any Products or render any Services without an approved Purchase Order.
- 3.3. Billing and Payment Procedures.** All invoices must be submitted electronically via email in PDF format to [cpsinvoice@cps.edu](mailto:cpsinvoice@cps.edu). Each email may only contain one invoice and must include the Vendor's name and the CPS Purchase Order number. All invoices must include:
- Vendor name and payment address
  - Unique invoice number (determined by Vendor)
  - Valid purchase order number (only one PO number may be referenced on each invoice)
  - Invoice date
  - Itemized description of the Services rendered and Products delivered
  - Date the Services were provided and Products were delivered to CPS
  - Detailed pricing information such as quantities, unit prices, discount, and final net amount due

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of the Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local Government Prompt Payment Act [50 ILCS 505/1 *et seq.*]. The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify the Products and Services provided under the Agreement.

- 3.4. Electronic Payments.** Vendor agrees that, at the Board's sole discretion, the Board may make payment electronically to Vendor for any and all amounts due to Vendor pursuant to the Agreement by means of the Board's procurement charge card account. Vendor recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Vendor further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Vendor agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement.
- 3.5. Subcontractor Payments.** When a Vendor receives any payment from the Board pursuant to this Agreement, the Vendor must make reasonable efforts to pay its subcontractors within 15 days after receipt of payment from the Board, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Agreement and provided the Vendor with all of the documents and information required of the Vendor.

The Vendor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

Agreement, the Vendor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

However, the Board may, whenever there is reason to believe that the Vendor has neglected or failed to pay any subcontractors, workmen, or employees for work performed or for materials furnished and used in or about the work contracted for, order and direct that no future vouchers or estimates be issued and no further payments be made upon the Agreement until such subcontractors, workmen and employees have been fully paid.

Whenever the Board shall notify the Vendor, in accordance with the notice requirements of the Agreement, that no further vouchers or estimates will be issued or payments made on the Agreement until subcontractors, workmen and employees have been paid and the subcontractor shall neglect or refuse for a period of ten (10) days after such notice is given, as above provided for, the Board may pay such subcontractors, workmen and employees applying moneys otherwise due to Vendor without other or further notice to said Vendor.

Notwithstanding the above, failure by the Board to retain and apply such moneys, or to order or direct that no vouchers or estimates shall be issued or further payments be made shall not, nor shall the paying over of such sum without such subcontractors, workmen or employees being first paid, in any way affect the liability of the Vendor or of its sureties to the Board, or to any such subcontractors, workmen or employees upon any bond given in connection with such Agreement.

4. **Standards of Performance.** Vendor shall devote, and shall cause all of its employees, agents, and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and to the satisfaction of the Chief Procurement Officer or Interim Chief Procurement Officer, as the case may be ("CPO"). Vendor shall retain and utilize, as required by law or by the Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Products and Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with the Agreement are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing Products and Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Products or Services or payment for any of the Products or Services by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Products and Services. Vendor shall remain financially and legally responsible to the Board for the professional and technical accuracy of all Products and Services, including any other deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

5. **Personnel.**

- 5.1. **Adequate Staffing.** The Board has retained Vendor because of Vendor's expertise and that of its employees, agents, volunteers and subcontractors (collectively referred to as "Staff"). For the avoidance of doubt, all volunteers of Vendor shall be considered agents of Vendor. Vendor must assign and maintain during the Term of the Agreement and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board determines, in its sole discretion, that any employee, subcontractor or other person providing Services hereunder for Vendor is not performing in accordance with the

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

performance standards or other requirements of the Agreement, the Board shall have the right to direct the Vendor to remove that person from performing Services under the Agreement.

- 5.2. Key Personnel.** The Agreement may list individuals employed by the Vendor, or otherwise provided to perform Services, who have particular expertise on which the Board is relying ("**Key Personnel**"). Vendor may not reassign or replace Key Personnel without the written consent of the Board, which consent shall not be unreasonably withheld or delayed. If one or more Key Personnel terminate his or her employment with Vendor or otherwise become unavailable for reasons beyond Vendor's reasonable control, Vendor shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed. As stated in Section 5.1. above, the Board shall have the right to direct Vendor to remove an individual from performing Services under the Agreement.
- 6. Non-Appropriation.** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under the Agreement, the Board shall notify Vendor and the Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Agreement are exhausted. Payments for Products and Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under the Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under the Agreement.
- 7. Termination, Suspension of Services, Events of Default, Remedies, and Turnover of Documents.**
- 7.1. Early Termination.** The Board may terminate the Agreement in whole or in part, without cause or penalty, at any time, by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received, or the date stated in the notice, whichever is later.
- After notice is received, Vendor must restrict its activities, and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Products or Services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in the Compensation Section of the Agreement.
- Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of the Agreement.
- Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision.
- 7.2. Suspension of Services.** The Board upon written notice may direct Vendor to suspend delivery of Products or Services in whole or part. Vendor shall promptly resume delivery and performance of Products and Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Vendor. Responsibility for any additional costs or expenses actually incurred by

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

Vendor as a result of remobilization shall be determined by mutual agreement of the parties.

**7.3. Events of Default.** Events of default ("**Events of Default**") include, but are not limited to, the following:

- A. Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff.
- B. Any material misrepresentation by Vendor in the inducement or the performance of the Agreement.
- C. Material breach of any term, condition, representation or warranty made by Vendor in the Agreement.
- D. Failure of Vendor to perform any of its obligations under the Agreement, including, but not limited to, the following:
  - i. Failure to perform any portion of the Services or deliver Products in the manner specified in the Agreement.
  - ii. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services and delivery of Products.
  - iii. Failure to promptly re-perform or re-deliver within a reasonable time and at no cost to the Board, Services or Products that were determined by the Board to be incomplete or unsatisfactory.
  - iv. Discontinuance of the Products or Services for reasons within Vendor's reasonable control.
  - v. Failure to comply with any term of the Agreement, including but not limited to, the provisions concerning insurance, nondiscrimination, and any other acts specifically and expressly stated in the Agreement constituting an Event of Default.
  - vi. Failure to meet MBE/WBE project participation goals.
- E. Default by Vendor under any other agreement Vendor may presently have or may enter into with the Board.
- F. Where Services include contact with CPS students, any failure to comply with the Background Check requirements, in whole or in part.
- G. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law that is not dismissed within sixty (60) days of the date of its filing.

**7.4. Remedies.** The Board, in its sole discretion, may declare Vendor in default, in whole or in part, if Vendor commits an Event of Default. The CPO may give Vendor an opportunity to cure the default within a certain period of time ("**Cure Period**"). The CPO shall give Vendor written notice of a default, either in the form of a cure notice ("**Cure Notice**") or, if no opportunity to cure is granted, a default notice ("**Default Notice**").

The CPO may give a Default Notice after a Cure Notice if: (1) Vendor fails to effect a cure within the Cure Period given in the applicable Cure Notice; or (2) if the Event of Default cannot be reasonably cured within the Cure Period, Vendor fails to commence and

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

continue diligent efforts to cure in the sole opinion of the Board.

A written Default Notice shall be final and effective termination of the Agreement, effective on Vendor's receipt of such notice or on the date set forth in the notice, whichever is later. When a Default Notice is given, Vendor must discontinue all Products and Services, unless otherwise specifically directed in the notice, and Vendor must deliver to the Board all materials prepared or created in the performance of the Agreement, whether completed or in-process.

Upon the occurrence of an Event of Default, the Board may invoke any or all of the following remedies:

- A. Take over and complete the Products and Services or any part thereof, either directly or through others.
- B. Terminate the Agreement, in whole or in part, as to any or all of the Products or Services yet to be performed, effective at a time specified by the Board.
- C. Suspend the performance of Services during the Cure Period if the default results from an action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff. In the event that the performance of Services is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization.
- D. Seek specific performance, an injunction or any other appropriate equitable remedy.
- E. Receive from Vendor any and all damages contemplated in this Agreement incurred as a result or in consequence of an Event of Default, which shall be subject to the Limitation of Liability provision in Section 38 of this Agreement.
- F. Money damages, which shall be subject to the Limitation of Liability provision in Section 38 of this Agreement.
- G. Withhold all or part of Vendor's compensation under the Agreement that are due or future payments that may become due under the Agreement.
- H. Deem Vendor non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Vendor pursuant to the Board's Debarment Policy (19-0626-PO1), as may be amended from time to time.

The Board may elect not to declare Vendor in default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Vendor to continue to provide the Products and Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under the Agreement nor shall the Board waive or relinquish any of its rights under the Agreement, at law, in equity or by statute, nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future. If the CPO decides not to terminate, then she or he may decide at any time thereafter to terminate the Agreement, in whole or in part, in a subsequent Default Notice.

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate the Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant to the Early Termination

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

Section above.

- 7.5. Turnover of Documents and Records.** Upon demand of the Board after termination of the Agreement for any reason or the expiration of the Agreement by its terms, Vendor shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to the Agreement or the performance or furnishing of Products and Services.
- 8. Assignment.** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign the Agreement, or any obligations imposed hereunder, without the prior written consent of the other party.
- 9. Intellectual Property.**
- 9.1. Intellectual Property Defined.** Intellectual property shall mean all trademarks, trade dress, copyrights and other intellectual property rights in the materials used in the performance of Services and delivery of Products under this Agreement.
- 9.2. Board's Intellectual Property.** Vendor agrees that all Confidential Information, as well as any intellectual property arising therefrom, shall at all times be and remain the property of the Board. The Board's intellectual property shall include specifically any documents and materials created by the Board either alone or in cooperation with Vendor in connection with the Services, including but not limited to such materials that are adapted or reproduced from Vendor's materials ("**Board Materials**"). Any and all unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow, charts, methods, processes, drawings, maps, files, records, computer printouts, designs or other materials uniquely developed or first conceived in the performance of Services ("**Work Product**") is exclusively deemed to be "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq.* Vendor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to intellectual property rights as defined in this Section. Board Materials shall exclude any and all (i) third party intellectual property, and (ii) pre-existing Vendor intellectual property that is delivered to the Board as part of the Products and Services. Upon written agreement between the parties, Vendor may be licensed to use the Board's intellectual property for specifically defined uses and terms.

Unless otherwise specified in this Agreement, all of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of the Agreement within three (3) business days of demand. In addition, Vendor shall return the Board's Confidential Information in the format requested by the Board. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

- 9.3. Vendor's Intellectual Property.** All Intellectual Property owned by Vendor prior to, created independently of the Products and Services under this Agreement shall be and remain at all times "Vendor's Intellectual Property", provided that none of the Board's Confidential Information is used or disclosed in Vendor's Intellectual Property and such Intellectual Property is not Work Product. In the event that any Confidential Information is used or disclosed in any such Intellectual Property, it is the Board's Intellectual Property, and the Board shall have full and exclusive ownership rights to such Intellectual Property. Other than as may be expressly stated elsewhere in this Agreement, Vendor grants to the Board a perpetual, royalty-free, non-transferable license to use such of Vendor's Intellectual Property for non-commercial, educational purposes.



*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

- 9.4. Third Party Intellectual Property.** Vendor represents and warrants to the Board that Vendor, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other confidentiality or proprietary right of any person or other third party.
- 9.5. Survival.** The obligations set forth in this Section shall survive the termination or expiration of this Agreement.
- 10. Representations and Warranties of Vendor.** Vendor represents and warrants that the following shall be true and correct as of the effective date of the Agreement and shall continue to be true and correct during the Term of the Agreement and any Renewal Terms.
- 10.1. Licensed Professionals.** Vendor is appropriately licensed under Illinois law to perform Services required under the Agreement and shall perform no Services for which a professional license is required by law and for which Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.
- 10.2. Technical Accuracy.** All Services will be technically accurate and correct and performed in strict accordance with the provisions and requirements of this Agreement.
- 10.3. Compliance with Laws.** Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to the Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), the Illinois School Student Records Act ("**ISSRA**"), the Student Online Personal Protection Act ("**SOPPA**"), the Children's Online Privacy Protection Act ("**COPPA**"), and any others relating to non-discrimination and as applicable. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>. In addition, Vendor shall comply with any governmental regulations, requirements and guidelines and Board guidelines, policies, and rules in effect now or later, and as amended from time to time related to COVID-19, including without limitation all reporting requirements and requirements or recommendations regarding face coverings and social distancing.
- 10.4. Good Standing.** Vendor is not in default and has not been deemed by the Board to be in default under any other contract with the Board during the five (5) year period immediately preceding the effective date of the Agreement.
- 10.5. Authorization.** If Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of the Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of the Agreement which shall constitute valid, binding obligations of Vendor.
- 10.6. Financially Solvent.** Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under the Agreement.
- 10.7. Gratuities.** No payment, gratuity or offer of employment was made by or to Vendor in relation to the Agreement or as an inducement for award of the Agreement.
- 10.8. Contractor's Disclosure Form.** The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify Board

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

- 10.9.** Third Parties' Property and Information. In performing and delivering the Services under the Agreement, Vendor shall not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party and will not improperly use any third party's confidential information. Vendor shall have, without encumbrance, all ownership, licensing, marketing, and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement.
- 10.10.** Assignment of Warranties. Vendor has the ability to pass through and shall pass through to the Board any third-party warranties concerning the Products and Services provided under the Agreement to the Board.
- 10.11.** Free of Computer Viruses. Vendor shall use commercially reasonable best efforts to ensure that the Services, including but not limited to any software used in the performance of the Services, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.
- 10.12.** Debarment and Suspension. Vendor certifies, to the best of its knowledge and belief, after due inquiry, that:
- A. It, its principals, or its subcontractors providing Services under the Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33E).
  - B. It, its principals, or its subcontractors providing Services under the Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of state or local government.
  - C. It, its principals, or its subcontractors providing Services under the Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

"Principals" for the purposes of this certification means officers; directors, owners; partners; persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

In performing any obligations of the Agreement, Vendor shall not utilize any organizations that the Board has debarred from doing business with CPS pursuant to the Board's Debarment Policy (19-0626-PO1), as may be amended.

- 10.13.** Prohibited Acts. Within the three (3) years prior to the effective date of the Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.
- 10.14.** Continued Disclosure Requirement. If at any time during the Term of the Agreement or during any Renewal Terms, Vendor becomes aware of any change in the circumstances

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

that makes the representations and warranties stated above no longer true, Vendor must immediately disclose such change to the Board.

- 10.15.** Authorized Reseller. Vendor is a manufacturer's authorized reseller for those respective BAS vendors listed on Exhibit C attached hereto and incorporated herein.
- 10.16.** Survival. All representations and warranties will survive inspection, acceptance, payment and expiration or termination of this Agreement. Nothing in the foregoing representations and warranties will be construed to limit any other rights or remedies available to the Board under the law and the Agreement.
- 11. Background Check.** Vendor shall comply with the following requirements and such other procedures as may be determined necessary by the Board from time to time for each employee, agent, volunteer or subcontractor who may have contact with a CPS student as a result of the Agreement (individually and collectively "**Staff**") ("**Background Check**"). For purposes of this Section, contact via text messages, live chats, emails, any other digital or online media, telephone, in person, or through any other means shall be considered "contact". Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:
- 11.1. Do Not Hire List.** The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to the Agreement by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.
- 11.2. Criminal History Records Check.** Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with a CPS student pursuant to the Agreement through the process established by the Board, including using the Board's contracted vendor for conducting such checks, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), which refers to and incorporates the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) (collectively "**Criminal History Records Check**"). A complete Criminal History Records Check includes the following:
- A. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation.
  - B. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry.
  - C. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.
- The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder.
- 11.3. Department of Children and Family Services Check.** At Vendor's cost and expense, the Board shall have the right to check Staff who may have contact with a CPS student pursuant to the Agreement for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("**DCFS**") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

a government agency in another jurisdiction) for each Staff (“**DCFS Check**”). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check, and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not access any Board facility and shall not have contact with any CPS student hereunder.

**11.4. Background Check Representations and Warranties.** With respect to each Background Check, Vendor further represents and warrants that Vendor shall:

- A. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed.
- B. Obtain from each of its prospective and current Staff and provide to the Board a signed copy of any release and consent required to conduct the Background Check in the form determined by, and as directed by the Board.
- C. Confirm with the Board’s Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board’s directives regarding the results of each Background Check before any contact with a CPS student may occur.
- D. When contact with a CPS student may occur, not allow any Staff to provide Services until a DNH Check, Criminal History Records Check, and DCFS Check have been completed by the Board and the results of the Background Check satisfy for the Board, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended.
- E. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance of the Background Check and its update process.
- F. Immediately remove from any contact with any CPS student pursuant to the Agreement and otherwise terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

**11.5. Allocation of Costs and Liquidated Damages.** Vendor is obligated to cause the Background Check to be performed for all Staff who may have contact with any CPS student pursuant to the Agreement, and Vendor shall be responsible for the costs of such Background Check. Whether or not Vendor allocates the costs to its subcontractors shall not affect Vendor’s obligations in this Section.

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

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

**12. Research Activities and Data Requests.** Vendor shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event Vendor seeks to

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

conduct research in the Chicago Public Schools or use CPS student data for research purposes in connection with the Agreement or for any other purposes, Vendor shall comply with the Board's External Research Study and Data Policy adopted December 11, 2019 (19-1211-PO3), as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Director of School Quality Measurement and Research, or as otherwise provided in the Policy.

13. **Use of Board's Network; Acceptable Use Policies.** If at any time, Vendor has access to the Board's computer network, Vendor will adhere to the Board's Information Security Policy adopted August 28, 2019 (19-0828-PO1), and the Board's Staff Acceptable Use Policy, adopted August 28, 2019 (19-0828-PO3) during the Term of the Agreement and any renewals thereof. Vendor shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 28, 2019 (19-0828-PO2), as may be amended. Vendor shall also comply with the requirements and guidance in the following links as applicable: Acceptable Use Policy of Technology Guidance and other vendor requirements, attached hereto ("**Vendor AUP**").
14. **Independent Contractor.** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. As an independent contractor, Vendor agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. To the extent that Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, Vendor shall be solely responsible for paying such taxes. Vendor agrees that neither Vendor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to social security number or federal employer identification number. In the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of the use of Vendor's employees under the Agreement, Vendor shall indemnify the Board for any such liability.
15. **Indemnification.** Vendor agrees to defend, indemnify and hold harmless the Board (and the City of Chicago in Trust for Use of Schools ["**CIT**"] and the Public Building Commission of Chicago ["**PBC**"] as their interests may appear in their capacity as titleholders), their members, employees, agents, officers and officials from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character (collectively "**Claims**") arising or alleged to arise out of the acts or omissions of the Vendor, its officers, agents, employees and subcontractors in the performance of the Contract. The foregoing obligation extends to and is intended to encompass any and all Claims that the Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property right of a third party.

Furthermore, as stated in Independent Contractor Section above, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Vendor's employees under the Agreement, Vendor shall indemnify the Board for any such liability. As stated in the Confidential Information Section above, in the event of unauthorized access, use, or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of Vendor, its employees, agents, or subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees that are required under applicable law associated with providing notices of a data breach to affected persons and to regulatory bodies, and remedying and otherwise mitigating any potential damages or harm from the data breach.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and, other

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Vendor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Vendor of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Vendor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Vendor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2<sup>nd</sup> 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

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

16. **Non-liability of Board Officials.** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to Vendor, its members if a joint venture, or any subcontractors.
17. **Board Not Subject to Taxes.** The federal excise tax does not apply to the Board, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The amounts paid to Vendor are inclusive of all other taxes that may be levied or based on the Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under the Agreement, but excluding taxes levied or imposed on the income or business privileges of Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.
18. **Audit and Records Retention.** Vendor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance by the Vendor with the Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution, delivery and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in good faith cooperation with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit.

Vendor shall maintain all records related to the Agreement. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to the Agreement and Vendor's performance of Services). Specifically, if applicable, a complete record of all communications between the Board's students and Vendor's employees, agents, and subcontractors, including but not limited to text messages, chat dialogue, email communications, and recorded voice communications, must be retained. All records shall be retained for the life of

## THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

## I. General Terms and Conditions

the Agreement and through any Transition period. Vendor shall, upon request, transfer all records and data to the Board generated in the course of performing services within thirty (30) calendar days of expiration or termination of the Agreement. Confidential Information shall be returned to the Board in a secured, consumable format as directed by the Board, such as .csv or SQL file. Upon return of all Confidential Information, Vendor shall provide an affidavit attesting to destruction of all copies in Vendor's possession. All records and data generated pursuant to the Agreement shall be subject to inspection and audit by the Board during the life of the Agreement. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. Vendor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

19. **Freedom of Information Act.** Vendor acknowledges that the Agreement and all documents submitted to the Board related to the contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that the Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that the Agreement shall be posted on the Board's Internet website.
20. **MBE/WBE Program.** Vendor acknowledges that it is familiar with the requirements of the Board's "Remedial Program for Minority and Women- Owned Business Enterprise Participation in Goods and Services Contracts" ("Remedial Plan"), which is available on the Board's website at <https://policy.cps.edu/download.aspx?ID=153> and is incorporated as if fully set forth herein. (Please see extension: [https://www.cpsboe.org/content/actions/2021\\_12/21-1215-RS1.pdf](https://www.cpsboe.org/content/actions/2021_12/21-1215-RS1.pdf) ). Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Vendor agrees to submit such documentation in connection with the program as may be requested by the Board.

