

THIS AGREEMENT SHALL BE POSTED ON THE CPS WEBSITE.

SERVICES AGREEMENT

(Breakthrough Urban Ministries, Inc.)

This SERVICES AGREEMENT (“**Agreement**” or “**Contract**”) is effective as of the 1st day of July, 2022 (“**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 with offices located at 42 West Madison Street, Chicago, Illinois 60602 (the “**Board**” or “**CPS**”) and Breakthrough Urban Ministries, Inc., an Illinois not-for-profit with offices located at 402 N. St. Louis Ave., Chicago, IL 60647 (“**Vendor**”).

RECITALS

1. The Board desires that Vendor render Services more fully described herein;
2. The Board issued a Supplemental Request for Proposals, Specification No. 22-135 (the “**RFP**”), in which the Board sought intervention services for youth in high risk situations;
3. Vendor’s selection has been authorized by Chief Purchasing Officer Request through emergency solicitation (authorized by Board Report 22-0622-RS4);
4. The Board desires that Vendor render specialized and customized expertise, support, and programming that will aid in the Board's identification and support of youth that have been disconnected from district schools, working with disconnected youth to help them successfully participate in programming, employment and becoming less prone to violence and violent activity; and
5. Vendor has demonstrated expertise in providing such Services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such Services and is desirous of providing such services to the Board.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated and made a part of this Agreement by this reference, and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Term of Agreement:** The term of this Agreement will be for a period commencing on July 1, 2022 and continuing through June 30, 2023 (the “**Term**”). The Board shall have two (2) options to renew the Agreement for a period of one (1) year (each a “**Renewal Term**”) by entering into a written renewal agreement with the Vendor.
2. **Scope of Services:** Vendor agrees to provide the services as described in this Agreement, including the Scope of Services that is attached and incorporated into this Agreement as Exhibit A. Vendor agrees to provide the Services set forth in the Scope of Services in accordance with the terms of the Agreement. The Target Community(ies) for which Vendor has been awarded are set forth in Exhibit A. Vendor may provide Services only in the Target Communities that it is awarded. “**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 Contract 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 Services- related decisions. 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 Contract signed by the authorized representatives of both parties. The Board assumes no obligation hereunder to purchase any quantity of Services other than those identified on a Purchase Order issued by the Board.

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

3.1 Compensation: Compensation for Services during the Term payable to Vendor, and the schedule and method of compensation, are set forth in Exhibit B (“**Compensation**”). The total maximum compensation payable to Vendor during the Term shall not exceed One Million, Eight-Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (“**Maximum Compensation Amount**”), without the prior approval of the members of the Board and a written amendment to this Agreement.

It is understood and agreed that the Maximum Compensation Amount is a ‘not-to-exceed amount’ and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Term of this Agreement, and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with this Agreement. No expenses shall be reimbursed under 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 from Services and deliverables not provided.

3.2 Purchase Order. 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. Each email may only contain one invoice and must include your Vendor 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/or goods delivered
- Date the services were provided and/or goods 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 this 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 Services provided under this 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 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.

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4. Personnel

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

4.2. Key Personnel. The Contract 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 4.1. above, the Board shall have the right to direct Vendor to remove an individual from performing Services under the Contract.

5. 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 ("CPO"). Vendor shall retain and utilize, as required by law or by the Contract, 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 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 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.

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 this Agreement, the Board shall notify Vendor and this 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 this Agreement are exhausted. Payment for Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

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7. Termination, Suspension of Services, Events of Default, Remedies and Turnover of Documents:

7.1 Early Termination: The Board may terminate the Contract in whole or in part, without cause, 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 Contract.

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 Contract.

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 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, any of the following:

- A. Any action or failure to act by Vendor that affects the safety and/or welfare of students or Board staff;
- B. Any material misrepresentation by Vendor in the inducement of the Agreement or the performance of Services;
- C. 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 this Agreement, including, but not limited to, the following:
 - 1. Failure to perform any portion of the Services in the manner specified in this Agreement;
 - 2. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - 3. Failure to promptly re-perform, within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory;
 - 4. Failure to perform the Services in a manner satisfactory to the Board, or inability to perform the Services satisfactorily for reasons within Vendor's reasonable control;
 - 5. Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default.

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- E. Default by Vendor under any other agreement Vendor may presently have or may enter into with the Board; and
- F. 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 if Vendor commits an Event of Default. The Chief Procurement Officer may in her or his sole discretion give Vendor an opportunity to cure the default within a certain period of time (the “**Cure Period**”). The Chief Procurement Officer shall give Vendor written notice of the 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 Chief Procurement Officer 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 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 Services unless otherwise specifically directed in the notice, and Vendor must deliver to the Board all materials prepared or created in the performance of this 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 supply of Services or any part thereof, either directly or through others, as agent for and at the cost of Vendor. In such an event, Vendor shall be liable to the Board for any costs incurred by the Board. Any amount due Vendor under this Agreement or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board;
- B. Terminate this Agreement, in whole or in part, as to any or all of the 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 Vendor's action or failure to act which affects the safety 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 incurred as a result or in consequence of an Event of Default;
- F. Money damages;
- G. Withhold all or part of Vendor’s compensation under this Agreement that are due or future payments that may become due under this Agreement; and
- H. Deem Vendor non-responsible in future contracts to be awarded by the Board pursuant to the Board’s Debarment Policy (19-0626-PO1), as may be amended from time to time.

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The Board may elect not to declare Vendor in default or to terminate this 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 perform the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this 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 Chief Procurement Officer decides not to terminate, then she or he may decide at any time thereafter to terminate this Agreement, in whole or in part, in a subsequent Default Notice.

The remedies under the terms of this 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 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 this 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 the Early Termination provision 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 Contract 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, except that Vendor may keep a copy of such information for its own records subject to the terms of the Agreement.

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. Confidential Information; Dissemination of Information; Ownership; Injunctive Relief; Survival:

9.1 Confidential Information: In the performance of the Contract, 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, 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 Contract and any other agreements with the Board.

9.2 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

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Contract 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 Contract, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.

9.3 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.

9.4 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.

9.5 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 Contract. Vendor shall not copy or otherwise reproduce in any manner whatsoever the Confidential Information for any purposes outside the terms of the Contract without the prior written consent of the Board, except where required for its own internal use solely to deliver the Services under this Contract and strictly in accordance with the terms of this Contract. 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”), and the Student Online Personal Protection Act (“SOPPA”) and the Children’s Online Privacy Protection Act (“COPPA”) as applicable.

