

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

SERVICES AGREEMENT
(H.O.P.E In The Hood, Inc.)

This SERVICES AGREEMENT (the "Agreement") is entered into as of April 5, 2021 (the "**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, with offices located at 42 West Madison Street, Chicago, Illinois 60602 (the "**Board**" or "**CPS**") and H.O.P.E In The Hood, Inc., with a principal address of 100 West 113th Street, Chicago, Illinois 60628 ("**Provider**"). The Board and the Provider are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The Board posted an Emergency Chief Procurement Officer Request for Quotes on Bonfire (Reference ID: 21-008, "CPOR") seeking proposals for emergency services to support high school students from high-risk situations by providing quality after-school in-person programs that promote consistent and positive relationships with adults; intentional focus on youth voice and choice; dedicated organizational focus on high-quality program implementation; and the creation of activities that support the school's programming that build students' skills across social emotional, enrichment, and life skill domains, as more particularly described in the CPOR and in this Agreement;
- B. The Provider responded to the CPOR and, on the basis of Provider's representation that it has the requisite knowledge skill, experience and resources necessary to perform such services, Provider was subsequently selected as a provider of after-school programming services, as detailed in this Agreement;
- C. The Board and the Provider wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services will be provided and furnished by Provider.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

- 1. Incorporation of Recitals: The foregoing recitals are incorporated into and made a part of this Agreement by this reference.
- 2. Term: This Agreement is for a term commencing on April 5, 2021 through June 30, 2021 (the "Term"), unless terminated sooner as provided herein. The Board shall have two (2) options to renew the Agreement for periods of twelve (12) months each under the same terms and conditions as the original Agreement (each a "Renewal Term").
- 3. Scope of Services.
 - 3.1 Scope of Services: The Provider agrees to provide the services set forth in Exhibit A to this Agreement and in accordance with the terms and conditions of this Agreement. "Services" means the services, deliverables, materials, duties, and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. All Services provided under this Agreement shall be limited to CPS students age 5 and older.

The Board retains final authority with respect to all Services-related decisions. The Board, from time to time, may request changes in the scope of Services. Those changes, including any increase or decrease in the Provider's fees, shall be documented by a written amendment to this Agreement signed by both Parties.

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No Services shall be performed by Provider until: (i) Provider has complied with all of the vendor requirements mandated by the CPS Department of Procurement; and (ii) Provider has received an active vendor number (the "Vendor Number"). More information can be found on the CPS Department of Procurement website:

<http://cps.edu/procurement/Pages/procurement.aspx>.

3.2 Additional Restrictions and Requirements: Remote Services, Tier Designation, In-Person Services.

- a. Provider shall only provide remote Services: as set forth on Exhibit A and approved by the Program Manager ("Program Manager"); 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 and Provider's tier designation assigned by the CPS Department of Procurement. Provider represents and warrants that:
 1. Provider has submitted the CPS Vendor Tier Attestation Form executed by an authorized signatory of Provider;
 2. Provider will comply with all Vendor AUP requirements and restrictions.
 3. Provider has been notified by email that it has received a tier designation from the CPS Procurement Department and that Provider and each of its employees, agents, volunteers or subcontractors who provide Services shall not have any contact or engagement outside of Provider's assigned tier designation
 4. Provider'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 Provider's tier status assigned by the CPS Procurement Department.
- b. Provider shall only provide in-person Services at any time during the Term, including during full or partial/hybrid closure of CPS schools due to COVID-19: (1) as set forth on Exhibit A and as expressly approved through schools as approved by the School Principal and Program Manager; (2) in compliance with all policies, guidelines, requirements and protocol regarding health, safety and COVID-19 of the Chicago Department of Public Health ("CDPH"); (3) 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.

3.3 Restrictions:

- a) No Home Visitations: No Provider Staff shall visit the home residence of any CPS student to provide Services under this Agreement.
- b) No Student Transport: Neither Provider, nor any of its Staff shall transport any CPS student in private vehicles. All transportation must be through a Board approved transportation provider in coordination with the School Principal and in compliance with the Board's Student Travel Policy (10-0526-PO1), and, in each case, such travel must be approved by the parent/guardian of each participating student in writing.
- c) Communications with Students: Any direct communication between Provider's Staff and any CPS student must be conducted on Provider-owned/contracted networks only, whether e-mail, text messaging, telephone, or Internet communications and in compliance with the Board's Vendor AUP. Provider's Staff shall not use personal computers and/or personal electronic devices to provide Services under this Agreement. Provider and its Staff must

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promptly provide all data or records related to CPS student communications with Provider or its Staff that may be requested by the Board from time to time. Provider agrees that the Board shall have an express right to review and receive copies of all such communication upon request.