Vendor and its subcontractors shall provide all required compliance data with respect to the Remedial Plan via the Board's electronic system available at <http://cps.diversitycompliance.com>. Vendor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. Vendor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

21. **Right of Entry.** Vendor and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use and shall cause each of its officers, employees and agents to use the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of the Agreement, including without limitation, the indemnification provisions contained in the Agreement.
22. **Non-Discrimination.** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Vendor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. § 1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended and all other applicable federal, state, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the Vendor's employees or the Vendor's subcontractors' employees.

- 23. Wage Requirements.** In the performance of this Agreement, Vendor must comply with the City of Chicago Minimum Wage Ordinance (01-24), as amended, available at: [https://codelibrary.amlegal.com/codes/chicago/latest/chicago\\_il/0-0-0-2639765](https://codelibrary.amlegal.com/codes/chicago/latest/chicago_il/0-0-0-2639765); the Board's Minimum Wage Resolution (14-1217-RS2), available at [https://www.cpsboe.org/content/actions/2014\\_12/14-1217-RS2.pdf](https://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf); which adopts Chicago Mayoral Executive Order 2014-1, available at: [https://chicityclerk.s3.amazonaws.com/s3fs-public/document\\_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf](https://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf); and, any applicable regulations issued by the Board's CPO.

In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Vendor must: (i) pay its employees no less than the minimum wage as determined by the City of Chicago ("**Minimum Wage**") for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Vendor's operations, does not directly relate to the services provided to the Board under the Agreement, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.*, in force as of the date of the Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.



*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then Vendor must pay the prevailing wage.

24. **Public Works.** Any construction contract with CPS calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
25. **Kickbacks.** Neither Vendor nor any of its members if a joint venture or limited liability company has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor any payment, gratuity or offer of employment in relation to the Agreement or as an inducement for the acceptance of the Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.
26. **Joint and Several Liability.** In the event that Vendor, or its successors or assigns, if any, is comprised of more than one legal entity, then in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such legal entity.
27. **Survival/Severability.** All express representations or indemnifications made or given in the Agreement shall survive the completion of Services or the expiration or termination of the Agreement for any reason. If any provision or part of the Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent that it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
28. **Counterparts and Electronic Signatures.** The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
29. **Entire Agreement and Amendment.** The Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of the Agreement. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement are of no force or effect.

The parties, however, acknowledge that Vendor may have or may have had one or more prior

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***I. General Terms and Conditions**

agreements or contracts with Board, pursuant to which Vendor may have continuing obligations currently or after termination or expiration thereof ("**Other Agreements/ Continuing Obligations**"), such as but not limited to other services, warranties, record retention obligations, or indemnification obligations. It is not the intention of the parties to subsume or supersede those Other Agreements/Continuing Obligations in this Agreement, and the parties' respective obligations thereunder.

30. **Controlling Agreement.** Vendor shall not request any CPS staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the performance of Services except for those documents specifically approved by the Board under the Agreement. No additional terms or conditions shall apply to the Board unless a written amendment to the Agreement is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel, or is otherwise documented and executed in accordance with the Change Management Process section of this Agreement.
31. **Governing Law.** Without regard to application of any conflict of law provisions, the Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of the Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Vendor, or by personal delivery on any officer, director, or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning the Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
32. **Continuing Obligation to Perform.** In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under the Agreement with a reservation of all rights and remedies it may have under or pursuant to the Agreement at law or in equity.
33. **Conflict of Interest.** The Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one-year period following expiration or other termination of their office.
34. **Indebtedness.** Vendor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Agreement as fully set forth herein.
35. **Ethics.** No officer, agent or employee of the Board is or shall be employed by Vendor or has or shall have a financial interest, directly, or indirectly, in the Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Agreement as fully set forth herein.
36. **Inspector General.** Each party to the Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations. It shall be the duty of every contractor, subcontractor, agent or licensee of the Board, and every applicant for certification of eligibility for a Board contract or program, to cooperate with the inspector general in any inquiry undertaken related to the Agreement. Assurance of compliance with this requirement by the

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**I. General Terms and Conditions**

contractor's employees, agents or subcontractors shall be the responsibility of the contractor. Failure to cooperate as required may result in monetary and/or other penalties.

37. **Waiver.** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
38. **Limitation of Liability.** Except as specifically set forth in this Section, in no event shall Vendor or the Board be liable to the other for indirect, special, or punitive damages arising from any claim or action based on contract, tort or other legal theory. The aforesaid limitation of Vendor's liability to the Board shall not apply to the following: (a) a Party's obligations set forth in the Confidential Information Section; (b) those instances of Vendor's gross negligence or willful misconduct, including, but not limited to, those instances where death, bodily injury, or damage to tangible property are involved; and (c) a Party's obligations to pay any amounts due pursuant to the terms of the Agreement.

**II. SPECIFIC TERMS & CONDITIONS**

1. **Principal's And Authorized Representatives Right to Direct.** The principal and authorized representatives at each school shall have the authority, to the maximum extent possible, to direct Vendor and its subcontractors when performing the Services on Board property.
2. **Warranty of Services.** Vendor hereby represents and warrants that its Services will be performed in a manner consistent with the standards of the applicable industry or profession. Vendor warrants that its Services will be performed in a manner that does not damage or corrupt data of the Board. Vendor also warrants that the deliverables submitted to the Board for acceptance will conform to the Scope of Services and will be free of errors or defects in design, material and workmanship. Unless otherwise stated in an individual Statement of Work ("SOW"), the warranties contained in this Section will continue for thirty (30) days ("**Warranty Period**") after delivery of the Services to the Board. If the Board notifies Vendor, or Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties within the Warranty Period, Vendor shall, at its own expense, promptly correct such non-performance, error or defect, and failing that, shall refund amounts paid by the Board related to the portion of Services not in substantial compliance with this warranty. The foregoing re-performance and/or refund remedies will be the Board's sole and exclusive remedy for Vendor's breach of this warranty. Any repair or replacement of deliverables or portions thereof will be additionally and automatically warranted therein. All warranties will survive inspection, acceptance and payment.
3. **Authority.** Vendor understands and agrees that Vendor is not an authorized representative of the Board or the Chicago Public Schools. All agreements and approvals (written or verbal) of the Board or the Chicago Public Schools must be made by authorized Board employee(s).
4. **Account Management.** Vendor must provide a single point of contact ("**Account Manager**") who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. Vendor shall also be required to have periodic meetings with the Department of Procurement personnel for reasonable contract review meetings as well as an annual review at a time determined by the Department of Procurement. Vendor must support the Board with an appropriate number of personnel to meet the Board's needs.
5. **Removal and Reassignment.** Vendor agrees to remove any of its staff or subcontractor's staff or any particular subcontractor from performing Services if the Board, in its sole discretion, believes that such individual or subcontractor is not performing acceptably or is endangering the safety or welfare of any CPS student. Vendor further agrees to bear any costs associated with the removal of such person or subcontractor. Vendor shall have a transition plan for all key personnel on this

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***II. Specific Terms and Conditions**

account. In the event of removal, reassignment or departure, Vendor will make reasonable commercial efforts to provide transitional coverage of any Key Personnel within five (5) business days and will have new personnel fully in place within sixty (60) days.

6. **Subcontractor Employee Screening and Monitoring Process.** If the awarded Vendor plans to subcontract the Services outlined in the Agreement to a third party, Vendor must submit its subcontractor's employee screening and monitoring process for Board approval prior to final contract approval.
7. **Charter School Participation.** Charter schools which receive funding from the Board shall be eligible to purchase Services pursuant to the terms and conditions of the Agreement and, if such charter schools are authorized by their governing bodies to execute such purchases, by issuing their own purchase order(s) to Vendor. The Board shall not be responsible for payment of any amounts owed by charter schools. The Board assumes no authority, liability or obligation on behalf of any charter school.
8. **Participation by Other Local Government Agencies.** Other local government agencies ("Local Government Agencies") may be eligible to purchase Services pursuant to the terms and conditions of the Agreement if: (a) Vendor agrees to provide Services to the requesting Local Government Agency, (b) such agencies are authorized, by law or their governing bodies, to execute such purchases; (c) such authorization is allowed by the Board of Education's CPO; and (d) such purchases have no significant net adverse effect on the Board and result in no observed diminished ability on the Vendor to provide the Services to the Board or Board's user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All negotiation, purchases and payment transactions shall be made directly between the Vendor and the requesting Local Government Agency; the Board shall not be responsible for payment of any amounts owed by any Local Government Agency to Vendor. The Board assumes no authority, liability or obligation on behalf of any Local Government Authority.
9. **Notices.** All notices required under this Agreement shall be in writing and shall be sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by facsimile or email as shown by the transmitting device, or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

If to the Board:                      Board of Education of City of Chicago  
    Facilities Department  
    42 W. Madison Street  
    Chicago, Illinois 60602  
    Attn: Chief Facilities Officer  
    Facsimile: 773-553-2901  
    Email: ihansen2@cps.edu

*With copies to:*                      Board of Education of City of Chicago  
    Department of Information and Technology Services  
    42 West Madison Street  
    Chicago, IL 60602  
    Attn: Chief Information Officer  
    Facsimile: 773/553-3080  
    Email: ewagner@cps.edu

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

## **II. Specific Terms and Conditions**

and to:

Board of Education of City of Chicago  
Attention: General Counsel  
One North Dearborn, 9<sup>th</sup> Floor  
Chicago, Illinois 60602  
Facsimile: (773) 553-1701

If to Vendor: CDW Government LLC  
230 N. Milwaukee Ave  
Vernon Hills, IL, 60061  
Attention: General Counsel  
Email: psp@cdw.com

With copies to: Attn: VP, Contracting Operations  
2 Corporate Drive, Suite 800  
Shelton, CT 06484

### **10. Remote and In-Person Services.**

- 10.1.** Vendor shall provide remote Services consistent with the Scope of Services as directed by the Board. Any and all remote services shall comply with the CPS Acceptable Use Policy attached hereto ("**Vendor AUP**"). Vendor represents and warrants that Vendor will comply with all Vendor AUP requirements and restrictions.
- 10.2.** Vendor shall only provide in-person Services at any time during the Term or any Renewal Term, including during full or partial/hybrid closure of CPS schools due to COVID-19:
- A. As set forth the Scope of Services.
  - B. In compliance with all policies, guidelines, requirements and protocol regarding health, safety and COVID-19 of the Chicago Public Health Department ("**CDPH**").
  - C. In compliance with all CPS policies, guidelines, requirements and protocol regarding health, safety and COVID-19, as may be amended, including but not limited to all standards and expectations for on-site programming at schools during remote learning.

### **11. Transitions.**

- 11.1.** Transition at Effective Date of Agreement. Upon commencement of the Agreement, Vendor shall familiarize itself with and prepare to transition to Board's existing programs and current System requirements and procedures that are (i) pertinent to Vendor's programs and performance of Vendor's Services and (ii) expressly stated in an applicable SOW. Vendor shall fully cooperate with other Board contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other Board contractors. Vendor shall not intentionally commit or permit any act which will interfere with the performance of work by any other Board contractors.
- 11.2.** Transition at Termination/Expiration of Agreement. Upon expiration or early termination of this Agreement, Vendor shall take all actions necessary to accomplish a complete and timely transition from Vendor to Board, or to any replacement service providers designated by Board (collectively "**New Provider**"), without material impact on the Services or any other services provided by third parties. Vendor shall provide Board and New Provider with all information regarding the Services that is needed for the transition. Vendor shall provide for the prompt and orderly conclusion of all work, as Board may direct, including completion

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

## II. Specific Terms and Conditions

or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition. Vendor shall provide any additional transition services as Board requests in writing for a period of up to one year after the termination or expiration of this Agreement, on a time and materials basis, at a rate to be mutually agreed between Board and Vendor. Vendor shall further ensure that all data, records, and Confidential Information generated in the course of performance is returned to the Board in accordance with the terms of the Agreement.

12. **Change Management Process.** During the Term of this Agreement or any Renewal Term, the parties may determine that change(s) to the Agreement is necessary. In such an event, the parties shall determine if the proposed change amounts to a material revision as described in this Section before determining how that change will be documented.
  - 12.1. **Material Revision.** A “material revision” includes (i) increasing the margin cost of the Products and/or Services to be provided during the Term of this Agreement, or Renewal Term, beyond the Maximum Compensation amount, as may be amended; (ii) substantial reduction in the scope of Products and Services; (iii) substantial expansion of the Products and Services to be provided beyond the Scope of Products and Services authorized by the Board in this Agreement; (iv) extending the time of performance of Services beyond the time period approved by the Board; (v) change or modification to the legal terms and conditions in this Agreement; or (vi) any other shift of the risks and liabilities between the parties. A material revision requires a written amendment to the Agreement approved in advance by the Board, then signed by the authorized representatives of both parties and approved by the Board’s General Counsel. For purposes of this Subsection 12.1, the term “margin” shall mean essentially a cost-plus margin, as may be further negotiated between the parties.
  - 12.2. **Statements of Work and Change Requests and Orders.** If the proposed change does not amount to a material revision as defined above, the parties’ authorized representatives shall agree in writing to a Statement of Work or Change Request and Order, as appropriate, before each change takes effect.
  - 12.3. **Supplemental Statements of Work.** The parties may mutually agree upon and enter into a written Supplemental Statement of Work (“**Supplemental SOW**”) to further describe the Products to be provided and the Services to be rendered, the roles and responsibilities of the parties, the periods of performance, timelines, deliverables, and any other terms necessary for the performance of the Services according to the expectations described in the Agreement. Each Supplemental SOW entered into shall be numbered sequentially in order of execution and shall be executed by the Chief Facilities Officer and/or designee and—where software and/or technology services and products are involved—by the Board’s Chief Information Officer, and the authorized representative of Vendor. Except for any additionally negotiated warranty provisions, no SOW shall modify, amend, or add legal terms, conditions, or provisions; shift risks or liabilities between the parties; or otherwise constitute a material revision. Any Products provided and Services performed in accordance with a SOW shall be performed in accordance with the terms of the Agreement. Any SOW that is not completed and approved in accordance with the terms of the Agreement, including this Section, shall be null and void, and Vendor shall not be entitled to any compensation for Products provided or Services performed pursuant to a void SOW. In the event of a conflict or inconsistency between the terms and conditions of a Statement of Work and the terms and conditions of this Agreement, this Agreement controls.
  - 12.4. **Change Requests and Orders.** The parties may at any time determine that changes to the Products and Services provided under this Agreement are necessary. Provided that such changes do not amount to a material revision and do not require a SOW, the parties shall exchange Change Requests, proposals, and then Change Orders. All Change Orders shall

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***II. Specific Terms and Conditions**

contain a detailed, written description of the change in Products and Services and any compensation change (provided that it is not a material revision of the compensation). Any Products and Services provided pursuant to a Change Order shall be subject to and comply with the terms of this Agreement. Change Orders shall not modify, amend, or add legal terms, conditions, or provisions; shift risks or liabilities between the parties; or otherwise constitute a material revision. Any Change Order is not effective unless and until it is properly signed by the Chief Facilities Officer and/or designee and —where software and/or technology services and products are involved—by the Board's Chief Information Officer and the authorized representative of Vendor. Any Change Order that is not completed and approved in accordance with the terms of the Agreement, including this Section, shall be null and void, and Vendor shall not be entitled to any compensation for Products provided or Services performed pursuant to a void Change Order. In the event of a conflict or inconsistency between the terms and conditions of a Change Order and the terms and conditions of this Agreement, this Agreement controls.

13. **Technical Information.** Prior to the execution of this Agreement, Vendor shall supply CPS's Department of Information and Technology Services ("ITS") and the Facilities Department with information regarding the Products (including without limitation any Software), including but not limited to the security and technical environment (collectively "**Technical Information**") which is available from the manufacturer or publisher. Vendor is required to advise the Board's ITS Program Manager if the Technical Information for any Product(s) or Program(s) changes in any way during the Term of this Agreement, including any Renewal Terms. Any changes that, in the Board's sole determination, do not result in the disqualification of the Products shall be documented in accordance with the Change Management Process section. Changes that result in the disqualification of any Product shall be documented in accordance with the requirements of the Change Management Process section.
14. **Approval of Technology Products.** All proposed technology products will require vetting and approval with regard to compliance with CPS safety, technical, security/privacy and academic/instructional standards. It is anticipated that vetted and approved Products will be set forth in an Exhibit to the Agreement.
15. **Additional Requirements for Delivery of Products and Services.** In the event of a strike, sympathy strike, picketing, work stoppage, slowdown, demonstration, or any other lawful or unlawful disruptive activity that impacts Services, Vendor shall ensure continued undisrupted delivery of Services and Products to the Board in accordance with the terms of the Agreement, or as may be otherwise directed by the Board and agreed upon by the Parties. Under the aforementioned circumstances, the Board shall have the right to direct Vendor to use any of the following methods to arrange for continued delivery of Products and Services: 1) use of Vendor's non-union employees or an alternative courier to deliver products; 2) delivery of products to an alternative site; 3) use of Board employees to pick up Products from Vendor or Vendor's couriers; or 4) any other alternative means necessary to ensure that Products and Services are timely delivered to the Board without disruption. Vendor shall also enforce any no-strike clauses Vendor has in its collective bargaining agreements when such clauses impact the delivery of any Services or Products under this Agreement. Any alternative delivery methods utilized under this section shall be approved by a representative designated by the Board.
16. **ADDITIONAL REQUIREMENTS AND RESTRICTIONS.**

The following sections may be applicable where Vendor may be performing (or causing to be performed) any labor at any Board facility or other property, such as (without limitation) installation of devices affixed to a Board facility, or other work within the scope of services.

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

## II. Specific Terms and Conditions

- 16.1. Payment And Performance Bond.** As may be directed by the Board, Vendor shall obtain a payment and performance bond for any particular Project in an amount as directed by the Board that is sufficient to ensure the fulfillment of the contract(s) or subcontract(s) related to the Project. The bond shall reference this Contract and any contract(s)/subcontract(s) related to the Project (collectively “**Project Contracts**”), and shall comply with the requirements of Illinois law regarding payment and performance bonds. The bond shall be in a form, and issued by a surety, acceptable to the Board and such surety shall be licensed as a surety by the State of Illinois. The bond shall be security for the faithful performance of the Services set forth in the Project Contracts and payment of all persons supplying labor, materials, equipment and services of any nature to Vendor in connection with the Project Contracts. The bond shall expire five (5) years from the effective date of the Project Contracts or such date as may be determined by the Board. The bond shall be furnished together with the current power of attorney for the person(s) signing on behalf of the surety, which power of attorney shall be sealed and certified with “first hand signature” by an officer of the surety. A facsimile signature shall not be accepted by the Board. The acknowledgment of the principal on the bond shall be notarized with his or her official title identified. The parties acknowledge and agree that the Board shall have no obligation to make any payments under the Contract with regard to the particular Project that is the subject of such bond unless and until Vendor delivers a bond meeting the requirements set forth in this Section.
- 16.2. Multi-Project Labor Agreement.** “**Multi-Project Labor Agreement**” or “**PLA**” means that certain Chicago Board of Education Multi-Project Labor Agreement (including that certain Supplemental Agreement to the Project Labor Agreement Regarding Student Programs and Apprenticeships) with various trades regarding projects in excess of \$25,000.00, a copy of which is available on Board’s website at: <https://www.cps.edu/about/policies/administrative-hearings/collective-bargaining/> and by this reference made a part of this Contract. Vendor acknowledges familiarity with the requirements of Board’s PLA and, subject to the identification by the Board of required trade/craft union involvement for the delivery of Services, the Vendor would further acknowledge the PLA’s applicability to such work to be performed by Vendor or its subcontractors pursuant to the Contract. As applicable, Vendor shall comply, and shall cause any applicable subcontractors to comply, with the PLA in all respects.
- 16.3. Obligation to Obtain Certifications from Subcontractors.** Before making the first payment on any Project to any Subcontractor pursuant to a subcontract subject to the PLA, Vendor shall require that the Subcontractor provide a certification (signed and notarized within 30 days after the date of that Subcontractor’s first invoice submitted to Vendor) that it is not delinquent on wage payments, remittance of union dues or payments due to benefit or pension plans under any collective bargaining agreement with a labor organization that is a signatory to the PLA. Vendor shall submit that certification to the Board at the time of the first payment application that involves a request for payment to that Subcontractor.
- 16.4. General Safety Guidelines.** Vendor will be solely responsible for safety in performing the Services. Vendor will adhere and shall require its subcontractors to adhere to any and all safety related requests by the Board and the Board’s designated representatives, including submission, upon the request of the Board, of Vendor’s Safety Manual.
- A. Vendor, both directly and indirectly through its subcontractors, will continuously protect the Board’s property and adjacent property from damage, injury, or loss arising in connection with operations under this Contract. Vendor will make good any such damage, injury, or loss.
  - B. Vendor, both directly and indirectly through its subcontractors and in working with CPS’s third party contractors, will take all necessary precautions to ensure the safety of the public and workers in performing the Services, and to prevent accidents and/or



*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***II. Specific Terms and Conditions**

injury to any persons on, about, or adjacent to any site where the Services are being performed.