9.6 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;

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- 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;
- 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 and Services include at least the following safeguards, where applicable:
 - 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 Vendor;
 - 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 transmissions 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; and
 - 12. Backup of all Confidential Information at least once every twenty-four (24) hours. Perform content snapshots at least daily and retain for at least ninety (90) days.

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- J. Confidential Information 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 covered 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. Also, the prior approval of the Board's ITS Program Manager or designee for any hosting solution may be required.

9.7 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 immediately 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.

9.8 Press Release; 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 of 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.

9.9 Return or Destruction of Confidential Information. Vendor shall, at the Board's option, destroy or return all Confidential Information to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information to the Board within five (5) days of the expiration or termination of this Agreement unless Vendor receives permission in writing from the Board's Chief Education Officer or his/her designee that Vendor may retain certain Confidential Information for a specific period of time. In the event the Board elects to have Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction. 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, 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.

9.10 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) notify the Board immediately, which in no event shall be longer than twenty-four 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 (including attorneys' fees) associated with a breach of Vendor's obligations regarding Confidential Information as set forth in this Contract, including without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. Vendor shall include this provision in any and all agreements it executes with subcontractors

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performing Services or providing Products under this Contract.

9.11 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 when handling, receiving, storing, transmitting or otherwise accessing Student Data:

A. **Student Data Use.** Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Services, and technology, to amass 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 Services under this Agreement.

B. **Student Data Collection.** Vendor shall not collect Student Data except as specifically permitted hereunder and as necessary to fulfill its duties as outlined in this Agreement.

C. **Marketing and Advertising.** Vendor shall not advertise or market to students or their parents/legal guardians or to any third party when the advertising is based upon any Student Data that Vendor has acquired because of the use of that Vendor's Services or the use of technology as part of the Services.

D. **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.

E. **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 may 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.

F. **Rights in and to Student Data.** Parties agree that 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 under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. Vendor has a limited, nonexclusive license to the use of Student Data solely for the purpose of performing its obligations as outlined under the Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in the Agreement. Vendor does not have the right to sell or trade Student Data.

G. **Sale of Student Data.** Vendor is prohibited from selling, trading, or otherwise transferring Student Data.

H. **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.

I. **Additional Security Controls.** Vendor will store and process Student Data in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in this Contract, as may be amended in writing by the authorized representatives of the parties and with the approval of the Board's General Counsel. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be

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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 their Products. 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 NIST 800-53r4 moderate level, International Organization for Standardization's standards ISO/IEC 27001:2005 (Information Security Management Systems – Requirements), and ISO-IEC 27002:2005 (Code of Practice for International Security Management). Vendor shall ensure that the manner in which Student Data 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 Contract. 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, as well as best practices for responding to a breach of Student Data security practices. Vendor agrees to share its incident response plan upon request. Vendor shall assure that all data that is transmitted 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.

J. Security Safeguards. Vendor agrees to provide the following additional 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 Student Data at-rest and in-transit.
4. Authentication of users at login with a 128-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 Protection System that inspects incoming data transmissions.
11. Ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks.
12. Provide a documented disaster recovery plan that includes the following elements:
 - a. Available recovery times.
 - b. Conduct 24x7 system monitoring that is capable of detecting Potential outages.
 - c. Plans for File-level, Database and server recovery after a component/system failure, damage or compromise.
 - d. Substantial geographical separation between data centers hosting production, backup and redundant system elements.
 - e. Include recovery/mitigation procedures for all managed sites, including subcontractors, agents, and other recipients.
 - f. Include provisions for at least the following events:
 - (i) Fire

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- (ii) Natural disaster
 - (iii) Sabotage
 - (iv) Accidental human error
 - (v) Flooding
 - (vi) Equipment failure
 - (vii) Application/database failure
 - (viii) Other unlikely events
- g. No less than annual testing of the disaster recovery plan (at least parts that affect Student Data) with results of the test made available to the Board, as well as information about, and schedule for, the correction of deficiencies identified in the test.
13. Prevention of hostile or unauthorized intrusion.
14. 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 Contract 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.
15. Backup of all Student Data at least once every twenty-four (24) hours.
16. Perform content snapshots at least daily and retain for at least ninety (90) days.

K. Compliance with the Student Online Personal Protection Act (“SOPPA”) (As Applicable).

1. The parties acknowledge that Student Data hereunder includes student information that is “Covered Information” and that Vendor qualifies and is acting hereunder as an “Operator”. 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”) and in 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 (the “CPS SOPPA Representative”).

2. Vendor, as an Operator, acknowledges that it is: (i) acting as a “school official” with a legitimate educational interest (as used in Family Educational Rights and Privacy Act [“FERPA”]); (ii) is performing an institutional service or function, under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of Covered Information as the term is defined in SOPPA; (iii) shall use and maintain the Covered Information only for a purpose authorized by the Board in accordance with the Board's instructions; and (iv) shall not re-disclose such information to third parties or affiliates except as authorized under this Contract or with permission from the Board or pursuant to court order, unless otherwise permitted by SOPPA:

a. Security. Implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Covered Information from unauthorized access, destruction, use, modification, or disclosure.

b. Breach. If a “Breach”, as defined in SOPPA, is attributed to Vendor, its officials, agents employees and 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 Breach, including, but not limited to those costs and expenses identified in 105 ILCS 85/15(4)(D)(i)-(iv); (ii) no later than twenty-four (24) hours after the determination that a Breach has occurred, Vendor must do the following:

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- i. Send notice to the CPS SOPPA Representative at privacyoffice@cps.edu within twenty-four (24) hours of such determination
- ii. Such notice shall provide the following information:

- a. 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;

- b. the number of CPS students impacted by the Breach, as well as the date, estimated date, or estimated date range of the Breach;

- c. the name, title, and contact information of the Vendor representative managing the Breach;

- d. a description of the Covered Information that was compromised or reasonably believed to have been compromised in the Breach;

- e. 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

- f. a statement that the parent may obtain information from the Federal Trade Commission and consumer reporting agencies about fraud alerts and security freezes.

c. Data Deletion.

- i. In addition to obligations set forth in the Parent Access subsection of the Additional Obligations Section below as to inspection and review and correction of factual inaccuracies, 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 seven (7) calendar days 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.