- 3.4 Nutrition Education and Physical Activity/Fitness Partner Process: If as part of its Services the Provider will offer food, nutrition, or physical activity or fitness Services, then the Provider first must complete the Board's Food and Fitness Partner Process through the CPS Office of Student Health and Wellness. The Provider must submit an application to the Office of Student Health and Wellness. The Provider will be required to submit written materials and curriculum to be vetted by a materials review committee and thereafter the Provider must report twice each school year to the Office of Student Health and Wellness regarding the capacity and frequency of the Provider's programming.
- 3.5 Data Entry and Reporting: The Provider agrees to provide to the Board such information regarding its Services as the Board may require from time to time and Provider agrees to comply with the requirements set forth in Exhibit B which is attached hereto and incorporated herein. The Provider may have limited access to, and shall be required to use with respect to reporting Services-related data, a software system designated by the Board for that purpose (the "Designated Data Reporting System"), which shall be subject to the approval of the Board's Program Manager for Student Support and Engagement (see Exhibit B). In the event Provider is granted access to a Designated Data Reporting System, the Board will share the data listed in Exhibit B for the purpose ("Purpose") of Provider providing program and participation information, including student participant rosters, to the Board. The Provider must limit use of the Designated Data Reporting System strictly to employees who receive CPS' prior written permission for use of that system. If directed by the Board, the Provider must designate by name one or more members of its staff to participate in required CPS training regarding the Designated Data Reporting System, which may be an in-person or online training module. The Board may set a schedule by which the Provider's data entry and submission must be required. The Provider's data submittals must be accurate and complete, and time is of the essence for all submittals. The Provider's failure to provide submittals that are accurate, complete, and timely shall constitute an Event of Default and, in addition to all remedies otherwise available to the Board under this Agreement, the Board shall be entitled to withhold any payments that may be due hereunder until the Provider cures every Event of Default, including without limitation correction of incorrect data and submission of missing data.

The Provider will be entitled to access only its own data in the Board's Designated Data Reporting System —as provided by the Board's general standards for use by third-party providers of the Board's Designated Data Reporting System—but solely for the purposes of providing the Services hereunder. The Provider, as an entity, will be given login access only for the CPS School in which Services are being rendered.

If a login is required to access the Board's Designated Data Reporting System, the Provider will be provided with an administrator account to manage the Provider's data entry for the Services rendered. That login will be for the administrator and may not be used by line staff entering data.

If a login is required to access the Board's Designated Data Reporting System, each member of the Provider's Staff who will be responsible for, and authorized to undertake, data entry will have a unique password and login. The Provider must provide the Board with a list of responsible and authorized Staff to obtain access to the Designated Data Reporting System.

The Provider must restrict access to the CPS School to which the Provider is providing Services. The Provider also must take all steps and processes necessary, in the event a member of its Staff is terminated or otherwise leaves its employment, to protect the login

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usernames and passwords to the Designated Data Reporting System that may have been issued.

- 3.6 Survival: The provisions of this Section 3 shall survive the expiration or termination of this Agreement.

4. Compensation, Purchase Order, Billing and Payment Procedures.

- 4.1 Compensation. Provider shall be paid in accordance with the fees and costs set forth in Exhibit A. The maximum compensation payable to Provider for the Term of this Agreement shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("Maximum Compensation Amount"). 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 and Products provided during the Term of this Agreement, and the Board shall not be obligated to pay for any Services and/or Products 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 Provider shall promptly refund to the Board any payments received for Products and Services and other deliverables not provided. For the avoidance of doubt, any multi-year licenses or other subscriptions purchased for Products are non-refundable under this Section.
- 4.2 Purchase Order. Any purchases by the Board of Services covered by this Agreement will be completed by submitting an order on the Board's Standard Purchase Order Form ("PO"). The terms and conditions found on the PO shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Agreement. Under no circumstances shall Provider provide any Services without a valid PO.
- 4.3 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 Provider's name and the CPS Purchase Order number. All invoices must include:
- Provider name and payment address
 - Unique invoice number (determined by Provider)
 - 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
 - Detail 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 Provider 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.