- C. Vendor, both directly and through its subcontractors, will comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. Vendor and its subcontractors will cooperate with any other Vendor that may be performing work on a site; such compliance will include, but be not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Vendor and its subcontractors will provide the Board with their Material Safety Data (MSD) Sheets, Exposure Control Plan, Hazardous Materials (HazMat) Communications Plan and other safety related documents and programs. The responsibility for implementation and enforcement of health and safety requirements lies with Vendor and its safety support staff.
- D. In an emergency affecting the safety of life or adjoining property, Vendor, without special instructions or authorization from the Board, is permitted to act, at its discretion, to prevent the threatened loss or injury.
- E. Vendor, both directly and through its subcontractors, will protect private and public property adjacent to where the Services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the Services are being performed.
- F. If, in the opinion of the Board, the performance of the Services endangers adjoining property or persons, upon written notice from the Board to the Vendor, the Services and installations will be stopped and the method of operation changed in a manner acceptable to the Board. Vendor acknowledges and agrees that it will be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.
- G. Vendor will maintain a written policy regarding drug and/or alcohol testing of employees and will implement such policy at any time that Vendor, or any of Vendor's supervisory personnel, form a reasonable suspicion that such testing may have a positive result. The said policy will also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to ensure that all subcontractors performing Services maintain and implement similar testing policies, Vendor will require a similar written policy in each subcontract. If the results of any such test are positive, Vendor will, as soon as possible, contact the Board's Risk Management personnel concerning the results. The Board may require the removal, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

**16.5. Hazardous Materials; Environmental Aspects Of The Work.**

- A. If in the course of performing Services, an environmental hazard is encountered requiring action, Vendor, both directly and through its subcontractors, shall cooperate and coordinate its Services installation or other work ("**Work**") in all respects with that of Board's environmental consultants, perform its Work according to safe and approved protocols and procedures, and perform Work to prevent environmental contamination of any Board facility or other property. Vendor shall be responsible for all costs Board incurs for Vendor's failure to comply with such protocols and procedures, or for its failure to consult and protect the integrity of any prior environmental work; such costs may include without limitation any costs associated

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***II. Specific Terms and Conditions**

with cleaning any area contaminated by Vendor's (or its Subcontractors') failure to comply with these requirements

- B. If Vendor encounters material on a Board facility or other property reasonably believed to be **"Hazardous Materials"** (defined below) that has not been identified in the Scope of Work or rendered harmless, Vendor shall immediately stop work in the area affected and report the condition to the Board and Facilities Department project manager (**"Project Manager"**) in writing and comply with a Board-approved plan for identifying and handling the material. If no plan is in place, Vendor shall await and follow directions of the Project Manager. The Work in the affected area shall be resumed in the absence of hazardous materials, or when it has been rendered harmless by written notification from Project Manager to Vendor. If reasonable precautions shall be inadequate to prevent foreseeable bodily injury or death to persons resulting from material or substance encountered on the Board facility or other property by Vendor, Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Board and Project Manager in writing. The Board, through one or more environmental consultants, shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the materials or substance reported by Vendor and, if the material or substance is found to be present, to verify that it has been rendered harmless
- C. **"Hazardous Materials"** means, without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, methane, mercury vapor lamps, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, caustic cleaning substances or materials, pesticides and toxic or other hazardous substances or material, including without limitation, substances now or hereafter defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.); the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9671 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601, et seq. and regulations - 40 CFR Part 760); the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq. and ); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. § 1251, et seq.); the Rivers and Harbors Act (33 U.S.C. § 401 et seq.); and any so-called "Superlien Law"; and the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material.

- 16.6. Compliance With Safety Laws And Regulations; Exposure Control Plan.** Vendor, both directly and through its subcontractors, shall comply with all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents. Vendor and its subcontractors, shall cooperate with any other contractor that may be performing work at any Board facility or other property, including, but not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Vendor and its subcontractors shall provide the Board with their Exposure Control Plan, Hazard (HazMat) Communications Plan and other safety-related documents and programs.
- 16.7. Non-Interference With Operations And Board Contractors.** Vendor, either directly or through its subcontractors, shall not interfere with the operations of any Board school, offices, and network locations, or the performance of other work in any Board school, offices, or network locations by the Board or other Board contractors.

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

## II. Specific Terms and Conditions

### III. PRODUCT TERMS

1. **New Products; Options.** During the Term of the Agreement or any Renewal Terms, Vendor may inform the Board Project Manager, the Chief Information Officer if software or technology is involved, and the Department of Procurement if an addition to the Products (including without limitation any Software), provided under the Agreement may reduce costs, improve quality or efficiencies, or be otherwise beneficial to the Board and are still within the scope of the Agreement. For example, as new technologies evolve during the Term of the Agreement or any Renewal Term, additional products may be offered to consumers similarly situated to the Board that are within the scope of the Agreement. In such an event, Vendor shall provide to the Board the specifications, price, and any other relevant information regarding the proposed product (including a sample where requested), and the Board Project Manager, the Chief Information Officer if software or technology is involved, and the Department of Procurement shall determine if the product is within the scope of the Agreement and can be added to the Products list included within the Agreement as set forth herein. Any addition or modification to the Products list that does not amount to a material revision as defined in the Agreement shall be documented in writing in accordance with the Change Management Process section of this Agreement. The sale of any new Products shall be in accordance with the terms of the Agreement. The price for any Products added to the Products list in this manner shall reflect discounts consistent with the prices for other Products that are available for the Board to purchase or lease under the Agreement. The Board shall have no financial or other obligations for the sale of any product that is not included in any Products list in the Agreement at the time of the sale with the appropriate written documentation.
2. **Supply of Products.** Upon installation (or delivery, as the case may be), other than as may be set forth herein, all Products will become the sole property of the Board. Vendor will supply the Products in a safe, thorough and timely manner. All Products will be supplied in accordance with the terms and provisions of this Agreement and to the satisfaction of the Board's CPO.
3. **Products Compliance.** All Products and any other goods, equipment or materials that may be provided or used as part of the Agreement shall comply with the applicable local, state, and federal health and safety standards, including without limitation the Consumer Protection Agency and the Federal Trade Commission standards and guidelines.
4. **Product Warranty.** Vendor warrants that all Products furnished hereunder shall be new and conform with any specifications ("Specifications") and other requirements as set forth in the Agreement. Vendor shall assign to the Board the benefits of any manufacturer's warranty of the Products and shall cooperate with the Board in securing any and all remedies of such warranties for the benefit of the Board during the Term of the Agreement and any Renewal Terms.

The Board acknowledges that Vendor may not be the manufacturer of all the Products being supplied under this Agreement. Nonetheless, Vendor warrants that from the date of delivery, the Products shall be covered by the respective manufacturer's warranty, and Vendor shall only provide Products covered by manufacturer's warranties.

5. **Products Availability and Successor Models.** If Vendor or a manufacturer/supplier cancels or discontinues a Product during the Term of the Agreement or any Renewal Term, Vendor must

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***V. Data Security & Confidentiality Terms**

notify the Board of any such manufacturer's discontinuation or cancellation within five (5) business days of Vendor's knowledge of said discontinuation or cancellation. In such an event, Vendor shall work with the Board's authorized representative to find an equivalent, acceptable product that maintains or reduces cost and, to the extent commercially possible, maintains or improves specifications as determined by the Board's authorized representative ("Successor Model"). With the manufacturer's consent and if made available by such manufacturer, sample devices of the proposed Successor Models must be made available to the Board's Project Manager, the Chief Information Officer if software or technology is involved, and the Chief Procurement Officer ("CPO") for their review and approval prior to substitution. In the event that the manufacturer does not provide a comparable product, Vendor will assist in finding a new replacement. Products must be replaced with an equivalent model that meets any specification of the original item specified in the Agreement. Any agreement to replace a Product in the Agreement must be documented in writing in accordance with the Change Management Process section. The absence of a written agreement documenting acceptance of the replacement product shall mean that any purchases of the replacement product shall be null and void.

**6. Product Recall.**

Vendor does not manufacture the Products and therefore does not initiate product recalls. In the event of a manufacturer or government issued recall on a Product distributed by Vendor to the Board, and upon the receipt of notice from the OEM to Vendor, Vendor shall contact the Board and advise the Board of the Product recall. Vendor shall notify the Board within two (2) business days of Vendor's receipt of any manufacturer or government issued recalls on Products purchased by the Board pursuant to this Contract and at no cost to the Board, in which the health or safety of any individual may be at issue. In all other circumstances, Vendor shall notify the Board within five (5) business days of Vendor's receipt of notice of any manufacturer or government issued recalls on Products purchased by the Board pursuant to this Contract and at no cost to the Board.

All Products purchased by the Board subject to a recall shall be replaced at no cost to the Board by Vendor with the same make and model within ten (10) business days of Vendor notifying the Board of the recall. If the same make and model is not available due to the recall, then Vendor shall provide a comparable product in terms of quality and price. Acceptance of the comparable product shall be at the sole discretion of the Chief Procurement Officer. If the Chief Procurement Officer rejects in writing the comparable product, Vendor shall cause its subcontractors to remove all the recalled Products from the Board sites and provide a full refund for each recalled Product within ten (10) business days of receiving the Chief Procurement Officer's rejection of the comparable product. Replacement of the recalled Products shall include delivery of the same make and model products or the comparable products (if accepted) to the sites where the recalled Products are located and removal of the recalled Products at no cost to the Board.

**IV. SOFTWARE TERMS**

1. **License.** Any software that Vendor may resell or otherwise offer as part of its performance of Services under the Agreement (collectively "Software") shall remain the property of the Software publisher, and the Board's rights therein shall be subject to the respective publisher's end user license agreement, unless separate terms of use have been negotiated by the Board and the respective Software publisher. The Software includes any software and applications, regardless of the means of delivery, updates, bug fixes, patches, operational modifications or corrections that are necessary for the operation of the Services as proposed by Vendor and accepted by the Board. The Software and any accompanying documentation shall at all times remain the sole and exclusive property of Vendor or, alternatively, the sole and exclusive property of a third party Software publisher.
2. **Permissible Board Actions.** Nothing in this Section shall prevent the Board, its employees and representatives from sharing reports and data generated from Vendor's Products and Services with

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***V. Data Security & Confidentiality Terms**

other vendors of the Board as may be necessary to receive and evaluate the Products and Services for the Board's purposes.

3. **Licensed Users.** A username and password shall be provided by a software publisher for each licensed user of the Software, if applicable. "Licensed Users" or "Board Users" usually means those schools, classrooms, administrators, teachers, students, parents/legal guardians and other identified individuals licensed to access the Software. If specifically stated in an individual SOW and subject to an applicable end user license agreement, there is no set maximum or minimum number of Board Users who will be able to access the Software. The number of Licenses provided shall be unlimited and shall be in effect through the Term or any Renewal Term, if specifically stated in an individual SOW and subject to an applicable end user license agreement. If specifically stated in a SOW and subject to an applicable end user license agreement, a Licensed User may continue to use the License throughout the Term or any Renewal Term of this Agreement, regardless of any transfer to any other CPS school during that Term.
4. **Implementation of the Software.** Where applicable or necessary, Vendor shall provide installation, configuration, and implementation services for any Software, so that it is accessible through the Board's computers and other compatible devices.
5. **Software Maintenance and Support.** As applicable, Vendor shall make available for purchase maintenance and support services to the Board for any Software purchased or used as part of the Services as more fully described in the Agreement.
6. **Compatibility and Data Flow.** Vendor shall ensure that the Software and Services allows data to flow properly between the Board's users and the Software. Vendor must ensure that the Services, Software, and other resources and materials (collectively, the "Provided Resources") that are provided by Vendor to the Board, incorporated by Vendor, or approved or recommended by Vendor for use by the Board in connection with the Services, be in conformance with all applicable Specifications. At all times, Vendor must cooperate and work as requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers, including without limitation the following:
  - A. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution.
  - B. Providing information concerning any or all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services.
  - C. Working with the Board's other service providers in the implementation and integration of the Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Services.
  - D. Providing reasonable access to and use of the Provided Resources.
  - E. Performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this section.

If any of the foregoing requires the disclosure of any proprietary information or Confidential Information of Vendor to any third party, such third party may be required to enter into a reasonable confidentiality agreement with Vendor and/or Board, with terms substantially equivalent to those of the Agreement regarding the protection of Confidential Information.

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

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**V. Data Security & Confidentiality Terms**

7. **Software Warranties and Representations.** For any Software that may be supplied or licensed to the Board, Vendor represents and warrants that Vendor will assign to the Board any warranties concerning the Software from the manufacturer to the Board as applicable.

**V. DATA SECURITY & CONFIDENTIALITY TERMS**

1. Applicability of Terms to Statements of Work. All SOW executed pursuant to this Agreement shall be governed by the terms of this Agreement unless otherwise specified in writing by CPS and the respective party.
2. **Definitions.**
  - 2.1. **Confidential Information.** In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others (“**Confidential Information**” or “**CPS Data**”). Such Confidential Information may include, but is not limited to: Student-Generated Content (hereinafter defined), Student Data as further defined below, employee data, technical data and specifications, software, ideas, budget figures, operational details, unpublished school information, CPS financial information, access control and/or system logs, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Vendor. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating the confidentiality obligations of this Agreement and any other agreements with the Board.
  - 2.2. **Student Data.** “Student Data” means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology, including but not limited to the Products (as defined in this Agreement and including without limitation Software) by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students relating to a CPS student. For purposes of this Agreement, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.
  - 2.3. **De-Identified Data.** De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the purposes of this Agreement, De-Identified Data will still be considered Confidential Information and treated as such unless expressly provided otherwise in this Agreement.
  - 2.4. **Student Generated Content.** The term “Student-Generated Content” means materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and videos.
3. **Use of Confidential Information.** Vendor shall only use Confidential Information for the sole purpose of providing Services to the Board and shall not disclose the Confidential Information except to those of its directors, officers, agents, servants, employees, and contractors who have a need to access the Confidential Information in order to perform the Services set forth in the Agreement. Vendor is prohibited from sharing Student Data with any contractors or third parties

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***V. Data Security & Confidentiality Terms**

without executing a Student Data exhibit to be incorporated into a written agreement between the Parties. Vendor shall not copy or otherwise reproduce in any manner whatsoever the Confidential Information for any purposes outside the terms of the Agreement without the prior written consent of the Board, except where required for its own internal use solely to deliver the Services under this Agreement and strictly in accordance with the terms of this Agreement. Vendor shall use at least the same standard of care in the protection of Confidential Information as Vendor uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner and in compliance with all applicable laws. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), the Illinois School Student Records Act (“**ISSRA**”), the Student Online Personal Protection Act (“**SOPPA**”) and the Children’s Online Privacy Protection Act (“**COPPA**”).

4. **Handling of Confidential Information.** Vendor shall protect against the unauthorized access, use, or disclosure of Confidential Information by employing security measures when handling Confidential Information that are no less protective as those used to protect Vendor’s own confidential information and at least as secure as the following. When handling Confidential Information, which may include but is not limited to Student Data, Vendor shall:
  - A. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt. Vendor shall not send with encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption.
  - B. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.
  - C. Not leave Confidential Information in any medium unsecured and unattended at any time.
  - D. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access.
  - E. Password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive encrypted with an encryption key of no less than 256 bits. Vendor shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. Vendor shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.
  - F. Secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to, disclosure and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies, procedures, and technical elements relating to data access controls. All Confidential Information must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures.
  - G. Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed within Vendor’s Services and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of the Agreement.

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***V. Data Security & Confidentiality Terms**

- H. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Confidential Information security practices. Vendor agrees to share its incident response plan upon request.
- I. Assure that its systems include at least the safeguards listed below. The Parties acknowledge that Vendor is not an OEM or manufacturer of the Products and that Vendor will, in its capacity as a reseller, make commercially reasonable efforts to provide the Board with information related to the Products' compliance with the following safeguards:
  - 1. Include component and system level fault tolerance and redundancy in system design.
  - 2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
  - 3. Encrypt Confidential Information at rest and in transit.
  - 4. Authentication of users at logins with a 256-bit or higher encryption algorithm.
  - 5. Secure transmission of login credentials.
  - 6. Automatic password change routine.
  - 7. Trace user system access via a combination of system logs and Google Analytics.
  - 8. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
  - 9. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.
  - 10. Employ an in-line intrusion prevention system that inspects incoming data transmissions.
  - 11. Prevention of hostile and unauthorized intrusion.
  - 12. Backup of all Confidential Information at least once every twenty-four (24) hours.
  - 13. Ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks.
  - 14. Provide a documented disaster recovery plan that includes the following elements:
  - 15. Available recovery times.
  - 16. Conduct 24x7 system monitoring that is capable of detecting potential outages.
  - 17. Plans for File-level, Database and server recovery after a component/system failure, damage or compromise.
  - 18. Substantial geographical separation between data centers hosting production, backup and redundant system elements.
  - 19. Include recovery/mitigation procedures for all managed sites, including subcontractors, agents, and other recipients.
  - 20. Include provisions for at least the following events:
    - i. Fire
    - ii. Natural disaster
    - iii. Sabotage
    - iv. Accidental human error
    - v. Flooding
    - vi. Equipment failure
    - vii. Application/database failure
    - viii. Other unlikely events

No less than annual testing of the disaster recovery plan (at least parts that affect Student Data).



*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**V. Data Security & Confidentiality Terms**

- J. Screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Criminal Background Check in the Agreement do not have access to Student Data. Vendor shall provide the security measures taken to ensure that said employees do not have access to Student Data.
  - K. Confidential Information hosted on Vendor systems shall be stored, backed up, and served only on servers located in the continental United States. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Agreement.
5. **Dissemination of Information.** Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Vendor's possession as a result of Services and/or Materials provided under the Agreement, Vendor shall promptly give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.
  6. **Press Releases; Publicity.** Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property (as defined below), including but not limited to the CPS logo or the logos of any schools, during or after the performance or delivery of Products and Services without the prior express written consent of the Board's Chief Communications Officer or its designee. Furthermore, Vendor may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or its designee.
  7. **Return or Destruction of Confidential Information.** Vendor shall return all Confidential Information to the Board within thirty (30) calendar days of a written request after expiration or termination of the Agreement. Confidential Information shall be returned to the Board in a secured, consumable format as directed by the Board, such as .csv or SQL file. Upon return of all Confidential Information, Vendor shall provide an affidavit attesting to destruction of all copies in Vendor's possession. Vendor shall delete a specific student's Student Data upon the written request of the Board. In the event that Vendor is permitted to retain certain Confidential Information, provided such permission is granted in writing by the Board, such information shall be protected and handled in accordance with the terms of this Agreement for as long as Vendor is permitted to retain such Confidential Information.
  8. **Unauthorized Access, Use or Disclosure of Confidential Information.** If Vendor has knowledge of any unauthorized access, use, and/or disclosure of Confidential Information, it shall: (i) promptly notify the Board, which in no event shall be longer than seventy-two (72) hours from Vendor receiving notice of the unauthorized access, use, or disclosure; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably direct to remedy such unauthorized access, use or disclosure, including, if required under any federal or state law, providing notification to the affected persons. Vendor shall bear the losses and expenses associated with a breach of vendor's obligations regarding Confidential Information as is set forth

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***V. Data Security & Confidentiality Terms**

in the Indemnification section above. Vendor shall include this provision in any and all agreements it executes with subcontractors performing Services or providing Products under this Agreement.

9. **Security Requirements.** Vendor will store and process Confidential Information in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in the Agreement. This includes appropriate administrative, physical, and technical safeguards designed to secure Confidential Information from unauthorized access, disclosure, and use. All data must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor is required to specify any personally identifiable information (PII) collected or used by Vendor. In addition, Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Industry certifications, such as International Organization for Standardization (ISO), SysTrust, Cloud Security Alliance (CSA) STAR Certification, or WebTrust security for SaaS environments are recommended. Such safeguards shall be no less rigorous than accepted industry practices, including specifically the International Organization for Standardization's standards ISO/IEC 27001:2013 (Information Security Management Systems – Requirements), and ISO-IEC 27002:2013 (Code of Practice for International Security Management). The Parties acknowledge that Vendor is not an OEM or manufacturer of the Products and that Vendor will, in its capacity as a reseller, make commercially reasonable efforts to provide the Board with information related to the Products' compliance with the requirements in this Section V.9.

Vendor shall ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident.