- ii. Vendor must delete or transfer to the Board, at the direction of the CPS SOPPA Representative, all Covered Information if the information is no longer needed for the purposes of the Contract, at the end of each academic year within the Term, or within ten (10) calendar days of the later

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of either (i) Vendor's completion of any required reports as part of the Services pursuant to the Scope of Services, or (ii) the termination or expiration of this Contract. Vendor will provide the Board confirmation of deletion upon request.

d. Publication.

i. Identify, through the attached Exhibit C, an explanation of the data elements of Covered Information that the Board will disclose pursuant to this Contract and an explanation of how the Board uses, to whom or what entities it discloses, and for what purpose it discloses the Covered Information.

ii. In accordance with SOPPA and the Board's FOIA obligations as further described herein, the Board will make this Contract available for public inspection on its website, which shall thereby also publicly disclose Exhibit C, which includes material information about Vendor's collection, use, and disclosure of Covered Information.

e. *Covered Information Access Listing. Vendor shall provide, in the attached Exhibit C, to the Board a list of any subcontractors or third party affiliates to which Covered Information may, has been, or will be disclosed. Vendor will also provide a link to Vendor's website, which must include a direct link to the required list. Vendor must keep this list current at all times through the link identified in Exhibit C.

f. Comply with SOPPA limitations on a student's Covered Information:

i. A student's Covered Information shall be collected only for Pre-K through 12 School Purposes and not further processed in a manner that is incompatible with those purposes.

ii. A student's Covered Information shall only be adequate, relevant, and limited to what is necessary in relation to the Pre-K through 12 School Purposes for which it is processed.

g. 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.

3. 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. Collecting Covered Information from district staff or outside of the permissions granted under this Contract.

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- 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 SOPPA with the express written permission of the CPS SOPPA Representative, and pursuant to this Contract.

4. Additional Obligations.

- a. Subprocessors. Vendor shall enter into written agreements with all Subprocessors performing functions for the Vendor in order for the Vendor to provide the Services pursuant to the Contract, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Contract. For the purposes of this Contract, "Subprocessors" shall be defined as (sometimes referred to as the "Subcontractor") means a party other than the Board or Vendor, who provides uses for data collection, analytics, storage, hosting services, maintain or other service to operate and/or improve its service, and who has access to Student Data.
- b. Limitations on Subcontractors. Vendor is prohibited from using a platform other than its own and herein approved to provide the Services. No Services provided hereunder shall be delivered using the platform, software, website, or online or mobile application operated by an entity other than Vendor that would otherwise be an "Operator" itself.
- c. Parent Access. Vendor shall establish reasonable procedures by which a parent, legal guardian, or eligible student may inspect and review Covered Information, correct factual inaccuracies, and procedures for the transfer of student-generated content to a student's own personal account, consistent with the functionality of services. Vendor can only accept inquiries for such inspection and review or correction of factual inaccuracies from the CPS SOPPA Representative.

i. Requests for Inspection and Review.

- (a) Requests for inspection and review 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 inspect and review Covered Information as further described below.
- (c) Upon receipt of a request to inspect and review the student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall furnish the requested information in a PDF format to privacyoffice@cps.edu within seven (7) calendar days of receiving such request.
- (d) Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.

ii. Request for Corrections of Factual Inaccuracies.

- (a) Requests for corrections of factual inaccuracies 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 from the Board to correct a factual inaccuracy(ies) contained in a student's Covered Information.

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(c) Upon receipt of a request from the Board to correct a factual inaccuracy(ies) contained in a student's Covered Information, Vendor shall correct the identified factual inaccuracy(ies) within seven (7) calendar days of receiving such request.

(d) Vendor shall confirm the correction of the factual inaccuracy(ies) to the CPS SOPPA Representative within seven (7) calendar days of making such correction.

(e) Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.

L. Change Management (As Applicable). CPS must be notified of all post go-live changes to the Products and Services, which include changes to functionality, the introduction of additional applications, and major platform upgrades. CPS must also be notified of all planned changes, expansion, or reduction to data elements or data management procedures and shall not make such changes without the prior written consent of the Board which shall not be unreasonably withheld. Change notifications shall be sent to a designated CPS email address and must primarily list the change description and the planned date of change. All notifications should be provided at a minimum one (1) week before any change takes effect. For changes that require adjustments to the CPS environment or involve any system integrations, Vendor shall require written approval from CPS prior to any go-live changes and shall not make any changes without the prior written approval of CPS.

M. Data Integration & Management. Products must align to IMS Global interoperability standards for data exchanges and authentication (One Roster, or Google Single Sign On / SSO).

9.12 Destruction of Confidential Information: Upon the later of either (i) Vendor's completion of any Services, or (ii) termination or expiration of this Agreement ("**Ending Event**"), and with the exception of Student Data which shall be destroyed or transferred pursuant to Section 9.11 (K)(c), Vendor shall cease using and destroy all Confidential Information furnished by the Board or collected by Vendor in performance under this Agreement unless otherwise directed by the Board. Vendor shall destroy all Confidential Information within fifteen (15) business days of an Ending Event and provide a written affidavit to the Board that Vendor has complied with the requirement of this provision to destroy such items.

9.13 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.

9.14 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.

9.15 Survival: The provisions of this Section shall survive the termination or expiration of this Agreement.

10. Intellectual Property

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10.1. 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 Contract.

10.2. 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 prepared 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.* To the extent that any Work Product does not qualify as a work for hire, Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. 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 Contract, 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 Contract within three (3) business days of demand. In addition, Vendor shall return the Board's data 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.

10.3. Vendor's Intellectual Property. All Intellectual Property owned by Vendor prior to, created independently of the Products and Services under this Contract 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 Contract, 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.

10.4. Third Party Intellectual Property. Vendor represents and warrants to the Board that Vendor, in connection with providing the Products and 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.

10.5. Survival. The obligations set forth in this Section shall survive the termination or expiration of this Contract.

11. Section Reserved.

12. Representations and Warranties of Vendor: Vendor represents and warrants that the following shall be true and correct as of the Effective Date of this Agreement and shall continue to be true and correct during the Term of this Agreement and any Renewal Terms:

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12.1. Licensed Professionals. Vendor is appropriately licensed under Illinois law to perform Services required under the Contract 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.

12.2. Technical Accuracy. All Services will be technically accurate and correct and performed in strict accordance with the provisions and requirements of this Contract.

12.3. 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 Contract and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., 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**”), and the Student Online Personal Protection Act (“**SOPPA**”) and the Children’s Online Privacy Protection Act (“**COPPA**”) as applicable, and any others relating to non- discrimination. 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.

12.4. 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 Contract.

12.5. 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 Contract, 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 Contract which shall constitute valid, binding obligations of Vendor.

12.6. 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 Contract.

12.7. Gratuities. No payment, gratuity or offer of employment was made by or to Vendor in relation to the Contract or as an inducement for award of the Contract.

12.8. Contractor’s Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify Board 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.

12.9. Third Parties’ Property and Information. In performing and delivering the Services under the Contract, 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 Contract and can grant or assign all rights granted or assigned to the Board pursuant to this Contract.