5. Standards of Performance: The Provider must perform all Services required of it under this Agreement with that degree of skill, care, and diligence normally shown by a Provider performing services of a scope, purpose, and magnitude comparable with the nature of the Services to be provided under this Agreement. The Provider 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, the Provider agrees to be held to the standard of care of a fiduciary with respect to that information. Any review, approval, acceptance of Services or deliverables, or payment by the Board for any Services does not relieve the Provider of its responsibility for the professional skill and care and technical accuracy of its Services and deliverables. This provision in no way limits the Board's rights against the Provider under this Agreement, at law or in equity.

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The Board has retained the Provider because of the Provider's expertise and that of its professional staff. The members of the Provider's staff must be qualified to perform their respective duties. The Provider must cause its staff to devote such time, attention, skill, knowledge, and professional ability as necessary to effectively and efficiently fulfill the Provider's obligations under this Agreement. In addition, the Provider must use strategies, practices, and processes that are supported and recommended in the field. As directed by the school administrator or Board Project Manager, the Provider must implement District-recommended evidence-based programs and practices.

6. Personnel: The Provider must assign and maintain during the Term of this Agreement, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. For the avoidance of doubt, all volunteers of Provider shall be considered agents of Provider and subject to the same requirements hereunder as Provider's paid employees and subcontractors. If the Board determines, in its sole discretion, that any volunteer, employee, subcontractor, or other person providing Services hereunder for the Provider is not performing in accordance with the performance standards or other requirements of this Agreement, then the Board shall have the right to direct the Provider to remove that person from performing Services under this Agreement. Provider further agrees that it shall bear any costs associated with the removal of such persons.
7. 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 the Provider 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. Payments for Services completed to the date of notification shall be made to the Provider except that no payment shall be made or due to the Provider under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.
8. Termination, Suspension of Services, Events of Default, Remedies and Turnover of Documents:
 - 8.1 Early Termination: The Board may terminate the Agreement in whole or in part, without cause, at any time, by a notice in writing from the Board to Provider in accordance with the notice provisions herein. The effective date of termination shall be the date stated in the notice.

After notice is received, Provider must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. Provider must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of the Agreement. Provider shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Provider or the Board.
 - 8.2 Suspension of Services. The Board may suspend Services in whole or in part at any time, by a notice in writing from the Board to Provider in accordance with the notice provisions herein. The effective date of suspension shall be the date stated in the notice. Provider shall promptly resume performance of 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 Provider.
 - 8.3 Provider's Events of Default. Events of default ("**Events of Default**") include, but are not limited to, the following:
 - a) Any action or failure to act by Provider which affects the safety and/or welfare of students, School staff or Board staff;
 - b) Any material misrepresentation by Provider in the inducement or the performance of this Agreement;
 - c) Breach of any term, condition, representation or warranty made by Provider in this

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Agreement;

- d) Failure of Provider to perform any of its obligations under this Agreement, including, but not limited to, the following:
 - i) Failure to timely perform any portion of the Services in the manner specified herein;
 - ii) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - iii) 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;
 - iv) Discontinuance of the Services for reasons within Provider's reasonable control;
 - v) Failure to use properly certified/licensed staff; or
 - vi) 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.
- e) Default by Provider under any other agreement Provider may presently have or may enter into with the Board; and
- f) Assignment by Provider for the benefit of creditors or consent by Provider to the appointment of a trustee or receiver or the filing by or against Provider of any petition or proceeding under any bankruptcy, insolvency or similar law.

8.4 Remedies. The Board in its sole discretion may declare the Provider in default if the Provider commits an Event of Default. The Board's Chief Procurement Officer ("CPO") may in her/his sole discretion give the Provider an opportunity to cure the default within a certain period of time (the "Cure Period"). The CPS shall give the Provider 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 CPO may give a Default Notice after a Cure Notice if the Provider fails to effect a cure within the Cure Period given in the Cure Notice.