Vendor shall assure that all data that is transmitted by Vendor between the Board's access points and the ultimate server, by Vendor or its recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

10. **Additional Obligations Regarding Treatment of Student Data.** In addition to the above stated obligations for the treatment and handling of Confidential Information, Vendor shall abide by the following obligations if handling, receiving, storing, transmitting or otherwise accessing Student Data:
- 10.1. **Student Data Use.** Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Products, Services, and technology, for any purpose, including but not limited to amassing a profile about a CPS student or otherwise identify a CPS student except in furtherance of specific Services as set forth in this Agreement. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Products and Services under this Agreement, if applicable.
  - 10.2. **Student Data Collection.** Vendor shall not collect Student Data except as specifically permitted in this Agreement.
  - 10.3. **Marketing and Advertising.** Vendor shall not advertise or market to schools, students or their parents/guardians when the advertising is based upon any Student Data that Vendor has acquired because of the use of that Vendor's site, Products, Services, or this Agreement.
  - 10.4. **Student Data Mining.** Vendor is prohibited from mining Student Data for any purpose. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is prohibited.

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**V. Data Security & Confidentiality Terms**

- 10.5. Student Data Transfer or Destruction. Vendor will ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Vendor have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose, if applicable.
- 10.6. Rights in and to Student Data. All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services and delivery of Products under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property. Vendor does **not** have the right to sell or trade Student Data.
- 10.7. Sale of Student Data. Vendor is prohibited from selling, trading, or otherwise transferring Student Data.
- 10.8. Access. Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access will be logged.

**11. Student Data Prohibition; Compliance with the SOPPA and FERPA.** The Parties acknowledge that provision of the Services does not require disclosure of Student Data or personally identifiable information, and that Vendor is not a SOPPA Operator. The parties shall prevent the receiving, collecting, or utilizing of Student Data under this Agreement. In the event Vendor comes to knowingly possess Student Data pursuant to this Agreement, Vendor must immediately notify the Board and comply with the terms of this Agreement regarding Student Data, as well as applicable laws governing Student Data. If any such categories of information should become the subject of a particular SOW, the respective Parties shall memorialize such data collection and/or disclosure in accordance with CPS policy by way of the applicable SOW and a mutually agreeable Student Data Exhibit will be made part of this Agreement. Vendor is strictly prohibited from using any digital, software, online or cloud platform outside of the CPS Google Platform, including, but not limited to any educational technology (Ed Tech) and other student engagement or learning enrichment platforms in connection with the Services Vendor will be offering and providing to CPS under this Contract. Further, the Board will not provide Vendor with any information or data which may reasonably be subject to SOPPA or FERPA, or classified as 'sensitive' under any law or regulation related to data privacy. Notwithstanding the foregoing, Vendor acknowledges it must comply with the following requirements, if applicable:

11.1. Information Status. The parties acknowledge that any Student Data in the possession of CPS constitutes "Covered Information" as defined under SOPPA and "Personally Identifiable Information" as contemplated in FERPA (collectively "**Covered Information**"). Defined terms used in this Section will have the same meanings as those given in the Student Online Personal Protection Act (105 ILCS 85/1 *et. seq.*) ("**SOPPA**"), the Federal Educational Rights and Privacy Act (20 CFR §1232g; 34 CFR §99 *et seq.*) ("**FERPA**"), and the Board's Student Online Personal Protection Act Policy adopted on January 27, 2021 (21-0127-PO3), as may be amended from time to time. Requests regarding Covered Information hereunder shall be made by and received from the Board's authorized SOPPA representative, at [privacyoffice@cps.edu](mailto:privacyoffice@cps.edu) (the "**CPS SOPPA Representative**").

11.2. SOPPA Breach. If a "**Breach**", as defined in SOPPA, is attributed to Vendor, its officials, agents, employees, and/or Subcontractors and Subprocessors, as defined below, Vendor shall: (i) be liable for any costs and expenses incurred by the Board in investigating and remediating the

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***V. Data Security & Confidentiality Terms**

Breach, including, but not limited to those costs and expenses identified in 105 ILCS 85/15(4)(D)(i)-(iv); (ii) promptly, but no later than seventy-two (72) hours after the determination that a Breach has occurred, Vendor must do the following:

- A. Send notice to the CPS SOPPA Representative at [privacyoffice@cps.edu](mailto:privacyoffice@cps.edu) promptly, but within seventy-two (72) hours of such determination
- B. Such notice shall provide the following information:
  - (i) any statement Vendor intends to make to third parties regarding the Breach, which Vendor shall not issue publicly or otherwise disseminate without the prior express written consent of the Board's Chief Communications Officer or his/her designee;
  - (ii) the number of CPS students impacted by the Breach, as well as the date, estimated date, or estimated date range of the Breach;
  - (iii) the name, title, and contact information of the Vendor representative managing the Breach;
  - (iv) a description of the Covered Information that was compromised or reasonably believed to have been compromised in the Breach;
  - (v) information that the parent may use to contact the Vendor to inquire about the Breach, which must include but shall not be limited to the toll-free numbers, addresses, and websites for consumer reporting agencies, the toll-free number, address, and website for the Federal Trade Commission; and
  - (vi) a statement that the parent may obtain information from the Federal Trade Commission and consumer reporting agencies about fraud alerts and security freezes.

11.3. Data Deletion. Vendor agrees to comply with requests for data deletion as follows:

- A. Requests for deletion should be accepted by the Vendor only as received from the CPS SOPPA Representative.
- B. Vendor shall appoint a data request manager to receive and process requests to delete Covered Information as further described below.
- C. Upon receipt of a request to delete a student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall delete the student's Covered Information within a reasonable timeframe of receiving such request, unless a student or his or her parent consents to the maintenance of the Covered Information.
- D. Vendor shall cooperate with requests for confirmation, redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.

11.4. Publication; Continuing Obligation to Disclose. Vendor must immediately notify CPS in the event it comes to knowingly possess any CPS Student Data, in order to memorialize such possession by way of a Scope of Student Data Exhibit and Amendment.

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***V. Data Security & Confidentiality Terms**

11.5. Compliance. Vendor shall comply with all requirements set forth in SOPPA, the Board's SOPPA policy and guidelines, and any other higher standard set forth herein as to Operators, as defined in SOPPA, including but not limited to providing all required listings, statements, descriptions, and notifications and developing processes, including for breaches.

11.6. Vendor Prohibitions. Vendors are prohibited from:

- A. Engaging in any advertising to schools, students or their parents/legal guardians as set forth in the Confidentiality Section of this Contract, including but not limited to any Targeted Advertising on the Vendor's site, service, or application or Targeted Advertising on any other site, service, or application if the targeting of the advertising is based on any information, including Covered Information and persistent unique identifiers, that the Vendor has acquired pursuant to this Contract.
- B. Vendor shall not collect Covered Information from district staff or outside of the permissions granted under this Contract.
- C. Using information including persistent unique identifiers, created or gathered by the Vendor's site, service, or application to amass a profile about a student.
- D. Selling, renting, leasing, or trading a student's information, including Covered Information, as additionally stated in the Sale of Student Data Section of this Contract.
- E. Disclosing Covered Information, except for circumstances allowable under the Contract, if applicable.

11.7. Operator Status; Continuing Obligation to Disclose. As of the date of execution, Vendor has represented that it is not acting as an "Operator" as defined in SOPPA. Vendor must immediately notify CPS in the event it comes to engage in any activities implicating SOPPA Operator status as defined in 105 ILCS 85/5.

12. Volunteers, Employees, Agents, and Subcontractors. Vendor agrees to provide its volunteers, employees, agents, and subcontractors only such Confidential Information that is necessary for the delivery of Products and the performance of Services pursuant to this Contract and to cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.

13. Data Security Manager. Upon request, Vendor shall provide the Board with the name and contact information for a primary and alternate employee of Vendor who shall serve as the Board's primary security contact and who shall be available to assist the Board during normal business hours or outside normal business hours in the event of an emergency in resolving obligations associated with a Confidential Information-related security breach. The designated contact shall respond to any Board inquiries directly related to the security breach as soon as reasonably possible, but no later than twenty-four (24) hours..

14. Injunctive Relief. In the event of a breach or threatened breach of this Section, Vendor acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Vendor agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***V. Data Security & Confidentiality Terms**

**15. Survival.** The provisions of this Section shall survive the termination or expiration of this Contract.

**VI. INSURANCE REQUIREMENTS**

Vendor, at its own expense, shall procure and maintain insurance covering all operations under the Agreement, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth:

1. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under the Agreement with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
2. **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of one (1) year following completion), and defense. Commercial General Liability Coverage must include and not exclude coverage for sexual abuse and molestation.
3. **Automobile Liability Insurance.** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
4. **Professional Liability / Technology Errors and Omissions which includes Cyber Liability and Network Security Insurance.** When any professionals perform Services in connection with the Agreement, Professional Liability Insurance covering acts, errors, or omissions in conjunction with the professional services must be maintained with limits of not less than Five Million Dollars (\$5,000,000.00) each claim and Five Million (\$5,000,000.00) in the aggregate. Coverage must include contractual liability, Privacy/Network Coverage, and security/privacy. Such coverage must not be excluded. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of one (1) year following completion of professional services.
5. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance to provide additional limits for underlying Workers' Compensation and Employers' Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance Sexual Abuse & Molestation Insurance (if the latter is required) (and Professional Liability/Medical Errors and Omissions, Professional Liability Errors and Omissions which includes Cyber Liability And Network Security Insurance, if Umbrella/Excess coverage is available for these coverages), with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, and shall cover the Board and its employees, subject to that of the primary coverage.
6. **Additional Insured.** Vendor shall have its Commercial General Liability, Umbrella/Excess Liability, Automobile Liability Insurance and Sexual Abuse and Molestation Insurance policies (if the latter is required) (and its Professional Liability Errors and Omissions Insurance which includes Cyber Liability And Network Security Insurance, if this endorsement is available for those coverages) endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate (and the CIT and the PBC as their interests may appear in their capacity as titleholders), and their

## VI. INSURANCE REQUIREMENTS

members, employees and agents, and any other entity as may be designated by the Board are included as additional insured on a primary basis without recourse or right of contribution from the Board."

7. **General.** The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Vendor for any Products or Services if satisfactory proof of insurance is not provided by Vendor prior to the performance of any Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management  
Board of Education of the City of Chicago  
42 W. Madison  
Chicago, Illinois 60602  
riskmanagement@cps.edu

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Vendor's failure to carry or document required insurance shall constitute an Event of Default of the Vendor's Agreement with the Board. In the event Vendor fails to fulfill the insurance requirements of the Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or the Agreement may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute to insurance provided by the Vendor.

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in the Agreement. The Vendor shall require any subcontractors under the Agreement to maintain comparable insurance including the Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insured. The Vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Vendor in no way limit the Vendor's liabilities and responsibilities specified within the Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in the Agreement, if any, or any limitation that might be placed on the indemnity in the Agreement given as a matter of law.

Vendor agrees that insurers waive their rights of subrogation against the Board.

The Board retains final authority with respect to all insurance-related decisions and maintains the right to modify, delete, alter or change these requirements upon written notice provided to Vendor by the Board's Office of Finance, Risk Management.

Vendor must register with the insurance certificate monitoring company designated by the Board and indicated below and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board.

**Each year, Board-approved, registered vendors will be notified 30 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related**

## **VI. INSURANCE REQUIREMENTS**

**annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should you have any questions on submissions and payment options, you can contact the certificate monitoring company.**

Certificate Monitoring Company:

Topiary Communications Inc.

211 W. Wacker Drive, Ste 220

Chicago, IL 60606

Phone: (312) 494-5709

Email: [dans@topiarycomm.net](mailto:dans@topiarycomm.net)

URL: <http://www.cpsVendorcert.com> (designated website for online registration, insurance certificate submissions and annual fee payments)

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

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

THE BOARD OF EDUCATION  
OF THE CITY OF CHICAGO

DS  
ES

DocuSigned by:  
By: Jianan Shi  
D5029823484021E...  
Jianan Shi, President

DocuSigned by:  
Attest: Susan J Narrajos  
ADC8249349B6440...  
Susan J Narrajos, Board Secretary

Date: September 18, 2023 | 2:00:25 PM CDT

DocuSigned by:  
By: Pedro Martinez  
AA17786A4B2446C...  
Pedro Martinez, Chief Executive Officer

Board Report No.: 23-0426-PR18-1, 23-0726-AR1-I-31

Approved as to legal form: JA DE ES

DocuSigned by:  
By: Ruchi Verma  
50B562E0FFA44C9...  
Ruchi Verma, General Counsel

CDW GOVERNMENT LLC

By: Dario Bertocchi  
Digitally signed by  
Dario Bertocchi  
Date: 2023.09.12  
08:10:34 -04'00'

[Name] Dario Bertocchi

[title] Vice President Contracting Operations

Date: Sept 12, 2023

#### ATTACHMENTS:

- Exhibit A: Scope of Products and Services
- Exhibit B: Pricing Exhibit
- Exhibit C: BAS Catalog
- Exhibit D: Supplemental Statement of Work Form
- Exhibit E: Return Policy
- Exhibit F: CPS Board Report 19-0828-PO3 - Staff Acceptable Use Policy
- Exhibit G: CPS Board Report 19-0828-PO1 – Information Security Policy
- Exhibit H: CPS Acceptable Use Policy

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**EXHIBIT A**  
**SCOPE OF PRODUCTS AND SERVICES**

**I. BACKGROUND.**

The Board of Education of the City of Chicago (the “**Board**” or “**CPS**” or the “**District**”) has created a department for managing, servicing, upgrading and installing Building Automation Systems (“**BAS**”) to control the HVAC mechanical systems for the District. This department is responsible for all aspects of these systems as well as other Internet of Things (“**IoT**”) systems that interact with them such as Intercom, Fire, Lighting, etc. As such, the Board is investing in maintenance contracts, server consolidation and maintenance along with life cycle management of all the aspects of these systems to make sure that CPS has the most current, up to date and fully functional BAS systems. CPS has roughly 450 sites with full BAS systems in various states of age ranging from 30 years old to current and every year is working with the CPS Capital team to update and centralize them from school-based servers to ones located in the CPS Data Center for high availability. Currently we have close to 160 sites on the CPS enterprise servers.

**II. DESCRIPTION OF GOODS AND SERVICES.**

The Board seeks to identify and select the most appropriate software reseller for its software and cloud services sourcing and procurement requirements. The Board has spent substantial sums per year on previous BAS contracts. Since this number is based on past usage and may fluctuate in either direction, the Board does not guarantee minimum volume commitments. The current catalog of BAS systems and vendors (“**BAS Vendors**”) is outlined in “**Exhibit C - BAS Catalog**”; it is expected this catalog could change over the term of the Contract at the direction of the Board. The definition of Building Automation Systems (“**BAS**”) is the system(s) that controls the Heating, Cooling, Lighting, Indoor Air Quality, and other IoT systems within a building. Vendor shall be an authorized reseller of the Products and Services set forth therein for each BAS Vendor listed on **Exhibit C**.

Vendor, as the BAS reseller, will:

- A. Supply the most extensive proportion of the BAS Vendor requirements listed herein.
- B. Name and provide seamless access to BAS Controls/Mechanical/Electrical/Plumbing/Fire Alarm specialists dedicated to the support of the Board’s BAS requirements.
- C. Provide clarity of all licensing use rights and options that meet the Board’s requirements.
- D. Deliver cost comparisons of licensing alternatives that meet the Board’s requirements.
- E. Supply the most competitive pricing for all BAS and BAS-linked services.
- F. Supply the most competitive pricing for incidental use Mechanical Services/Electrical/Plumbing/Fire Alarm and others that are required to complete the BAS projects.
- G. Provide licensing consolidation optimization options.
- H. Provide details of any support and maintenance benefits associated with BAS license contracts.
- I. Identify software support and maintenance, and cloud services options that offer better value to the Board in advance of renewal.
- J. Provide clear and timely communication of changes to licensing agreements, metrics, prices or product offerings, including mitigation strategies to navigate away from any negative impact associated with such changes.

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

- K. Deliver reporting and management information in an on-demand format that includes details of all licenses obtained, agreement types and numbers, agreement levels, prices paid and next anniversary/expiry dates.
- L. Complete monthly business review meetings for the purpose of assessing all business completed and coming due for completion, actions completed, and actions outstanding.
- M. Provide streamlined quoting and invoicing for all requirements.
- N. Offer the ability to electronically download software titles, based on availability.
- O. Distribute or provide access to all license agreements, the right documentation and correct keys on procurement and demand.
- P. Provide implementation, configuration and support BAS software associated with software licensing as required.
- Q. Provide training options for CPS staff and consultants for the Board's approved BAS Vendors.

**III. PRICING.**

**Exhibit C - BAS Catalog** provides a listing of all BAS Vendors from which the Board currently purchases goods, services, and products. Vendor is expected to use authorized vendors that can resell software and products for BAS applications that are approved for CPS projects that do not violate OEM warranty and support options. Vendors are expected to be able to provide BAS quotes from these vendors or similar vendors, if approved by the Board, upon request.

For each named BAS Vendor, Vendor should confirm they are an authorized reseller, the level of partnership qualified for, and any markup to costs that will apply for new requirements and renewals.

Cost ("**Cost**") is defined as the reseller's purchase cost from BAS Vendor, or distributor, excluding any operating cost, and with all reductions in purchase price applicable through deal registration and partner status applied. BAS resellers agree to quote on an open-book basis, where all cost prices and markup applied are shown and itemized in either quotes or relevant purchase portals and the following will be true:

- A. Vendor will pay a 1% rebate to the Board each calendar quarter based off of total invoiced sales on the Contract in that quarter. Quarterly reporting of invoiced sales will be supplied to CPS outlining total sales, and the 1% rebate no more than 30 days after the close of each quarter.
- B. Vendors will agree to periodic auditing to ensure transparency in cost pricing and the application of the agreed-upon cost-plus margin.
- C. No service fees or additional costs shall be invoiced to the Board by Vendor during the term of the Contract (except as described in this RFP or mutually agreed upon in writing).
- D. There shall be no "small order", "minimum order," or "special order" charges or surcharges.
- E. There shall be no return fees for inaccuracies or other errors on the part of Vendor.
- F. Any rush delivery that occurs as a result of a Vendor's error (e.g., stock-outs, etc.) shall be free of charge. No handling surcharges shall be added or discounts lost for any rush or expedited orders.

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***IV. ACCOUNT MANAGEMENT.**

There are periodic deliverables expected from Vendor to the Board as listed below:

- A. Monthly BAS contract spend and pricing. The reports shall include data such as school name, unit number, date of order, date of delivery, licenses purchased, and the price paid. The format of the report shall be mutually determined by Vendor and the Board.
- B. Monthly MBE/WBE reports. The format of the report shall be mutually determined by Vendor and the Board's Office of Business Diversity.
- C. Quarterly Business Review Meetings to discuss contract performance and implementation issues.

**V. CPS REQUIREMENTS FOR ADDITIONAL VENDOR ONBOARDING.**

All delivery plans must be approved by the CPS BAS team, or designee. Also, the Vendor must create an onboarding plan for additional vendors as approved by the CPS BAS team, or designee.

**VI. DATA SECURITY AND PRIVACY.**

According to the CPS Policy Manual, Section 706.3, each principal and administrator with his/her staff shall assume the responsibility for safeguarding the confidentiality and protection of student record files. The full policy can be viewed at <https://www.cps.edu/sites/cps-policy-rules/policies/700/706/>. Vendor shall address the requirements of Policy 706.3 and provide a detailed data security and privacy plan for the proposed solution.

**VII. BAS APPLICATION SECURITY REQUIREMENTS.**

- A. Session communication shall be encrypted via the Transport Layer Security ("TLS") 1.2 standard.
- B. The solution shall support unique user identification.
- C. The authentication mechanism shall be extensible.
- D. The solution shall not allow default, generic (non-unique), or anonymous access.
- E. The solution shall require authentication for every user session.
- F. The solution shall support a configurable session inactivity timeout.
- G. The solution shall employ a least-privileged data access model.
- H. The solution shall provide for hierarchical delegation of control to be restricted to specific classes of users, groups, sites, and modules.
- I. The software shall integrate with the existing Microsoft Active Directory via LDAP, Google SSO, SAML 2.0 hierarchy per the Board's technical specification requirements.
- J. The solution design shall be hardened and resistant to internal and external compromise attempts. The application shall support current and up-to-date patched solutions. The application shall also be kept up-to-date and all vulnerabilities shall be addressed in an immediate fashion.

**VIII. BAS MONITORING REQUIREMENTS.**

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

- A. The solution shall log access, authorization, security violations and changes to access rights.
- B. The solution shall log access and failed access attempts.
- C. The solution shall allow for the configuration of auditing functions.
- D. The solution shall track & store all solution/data access by users with associated audit information including user name, time/date stamps, data access, and source IP address.
- E. The solution shall archive access logs and have them easily accessible.
- F. The solution shall generate a report listing all users who have capabilities and access not in accordance with global policy (due to local override) and the ID of who made the change.
- G. The solution shall support long term access log archiving and reporting.