12.10. Warranty of Title. Vendor warrants title to all Products and Services sold to Board and warrants that all Products and Services sold to Board are free and clear from all liens, contracts, chattel mortgages, or other encumbrances; and that Vendor has the lawful right to dispose of and sell such Products and Services and that Vendor shall warrant and defend title against all claims.

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12.11. Assignment of Warranties. Vendor has the right, title and ability to assign and shall assign to the Board any third-party warranties concerning the Services provided under the Contract to the Board.

12.12. 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.

12.13. 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 Contract 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 Contract 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 Contract 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 Contract, Vendor shall not utilize any firms that the Board has debarred from doing business with CPS pursuant to the Board's Debarment Policy (19-0626-PO1), as may be amended.

12.14. Prohibited Acts. Within the three (3) years prior to the effective date of the Contract, 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.

12.15. Continued Disclosure Requirement. If at any time during the Term of the Contract or during any Renewal Terms, Vendor becomes aware of any change in the circumstances that makes the representations and warranties stated above no longer true, Vendor must immediately disclose such change to the Board.

12.16. Survival. All representations and warranties will survive inspection, acceptance, payment and expiration or termination of this Contract. 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 Contract.

13. 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 this 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

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confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:

13.1 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 this 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.

13.2 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 this 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; and
- 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.

13.3 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 this 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 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.

13.4 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

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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; and
- F. Immediately remove from any contact with any CPS student pursuant to this 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.

13.5 Allocation of Costs and Liquidated Damages. Vendor is obligated to cause the Background Check to be performed for all Staff, 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 this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this 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 this Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

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

14. 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 conduct research in the Chicago Public Schools or use CPS student data for research purposes in connection with the Contract 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.

15. Use of Board's Network, Acceptable Use Policies. If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with 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), both as amended, during the Term of the Contract 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-P21), as may be amended. Vendor shall also comply with the requirements and guidance in the following links as applicable, as may be amended: Acceptable Use Policy of Technology Guidance and other vendor requirements, found at <https://cps.edu/AcceptableUsePolicy/Pages/vendorPolicy.aspx> ("Vendor AUP").

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16. 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 Contract, Vendor shall indemnify the Board for any such liability.

17. Indemnification: Vendor agrees to defend, indemnify, and hold harmless the Board, its members, employees, agents, officers and officials from and against 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 out of, alleged to arise out of, or directly relating to the acts or omissions of Vendor, its officials, agents and employees and subcontractors in the performance of this Agreement. 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 rights of a third party.

Furthermore, 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 this Agreement, Vendor shall indemnify the Board for any such liability. And, 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, and subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of data breach to affected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and other 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 Corp.*, 146 Ill.2d 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, or any other statute or judicial decision.

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

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18. 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 this Agreement to Vendor, its members if a joint venture, or any subcontractors.

19. 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 to be paid to Vendor hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation, sales, use, non-resident, value-added, excise, and similar taxes levied or imposed on the Services, but excluding taxes levied or imposed on the income or business privileges of Vendor, which remain the responsibility of Vendor.

20. Notices: All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. Any notice involving non-performance or termination shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt if mailed. Refusal to accept delivery has the same effect as receipt.

To Vendor, at:

Breakthrough Urban Ministries, Inc.
Attn: Yolanda Fields
402 N. St. Louis Ave.
Chicago, IL 60647
Email: yfields@breakthrough.org

and if to the Board, at:

Board of Education of City of Chicago
Office of School Safety and Security
Attn: Chief OSSS
42 W. Madison Street
Chicago, IL 60602

with a copy to:

Board of Education of City of Chicago
Attn: General Counsel
One North Dearborn, 9th Floor
Chicago, IL 60602

21. Governing Law: This 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 this Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail in accordance with the Notice Section of this Agreement 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 this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

22. Insurance. Vendor, at its own expense, shall procure and maintain insurance covering all operations under the Contract, whether performed by Vendor or by subcontractors. The Board retains final

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authority with respect to all insurance related decisions and reserves the right to account for changes in a reasonable manner due to the nature of the relationship between parties hereto or the legal or economic premises upon which this Contract is based. 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:

- A. Workers' Compensation and Employers' Liability Insurance: Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by Illinois law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy shall contain a waiver of subrogation clause.
- B. 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 two (2) years following completion) and defense.
- C. 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.
- D. Professional Liability /Technology Errors and Omissions. (If Applicable.) When any professionals perform Services in connection with the Contract, Professional Liability Insurance covering acts, errors, or omissions in conjunction with the professional services must be maintained with limits of not less than One Million Dollars (\$1,000,000.00) each claim and One Million (\$1,000,000.00) in the aggregate. Coverage must include contractual liability and Privacy/Network Coverage and security/privacy must **not** be excluded. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under this Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years following completion of professional services. This coverage may be included in a Cyber Liability And Privacy & Security Insurance policy.
- E. Sexual Abuse and Molestation Insurance: Sexual Abuse & Molestation Insurance with limits of not less than One Million (\$1,000,000.00) per claim and Two Million (\$2,000,000.00) in the aggregate. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Contract and have extended reporting period of not less than two (2) years following completion of the Contract. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Contract and any earlier commencement of services.
- F. Cyber Liability and Privacy & Security Insurance (If Applicable): Cyber Liability and Privacy & Security Coverage for damages arising from a failure of computer security, or wrongful release of private information, including expenses for notification as required by local, state or federal guidelines, with limits of liability not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. The policy will be a claims-made program with any prior acts exclusion predating both the date of the Contract and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of two (2) years after expiration or termination of the Contract must secure a 2-year extended reporting provision.

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- G. 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 (and Professional Liability /Technology Errors and Omissions, and Cyber Liability And Privacy & Security Insurance, if applicable and 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.
- H. Additional Insured: Vendor shall have its Commercial General Liability, Umbrella/Excess Liability, Automobile Liability Insurance and Sexual Abuse and Molestation Insurance policies (and its Professional Liability /Technology Errors and Omissions, and Cyber Liability And Privacy & Security Insurance, if applicable and 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 its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

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 the Vendor for any 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, IL 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 an 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 a breach of Vendor's agreement with the Board. In the event Vendor fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this 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 with insurance provided by the Vendor under the Agreement.

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement. Vendor shall require any subcontractors under this Agreement to maintain comparable insurance naming Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. 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 this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

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

Vendor must register with the insurance certificate monitoring company designated by the Board stated 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. The **initial** annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but is subject to change.