A written Default Notice shall be final and effective termination of the Agreement, in whole or in part as specified by the Board, upon Provider's receipt of such notice or on the date set forth in the notice, whichever is later. When a Default Notice is given, Provider must discontinue all Services, unless otherwise directed in the notice, and 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) 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.
- b) Seek specific performance, an injunction or any other appropriate equitable remedy.
- c) Receive from Provider any and all damages incurred as a result or in consequence of an Event of Default.
- d) Money damages.
- e) Deem Provider non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Provider pursuant to the Board's Debarment Policy (19-0626-PO1), as may be amended from time to time.

The Board may elect not to declare Provider in default or to terminate this Agreement. If the CPO decides not to terminate, then he/she may decide at any time thereafter to terminate this Agreement in a subsequent Default Notice. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Provider to continue to provide the Services despite one or more Events of Default, Provider shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board

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waive or relinquish any of its rights under this Agreement, at law, equity or 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.

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 the occurrence of any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate 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 to the Early Termination Section above.

8.5 Turnover of Documents and Records. Upon demand of the Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Provider shall turn over to the Board or its designee within ten (10) 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 this Agreement or the performance or furnishing of Services, except that Provider may keep a copy of such information for its own records.

9. Assignment: This Agreement is binding on the Parties and their successors and assigns. Neither Party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other Party.

10. Confidential Information, Dissemination of Information, Survival.

10.1 Confidential Information. In the performance of the Agreement, Provider, including its staff, volunteers, and agents may have access to or receive certain information that is not generally known to others ("Confidential Information"). Provider acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, business plans, financial data, Student Data (defined below), educational records, employee data, information relating to health records, and other information of a personal nature. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to Provider in the course of the performance of Services under the Agreement. Excluding Student Data, Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Provider; (ii) made available to Provider by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Provider to have been independently developed or obtained by Provider without violating the confidentiality obligations of the Agreement and any other agreements with the Board.

10.2 Use of Confidential Information. Provider 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 need to know the Confidential Information in order to perform the Services set forth in the Agreement. Provider shall not copy or otherwise reproduce the Confidential Information for any purposes outside the terms of the Agreement without the prior written consent of the Board. Provider shall use at least the same standard of care in the protection of Confidential Information as Provider uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. 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

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Educational Rights and Privacy Act ("FERPA"), the Illinois School Student Records Act ("ISSRA") and the Student Online Privacy Protection Act ("SOPPA"). Upon the expiration or termination of the Agreement, Provider shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Board along with all copies thereof in its possession including copies stored in any computer memory or storage medium.

- 10.3 Handling of Confidential Information. Provider shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures that are no less protective as those used to protect Provider's own confidential information. When handling Confidential Information ("Confidential Information"), Provider 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;
 - b. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.;
 - c. Not leave Confidential Information in any medium unsecured and unattended at any time;
 - d. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access;
 - e. Password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive encrypted with an encryption key of no less than 256 bits. Provider 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. Provider 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+. Provider 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 Provider'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. Provider 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. Provider agrees to share its incident response plan upon request.
 - i. Assure that its systems and Services include at least the following safeguards, where

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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 Provider;
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.

- j. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Provider's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Provider 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.

10.4 Dissemination of Information. Other than as specifically allowed under the Agreement, Provider shall not disseminate any Confidential Information and/or any Work Product (as defined below) obtained or developed in performance or delivery of Services and/or materials for the Board to a third party without the prior written consent of an authorized representative of the Board. If Provider is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information and/or Work Product (as defined below) which may be in Provider's possession as a result of Services and/or materials provided under the Agreement, Provider 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. Provider 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.

10.5 Injunctive Relief. In the event of a breach or threatened breach of this Section, Provider 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, Provider 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.

10.6 Unauthorized Access, Use or Disclosure of Confidential Information. If the Provider becomes

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aware of any unauthorized access, use, or disclosure of the Confidential Information, it shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from the Provider receiving notice of the unauthorized access, use, or disclosure of the Confidential Information; (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 require to remedy such unauthorized access, use or disclosure, including if required under any federal or state law, providing notification to the affected persons. Provider shall bear the losses and expenses (including attorneys' fees) associated with a breach of Provider's obligations for the protection and handling of Confidential Information 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. Provider shall include provisions consistent with this Section in contracts with any subcontractors providing any Services under the Agreement.