**IX. BAS THIRD-PARTY SECURITY AUDIT.**

As may be directed by the Board from time to time, Vendor shall provide a mutually agreed-upon third-party security audit of the finished system to be performed. These audits shall include all environments within the proposed system(s). These audits shall include both a business process analysis, architectural analysis and live multi-point penetration testing of the production environment. The third-party auditor(s) shall be an organization(s) with experience in evaluating application security in addition to system security. Any deficiencies will be corrected within an agreed-upon timeframe. The audit(s) will need to include a follow-up to validate corrective actions (if applicable).

These security audits shall focus on the following key areas:

- A. Application Security.
  - 1. Exploitable flaws due to improper coding techniques.
  - 2. Design of security roles and rights within the application.
- B. Analysis of the business processes.
  - 1. Audit business processes and handling of data.
  - 2. Account and rights provisioning business processes.
  - 3. Categorization of data that resides within the system.
- C. System Architecture audit.
  - 1. Patch Management.
  - 2. Overall architecture and integration.
  - 3. Web server security.
  - 4. Database server security.

The final audit report(s) shall provide specific detailed findings and detailed recommendations on remediation of each audit finding.

**X. BAS ADDITIONAL SERVICE REQUIREMENTS.**

Vendor shall provide usage reports detailing the purchase of Products and Services under Contract in electronic format quarterly or within fifteen (15) days for all reports that are not automatically required and within fifteen (15) days for all others that are requested by the Board. Vendor shall submit a summary of the Board's BAS use within thirty (30) days of Contract expiration or termination; included in this report shall be such fields as:

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

- A. Item Number
- B. Manufacturer Item Number
- C. Manufacturer Name
- D. Product Description
- E. Customer Number
- F. Department or School Name
- G. Location
- H. Quantity Purchased
- I. Estimated Retail Price (ERP)
  - 1. Labor Rate(s)
- J. Sell Price

Vendor shall provide an in-depth and clear implementation plan; the Board expects high quality resources to service its business. Where applicable, Vendor shall maintain and consolidate manufacturer reports to complete usage and other reports required by the Board.

Vendor Team Support - Vendor shall provide a consistent support team and a back-up representative so that the Board may communicate with Vendor as required. The support team and back-up representative shall be familiar with the requirements set forth in this Scope of Services, plus any subsequent agreements for service and operations. Vendor support team members shall be customer service-oriented, proactive, and hold the skills necessary to fulfill the Board's requirements. At a minimum, the support team should be accessible during the Board's regular business hours of 8:30 AM to 4:30 PM Central Time. The support team shall be accessible by email and telephone.

Enterprise/Volume License Agreements - Vendor shall be designated by the Board as the "reseller" agent for certain volume license agreements (e.g., Johnson Controls Enterprise Service Agreement, Automated Logics Enterprise Maintenance Agreement..., etc.). As such, Vendor shall provide the Board with a list of the major BAS Vendors for which it has manufacturer authorization to service the Board in this capacity. Furthermore, Vendor shall describe its capabilities and resources that will support the Board in this role. The primary interest of the Board in regards to this requirement is for Vendor to assist with the fast dissemination of new product offerings, and a rapid turn-around of accurate quotes, accurate part numbers, and (where applicable) media.

Pricing Options - Vendor shall proactively investigate and quote the best pricing available to the Board. If the quote is not acceptable to the Board, the Board shall have the right to negotiate with Vendor over the pricing if the Board finds that it can obtain the BAS products and services at a lower price and, if the parties cannot agree on the pricing, the Board shall have the right to purchase the BAS products and services from another vendor. In the event that Vendor determines that a BAS vendor offers alternative licensing programs or other scenarios that might benefit the Board (e.g.: cost or other offerings of value), then Vendor shall promptly notify the Board's requestor with general details of the alternative scenario(s). Regardless of any notified alternative scenarios, Vendor shall meet the response time for the initial request unless otherwise authorized by the Board requestor to cancel or delay the initial request.

Product Delivery Reference – All deliveries to the Board from Vendor shall be labeled with the accurate address, the respective Board purchase order number, and the point-of-contact name. The foregoing also applies to any direct shipment from a BAS Vendor or distributor and Vendor shall require and coordinate with the BAS Vendor or associated vendor or distributor to ensure that the product package is properly marked with the accurate address, the Board purchase order number, and the point-of-contact name. If the loss of any Product is attributed to the lack of proper address or purchase order number, the Product shall be replaced by Vendor at no additional cost to the Board.

Vendor Web Site – Vendor shall maintain an Internet web site and allow access by the Board staff for Product selection, Product availability, placing orders, checking order and delivery status, and for generating purchase history reports. Vendor's web site shall be easy to use, with a fast transition between screens/pages and a rapid return on search queries. Vendor shall ensure high availability/uptime of the

***THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***

web site and its functionality. Vendor shall provide a demonstration of its web site, scripted to meet the relevant requirements detailed in this Scope of Services.

Electronic Software Delivery – Vendor shall provide an electronic software delivery mechanism that will allow Board staff to download BAS software and licenses from Vendor, for quick access to purchased licenses and upgrades.

Prohibited Vendors – Vendor shall maintain a list of BAS vendors that District business units may not purchase and shall not sell those titles and licenses to district business entities without written approval by the Board. Vendor will reimburse the Board in every case where a prohibited title is sold to the Board.

**XI. LICENSE INVENTORY MANAGEMENT.**

Vendor shall assist the Board with automating and streamlining the process of BAS inventory and license management for the purpose of unifying and simplifying complex information technology (IT) management across the enterprise. At a minimum, the following functionality is required:

- A. Identifying existing BAS software products purchased;
- B. Matching installed BAS Products to existing software licenses;
- C. Reporting license status;
- D. Importing and consolidating license data and parameters from spreadsheets and other structured data sources;
- E. Developing a library of templates with predefined license models for the top BAS products;
- F. Mapping dependencies and define relationships as necessary to support complex licensing requirements;
- G. Producing reports and dashboard views of license status;
- H. Facilitating the development of a database of up-to-date software inventory and trusted license compliance information;
- I. Integrating license inventory data across the business;
- J. Assisting Board with maximizing licenses and use rights;

**XII. PERFORMANCE MANAGEMENT**

Vendor will be responsible for performance management for specific projects. There are four types of projects that qualify: types A-D as described below:

- A. Scope Key A - Local Server Migration to Enterprise Server
  - 1. Local Server migration to Enterprise Server (ENT)
  - 2. Complete graphics updates to ENT server CPS approved graphical standards for each specific TC Contractor assigned server
  - 3. Full Point-to-Point Deficiency List audit – If budget permits, and only per CPS BAS Team previous direction
- B. Scope Key B – Graphics & Controller Upgrade, Design-Build (Modern)
  - 1. Applicable to projects in which existing sequences will be retained unless they cannot be located, be accessed, be modified, or in summary, cannot be verified.
  - 2. Replacement of any number of BAS supervisory controllers
  - 3. Full Point-to-Point Deficiency List audit
  - 4. Local Server migration to Enterprise (ENT) server if required (local or non-approved CPS vendor)
  - 5. Complete graphics updates to ENT server CPS approved graphical standards for each specific TC Contractor assigned server
- C. Scope Key C – Graphics & Controller Upgrade, Design-Build (Obsolete)
  - 1. Affects project installations where existing sequences cannot be retained and need to be reprogrammed entirely
  - 2. Replacement of any number of BAS controllers, sensors, and devices

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

3. Complete reprogramming of existing sequences – CPS sequences will be provided by the CPS BAS team
  4. Full Point-to-Point Deficiency List audit
  5. Local Server migration to ENT if required (local or non-approved CPS vendor)
  6. Complete graphic update to ENT server CPS approved graphical standards for each specific TC Contractor assigned server
- D. Scope Key D - Full Plan and Specifications
1. Design / EOR team to put together full plans and specifications for the job to be executed against.

**XIII. BAS SOFTWARE SERVICES.**

- A. Maintenance. When applicable, Vendor shall provide the Board with maintenance and associated support Services that shall include future enhancements or upgrades to BAS software and hardware. Maintenance categories are listed below:
1. Mandatory software maintenance – Vendor shall provide the Board with maintenance and associated support options for software that meets one or more of the following conditions:
    - a. It is a required precondition by the software developer or Original Equipment Manufacturer (OEM);
    - b. It is software that is critical to the Board's operations;
    - c. It is subject to frequent version or functionality changes.
  2. Optional software maintenance – Vendor shall provide the Board with optional maintenance and support options for software that does obligate the Board to purchase it as a precondition; e.g., renewal of a software maintenance contract or a non-critical version upgrade.
- B. BAS Support Services. When applicable, Vendor shall provide installation, implementation, support, or error-correction Services. At a minimum, the following support options shall be available to the Board:
1. General Support Access – Vendor shall work with BAS OEM or reseller to provide the Board with telephone (toll-free in the continental U.S.) or e-mail access for basic technical and general software support questions.
  2. Problem Diagnosis and Support – Vendor shall work with BAS OEM or reseller to provide diagnoses for problems occurring with software supplied through Vendor.
  3. Software Fixes or Updates - Software fixes and updates shall be provided free of charge to the Board for standard commercial off-the-shelf software Products. When a problem is determined to result from a third-party software product (i.e., Autodesk, Adobe Cloud Suite, etc.), Vendor shall facilitate a problem resolution process and bring in the third-party supplier's technical resources as requested by the Board.
  4. Support Hours - Support Hours for the technical assistance shall be available Monday through Friday from 8:00 am to 5:00 pm, Central Standard Time (CST). For mission-critical software, technical support shall be available as specified in Key Performance Indicators (“KPIs”) between the Board and Vendor. (**See Section XIV - Key Performance Indicators (KPIs)**).
  5. Implementation Services - Vendor shall provide the Board with implementation Services directly through software OEM or a certified implementation provider to



*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

facilitate the implementation of software applications or upgrades to existing applications.

6. Staff Augmentation services - Vendor shall provide the Board with a pathway to procure dedicated resources through the BAS providers for repair, maintenance and small project work as needed by the Board.
7. Heating and Cooling Inspections and Startups - Vendor shall provide the Board with a pathway to procure resources through the BAS providers for heating and cooling inspections and startups and any and all services associated with those activities as per the Board's directions.

- C. BAS Implementation / Configuration Services. BAS Software implementation and configuration Services shall be required for some enterprise or critical software application transactions. Initiation of those Services will be based on an individual **Statement of Work (Exhibit D)** for the given job. Vendor shall be required to submit a proposal for each implementation or configuration request (each a "**Project**") based on requirements submitted by a Board's User Group. The Board's User Group shall be responsible for providing Vendor with a list of their specific requirements in writing via a person authorized by the Board's Information and Technology Services Department ("**Authorized Board Representative**").

A formal request procedure shall be developed. Below are the minimum Board requirements when developing the aforementioned process:

1. Business or technical requirements shall be written and issued by an Authorized Board Representative to Vendor. No other persons are authorized to initiate the Services and Vendor agrees not to accept any work unless it is evidenced by the Scope of Work issued by an Authorized Board Representative.

At the discretion of the Board, these requirements for any particular Project may also include, without limitation: technical and other specifications; designated warranty terms; required licenses; compliance with the Board's Multi-Project Labor Agreement; bond requirements; specific KPIs or other service level requirements to be applied for the Project and enforcement details; and mechanisms for change management for the Project. As requested by the Board, Vendor will also facilitate cooperation between subcontractors on any particular Project and the Board's Project Manager.

2. No Services are to be provided without a Statement of Work detailing the specifics of the Service, a quote that highlights pricing, and notification by an Authorized Board Representative to begin work.
3. The Board, through its Department of Information and Technology Services ("**ITS**") or Facilities Department, will have the discretion to accept or deny the award of a job or project to a Vendor based on the quality of the Scope of Work.

#### XIV. KEY PERFORMANCE INDICATORS (KPIs).

##### A. Project Management

1. Meeting the Scope of Work: Is the Vendor meeting the desired outcome?
2. On Time Delivery: Is the Vendor meeting deadlines?
3. Effective Communication: Does the Vendor communicate information about the project timely and effectively?

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

4. Training Development: Is the Vendor developing effective training for end users?
5. Staying on Budget: Is the Vendor staying within budget?
6. Timeliness:
  - a. Developing Scope
  - b. Rebate application submission
  - c. Submission of vendor proposals to CDW once scope is finalized
  - d. Engineering Submittals
  - e. Ordering of Parts
  - f. Receipt of Parts
  - g. Onsite Installation
  - h. Graphics Development and Standardization
  - i. Commissioning end validation of graphics
  - j. Training (onsite and remote)
  - k. Invoicing
    - (i). Once work is verified, invoices should be submitted within 30 days
  - l. Point to Point Deficiency Audit
  - m. Service Visit Reports
  - n. Providing update(s) on Parts Related to Service
  - o. Updating Project Plans
  - p. Project Close Out Documents, including warranty information
7. Quality of Work
  - a. Onsite Installation
  - b. Graphics Development and Standardization
  - c. Commissioning end validation of graphics
  - d. Training method(s) and material(s)
  - e. Point to Point Deficiency Audit
  - f. Service Visit Report

**B. Additional KPI Requirements (Please See Chart on next page)**

## ADDITIONAL KPIS

Theme	Measure (KPI)	Definition	Source	Target
Performance or Quality of Service	# ABC DR Issues Resolved	The number of troubleshootings completed and issues resolved solely by the ABC dedicated resource without need to incur additional costs. Calculation is # troubleshootings resolved without additional labor expense / total # troubleshootings completed	CPS - BAS team	85%
	# ALC DR Issues Resolved	The number of troubleshootings completed and issues resolved solely by the ALC dedicated resource without need to incur additional costs. Calculation is # troubleshootings resolved without additional labor expense / total # troubleshootings completed	CPS - BAS team	85%
	# Carrier DR Issues Resolved	The number of troubleshootings completed and issues resolved solely by the Carrier dedicated resource without need to incur additional costs. Calculation is # troubleshootings resolved without additional labor expense / total # troubleshootings completed	CPS - BAS team	85%
	# JCI DR Issues Resolved	The number of troubleshootings completed and issues resolved solely by the JCI dedicated resource without need to incur additional costs. Calculation is # troubleshootings resolved without additional labor expense / total # troubleshootings completed	CPS - BAS team	85%
	# Precision DR Issues Resolved	The number of troubleshootings completed and issues resolved solely by the Precision dedicated resource without need to incur additional costs. Calculation is # troubleshootings resolved without additional labor expense / total # troubleshootings completed	CPS - BAS team	85%
	# Siemens DR Issues Resolved	The number of troubleshootings completed and issues resolved solely by the Siemens dedicated resource without need to incur additional costs. Calculation is # troubleshootings resolved without additional labor expense / total # troubleshootings completed	CPS - BAS team	85%
	# Syserco DR Issues Resolved	The number of troubleshootings completed and issues resolved solely by the Syserco dedicated resource without need to incur additional costs. Calculation is # troubleshootings resolved without additional labor expense / total # troubleshootings completed	CPS - BAS team	85%
	# Siemens DR Issues Resolved	The number of troubleshootings completed and issues resolved solely by the Siemens dedicated resource without need to incur additional costs. Calculation is # troubleshootings resolved without additional labor expense / total # troubleshootings completed	CPS - BAS team	85%
	# Trane DR Issues Resolved	The number of troubleshootings completed and issues resolved solely by the Trane dedicated resource without need to incur additional costs. Calculation is # troubleshootings resolved without additional labor expense / total # troubleshootings completed	CPS - BAS team	85%
Response Time	Emergency Requests	Requests for troubleshooting are being addressed in a timely manner	CPS - BAS team	<3 days
	Non-Emergency Requests	Requests for troubleshooting are being addressed in a timely manner	CPS - BAS team	<10 days
	# Service Calls	Total number of service of service calls made	Vendor	Tracking Only
Metrics	Average Project Completion Time	Average time to complete projects	Vendor	Tracking Only
	# Warranty Claims	# repairs made under warranty	Vendor	Tracking Only
	Invoicing	Invoices are timely, accurate, complete and submitted according to Exhibit B	CPS	100%
Financial	Rejected Invoices	# of invoices rejected due to inaccuracy	CPS	0
	# Change Orders	# of change orders requested to have projects fully completed	CPS - BAS team	Tracking Only
	# Projects Completed Underbudget	# of projects that were completed underbudget	CPS - BAS team	Tracking Only

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**C. Measuring the Performance of BAS vendors:** Performance measurements shall be as reflected in an applicable SOW, as negotiated between the Parties.

**D. Remedies** - The parameters and enforcement mechanisms of the KPIs, negotiated between the Parties and approved by CPS, shall be incorporated into individual SOWs.

**Exhibit B**

**Pricing for Building Automation System (BAS) Installation, Maintenance, Repair, and Resources  
Documents Tracker**

CDW-Government LLC

**COST SUMMARY:**

<b>Ongoing Annual Cost – Years 1-3</b>		
	<b>Description</b>	<b>Cost</b>
<b>1</b>	Annual Labor Cost	\$6,687,819.84
<b>2</b>	Annual Software Cost	\$1,043,695.73
	<b>Total</b>	<b>\$7,731,515.57</b>
<b>AD HOC</b>		
<b>1</b>	One Time Hardware Cost	Variable
<b>2</b>	Ad Hoc Labor Cost	Variable
	<b>Total</b>	<b>Variable</b>

**COST BREAKDOWN:****HARDWARE**

	<b>Description</b>	<b>Part No.</b>	<b>UOM</b>	<b>List Price</b>	<b>Discount</b>	<b>Price</b>
<b>1</b>	KMC Commander Hardware (Various Parts)	Variable	1	\$3,300	61.40%	Variable
<b>2</b>	Halo Sensors	Halo-3C	1	\$1,950	51.90%	\$937.95
<b>3</b>	Lorawan Sensors	AQP2-C	1	\$1,010.90	50.00%	\$505.45
<b>4</b>	Lorawan Gateways	HX1-C	1	\$922.90	50.00%	\$461.45

Rebate Percentage 1%

**AD HOC LABOR COST**

<b>ABC LABOR</b>				
	<b>Resource Title</b>	<b>Take Home Rate (\$)</b>	<b>Mark-Up (%)</b>	<b>Invoice Hourly Rate</b>
<b>1</b>	Project Management	\$195.00	6.0%	\$206.70
<b>2</b>	Engineering Support	\$150.00	6.0%	\$159.00
<b>3</b>	Software Engineer	\$182.00	6.0%	\$192.92
<b>4</b>	Internal Tech Support	\$182.00	6.0%	\$192.92
<b>5</b>	Hardware Engineers	\$182.00	6.0%	\$192.92
<b>6</b>	Field Engineering	\$182.00	6.0%	\$192.92
<b>7</b>	Project Engineering	\$182.00	6.0%	\$192.92
<b>8</b>	Control Technician	\$140.00	6.0%	\$148.40
<b>ALC LABOR</b>				
<b>1</b>	Project Management	\$230.00	6.0%	\$243.80

**Exhibit****Pricing for Building Automation System (BAS) Installation, Maintenance, Repair, and Resources Documents Tracker****CDW-Government LLC**

2	Engineering Support	\$189.00	6.0%	\$200.34
3	Programming and Graphics	\$189.00	6.0%	\$200.34
4	Panel Building / Shop	\$184.00	6.0%	\$195.04
5	System Specialist / CX	\$184.00	6.0%	\$195.04
6	Training	\$184.00	6.0%	\$195.04
<b>CARRIER LABOR</b>				
1	Project Management	\$230.00	6.0%	\$243.80
2	Engineering Support	\$189.00	6.0%	\$200.34
<b>JCI LABOR</b>				
1	Project Management	\$253.80	6.0%	\$269.03
2	Engineering Support	\$151.20	6.0%	\$160.27
3	Mechanical Heavy*	\$253.80	6.0%	\$269.03
4	Mechanical Light*	\$151.20	6.0%	\$160.27
5	Chiller Heavy*	\$208.80	6.0%	\$221.33
6	Chiller Light*	\$182.70	6.0%	\$193.66
7	Controls - Service tech	\$241.20	6.0%	\$255.67
8	Systems Tech	\$180.00	6.0%	\$190.80
<b>PRECISION LABOR</b>				
1	Project Management	\$177.16	6.0%	\$187.79
2	Engineering	\$177.16	6.0%	\$187.79
3	Programming / Tech	\$177.16	6.0%	\$187.79
<b>SIEMANS LABOR</b>				
1	Project Management	\$238.00	6.0%	\$252.28
2	Engineering Support	\$231.00	6.0%	\$244.86
<b>SYSERCO LABOR</b>				
1	Project Management	\$254.41	6.0%	\$269.67
2	Engineering Support	\$254.41	6.0%	\$269.67
<b>STANTON LABOR</b>				
1	Project Management	\$170.00	6.0%	\$180.20
2	Engineering Support	\$170.00	6.0%	\$180.20
<b>TRANE LABOR</b>				
1	Project Management	\$221.00	6.0%	\$234.26
2	Engineering Support	\$183.00	6.0%	\$193.98
<b>NON-VENDOR SPECIFIC LABOR</b>				