Each year, Vendor will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:

Topiary Communications Inc.
211 W. Wacker, Ste 220
Chicago, IL 60606
Phone: (312) 494-5709
Email: dans@topiarycomm.net
URL: <https://www.cpsvendorcert.com>

Website for online registration, insurance certificate submissions and annual fee payments:
<http://www.cpsvendorcert.com>

23. Audit and Document Retention: Vendor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by the Vendor with this Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate 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 the Vendor for the cost of such audit. Vendor shall maintain all records under this 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 this Agreement and Vendor's performance of Services. All records referenced above shall be retained for at least five (5) years after the termination or expiration of this Agreement and shall be subject to inspection and audit by the Board. 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 that 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.

24. License, Implementation, Hosting and Support. [AS MAY BE APPLICABLE WHERE SOFTWARE IS UTILIZED TO PROVIDE THE SERVICES]

24.1. License. Vendor hereby grants to the Board a non-exclusive, worldwide, nontransferable, royalty-free (except for fees specified in the Contract) license to use, through the Term of the Contract, including any Renewal Terms, any software that Vendor may offer as part of its performance of Services under the Contract (collectively "Software"). The Software includes any software and applications, regardless of the means of delivery, updates, bug fixes, patches, operational modifications or corrections, components, equipment, or accessories 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 from whom Vendor has obtained all necessary rights and permissions to sub-license the Software to

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the Board. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software outside of the CPS except as expressly provided herein. The Board shall not copy or knowingly permit the copying by any third party of the Software (other than for a reasonable number of back-up copies) or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Software except as permitted under this Contract. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Software without the prior written consent of Vendor.

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

24.3. Licensed Users. Vendor shall provide a username and password 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. Unless specifically stated in the Contract, 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, unless specifically stated otherwise in this Contract. Unless specifically stated otherwise, a Licensed User may continue to use the License throughout the Term or any Renewal Term of this Contract, regardless of any transfer to any other CPS school during that Term.

24.4. Implementation of the Software. Where applicable or necessary, Vendor shall provide installation, configuration, and implementation services for any software or applications provided under the Contract, regardless of the medium used for its delivery (collectively referred to as "Software"), so that it is accessible through the Board's computers and other compatible devices. (For the purposes of the Contract, Software may be considered to be included in the terms "Products" and "Services" where appropriate as determined by the Board.)

24.5. Software Maintenance and Support. As applicable, Vendor shall be solely responsible for maintenance and support services to the Board for any Software purchased or used as part of the Services as more fully described in the Contract.

24.6. Hosting Services. As part of the Services provided pursuant to the Contract, as applicable, Vendor shall host the Software on servers, hardware, components and equipment (collectively "Infrastructure") that Vendor shall provide at its own cost (collectively, the "Hosting Services"). The Infrastructure shall be located within the continental United States. Vendor is expected to provide ample storage and processing power within its Infrastructure and maintain it to assure the continued operation of the Software and Services and to take such action as may be necessary (at Vendor's own expense) to assure the continued performance according to the parties' general expectations under the terms of the Contract. This may include but is not limited to: an adequate disaster recovery plan; backup Infrastructure; secure connections between the Board Resources and the Infrastructure; and security controls and procedures to prevent unauthorized access to the Software and Infrastructure, which includes segregating or partitioning the Infrastructure from other unauthorized hardware and/or other devices. The Hosting Services shall be included in the term "Services" as that term is defined and used herein.

24.7. 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 fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the "Board Resources"). At all times, Vendor must cooperate and work as requested with the other service

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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.

In the event of any dispute between the parties as to whether a particular services or function falls within the Scope of Services to be provided by the Board's third-party service providers (or by the Board itself), or within the Scope of Services to be provided by Vendor, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Vendor's work, as set forth in the Contract, and it more reasonably would be associated with the scope of Vendor's work than with the scope of the services to be provided by such other service providers. 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 Contract 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.

24.8. Software Warranties and Representations. For any Software that may be supplied or licensed to the Board or otherwise used in performance of the Services, Vendor represents and warrants that the following shall be true and correct as of the effective date of the Contract and shall continue to be true and correct during the Term of the Contract and any Renewal Terms:

A. Assignment of Warranties. Vendor will assign to the Board any warranties concerning the Software from the manufacturer to the Board as applicable.

B. Compatibility. The Software is compatible with and shall support implementation and full utilization as set forth in the Scope of Services.

C. Documentation Warranty. The documentation provided to the Board concerning the Software ("Documentation") shall be kept current with the upgrades of the Software.

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D. Title Warranty. Vendor has the lawful right, power, and authority to license the Software.

E. Software Performance. The Software shall perform the functions described in the Documentation on any hardware/operating system combination on which Vendor has indicated that such Software shall perform such functions. Vendor shall correct any failure of the Software to perform in accordance with the Documentation within five (5) business days.

F. Free of Defect Media Warranty. The tapes, diskettes, flash drives, and CD-ROM and other media on which the Software is furnished shall be free from defects in materials and workmanship under normal use for 90 days.

G. Free of Computer Viruses. Vendor will use commercially reasonable best efforts to ensure that the Services, including but not limited to any Software used in the performance of the Services, are free and do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms rootkits, keyloggers, redirectors, or other computer viruses into the Board's network, systems, and computers. Vendor will also maintain a master copy of the appropriate versions of the Software, free of computer malware, if applicable.

H. Not Alter Program. Vendor will not, directly or through a third party, knowingly remove, alter, change or interface with the Software for the purpose or preventing the Board from utilizing the Software.

I. No Disabling Code. Vendor will not knowingly cause any disabling code to be incorporated into the Software.

J. Enhancement Warranty. Any enhancements shall perform as described in the Documentation.

K. Software Customization. Any customizations of the Software shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party. In addition, Vendor hereby represents and warrants that any Software application customized shall meet the specifications as provided in the Contract. If the Board notifies Vendor, or Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties, the Vendor shall, at its own expense, promptly correct such non-performance, error or defect, but in no event later than 30 days after notification by the Board. Any repair or replacement of Software or Services or portions thereof will be additionally and automatically warranted therein.

L. Survival. The warranties and representations set forth above shall survive the expiration or earlier termination of this Contract.

25. Remote Services and In-Person Services, Including During Full/Partial/Hybrid Closure: Additional Restrictions and Requirements [As Applicable].

25.1. Vendor shall only provide remote Services as set forth in the Scope of Services; in compliance with the CPS Acceptable Use Policy, Vendor Policy found at <https://cps.edu/AcceptableUsePolicy/Pages/vendorPolicy.aspx>, as may be amended ("Vendor AUP"); and in compliance with Vendor's tier designation assigned by the CPS Department of Procurement. Vendor represents and warrants that:

A. Vendor has submitted the CPS Vendor Tier Attestation Form executed by an authorized signatory of Vendor.

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B. Vendor will comply with all Vendor AUP requirements and restrictions.