- 10.7 Return or Destruction of Confidential Information. Provider shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information, including any Work Product (defined below), to the Board within five (5) days of the expiration or termination of this Agreement unless Provider receives permission in writing from the Board's Chief Information Officer or his designee that Provider may retain certain Confidential Information or Work Product for a specific period of time. In the event the Board elects to have Provider destroy the Confidential Information, Provider shall provide an affidavit attesting to such destruction. If any of the above items are lost or damaged while in Provider's possession, such items shall be restored or replaced at Provider's expenses. Upon Provider's submission of its final invoice, Provider shall provide an affidavit attesting to the destruction or return of all Confidential Information. Provider shall delete a specific student's data upon the written request of the Board. If any Board data is lost or damaged while in Provider's possession, such items shall be restored or replaced at the Provider's expense.
- 10.8 Employees, Volunteers, Agents and Subcontractors. Provider agrees to cause its employees, volunteers, agents and subcontractors to undertake the same obligations of confidentiality regarding the handling of Confidential Information as agreed to by Provider in the Agreement.
- 10.9 Student Data. Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, including all information used, created, or generated through the Board's use of any technology including but not limited to any software that is directly related to a CPS student. For purposes of this Agreement, Student Data is Confidential Information; additional requirements regarding Student Data specifically are described below.
- 10.10 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. Provider 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.
- 10.11 Additional Obligations Regarding Treatment of Student Data: In addition to the above stated obligations for the treatment and handling of Confidential Information, Provider shall abide

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by the following obligations when treating and handling Student Data:

- a. Student Data Collection and Use. Provider shall not collect or use Student Data, including persistent unique identifiers, data created or gathered by Provider's site, Services, and technology, for any purpose, including, but not limited to amassing a profile about a CPS student or otherwise identify a CPS student. Provider will collect and use Student Data only for the purpose of fulfilling its duties and delivering Services under this Agreement.
 - b. Marketing and Advertising. Provider shall not advertise or market to students or their parents/legal guardians.
 - c. Student Data Mining. Provider 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 is prohibited.
 - d. 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. This Agreement does not give Provider any rights, implied or otherwise, to Student Data, content, or intellectual property.
 - e. Sale or Trading of Student Data. Provider is prohibited from selling, trading, or otherwise transferring Student Data.
 - f. Use of De-Identified Data. Provider shall not use De-Identified Data for any purpose within Provider's site, other sites, services, or applications owned by Provider for product development, research, or other purposes to develop and improve educational sites, services, or applications.
 - g. Access. Any Student Data held by Provider will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Provider will be documented and access will be logged.
- 10.12 Ownership. Provider agrees that, to the extent permitted by law, any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of the Agreement ("**Work Product**") shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq.* To the extent any Work Product does not qualify as a "work for hire," Provider 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. All Confidential Information, Work Product, and intellectual property developed by, created for, or incorporating information gained from the Services performed under the Agreement, shall at all times be and remain the property of the Board. Provider 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 the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of the Agreement within three (3) business days of demand. In addition, Provider shall return the Board's data in the format requested by the

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Board. If any of the above items are lost or damaged while in Provider's possession, such items shall be restored or replaced at Provider's expense.

- 10.13 Press Releases; Publicity. Provider shall not issue publicity news releases; grant press interviews; use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools during or after the performance of any Services without the prior written consent of the Board's Chief Communications Officer. Furthermore, Provider shall 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 his/her designee.
- 10.14 Survival. The provisions of this Section shall survive the termination or expiration of the Agreement.
11. Background Check. Provider represents and warrants that it shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, 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 provide Services (individually and collectively "Staff") ("Background Check"). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered "contact" for purposes of this Section. Provider shall not allow any Staff to: (1) provide Services until the Board has completed a DNH Check; or (2) have contact with students until Provider has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:
- 11.1 Do Not Hire List. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may provide Services hereunder by checking the Board's "Do Not Hire" ("DNH") records ("DNH Check"). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.
- 11.2 Criminal History Records Check. Provider 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 CPS students through the process established by the Board, including using the Board's contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), 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.) ("Criminal History Records Check"). 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. 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.
- 11.3 Department of Children and Family Services Check. At Provider's cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with

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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 who may have contact with CPS students ("DCFS Check"). Provider 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 provide Services, shall not access a Board facility and shall not have contact with any CPS student hereunder.