**Exhibit****Pricing for Building Automation System (BAS) Installation, Maintenance, Repair, and Resources Documents Tracker****CDW-Government LLC**

1	Professional Engineer DM	\$175.00	6.0%	\$185.50
2	Project Management	\$175.00	6.0%	\$185.50
3	Server Maintenance	\$175.00	6.0%	\$185.50
4	Site-Based Maintenance	\$175.00	6.0%	\$185.50
<b>COMMISSIONING LABOR</b>				
1	DBHMS for CX services	\$203.94	6.0%	\$216.18
2	Elara for CX services	\$174.07	6.0%	\$184.51
<b>UNION LABOR</b>				
1	Mechanical*	PREVAILING WAGE (PW)	6.0%	Dependent on PW
2	Low Voltage Electrician*	PREVAILING WAGE (PW)	6.0%	Dependent on PW
3	High Voltage Electrician*	PREVAILING WAGE (PW)	6.0%	Dependent on PW

Rebate Percentage 1%

**ANNUAL LABOR COST****BAS PART-TIME DEDICATED RESOURCES**

	Resource Title	QTY	Responsibilities	Hours	Take Home Rate (\$)	Mark Up (%)	Invoice Rate
1	ABC Dedicated Resource	1	Troubleshoot ABC Systems	2080	\$246.63	6.0%	\$261.43
2	ABC Dedicated Resource	1	Troubleshoot ABC Systems	1040	\$246.63	6.0%	\$261.43
3	ALC Dedicated Resource	1	Troubleshoot ALC Systems	2080	\$199.00	6.0%	\$210.94
4	ALC Dedicated Resource	1	Troubleshoot ALC Systems	1040	\$199.00	6.0%	\$210.94
5	ALC Dedicated Resource	1	Troubleshoot Carrier Systems	2080	\$238.00	6.0%	\$252.28
6	ALC Dedicated Resource	1	Troubleshoot Carrier Systems	1040	\$238.00	6.0%	\$252.28
7	JCI Dedicated Resource	1	Troubleshoot JCI Systems	2080	\$270.00	6.0%	\$286.20
8	JCI Dedicated Resource	1	Troubleshoot JCI Systems	1040	\$270.00	6.0%	\$286.20
9	Precision Dedicated Resource	1	Troubleshoot Precision Systems	2080	\$177.16	6.0%	\$187.79
10	Precision Dedicated Resource	1	Troubleshoot Precision Systems	1040	\$177.16	6.0%	\$187.79
11	Siemens Dedicated Resource	1	Troubleshoot Siemens Systems	2080	\$196.00	6.0%	\$207.76
12	Siemens Dedicated Resource	1	Troubleshoot Siemens Systems	1040	\$196.00	6.0%	\$207.76
13	Sycerco Dedicated Resource	1	Troubleshoot Syserco Systems	2080	\$254.41	6.0%	\$269.67
14	Sycerco Dedicated Resource	1	Troubleshoot Syserco Systems	1040	\$254.41	6.0%	\$269.67
15	Stanton Dedicated Resource	1	Troubleshoot Stanton Systems	2080	\$170.00	6.0%	\$180.20
16	Stanton Dedicated Resource	1	Troubleshoot Stanton Systems	1040	\$170.00	6.0%	\$180.20

**Exhibit****Pricing for Building Automation System (BAS) Installation, Maintenance, Repair, and Resources Documents Tracker**

CDW-Government LLC

17	Trane Dedicated Resource	1	Troubleshoot Trane Systems	2080	\$271.00	6.0%	\$287.26
18	Trane Dedicated Resource	1	Troubleshoot Trane Systems	1040	\$271.00	6.0%	\$287.26

Rebate Percentage 1%

**SOFTWARE**

	Description	Part No.	QTY	List Price	Discount	Price
1	ResoluteBI Software	RESOLUTEBI-SW	400,000	\$5.00	57.90%	\$2.11
2	KMC Commander Cloud	CMDR-LIC-010000	1	\$40,000.00	61.40%	\$15,440.00
3	Hawken AQ	HAQ-UNL-C	1	\$30,745.00	50.00%	\$15,372.50
4	JCI Metasys	JCI-CPS-CUSTOM	1	\$344,357.41	68.10%	\$109,850.01
5	ALC Webcontrol	WC-P	1	\$35,080.00	29.60%	\$24,696.32
6	Distich Tridium	SDITR-SUP-UNL-SMA-1YR	1	\$3,665.00	29.20%	\$2,594.82
7	Schneider Tridium	TRD-SMA-8100-1YR	1	\$1,424.00	46.80%	\$757.57
8	KMC Tridium	Stanton KMN-J-100	1	\$12,550.00	41.50%	\$7,341.75
9	Vykon Tridium	S-N4-100	1	\$9,245.00	60.60%	\$3,642.53
10	Alerton Compass	Syserco Alerton Compass -1- MD	1	\$21,050.00	56.20%	\$9,219.90
11	Simens Desigo Optic	FIN-0005K-S	1	\$14,205.21	48.90%	\$7,258.86

Rebate Percentage 1%



*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**EXHIBIT C**

**BAS CATALOG**

<b><u>CURRENT CATALOG OF SERVERS</u></b>	<b><u>VENDORS THAT SUPPORT THE SERVERS</u></b>
JCI Metasys	Johnson Controls
ALC Webcontrol	Automated Logic
Distich Tridium	Automatic Building Controls
Schneider Tridium	Precision
KMC Tridium	Stanton Mechanical
Vykon Tridium	ResoluteBI
Alerton Compass	Syserco
Simens Desigo Optic	Siemens
Lynkspring Tridium	Trane
KMC Commander Cloud	KMC / Stanton
HawkenAQ	HawkenIO

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**EXHIBIT D**  
**SUPPLEMENTAL STATEMENT OF WORK FORM**

**SUPPLEMENTAL STATEMENT OF WORK NUMBER 1**  
**( )**

This Supplemental Statement of Work No. 1 ("**Supplemental SOW No. 1**") is entered into pursuant to the terms of that certain "Contract For Building Automation System ("**BAS**") Installation, Maintenance, Repair, and Resources between the Board of Education of the City of Chicago, a body politic and corporate ("**Board**") (commonly referred to as the "**Chicago Public Schools**" or "**CPS**" or the "**District**") and \_\_\_\_\_ with an effective date as of \_\_\_\_\_, as may be amended and/or renewed from time to time ("**Contract**"). The Board and \_\_\_\_\_ may be referred to herein individually as a "**Party**" and collectively as the "**Parties**." Capitalized terms used herein shall have the same meaning as set forth in the Contract, unless specifically noted otherwise in this document. No attempt to alter the terms and conditions of the Contract, including without limitation any legal terms, through this Supplemental SOW No. 1, will be effective and will be null and void. In the event of any inconsistency between this Supplemental SOW No. 1 and the Contract., the terms of the Contract shall supersede and control. Details and specifications of this Supplemental SOW No. 1 are described in "**Exhibit A - Supplemental Statement of Work No. 1**" attached hereto and incorporated herein.

In particular and without limitation, this Supplemental SOW No. 1 is entered into and subject to the terms of Section \_\_\_\_ of the Contract (Change Management - Statements of Work). This Supplemental SOW No. 1 is in addition to the Scope of Products and Services attached to the Contract and not in place of it. Together, the Scope of Products and Services in the Contract and this Supplemental SOW No. 1 set forth the expectations and terms for the Products and Services to be provided under the Contract throughout the Term of the Contract. The Parties acknowledge that this is not a "material revision" of the Contract, as defined in Section \_\_\_\_ of the Contract.

**Project Description and Goals:**

Effective Date: As of \_\_\_\_\_

CPS Project Manager: \_\_\_\_\_

Title: \_\_\_\_\_

Tel No: \_\_\_\_\_

Email: \_\_\_\_\_

CPS Department/Division: Department of Information and Technology Services ("IT")

Project Manager: \_\_\_\_\_

Title: \_\_\_\_\_

Tel No: \_\_\_\_\_

Email: \_\_\_\_\_

Department/Division: \_\_\_\_\_

**BOARD OF EDUCATION OF THE  
CITY OF CHICAGO**

By: \_\_\_\_\_  
Chief Information Officer

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
[state title, as Authorized Representative of \_\_\_\_\_]

Date: \_\_\_\_\_

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**UPON EXECUTION OF THIS FORM BY BOTH PARTIES, A COPY MUST BE DELIVERED TO THE BOARD'S LAW DEPARTMENT (ATTN: TRANSACTIONS GROUP.)**

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE*

**EXHIBIT D - SUPPLEMENTAL STATEMENT OF WORK NO. 1**

**Background:** Provide the reasons why we need to do the Supplemental Scope of Work.

**Scope of Work:** Detail what Work will be included and excluded.

**Timeline and Milestones:** Provide a timeline of high-level milestones and tasks.

**Outcomes:** What is the Scope expected to provide after completion?

**Deliverables:** Provide a listing of artifacts provided by this scope.

**Assumptions:** Provide technical and general assumptions as required.

**Pricing:** Detailed pricing and billing terms.

**Warranty:** Provide Warranty Information.

**Specifications:**

**Other:**

## EXHIBIT E: CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager.

### **1. Return Restrictions.**

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager at the time of order or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

### **2. Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

### **3. Merchandise Damaged in Transit.**

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within thirty (30) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

19-0828-PO3

**EXHIBIT F**

**August 28, 2019**

**AMEND BOARD REPORT 18-0822-PO2**  
**AND ADOPT A NEW STAFF ACCEPTABLE USE POLICY**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board ~~rescind~~ amend Board Report ~~09-0722-PO3~~ 18-0822-PO2 ~~adopt a new~~ Staff Acceptable Use Policy.

The purpose of these proposed amendments is to incorporate feedback from principals and administrators, Career and Community connections, the Student Outreach and Re-Engagement Centers (SOAR), Juvenile Justice (JJ) teams, the Office of Safety and Security, Student Protections/Title IX and the Law Department. The proposed amendments will:

- 1) permit the use of telephone communication between Staff and Students when necessitated by an educational or extra-curricular activity including field trips, for purposes of ensuring student safety, and
- 2) clarify that message retention rules will apply to approved usage for field trips.

**PURPOSE:** Chicago Public Schools (CPS) provides access to technology devices, internet, data and network systems to employees and other authorized users for educational and business purposes. This Staff Acceptable Use Policy (AUP) establishes the standards for acceptable electronic activity of employees and other authorized Users using and accessing the district or school technology, internet, data and network systems regardless of the User's physical location and also the electronic communication between students and CPS staff.

**GUIDING PRINCIPLES:**

1. CPS has a legal obligation to protect the personal data of our students, families, and staff.
2. CPS provides a baseline set of policies and standards to allow schools and district offices to implement technology in ways that meet the needs of their staff.
3. CPS recognizes that social media technology and online tools can provide a means to enhance education, communication, community engagement and staff and student learning.
4. CPS is obligated to ensure that staff use technology appropriately and in support for educational and business purposes.

**POLICY TEXT:**

**I. Applicability.** This policy applies to all Board employees serving in any capacity, interns, vendors, consultants, contractors and authorized agents and volunteers who use Board computer resources and/or access the CPS network ("Users"). Personal electronic devices (e.g. personal laptops) are subject to this policy when such devices are connected to the CPS Network or Computer Resources.

**II. Delegated Authority.** The policy is subject to periodic review by the Chief Information Officer (CIO) to consider amendments based on technological advances, educational priorities or changes to the organizational vision.

**III. Definitions.**

Broadcast Email refers to any email which contains the same content and is transmitted en masse to school(s), department(s), parents or students from a district-authorized bulk communication tool (e.g. BlackBoard Connect).

19-0828-PO3

Children's Internet Protection Act (CIPA) refers to the federal law that requires schools that receive federal funding through the E-Rate program to use internet access filtering to protect students from content deemed harmful or inappropriate. For more information, visit <https://www.fcc.gov/consumers/guides/childrens-internet-protection-act>.

Collaboration Tools refers to systems which support synchronous and asynchronous communication through a variety of devices, tools and channels. Examples of collaboration systems include, but are not limited to: calendaring, message/conference boards (e.g. CPS Google Classroom), blogs, group messaging apps (e.g. CPS Google Hangouts), video conferencing, websites and podcasting.

Computer Resources refers to all computers, electronic devices and information technology, whether stationary or portable, used to conduct the day to day business of CPS and the Board, including, but not limited to, all related peripherals, components, disk space, storage devices, servers, telecommunication devices and output devices such as printers, scanners, facsimile machines and copiers whether owned or leased by the Board.

CPS Network or Network refers to the infrastructure used to communicate and to transmit, store and review data over an electronic medium and includes, but is not limited to, CPS email system(s), bulk communication tools, collaboration tools, databases, internet service, intranet and systems for student information, financials, and personnel data and any school-based system authorized for use hereunder.

Department/School Management refers to the supervisor, manager, director, officer, principal, Network Chief or other employee of the Board designated by his/her department or office or school to implement policy compliance requirements.

Family Educational Rights and Privacy Act (FERPA) refers to the federal law that protects the privacy, accuracy, and release of student information and records. For more information, visit <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

HIPAA refers to the Health Insurance Portability and Accountability Act of 1996, the federal law that provides data privacy and security provisions for safeguarding medical information. For more information, visit <https://www.hhs.gov/hipaa/index.html>.

ISSRA refers to Illinois School Student Records Act (105 ILCS 10/1 et seq.), the state law that protects the privacy, accuracy, and release of student information and records. For more information, visit <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1006&ChapterID=17>

Portable Device refers to movable devices including, but not limited to, laptops, desktop computers and like-devices, tablets, wireless communication devices (e.g. Smartphones).

Remote Access refers to the CPS virtual private network which allows for secure entry from a location outside the CPS Network to portions of the CPS Network or Computer Resources that are subject to two factor authorized access credential requirements.

Personally Identifiable Information (PII) refers to sensitive data and information that must be protected against unwarranted disclosure such as student information, private employee information and protected health information that can adversely affect the privacy or welfare of an individual.

Social Media refers to online platforms, networks or websites through which users post or share information, ideas, messages and other content (such as photos or videos) and includes, but is not limited to, media sharing sites and social networking sites such as Twitter, Facebook, Instagram, Snapchat, YouTube and LinkedIn.

"CPS Social Media" refers to authorized CPS-related social media that is either school-based (e.g. principal establishes a social media page for the school, or a teacher establishes a social media page for his/her class) or district-based, network-based or department-based (e.g. a department establishes a social media page to communicate with the larger CPS community).



## 19-0828-PO3

"Personal Social Media" refers to non-CPS-related Social Media page(s) established by a User for his/her personal or private endeavors.

"Non-CPS Social Media" refers to Social Media established by or for a third party or non-CPS group or organization (e.g. Social Media page(s) established by or for a public or private organization, for-profit or not-for-profit company, etc.)

Unauthorized Software refers to any software product or tool that is listed as 'prohibited for use' on the CPS Network. The complete list of prohibited technology platforms is located on the district's AUP Guidance website: <https://www.cps.edu/AcceptableUsePolicy/Pages/aup.aspx>.

#### **IV. Duties.**

A. Department of Information & Technology Services (ITS) Duties: ITS is responsible for designing, establishing and maintaining the CPS Network and Computing Resources, assisting Users in all CPS departments, offices and schools in implementing and maintaining electronic information management and security practices at their respective locations. ITS shall establish and issue procedures, standards, training requirements and guidelines as necessary to implement the requirements of this policy or to specify the terms of use for a particular CPS Network system or Computer Resource (collectively referred to as "ITS Guidelines").

B. Department/School Management Duties: Department/School Managers are responsible for designating Users authorized to access and use the CPS Network and Computer Resources and providing for their individualized access to specific CPS Network systems based on job duties. Department/School Management shall enroll and terminate User access to the CPS Network and Computer Resources in accordance with ITS Guidelines. Department/School Management will approve access to the CPS Network and Computer Resources by Users who are not Board employees, such as consultants or contractors, only when access is required to perform critical functions and services, and only upon the consultant's/contractor's successful completion of criminal background screening and execution of a confidentiality agreement regarding such access and use.

C. User Duties:

1. *Communications with Students.* Users who communicate with students electronically (a) must do so using ITS-authorized CPS Network systems (e.g. CPS email, CPS Google Classroom, BlackBoard Connect, etc.), except for any express exception noted in this policy or the ITS guidelines (e.g. see section VIII. and IX.); (b) shall communicate regarding classroom, school and school-related activities only; and (c) shall exercise best professional judgment, integrity and concern for student well-being. Communications with students for fraternization purposes are strictly prohibited, except communications between family members.
2. *Duty to Protect.* Users have a duty to protect the security, integrity and confidentiality of the CPS Network and Computer Resources including the obligation to protect and report any unauthorized access, use, abuse, misuse, injury, degradation, theft or destruction.
3. *Compliance.* Users shall complete all mandated AUP-related training and know their responsibilities outlined in this policy. Users shall comply with this policy and all ITS Guidelines when using the CPS Network or Computer Resources.

#### **V. Ownership and Privacy.**

A. Board Property. All documents, data and information stored, transmitted and processed on CPS Network or Computer Resources are the property of, and subject to, the Board's policies, rules as well as ITS Guidelines and standards on usage. Users shall ensure that all access and use of such documents, data and information complies with applicable laws and Board rules and policies including those related to the Confidentiality of Student Records and Email Retention. When a User is no longer employed or under contract with the Board, all information stored by that User on CPS Network and Computer Resources remains the property of the Board.

**19-0828-PO3**

B. Privacy. Users have no expectation of privacy in their use of the CPS Network and Computer Resources. By authorizing use of technology resources, CPS does not relinquish control over materials on the systems or contained in files on the systems. There is no expectation of privacy related to information stored or transmitted over the CPS Network, Computer Resources or school systems. CPS reserves the right to access, review, copy, store, or delete any files stored on Computer Resources and all User communication using the CPS Network. Electronic messages and files stored on CPS computers or portable devices or transmitted using CPS systems are treated like any other school property. District administrators may review files and messages to maintain system integrity and, if necessary, to ensure that Users are acting responsibly and in compliance with this policy and related guidelines. CPS may choose to deploy location tracking software on devices for the sole purpose of locating Computer Resources identified as lost or stolen.

C. Data & Systems. A User's access to view, edit, or share student information, records or data located on the CPS Network or Computer Resources must abide by local, state, and federal regulations, including FERPA and ISSRA. Student information, records and data may only be shared with individuals deemed eligible to have access as set out in FERPA, ISSRA and Board Policy and guidelines regarding the confidentiality of student records.

D. Personally Identifiable Information (PII). When sensitive information, including student records, private employee information or protected health information is transmitted or shared electronically, Users are expected to exercise reasonable efforts to protect the privacy of the information and only use CPS-approved secure channels to transmit data. Use of portable storage media such as a USB/flash/thumb drive to share PII is strictly prohibited. Further, Users must ensure that PII record transmissions reach only to those individuals with a right to said records and must take reasonable measures to ensure that only the intended recipients are able to access the PII.

E. Monitoring. ITS has the right to access, search, read, inspect, copy, monitor, log or otherwise use data and information stored, transmitted and processed on the CPS Network and Computer Resources in order to execute the requirements of this policy. The CPS Network including, but not limited to, internet and email usage may be monitored and audited by the Department/School Management, ITS and other authorized CPS oversight departments for inappropriate activity or for oversight and audit purposes. ITS reserves the right to: (1) access and make changes to any system connected to the CPS Network and Computer Resources to address security concerns, (2) deny User access to any system to address security concerns, and (3) determine what constitutes appropriate use of these resources and to report illegal activities. ITS may intercept and/or quarantine email messages other messaging services for business, legal or security purposes.

F. Manager Access. Department/School Management may access documents, data and information generated, stored, transmitted or processed by a User on the CPS Network and Computer Resources in accordance with ITS Guidelines. A User's manager may also access a User's CPS Network account for business purposes, including oversight purposes, regardless of whether the User is present or absent. In all cases, the Department/School Management shall contact the ITS Service Desk at 773-553-3925 to obtain access. Managers shall not ask Users to share their password for such purposes.

## **VI. General Provisions.**

A. Business Use. All Users must use the CPS Network and Computer Resources in a professional, ethical and lawful manner in compliance with all Board Rules and policies. Use of the CPS Network and Computer Resources is a privilege that is provided to help Users perform their job responsibilities.

B. Personal Use. Use of the CPS Network and Computer Resources is intended for Board business, with limited personal use permitted. Such personal use must in all circumstances comply with this policy, must not result in costs to the Board, cause legal action against the Board or cause any adverse consequence to the Board. Such use must also be appropriate as to duration and not interfere with the User's duties and the Board's business demands. Excessive use or abuse of these privileges can be deemed in violation of this policy and subject the User to discipline.