C. Vendor has been notified by email that it has received a tier designation from the CPS Procurement Department and that Vendor and each of its employees, agents, volunteers or subcontractors who provide Services shall not have any contact or engagement outside of Vendor's assigned tier designation.

D. Vendor's account manager and all staff, subcontractors and volunteers have completed the "Vendor Tier Training for Remote Learning Period" ("**Training**") which outlines the types of permitted contact that vendors may have with CPS staff, CPS families, and CPS students based on Vendor's tier status assigned by the CPS Procurement Department.

25.2. 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.

26. Chicago's Minimum Wage Requirements: In the performance of this Contract, Vendor must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: https://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf. The Board's Resolution may be downloaded from the Chicago Public School's website at: http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf. 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 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.

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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 this 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.

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.

27. 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. 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.

28. 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 Contract, including without limitation, the indemnification provisions contained in the Contract.

29. 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 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 Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 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.; and the Chicago Human Rights

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Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, 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.

30. 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 Contract or as an inducement for the acceptance of the Contract. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.

31. Entire Agreement and Amendment: This 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 this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both authorized representatives of both parties hereto and the Board's General Counsel. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

32. Freedom of Information Act: Vendor acknowledges that this Agreement and all documents submitted to the Board related to this Agreement 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 this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Agreement shall be posted on the Board's website at www.cps.edu.

33. 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 this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

34. Conflict of Interest: This 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.

35. 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 this Agreement as fully set forth herein.

36. 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 this 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 this Agreement as fully set forth herein.

37. Inspector General: Each party to this 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.

38. 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.

39. Survival/Severability: All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or the termination of this Agreement for any reason. If

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any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent 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.

40. Joint and Several Liability: In the event that Vendor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof, then and 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 individual or other legal entity.

41. Counterparts and Electronic Signatures: This 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 electronic means shall be considered binding for both parties.

42. 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 Contract. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by Vendor. Even if a CPS staff or Board user agrees to any agreement or license contained or referenced in the Products or Services or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Vendor acknowledges and agrees that the terms and conditions of the Contract represent the entire agreement of the parties for the Products and Services. No additional terms or conditions shall apply to the Board unless a written amendment to the Contract is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

43. Principal's Right to Direct. The principal at each school shall have the authority, to the maximum extent possible, to direct Vendor and its subcontractors when performing the Services on the school site.

44. 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. The warranties contained in this Section will continue for the duration of the Contract ("**Warranty Period**") after acceptance of the deliverables, in writing, by 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, but in no event later than thirty (30) days after notification by the Board. Any repair or replacement of deliverables or portions thereof will be additionally and automatically warranted therein. All warranties will survive inspection, acceptance and payment.

45. 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).

46. 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.

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47. Removal and Reassignment. Vendor agrees to remove any of its staff or subcontractor's staff from performing Services if the Board, in its sole discretion, believes that such individual 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. Vendor shall have a transition plan for all key personnel on this account. In the event of removal, reassignment or departure, Vendor will provide transitional coverage of any Key Personnel within five (5) business days and will have new personnel fully in place within sixty (60) days.

48. Subcontractor Employee Screening and Monitoring Process. If the awarded Vendor plans to subcontract the Services outlined in the Contract to a third party, Vendor must submit its subcontractor's employee screening and monitoring process for Board approval prior to final contract approval.

49. 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 Contract 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.

50. 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 Contract if: (a) such agencies are authorized, by law or their governing bodies, to execute such purchases; (b) such authorization is allowed by the Board of Education's CPO; and (c) 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 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.

51. Transitions.

50.1. Transition at Effective Date of Contract. Upon commencement of the Contract, Vendor shall familiarize itself with and prepare to transition to Board's existing programs and current System requirements and procedures that are pertinent to Vendor's programs and performance of Vendor's Services. Vendor shall familiarize itself with ongoing Office of School Safety and Security program activities, facilities, operations, equipment, materials, supplies, and other such matters that may be pertinent to the performance of Vendor's Services. Vendor shall perform in accordance with the Implementation/Management Plan proposed by Vendor as approved by Board.

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.

50.2. Transition at Termination/Expiration of Contract. Upon expiration or early termination of this Contract, 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 Vendor"), without material impact on the Services or any other services provided by third parties. Vendor shall provide Board and New Vendor 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 or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition. Vendor shall provide any

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additional transition services as Board requests in writing for a period of up to one year after the termination or expiration of this Contract, on a time and materials basis, at a rate to be mutually agreed between Board and Vendor.

52. Technical Information. Prior to the execution of this Contract, Vendor shall supply CPS's Department of Information and Technology Services ("ITS") and Office of School Safety and Security with information regarding its Products (including without limitation any Software), including but not limited to the security and technical environment (collectively "Technical Information"). 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 Contract, 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.

53. 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 Contract.

54. 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 uninterrupted delivery of Services and Products to the Board in accordance with the terms of the Contract, 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 Contract. Any alternative delivery methods utilized under this section shall be approved by a representative designated by the Board.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

Breakthrough Urban Ministries, Inc.


DocuSigned by:

By: 68F0875FFDFE456...
Patricia Hernandez
Acting Chief Procurement Officer.

DocuSigned by:

By: FFF7D1722188481...
Name: Yolanda Fields
Title: Executive Director
Date: October 5, 2022 | 3:10:20 PM CDT

Board Report No: 22-0622-RS4

Approved as to legal form:   

DocuSigned by:

571EC59C33144C5...
Joseph Moriarty, General Counsel

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Cost Proposal
- Exhibit C: Scope of Student Data Collected
- Exhibit D: Service Level Agreement

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EXHIBIT A

**Scope of Services
Breakthrough Urban Ministries, Inc.**

Name of Project: Ultra High Needs Intervention Program

CPS Project Manager: Toni Copeland **Phone:** (773) 553-3043 **Email:** tcopeland@cps.edu

Vendor's Project Manager: Yolanda Fields **Phone:** (773) 722-1144
Email: yfields@breakthrough.org

Period of Performance: July 1, 2022 - June 30, 2023

This Scope of Services shall be conducted pursuant to the terms and conditions of the Services Agreement ("**Agreement**") dated July 1, 2022 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 Breakthrough Urban Ministries, Inc. ("**Vendor**" or "**Vendor**"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions contained in the body of the Agreement and those in the Scope of Services, the terms in the body of the Agreement shall supersede and prevail.

The Vendor will work with disconnected youth to help them successfully re-engage through participation in highly intensive wrap-around programming. The Vendor will also help to keep youth safe as they prepare for their reconnection to a CPS school or an education completion program.

Vendor will deliver services that encompasses an end-to-end approach including: outreach, mental and behavioral health assessment, clinical therapy, intervention services, personalized goal setting/achievement, guided transition to educational re-connection, job readiness - soft skills training, transitional jobs and permanent employment placement. The goal of the Vendor will be to engage disconnected youth and meet them "where they are" in their homes and communities, understanding that this may be fairly difficult as this population of youth have been disconnected from school and will require intensive and relentless engagement to locate and connect with. Street-level outreach work will be completed by coaches using the following recruitment streams:

- A comprehensive leads list provided by the University of Chicago Crime Lab listing students who meet the disengagement criteria such as; disengagement from school for 18+ months, victimization rates, and other demographic identifiers
- Leads from the CPD related data and the juvenile justice/courts system
- CPS attendance and truancy data
- Connections with communities and community based systems

Vendor will deliver direct services in addition to linkages to other services and community resources aimed to give youth the necessary behavioral health support to connect them back to their school community.

In addition, this program will implement a wrap-around process to work with high-risk - high-needs youth in the least restrictive environment, making youth feel safer in their communities through re-engagement, and less susceptible to becoming victims of violence. Key to the program each provider will offer behavioral health supports that will help youth as they acquire the tools necessary to reenter the district and safely engage in their communities.

Supports include:

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- Mental health assessment to gather information and determine levels of support and develop individualized plans
- Intervention services for further assessment, individual supports, crisis intervention and exposure to enrollment into support services
- Clinical supports and social economic connection to address family related issues, instances of anxiety, depression and other issues resulting from exposure to violence
- Immediate and ongoing case management through coaching and mentoring supports, administered through a trauma informed lens to help youth address trauma, complex issues, barriers to education, and mental health.

Another key component of programming will include soft skills training, workforce development and job placement. For 12 weeks of the Ultra High Needs Program, youth will participate in a paid skills development training that will help them to transition from supported work into independent permeate job positions. Youth will receive a skill building curriculum that will include; resume/cover letter writing, learning about professional workplace attire, understanding the power of networking and relationship building. In addition, youth will receive assistance with diploma completion and college, career and in some cases GED prep/acquisition to fulfill the goal of re-engaging in an educational solution.

The program will also seek to support not only the disconnected youth but also their immediate family. Realizing that this approach must be holistic, Vendor will offer family based support, connection to other agencies, resources and clinical services to entire families where needed. Prior to the discharge of each client, Vendor will develop a family support plan to help strengthen the youths home environment preparing them to implement the skills learned independently, and successfully reconnect to school with the goal of completing their education and having a lasting change.

The Ultra High Needs Intervention cohort duration will be 9 month - 1 year program with participant discharge in May 2023.

Objectives

Ultra High Needs Intervention goals must be met with the overall objective of reconnecting youth with the following risk factors included but not limited to:

- a. Disconnection from a district or Options school for 12-18+months
- b. Previous history of chronic absenteeism/not currently enrolled for the 2021-2022 school year/expulsion from school
- c. Involvement in the Juvenile Justice System
- d. Other risk factors as identified by the University of Chicago Crime and Education Lab

Vendor will objectively:

1. On board and staff team members, clinicians who can support targeted cohorts, have knowledge of their assigned community, have the ability to connect with disengaged youth
2. Connect with disconnected youth who have identified as having high-risk factors making them more susceptible to becoming victims of violence or becoming involved with the justice system
3. Implement a connection plan, perform relentless re-engagement, individual assessment, personalized service delivery, provide mentoring, therapy, jobs connection services/placement and ongoing case management
4. Successfully re-connect and transition youth back into a CPS or Options School
5. Perform client information and data collection, analysis and tracking for disconnected you and program KPI's to determine program effectiveness. KPI's which includes:
 - i. Program attendance rates of participating clients
 - ii. Monthly program retention rate
 - iii. Re-engagement rates i.e., The number of clients re-engaged (returned to school).
 - iv. Victimization rates

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- v. Retention and attendance rates upon return to the school district

Roles and Responsibilities

The role of the Vendor will be to engage disconnected youth in their homes and communities, relentless engagement to locate and connect with clients in order to provide intensive support services and therapy with the ultimate goal of partnering with CPS to transition youth back into an educational environment.

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EXHIBIT B

COST PROPOSAL

Breakthrough

Intervention Services for Youth in High-Risk Situations

SPEC NO. 22-135

Base number of clients served	100
Proposed Service Area	
<i>Please provide proposal for each Service Area</i>	
(1) Englewood	
(2) West Garfield Park	
(3) Little Village	
(4) Roseland	
(5) Austin	
(6) North Lawndale	
(7) Humboldt Park	
(8) East Garfield	100
(9) Auburn Gresham	
(10) Greater Grand Crossing	
(11) West Englewood	
(12) South Shore	
(13) New City	
(14) Chicago Lawn	
(15) West Pullman	
(16) South Lawndale	

Expense	Base Cost Per Youth	Total Cost (Based Cost *# of clients served)
Total Personnel	8200	820000
Fringe Benefits	2120	212000
Direct Assistance to Youth	400	40000
Fixed Expenses	480	48000
One Time Expenses	160	16000
Indirect Expenses	1800	180000
Youth Wages 12-week Skill Development (\$250 weekly stipend)	3000	300000
Transportation	1040	104000

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Family Supports	800	80000
Grand Total	\$ 18,000.00	\$ 1,800,000.00

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Exhibit C

Approved Scope of Student Data Collected

This Approved Scope of Student Data Collected ("**Scope**") will be conducted pursuant to the terms and conditions of the Services Agreement ("**Agreement**") by and between the Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"), and Breakthrough Urban Ministries, Inc. (the "**Vendor**"). Defined terms used in this Scope will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Scope and the Agreement, the Agreement shall govern and control.

Part I - Student Data Shared by CPS Required and Student Data Usage: Vendors, identify which of the Category I points of Student Data will be required to provide the Services pursuant to this Agreement, follow the prompts below, and provide the appropriate response as required.

- Student Data Category I: First Name; Last Name; Student Email Address; Grade; Classroom; Teacher, School, Language, and Age.