## 19-0828-PO3

C. Unacceptable Use. Unacceptable use of the CPS Network and Computer Resources is prohibited. Users shall not use the CPS Network or Computer Resources including access to the internet, intranet, collaboration tools, bulk communication tools, social media or email to use, upload, post, mail, display, store, or otherwise transmit in any manner any content, communication or information that, among other unacceptable uses:

1. is hateful, harassing, threatening, libelous or defamatory;
2. is offensive or discriminatory to persons based on race, ethnicity, national origin, gender, gender identity, sexual orientation, age, physical or mental illness or disability, marital status, economic status, immigration status, religion, personal appearance or other visible characteristics;
3. constitutes or furthers any criminal offense, or gives rise to civil liability, under any applicable law, including, without limitation, U.S. export control laws or U.S. patent, trademark or copyright laws;
4. constitutes use for, or in support of, any obscene or pornographic purpose including, but not limited to, the transmitting, retrieving or viewing of any profane, obscene, or sexually explicit material;
5. constitutes use for soliciting or distributing information with the intent to incite violence, cause personal harm or bodily injury, or to harass, threaten or stalk another individual;
6. contains a virus, trojan horse, ransomware or other harmful component or malicious code;
7. constitutes junk mail, phishing, spam, or unauthorized broadcast email;
8. violates the security of any other computer or network or constitutes unauthorized access or attempts to circumvent any security measures;
9. obtains access to another User's CPS Network account, files or data, or modifies their files, data or passwords;
10. impersonates any person living or dead, organization, business, or other entity;
11. degrades the performance of, causes a security risk or otherwise threatens the integrity or efficient operation of, the CPS Network or Computer Resources;
12. deprives an authorized User of access to CPS Network or Computer Resources;
13. obtains Computer Resources or CPS Network access beyond those authorized;
14. engages in unauthorized or unlawful entry into a CPS Network system;
15. discloses Board trade secrets, or confidential or proprietary information, including student record information, without authorization or without proper security measures;
16. discloses personally identifiable student information, videos and photographs without authorization or without proper security measures;
17. shares confidential information about students or CPS personnel in a manner that violates state law, federal law, Board rule, policy or guideline;
18. shares CPS email addresses or distribution lists for uses that violate this policy or any other Board policy;
19. enables or constitutes wagering or gambling of any kind;
20. accesses, distributes, downloads or uses games except when an assigned educational or training activity;
21. promotes or participates in any way in unauthorized raffles or fundraisers;
22. promotes or participates in any way in partisan political activities;
23. promotes or participates in any way in internal political or election activities related to a union or other organization representing employees;
24. engages in private business, commercial or other activities for personal financial gain;
25. distributes unauthorized information regarding other User's passwords or security systems;
26. transmits PII without appropriate security safeguards;
27. falsifies, tampers with or makes unauthorized changes, additions or deletions to data located on the CPS Network or school systems;
28. accesses or uses data located on a CPS Network for personal uses;
29. promotes or participates in any activity or relationship with a student that is not related to academics or school-sponsored extracurricular activities, unless authorized in advance in writing by the principal and the student's parent/guardian;
30. installs, downloads or uses unauthorized or unlicensed software or third party system;
31. violates the terms of use specified for a particular Computer Resource or CPS Network system;
32. constitutes use that disrupts the proper and orderly operation of a school or office;

## 19-0828-PO3

33. engages in hacking (intentionally gaining access by illegal means or without authorization) into the CPS Network to access unauthorized information, or to otherwise circumvent information security systems;
34. engages in inappropriate sexual conduct, including unwelcomed sexual contact, indecent exposure, transmitting sexually suggestive images, or other sexual activities;
35. downloads unauthorized games, programs, files, electronic media, and/or stand-alone applications from the internet that may cause a threat to the CPS Network;
36. violates federal or state law or any Board rules, policies, standards or guidelines regarding the protection of employee or student privacy or the confidentiality of employee or student records; or
37. violates any prohibition noted in this policy or any other Board policy.

D. Intellectual Property Requirements. No User may transmit to, or disseminate from, the CPS Network any material that is protected by copyright, patent, trademark, service mark or trade secret unless such use or disclosure is properly authorized and bears the appropriate notations. No User may download, upload or share materials in violation of U.S. patent, trademark or copyright law.

E. Software Licenses. All software used by Users must have a valid license. Users shall use only authorized software in compliance with the licenses provided to or by the Board. Users may install authorized software that is deemed necessary for business use by Department/School Management. Such software must not compromise the security or integrity of the CPS Network or Computer Resources and must not interfere with the proper functioning of required CPS software. ITS may remove User installed software at any time in order to preserve or protect the CPS Network or Computer Resources or for any other reason deemed necessary by ITS.

F. Network Usage. CPS Network access and bandwidth is provided to schools for academic and operational services. CPS reserves the right to prioritize network bandwidth and limit certain Network activities that are negatively impacting academic and operational services. Use of proxy servers or virtual private networks to bypass Network security systems (firewalls, etc.) is strictly prohibited.

G. Network Security. The CPS Wide Area Network (WAN) infrastructure, as well as the building-based Local Area Networks (LANs) are implemented with performance planning and appropriate security measures in mind. Modifications to an individual building network infrastructure and/or use will affect LAN performance and will reduce the efficiency of the WAN. For this reason, any additional Network electronics including, but not limited to, switches, routers, and wireless access points must be approved, purchased, installed, and configured solely by ITS to ensure the safety and efficiency of the network. Users are prohibited from altering or bypassing security measures on electronic devices, Network equipment, and other software/online security measures without the written consent of the CIO. Anyone utilizing the CPS Network understands and acknowledges that CPS security systems may intercept and decrypt traffic in order to analyze traffic for security risks or content filtering purposes. Devices connected to the CPS Network may be disconnected if any security risk is identified that places the rest of the Users, Network systems, Computer Resources or data at risk. Situations would include but not limited to devices infected with malware, unauthorized network scanning systems and applications that bypass Network security.

H. Filtering and Blocking. CPS is required to protect students from online threats, block access to inappropriate content, and monitor internet use by minors on school networks in accordance with CIPA. ITS is responsible for managing the district's Internet filter and will work with School Management to ensure the filter meets the academic and operational needs of each school while protecting minors from inappropriate content. Additionally, under an ITS-managed program to allow schools limited controls over the web content filtering policies for their relevant schools, a school principal or their designee may be provided secure access to the web content filtering systems. School staff with access to manage the policies affecting the Internet must ensure the district does not violate CIPA or other compliance requirements. The principal will ensure the school remains in compliance with all requirements to participate in the program as set by ITS, otherwise access to the additional controls will be revoked and the school web content filtering policies will be reset to the current district-wide policy settings.

## 19-0828-PO3

I. Remote Access. Remote access to the CPS Network is allowed only through ITS-authorized remote access solutions and will always require two factor authentication.

J. Third Party Systems. CPS provides Users with the means to communicate through a variety of district-owned or leased systems located on the CPS Network in order to effectively conduct district operations. Users may not circumvent the requirements of this policy or other Board policies by using a third party system to communicate when a similar system is otherwise available on the CPS Network. To the extent that a particular system is not available on the CPS Network, User's use of a third party system is subject to approval by the Chief Information Officer (CIO) or designee. If approved, such use is subject to the requirements of this policy and other applicable Board policies as well as any other requirements specified by the CIO. In such cases, the User is solely responsible for ensuring compliance with all such policies and requirements. Nothing herein is intended to limit prior Board mandates for Users to use only the Board's email system, student information system, remote access solution and any other mandates that may be established in the future by the CIO or the Board.

K. New Technologies. The requirements of this policy apply to all technologies currently in use on the CPS Network, those technologies authorized by ITS for use by a school, office or departments, and those technologies that may be used in the future on the CPS Network. ITS shall establish guidelines on the use of any new technology approved for use on the CPS Network or for use by a school, office or department.

L. Passwords. Users are required to adhere to password requirements set forth by CPS when logging onto the CPS Network or Computer Resources directly or via remote access. Users are not authorized to share their password under any circumstance.

M. Unauthorized Access and Data Tampering. Users are prohibited from (1) using their authorized access to a CPS Network system to falsify, misreport, misrepresent, make unauthorized changes or deletions or otherwise tamper with CPS data; and (2) entering, changing, moving or copying data in a CPS Network system that the User has no access or entry authorization rights to such system. Any entry, modification or deletion of CPS data by an unauthorized User is considered tampering and is prohibited. Users are subject to discipline for any unauthorized access to a CPS Network system or Computer Resources and for their acts or omissions that allow others to gain unauthorized access.

## **VII. Email.**

A. Usage. Users are not allowed to use a personal, third-party email account (e.g. Hotmail, Yahoo, etc.) in their capacity as representatives of CPS. Email sent by Users in their capacity as representatives of the CPS must be sent from their CPS email account, with Board authorized return addresses. User emails are subject to retention by ITS in accordance with the Board's Email Retention Policy. If a User inadvertently sends or receives an email related to their work duties on their personal email account, the User shall forward the email(s) to their CPS email account.

B. Confidentiality. Users must exercise due care to ensure that email messages containing PII or confidential information conform to the confidential transmission requirements noted herein and are transmitted only to their intended recipients. Users are prohibited from transmitting Social Security Number (SSN) information via email without the prior written approval of ITS and when authorized must comply with ITS security standards established for SSN transmission. Users shall abide by the ITS Guidelines and standards on the classification, handling and email transmission of PII and other confidential information, including applicable encryption requirements.

When communicating with a student's parent/guardian, Users should use verified email addresses listed in the Board's student information system, unless steps have been taken to verify an alternate email address to ensure the communication is provided to the proper persons with authorization to receive information regarding the student.

19-0828-PO3

C. Broadcast Emails. The Office of Communications shall establish guidelines by which broadcast emails may be authorized for distribution. Users may transmit broadcast emails only when authorized in accordance with such guidelines. Any links to attachments on broadcast emails must be hosted on a CPS-authorized source and vetted to ensure that the file does not contain PII or confidential information and must comply with ITS security standards established for the bulk communication tool.

D. Freedom of Information Act (FOIA). Any communication sent by or to a User using the CPS Network or Computer Resources could be subject to public access requests submitted through FOIA. Further, data and other materials and files maintained on the CPS Network or Computer Resources may be subject to review and disclosure under FOIA or discovery. Use of personal email accounts, personal social media and other personal electronic communication systems to conduct school business is prohibited and may cause a User's personal accounts to be subject to FOIA and other inquiries.

## **VIII. Mobile Device Communication.**

A. Use of Mobile Devices for CPS Business. Use of a Board-Issued Mobile Device or Personal Mobile Device to conduct district business must comply with the mobile device use standards issued by the CIO. The standards shall, at a minimum, require a User to properly retain text and call records generated while using a mobile device for business purposes and comply with the Board's record retention policies and retention schedule established to comply with the Illinois Local Records Act.

B. Mobile Device Communications with Student(s). Users are prohibited from communicating with a student via (1) a student's mobile device, whether phone, text or ~~IM~~ instant message, (2) a student's personal email account (communications to the student's CPS email account is permitted), (3) any Personal Social Media account or non-CPS Social Media account, and (4) any group messaging app other than the CPS-provided or approved app (currently CPS-Google Hangouts), subject to the following exceptions:

1. Pre-Approved Safety Meet-Up Communications. ~~Staff Users~~ may communicate with students in grades 9-12 via phone, text messaging or ~~IM~~ instant message when necessitated by an educational or extra-curricular activity including field trips, for purposes of ensuring student safety, and:
  - (a) the parent/guardian and principal both provide prior written permission to the phone text message or ~~IM~~ instant messaging communications using the CPS form established for such purpose, and
  - (b) communications are sent as group texts/messages with the parent/guardian on the text message or ~~IM~~ instant message and also the ~~User's~~ Staff's CPS email address as a recipient of the message for proper retention of communications.
2. Approved Bulk Text Notifications and Alerts to Students. Schools may utilize a bulk text notification system that delivers group text notifications and alerts to a student's personal cell phone, provided that:
  - (a) the notification system is authorized by the CIO or designee upon information security and records retention compliance review;
  - (b) the parent/guardian provides prior written permission for their child to receive the text notifications/alerts; and
  - (c) the parent/guardian receives the same text notifications/alerts sent to their child when the parent/guardian elects to receive these notifications/alerts.
3. CPS Programs for Re-Engagement of Out-of-School Youth, Chronic Truants, the Student Outreach and Re-Engagement Centers (SOAR), Juvenile Justice (JJ) teams and Students Exiting Juvenile Detention Facilities approved by the Chief Executive Officer (CEO-Approved Re-Engagement Programs). CPS staff members who are responsible for student outreach efforts under a CEO-Approved Re-Engagement Program may communicate with students in grades ~~74~~-12 via phone, text messaging or ~~IM~~ instant messaging or email from a CPS staff member's CPS email account to a student's personal email account provided that the CPS staff member:

19-0828-PO3

- (a) complies with the parent/guardian permission requirements established by the CEO for staff/student text communications under the Program;
  - (b) complies with the group texts/messages requirements established by the CEO to include other staff member(s) or the parent/guardian on the staff/student text communications;
  - (c) complies with any other requirements established by the CEO for such text, #M instant message and phone communications with a student for Program purposes, and
  - (d) includes the staff member's CPS email address, or other CPS email address, as a recipient on the message identified by the CEO, on all texts #Ms or instant messages for proper records retention.
4. CEO-Approved Exceptions. The CEO may authorize exceptions to this policy to permit User/student text #M or instant message communication where the CEO determines it is in the best interest of the student to authorize User/student electronic communications outside the CPS Network. In such instances, the CEO shall establish the parent consent, group text and other requirements necessary to ensure student safety and proper records retention. A User must (a) receive written authorization from the manager of the CEO-authorized program to engage in text/#M instant message communication with a student, and (b) abide by the terms and conditions established by the CEO for text/#M or instant message communication with students under the authorized program. The User shall include their CPS email address, or other CPS email address identified by the CEO, as a recipient of the message on their text #M or instant message communication with students to ensure proper records retention.

## **IX. Social Media / Online Communication.**

### **A. General.**

1. Communication with Students. Users are prohibited from communicating with current CPS students on Personal Social Media and Non-CPS Social Media except as expressly described herein. Users are permitted to communicate with current CPS students on CPS Social Media as described herein.
2. Confidential Information. Posting, sharing or other disclosure of personally identifiable student information (including information that can be traced back to a specific student or could allow a student to be publicly identified), private employee information or other CPS confidential information on Social Media is prohibited, provided, however, that student work, images and accomplishments may be posted on CPS Social Media with prior written parent/guardian consent.
3. Modeling Civil Online Behavior. Users serve as role models for students and as such are responsible for the information they post, share or respond to online. Users are responsible for modeling and actively practicing positive digital citizenship. Users are prohibited from using Social Media, in a manner that:
  - (a) disparages or demeans any student, parent/guardian or family member, User or school community member (e.g., LSC member, community member, alumni); or
  - (b) is offensive or discriminatory based on race, ethnicity, national origin, gender, gender identity, sexual orientation, age, physical or mental illness, disability, marital status, economic status, immigration status, religion or personal appearance or other visible characteristics.
4. Disruption. While Users may comment on matters of public concern, Users should be aware that their online activity has the potential to result in disruption at school and/or the workplace and such disruption can be a violation of this policy, other Board policies or laws and subject a User to discipline. Any User whose online activity is excessively disruptive to, or detracts from, the efficient or effective operations of the Chicago Public Schools, may be subject to discipline. Users who are managers are also subject to discipline if their online activity is critical of CPS, the Board, district leadership, policies, mandates, strategies or directives.

## 19-0828-PO3

5. Concerted Activity. Nothing herein shall restrict Users with bargaining unit membership or Users eligible for bargaining unit membership from engaging in concerted activity regarding their working terms and conditions.

6. Any User who inappropriately uses Social Media during school/work hours or outside of school/work hours is subject to discipline.

B. Personal Social Media.

1. Users shall not use Personal Social Media to conduct CPS business, act in their capacity as a CPS employee or agent or otherwise express viewpoints as an employee or agent of CPS.

2. Users may not use their CPS email address for Personal Social Media activities.

3. In order to maintain a professional and appropriate relationships with students, Users shall not communicate with current CPS students via Personal Social Media or Non-CPS Social Media. Users shall not add any current CPS student, regardless of age, as 'friends', followers or contacts on a Personal Social Media account. This provision is subject to the following exceptions: (a) communication with the User's family members, and (b) if an emergency situation requires such communication, in which case the User shall notify his/her supervisor of the contact within 24 hours and send a copy of the communication to the User's and supervisor's CPS email account so that it can be retained in accordance with CPS records retention requirements.

4. Nothing herein prohibits communication with CPS graduates or former CPS students who are over the age of 18.

C. CPS Social Media.

1. CPS Social Media may be established to notify the school community of important matters, cover school events, recognize employees who are making a difference, recognize student accomplishments and to convey school announcements and messages of interest to the school community. To create a CPS social media presence, schools and departments should contact the Communications Department at [digital@cps.edu](mailto:digital@cps.edu) for assistance to set up their site or to modify previously established sites to conform with this policy.

2. Users shall comply with the requirements set out in CPS Social Media Guidelines established by the Chief Communications Officer which govern the establishment, use and maintenance of any district, department or school-based Social Media site and shall include:

(a) Requirements to ensure school-based social media sites are approved by the principal and requirements for district and departmental social media sites to be approved by the requisite officer;

(b) Standards and requirements for preferred site platforms, site set-up, administrator access, regular monitoring, removal of inappropriate content, use of district logos, content restrictions, privacy controls, follower, friends and re-share standards, trusted source restrictions and standards to identify the site as a CPS site;

(c) Requirements to ensure that before posting any student image, work or accomplishment, the User must verify that the student has a current signed CPS Media Consent Form on file with the school. Posts must be deleted and reported to the principal if a signed media consent form is not on file with the school;

(d) Requirements to ensure that Users utilize a CPS Social Media account (not a Personal Social Media account) when commenting or conveying information on behalf of CPS on a non-CPS Social Media Site and only when authorized to do so by the User's supervisor;



## 19-0828-PO3

- (e) Requirements regarding User communication with parents/guardians using Social Media; and
- (f) Requirements for use of future Social Media platforms and features as developed.

3. The CPS Social Media Guidelines shall also establish the terms and conditions upon which a User may create a social media site for the purpose of communicating with students in his/her class, program, sports team or club and shall include, at a minimum, the following:

- (a) The principal must approve in writing the establishment of a social media site for a class, program, sports team, club or other student group and approval shall be valid only for one school year.
- (b) Approved CPS Social Media shall be used to address reasonable instructional, educational or extra-curricular program goals.
- (c) The site shall be visibly identified as a school/CPS site and shall utilize and maintain appropriate privacy controls.
- (d) The principal or designee shall regularly monitor the site(s) for questionable or inappropriate communications or behavior and shall have account administration rights to remove any posting or disable a page, or any other action necessary to ensure a safe and suitable school and learning environment.
- (e) The principal or designee is responsible for maintaining a current list of all school-based social media accounts that have been approved for their school.
- (f) The principal shall ensure that parents/guardians are notified of the school-based Social Media activities their child will be invited to participate in and of the purpose and nature of such access and activities.
- (g) The User(s) responsible for the site shall educate students about responsible digital citizenship, which includes appropriate and safe online behavior, interactions with individuals on social media and also cyberbullying awareness and reporting.

4. Users who utilize CPS Social Media are expected to maintain professionalism at all times.

5. Notwithstanding anything in this policy to the contrary, ITS and the Office of Communications are authorized to identify appropriate Social Media platforms and related standards to enable classroom to classroom communications between CPS students and students from another city, state or country for educational purposes. These standards shall specify appropriate privacy, monitoring and other controls.

#### **X. Management of Computer Resources.**

A. Device Support. CPS provides basic installation, synchronization and software support for CPS-issued electronic devices. Devices must be connected to the CPS Network on a regular basis to receive an up-to-date software and antivirus updates and for inventory purposes. Password protection is required on all CPS-issued electronic devices to prevent unauthorized use in the event of loss or theft. Users are responsible for making periodic backups of data files stored locally on their devices.

B. Damage/Loss/Theft. Users must take reasonable measures to prevent a device from being damaged, lost or stolen. In the event an electronic device is lost or stolen, the User is required to immediately notify their direct supervisor, and the ITS Service Desk (773-553-3925). The User must file a police report and document the event in the district's incident reporting system. CPS will take all reasonable measures to recover the lost property and to ensure the security of any information contained on the device.

19-0828-PO3

C. Return of Electronic Devices. All technology purchased or donated to CPS is considered district property and any and all equipment assigned to employees must be returned prior to leaving their position in the same working condition. All equipment containing PII or other confidential information must be returned directly to ITS, the Department/School Manager or designee before it can be redeployed.

D. Energy Management. CPS strives to reduce its environmental footprint by pursuing energy conservation efforts and practices. The district reserves the right to adjust power-saving settings on electronics to reduce the energy consumption.