<u>Student Data Required:</u> The Vendor requires the following Student Data elements necessary to provide the Products and/or Services under this Agreement:	<u>Student Data Usage:</u> Description of each Student Data element will be used to provide Products and/or Services under this Agreement:	<u>Approved for Product/Service:</u> The Student Data elements will apply to the following Products/Services:
First Name	Data required to address student in engagement, create and identify student record	Intervention services, behavioral health services, personalized goal setting/achievement, guided transition to educational re-connection, job readiness - soft skills training, transitional jobs and permanent employment placement
Last Name	Data required to address student in engagement, create and identify student record	Intervention services, behavioral health services, personalized goal setting/achievement, guided transition to educational re-connection, job readiness - soft skills training, transitional jobs and permanent employment placement
Age	Data required to provide appropriate services, create and identify student record	Intervention services, behavioral health services, personalized goal setting/achievement, guided transition to educational re-connection, job readiness - soft skills training, transitional jobs and permanent employment placement
Grade	Data required to provide appropriate	Intervention services, behavioral

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Part II - Data Collected from Students: Vendors, identify what data is collected, gathered, stored, or maintained from users by the platforms used to provide the Services under this Agreement.

<u>Data Collected</u>	<u>Reasons for Collection</u>	<u>Where that Data is Stored</u> (optional-not required under SOPPA)
Demographic information-name, age, address, phone, gender, parent name, last school attended, behavior health and youth risk assessments	To help disconnected youth to successfully re-engage to CPS, build self-advocacy, increase pro social behaviors, and positive integration into community through participation in highly intensive wrap-around programming that include access to credit recovery, life coaching, behavior assessments and risk surveys	Salesforce

Part III - Deliverables: The Vendor will configure their Approved Product(s)/Services so the exchange of student and staff information is automatically integrated using One-Roster, Clever, Google SSO, or via a scheduled Secure File Transfer (sFTP). Vendor must overwrite or disable any unapproved student data elements for the aforementioned Approved Product. The Vendor will use the approved Student Data elements exchanged via automatic integration in order to provide the following Products and/or Services:

<p>Deliverables</p> <p>Maintain student contact information and enrollment status</p>	<p>Data Scheme for the platform:</p> <p>Google Sheet with Student Data shared by CPS with Breakthrough. Data is encrypted in transit and at rest.</p> <p>Method and frequency of Data Exchange (Clever, One Roster, sFTP, API): Google authentication, document updated at least weekly.</p> <p>Any additional Products and/or Services: none</p>
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Part IV - Disclosure of Covered Information: List of entities to which Vendor discloses Covered Information, and for what purpose it discloses the Covered Information.

Disclosure	Entity Name	Covered Information Disclosed	Purpose for Disclosure

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Part IV - Disclosure of Covered Information: List of entities to which Vendor discloses Covered Information, and for what purpose it discloses the Covered Information.

Disclosure	Entity Name	Covered Information Disclosed	Purpose for Disclosure
None	N/A	N/A	N/A

Part V - Link to Vendor's Website. Pursuant to the Covered Information Access Listing subsection of the Agreement, Vendor shall maintain a current list of current Subcontractors or third party affiliates to which Covered Information may, has been, or will be disclosed at the following website:

<https://breakthrough.org/privacy-policy-2/>

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

EXHIBIT D

**Service Level Agreement
Breakthrough Urban Ministries, Inc.**

- A. Preamble: Breakthrough Urban Ministries, Inc. (“the Vendor”) proposes to enter into a Service Level Agreement (SLA) with the Board of Education of the City of Chicago (“the Board”) for a 9- to 12-month contract term anticipated to begin on June 15, 2022, to provide Intervention Service for Youth in High Risk Situations in response to Specification No. 22-135. The Vendor will provide the following Scope of Services:
- a. Connect with individuals who have identified with having high-risk factors identified as making them more susceptible to becoming victims of violence or becoming involved with the justice system.
 - b. Implement a recruiting plan, perform relentless re-engagement, individual assessment, personalized service delivery and ongoing case management.
 - c. Provide twelve (12) weeks of paid skills development training/jobs programming to participating youth.
 - d. Monitor Key Performance Indicators (“KPIs”) to measure effectiveness of the program.
- B. Performance: The Vendor will monitor performance on the following suggested service level components for the duration of the contract. A target measure for performance is listed for each component. The Vendor uses an evaluation framework based on continuous quality improvement (QI) and a customer relationship management (CRM) database to collect and analyze data. In-progress outcomes are reported on a monthly basis and the Vendor will make mid-course adjustments if the expected levels of performance are not met. The Vendor will advise the Board of significant challenges and work with the Board to improve performance.
- a. Total number of clients engaged
 - i. Minimum 100
 - b. Attendance rates of participating clients
 - i. Minimum 60%, Target 75%
 - c. Monthly program retention rate i.e., how many active, engaged clients continue and participate in the program each month?
 - i. Minimum 60%, Target 75%
 - d. Re-engagement rates i.e., How many clients re-engaged (returned to school)?
 - i. Target 75%
- C. Guarantee: In acceptance of this agreement, the Vendor is providing a guarantee for Services rendered for the duration of the contract term. The Vendor guarantees timely compliance with program and financial reporting requirements. The Vendor will notify the Board immediately of any conditions which may affect this guarantee. Examples of unacceptable conditions include inadequate staffing and failure to communicate with the Board, the University of Chicago Education Labs (“UCEL”) and other program partners. The Vendor will make a good faith effort to resolve unacceptable conditions by establishing a remediation plan with specific expectations and deadlines to be reevaluated in the event that Services continue to be negatively impacted.
- D. Relief: The SLA shall provide a complete description of the relief for breach of guarantee befitting the Services which were delivered and which are suitable in measure and kind to provide an incentive for successful Service delivery and proportional to the extent of breach and impact of breach to the Board. The system of relief may be as an account where debits are incurred for breach of performance. At the end of each calendar interval, monthly or quarterly, a tally is made of the account. Any balance shall be converted to liquidated damages or additional Services or credits to the Board at no additional cost. Any liquidated damages may be assessed as set forth in the preceding sentence, such as a percentage credit or offset applied to invoices for key performance indicators that are not timely met. Such sums may be assessed as liquidated

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

damages (and not as a penalty) in order to compensate the Board for its administrative costs relating to such delay, recognizing that the amount of such administrative costs may be difficult to quantify.

- E. Monitoring and Evaluation of the Services: The Vendor shall assist the Board in monitoring and evaluating the performance of the Services throughout the life of the Contract. In this regard, the Vendor shall:
- a. Contact Board's designated representative immediately when the Vendor identifies a problem or concern regarding the rendering of Services and to discuss that problem or concern and steps necessary to correct it. If the Board identifies a problem or concern regarding the Services, the Vendor shall meet with the Board at the Board's request to resolve the problem or concern.
 - b. Meet at least four (4) times with the departments designated by the Board to share experiences and ideas.