E. BYOD (Bring Your Own Device) & Personal Electronic Devices. The use of personal electronic devices (i.e. personal laptop) on the CPS Network is permitted at the discretion of the Department/School Manager. CPS is not responsible for the maintenance and security of personal electronic devices and assumes no responsibility for loss or theft. The district reserves the right to enforce security measures on personal electronic devices when used to access the CPS Network and system tools and remove devices found to be in violation of this policy.

**XI. Protected Storage.** Hard drives that contain PII must be securely protected with a password and/or encrypted to ensure the safety of the data contained therein. A list of approved services for storage or transmission of files containing sensitive information is available on a guidance website at [www.cps.edu/aupguidelines](http://www.cps.edu/aupguidelines). Users shall use ITS-approved data/information systems for the storage and transmission of sensitive data whenever possible and avoid storage on local hardware that cannot be secured.

**XII. Drones.** Federal and state laws refer to the flying objects commonly known as drones as unmanned aircraft systems (UAS) or unmanned aerial vehicles (UAV). These terms generally mean a small aircraft that can be flown remotely by an operator on the ground. School-owned drones must be reported on the school's asset registry in accordance with the Asset and Inventory Management Policy along with the drone's the Federal Aviation Administration registration documents.

**XIII. Reporting.** Users shall immediately report to the ITS Service Desk 773-553-3925 and their Department/School Management any actual or suspected:

- A. Security violations or breaches, including, but not limited to:
  - 1. improper transmission of PII or other confidential information;
  - 2. compromised passwords or access codes;
  - 3. receipt of messages containing suspected virus content;
- B. Theft or loss of Computer Resources including Portable Devices;
- C. Misuse or abuse of CPS technology;
- D. Unacceptable use of the CPS Network or Computer Resources; and
- E. Any other violation of this policy.

**XIV. Policy Violations.** The district believes that technology devices, internet, and data systems, when used appropriately, provide a critical part of the district's mission of educating all of its students. When these same technology devices, internet, and data systems are used inappropriately, however, harm to the district, Users and students may result. Further, when personal devices, social media and other online tools and sites are used inappropriately, harm to the district, Users and students may result. Accordingly, any User that violates this Policy shall be subject to consequences which include, but are not limited to, the following:

- A. Suspension or cancellation of use or access privileges;
- B. Payments for damages or repairs;
- C. Discipline under appropriate district discipline rules, policies and guidelines, up to and including termination of employment;
- D. Contract penalties in accordance with the contractor/vendor/consultant's contract with the Board;

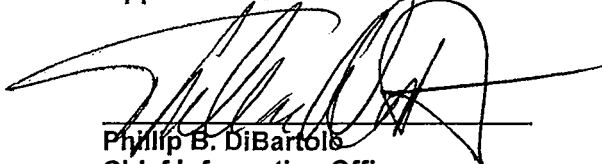
19-0828-PO3

- E. Exclusion of an intern, volunteer, or employee of a vendor, consultant or contractor from serving CPS in any capacity;
- F. Exclusion from Board premises; and
- G. Civil or criminal penalties.

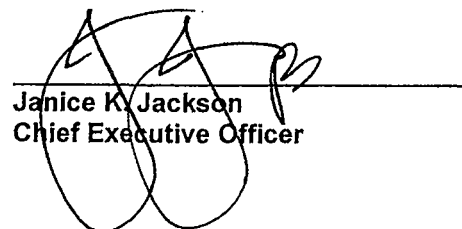
Whenever a violation of this Policy results in physical or psychological harm or injury to a student or minor, or the potential thereof, then the district shall not hesitate in seeking the most severe discipline and penalties allowed under the law. Use of the CPS Network and Computer Resources is a privilege, not a right. By using CPS technology systems and devices, the User agrees to follow all CPS regulations, policies and guidelines. Abuse of these privileges may result in one or more of the following consequences set forth above.

**XV. Policy Guidance and Support.** ITS will provide platform specific guidance and best practice process guidance via website at [www.cps.edu/aupguidelines](http://www.cps.edu/aupguidelines). Schools will be provided materials to promote staff awareness on both practice and policy before the start of each school year in the ITS School Preparedness Guide, updated annually.


Approved for Consideration:

  
Philip B. DiBartolo  
Chief Information Officer

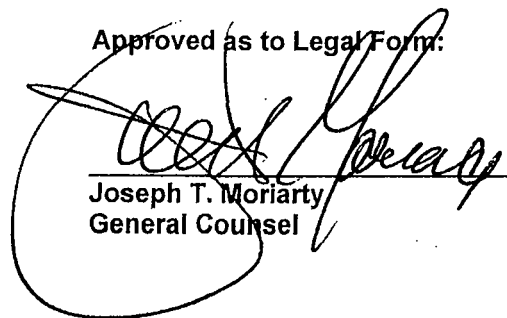
Approved:

  
Janice K. Jackson  
Chief Executive Officer

Approved for Consideration:

  
LaTanya D. McDade  
Chief Education Officer

Approved as to Legal Form:

  
Joseph T. Moriarty  
General Counsel

19-0828-PO1

August 28, 2019

**EXHIBIT G**  
**AMEND BOARD REPORT 13-0925-PO1**  
**ADOPT A NEW INFORMATION SECURITY POLICY**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board ~~rescind~~ amend Board Report ~~04-0835-PO3~~ 13-0925-PO1 ~~adopt a new~~ Information Security Policy.

The purpose of these amendments is to:

- 1) give the newly created role of Director of Information Security the authority to create standards for Security and Privacy Controls of CPS Information Systems, and
- 2) clarify that the Chief Information Officer and Director of Information Security will develop, establish and implement District-wide information security measures using NIST 800-53 and other contemporary industry standards, guidance and protocols relevant to the unique information privacy and security concerns of educational institutions.

**PURPOSE:** The purpose of this policy is to authorize the Chief Information Officer and the Director of Information Security to develop, establish and implement District-wide information privacy and security measures using the NIST (National Institute of Standards and Technology) 800-53 Security and Privacy Controls for Federal Information Systems and Organizations and other state-of-the-art standards, guidance and protocols relevant to the unique information private and security concerns of educational institutions as the standard for implementing District-wide security measures in order to: (1) protect the confidential information maintained in District's data, systems, and electronic records from unauthorized disclosure including, but not limited to, student and employee information, operational plans, and financial information; (2) protect against security breaches and system attacks while allowing business processes to function on a continuous, uninterrupted basis with reasonable assurance that the data and information has not been altered; and (3) protect against the misuse or improper use of the District's information resources to a level that protects the Board while still allowing day-to-day functions.

**POLICY TEXT:****A. Security and Privacy Controls**

The Chief Information Officer ("CIO") or the Director of Information Security (DIS) shall assess the District's systems threats and vulnerabilities and develop, establish and implement NIST 800-53 appropriate control measures to protect electronic data and information resources and minimize commensurate to the risk of adverse events. The CIO or DIS shall develop, establish and revise as necessary District-wide standards, requirements, procedures and control measures using NIST 800-53 and other contemporary industry standards, guidance and protocols relevant to the unique needs of educational institutions, specifically to implement NIST 800-53 District-wide in the following areas:

- Access Control
- Awareness and Training
- Audit and Accountability
- Security Assessment and Authorization
- Configuration Management
- Contingency Planning
- Identification and Authentication
- Incident Response
- Maintenance
- Media Protection
- Physical and Environmental Protection
- Asset Monitoring and Tracking
- Personnel Security
- Risk Assessment
- System and Services Acquisition
- Component Authenticity
- System and Communications Protection
- Port and I/O Device Access
- System and Information Integrity

19-0828-PO1

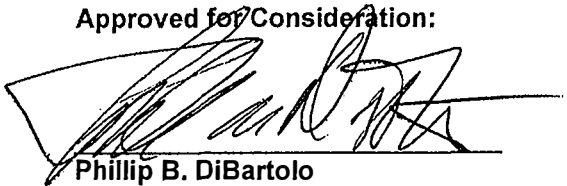
The ~~NIST-800-53~~ control measures established by the CIO or DIS should address the purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, compliance with applicable federal and state data privacy and security laws, and procedures to facilitate the implementation.

## B. Violations

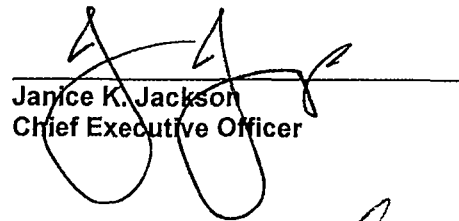
Failure to abide by this Policy or related ~~NIST-800-53~~ standards, guidelines, procedures or control measures issued by the CIO or DIS will subject employees or students to discipline up to and including dismissal in accordance with Board Rules and Policies.

Any Board contractor, consultant, or other business partner who violates this policy may have their system access privileges suspended and may be further subject to contract termination or any other remedy or action deemed appropriate by the Board.

Approved for Consideration:

  
Phillip B. DiBartolo  
Chief Information Officer

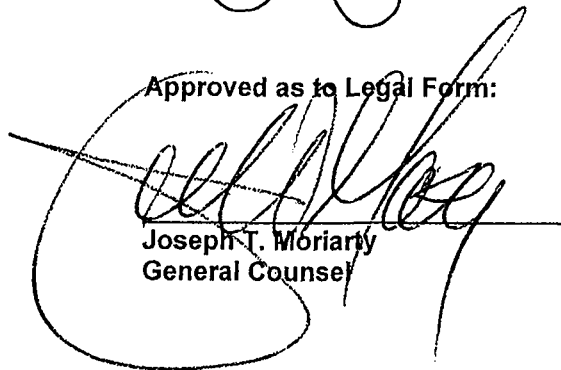
Approved:

  
Janice K. Jackson  
Chief Executive Officer

Approved for Consideration:

  
Tanya D. McNamee  
Chief Education Officer

Approved as to Legal Form:

  
Joseph T. Moriarty  
General Counsel



# EXHIBIT H

MENU

⋮

This site addresses and sets standards of behavior for the use of the CPS network, devices, digital platforms and communications, and interactions among CPS staff and students. Given the rapid pace of technological advancement, we are committed to keeping students and their personal information safe and secure. Our goal is to provide the resources they need to prepare for the future as responsible digital citizens.

Staff Policy

→

Student Policy

→

Platform Guidelines

→



---

## Resources



---

## Frequently Asked Questions



---

## Questions?

Please don't hesitate to ask questions or [provide feedback](#).

---

Was this page helpful?



YES



NO



CHICAGO PUBLIC SCHOOLS

42 W. Madison Street  
Chicago, IL 60602  
773-553-1000

---

Contact CPS

Department Directory

Networks

Leadership Team

Non-Discrimination Statement

What's New



---

[Press Releases](#)

[Media](#)

[Careers](#)

[Procurement](#)

[Policies & Rules](#)

[Web Accessibility](#)

---

FOLLOW US:



---

SUBSCRIBE:



[Our Newsletter](#)

© 2023 Chicago Public Schools | 1.0.8615 | NF





**MENU**



**ON THIS PAGE**



- Staff to Student Mobile Device Communications
- Staff to Student Social Media Communications
- Staff to Staff Mobile Device Communication
- Staff Policy on Unacceptable Use
- Report Improper Conduct





## Staff to Student Mobile Device Communications



### Acceptable

- Email to a student's CPS email account
- Messaging through CPS Group Messaging App (e.g., CPS Google Hangouts) - as long as staff is messaging from an employee CPS account or sanctioned system to a student CPS account



### Acceptable but with conditions

- Schools may utilize a bulk text notification system that delivers group text notifications and alerts to a student's personal cell phone, provided that:
  - The notification system is authorized by the CIO or designee upon information security compliance review;
  - The parent/guardian provides prior written permission for their child to receive the text notifications/alerts; and
  - The parent/guardian receives the same notifications as sent to the child when the parent/guardian elects to receive such messaging



### Prohibited

- Staff are prohibited from communicating with a student via:
  - A student's mobile device through channels not listed as "Acceptable" above, whether phone, text or IM
  - A student's personal email account (communications to the student's email account is permitted)



When the appropriate guidelines are followed, teachers may record their live virtual sessions for archiving and later reference for students. Please refer to the **Standards of Conduct for Maintaining Professional Boundaries between Staff and Students** for more information. Instructions for creating a Google Meet are available **here**.

### **Classroom and Small Group Recordings**

- A consent form is not required to record a classroom or small group Meet; however, students must be informed that the session is being recorded.
- If a parent/guardian does not want their child recorded, the parent/guardian can have their child turn off their camera.
- During recorded sessions, student names and images may be visible to the teacher and participating students. To protect privacy, parents or other individuals should not participate in, observe or record virtual sessions.
- Recorded sessions may not be made available to parents or individuals other than students.

### **1:1 Meetings and Recordings**

Staff must adhere to all of the protocols set forth in the **Standards of Conduct for Maintaining Professional Boundaries between Staff and Students**. The guidance below only outlines policy related to one-to-one Meet sessions between staff/students.

**The following standards apply to scheduling one-on-one staff/student contact and meetings:**

- All staff/student one-on-one remote interactions must occur on Google Meet.
- Invite the school principal or assistant principal, and the student's parents/guardians, to the meeting by adding them as optional meeting attendees. **The invitation must also be sent at least four calendar days before the meeting.**



before the interaction begins. To clearly communicate the purpose of any one-on-one remote meeting and for proper record-keeping, it should be listed in the Google Meet's calendar invite description.

- One-on-one meetings should be recorded to avoid any appearance of secrecy for the benefit of both the staff and the student. In order to record the session you will need to obtain parent/guardian authorization for the recording by having them sign the CPS Written Consent Form for Recording of Virtual Meetings that can be found in **Appendix B**. Parent/guardian consent to record is needed during a one-on-one meeting between a staff member and student because the nature of the interaction is inherently private.
- If a parent/guardian does not give their consent to record the virtual meeting, the meeting **cannot occur** as a one-on-one session between a staff member and student. Instead, the school principal, assistant principal or parent/guardian must attend so that the session is no longer a meeting between one staff member and one student.
- One-on-one meetings that are required in connection with providing educational services in accordance with one's employment (e.g., health screening, counseling, therapy, nursing, personal care and other services required by individualized education plans, 504 plans or other medical condition action plans) are not required to be recorded.

**When staff are meeting 1:1 with students using Google Meet, these standards must be followed:**

- Video cameras are permitted to be turned off by students to protect privacy (staff are required to have their camera on at all times and must maintain an appropriate environment).
- If video cameras are on, the students and staff should be in an environment free from distraction.
- Everyone must be fully clothed during video meetings.
- The chat function can be used by either party to protect privacy if others are nearby.



Any disclosure or allegations made must follow proper reporting procedures.

- If a staff member finds themselves in an unplanned one-on-one meeting with a student, they must end the interaction as soon as it is safe to do so and report the occurrence to the appropriate administrator as soon as possible.
2. International Baccalaureate (IB) students' summative oral exams may be scheduled and taken via a Google Meet video conference. The student, Teacher and IB Coordinator must join a Google Meet video conference and record the student's presentation.
  3. Staff may communicate with high school students via text or instant messaging when necessitated by a field trip, educational or extracurricular activity for the purpose of ensuring student safety AND:
    - The parent/guardian and Principal both provide prior written permission to the text communications using the CPS form established for such purpose.
    - Communications are sent as group messages with the parent/guardian on the communication.

## Staff to Student Social Media Communications



### Acceptable but with conditions

- Class or Team Social Media Account
  - Principal's written approval is obtained annually
  - Principal or teaching designee manages account including removal of postings and disabling of page
  - Account is used for instructional, educational or extracurricular programs
  - Principal notifies parents annually of their child's social media invitations and the purpose and nature of the account
- District, Department and School Social Media Accounts



---

Guidelines will include requirements for approvals, administrator access, monitoring, use of District logos, content, privacy controls, parent notifications, etc.

---



### Prohibited

- Use of personal social media to conduct CPS Business or communication with students
- Adding, inviting and accepting “friend” or contact requests of students on any personal social media or non-CPS social media account
- Discussing CPS or school matters that cause disruption at school (e.g., bullying)
- Discussing or posting CPS confidential/protected info
- Conducting CPS business

## Staff to Staff Mobile Device Communication



### Acceptable

- Phone calls
- Emails (from CPS email account to CPS email account)
- CPS group messaging App (e.g., CPS Google Hangouts)

---

### Special Note:

Staff must properly retain text and call records generated while using a mobile device for business purposes and comply with the Board’s [business](#) and [student](#) records retention policies established to comply with the [Illinois Local Records Act](#).



systems to employees and other authorized users for educational and business purposes. Users shall not use the CPS Network or Computer Resources including access to the internet, intranet, collaboration tools, bulk communication tools, social media or email to use, upload, post, mail, display, store, or otherwise transmit in any manner, any content, communication or information that, among other unacceptable uses:

1. Is hateful, harassing, threatening, libelous or defamatory;
2. Is offensive or discriminatory to persons based on race, ethnicity, national origin, gender, gender identity, sexual orientation, age, physical or mental illness or disability, marital status, economic status, immigration status, religion, personal appearance or other visible characteristics;
3. Constitutes or furthers any criminal offense, or gives rise to civil liability, under any applicable law, including, without limitation, U.S. export control laws or U.S. patent, trademark or copyright laws;
4. Constitutes use for, or in support of, any obscene or pornographic purpose including, but not limited to, the transmitting, retrieving or viewing of any profane, obscene, or sexually explicit material;
5. Constitutes use for soliciting or distributing information with the intent to incite violence, cause personal harm or bodily injury, or to harass, threaten or stalk another individual;
6. Contains a virus, trojan horse, ransomware or other harmful component or malicious code;
7. Constitutes junk mail, phishing, spam, or unauthorized broadcast email;
8. Violates the security of any other computer or network or constitutes unauthorized access or attempts to circumvent any security measures;
9. Obtains access to another User's CPS Network account, files or data, or modifies their files, data or passwords;
10. Impersonates any person living or dead, organization, business, or other entity;
11. Degrades the performance of, causes a security risk or otherwise threatens the integrity or efficient operation of, the CPS Network or Computer Resources;
12. Deprives an authorized User of access to CPS Network or Computer Resources;
13. Obtains Computer Resources or CPS Network access beyond those authorized;
14. Engages in unauthorized or unlawful entry into a CPS Network system;



- 
- for disclosure personally identifiable student information, videos and photographs without authorization or without proper security measures;
17. Shares confidential information about students or CPS personnel in a manner that violates state law, federal law, Board rule, policy or guideline;
  18. Shares CPS email addresses or distribution lists for uses that violate this policy or any other Board policy;
  19. Enables or constitutes wagering or gambling of any kind;
  20. Accesses, distributes, downloads or uses games except when an assigned educational or training activity;
  21. Promotes or participates in any way in unauthorized raffles or fundraisers;
  22. Promotes or participates in any way in partisan political activities;
  23. Promotes or participates in any way in internal political or election activities related to a union or other organization representing employees;
  24. Engages in private business, commercial or other activities for personal financial gain;
  25. Distributes unauthorized information regarding other User's passwords or security systems;
  26. Transmits Personally Identifiable Information without appropriate security safeguards;
  27. Falsifies, tampers with or makes unauthorized changes, additions or deletions to data located on the CPS Network or school systems;
  28. Accesses or uses data located on a CPS Network for personal uses;
  29. Promotes or participates in any activity or relationship with a student that is not related to academics or school-sponsored extracurricular activities, unless authorized in advance in writing by the principal and the student's parent/guardian;
  30. Installs, downloads or uses unauthorized or unlicensed software or third party system;
  31. Violates the terms of use specified for a particular Computer Resource or CPS Network system;
  32. Constitutes use that disrupts the proper and orderly operation of a school or office;
  33. Engages in hacking (intentionally gaining access by illegal means or without authorization) into the CPS Network to access unauthorized information, or to otherwise circumvent information security systems;
  34. Engages in inappropriate sexual conduct, including unwelcomed sexual contact, indecent exposure, transmitting sexually suggestive images, or other sexual activities;





36. Violates federal or state law or any Board rules, policies, standards or guidelines regarding the protection of employee or student privacy or the confidentiality of employee or student records; or

37. Violates any prohibition noted in this policy or any other Board policy.

## Report Improper Conduct

Call the IT Service Desk [773-553-3925](tel:773-553-3925) and your Department/School Management to report any actual or suspected security violations or breaches, theft or loss of computer resources, misuse or abuse of CPS technology, unacceptable use of the CPS Network or Computer Resources, or any other violation of this policy.

Was this page helpful?

☐

YES

☐

NO



CHICAGO PUBLIC SCHOOLS

42 W. Madison Street  
Chicago, IL 60602  
773-553-1000

Contact CPS

Department Directory

Networks

Leadership Team

Non-Discrimination Statement



---

**Support CPS**

**Press Releases**

**Media**

**Careers**

**Procurement**

**Policies & Rules**

**Web Accessibility**

---

**FOLLOW US:**



---

**SUBSCRIBE:**



**Our Newsletter**

© 2023 Chicago Public Schools | 1.0.8615 | NF