- 11.4 With respect to each Background Check, Provider further represents and warrants that Provider 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 and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
 - c. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
 - d. Not allow: (a) any Staff to provide Services until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, 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; and (c) any Staff to provide Services under this Agreement if Provider knows that he/she did not successfully pass a DCFS Check;
 - 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 by Board of the Background Check and its update process; and
 - f. Immediately remove from providing Services and terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.
- 11.5 Allocation of Costs and Liquidated Damages. Provider is obligated to cause the Background Check to be performed for all Staff, and Provider shall be responsible for the costs of such Background Check. Whether or not Provider allocates the costs to its subcontractors shall not affect Provider's obligations in this Section.

If Provider 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 Provider may have or enter into with the Board until Provider 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

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instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Provider's non-compliance with this Section shall constitute a material breach of this Agreement.

12. Representations and Warranties of Provider: The Provider represents and warrants that the following are 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.
 - 12.1 Licensed Professionals: The Provider is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which Provider or its employees, agents, or subcontractors, as applicable, are not appropriately licensed.
 - 12.2 Compliance with Laws: The Provider is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement 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 Illinois Student Records Act, the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Act, the Health Insurance Portability and Accountability Act ("HIPAA"), and any others relating to non-discrimination. Further, the Provider is and shall remain in compliance with all Board policies and rules, including but not limited to all health, safety and COVID-19-policies, guidelines, requirements and protocols as set forth above in Section 3, and tuberculosis testing and warrants that the Provider, and any individual who the Provider assigns to provide Services hereunder, is free from a communicable disease in accordance with 105 ILCS 5/24-5. Board policies and rules are available at <http://www.cps.edu/>.
 - 12.3 Vendor Number and Good Standing: Provider maintains an active CPS Vendor Number through the Term of this Agreement. The Provider is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five-year period immediately preceding the effective date of this Agreement.
 - 12.4 Authorization: If the Provider is an entity other than a sole proprietorship, the Provider represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of the Provider is duly authorized by the Provider and has been made with complete and full authority to commit the Provider to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Provider.
 - 12.5 Financially Solvent: The Provider 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 this Agreement.
 - 12.6 Gratuities: No payment, gratuity or offer of employment was made by or to the Provider in relation to this Agreement or as an inducement for award of this Agreement.
 - 12.7 Contractor's Disclosure Form: The disclosures in the Contractor Disclosure Form previously submitted by the Provider are true and correct. The Provider 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.
 - 12.8 Prohibited Acts: Within the three (3) years prior to the effective date of this Agreement, Provider 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

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employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

12.9 Debarment and Suspension: Provider certifies to the best of its knowledge and belief, after due inquiry, that:

- a) it, its principals, and its subcontractors providing Services under this Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A *et seq.*);
- b) it, its principals, and its subcontractors providing Services under this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and
- c) it, its principals, and its subcontractors providing Services under this Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

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

12.10 Continued Disclosure Requirement: If at any time during the Term of this Agreement, Provider becomes aware of any change in the circumstances that makes the representations and warranties stated above no longer true, Provider must immediately disclose such change to the Board in accordance with the Notice provision of this Agreement.

12.11 Survival: All warranties in this Section shall survive inspection, acceptance, payment, expiration, and termination of this Agreement. Nothing in the foregoing warranties shall be construed to limit any other rights or remedies available to the Board under the law and this Agreement.

13. Research Activities and Data Requests: The Provider shall not conduct any research activities in the Chicago Public Schools or use CPS data for research purposes. In the event the Provider seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research, then the Provider shall comply with the Board's External Research Study and Data Policy adopted on December 11, 2019, as it may be amended from time to time. The Provider may not begin any research activities or obtain data for research purposes without the prior written consent of the Board's Director of Performance Data and School Quality Measurement or his/her designee.

14. Independent Contractor: It is understood and agreed that the relationship of the Provider to the Board is and shall continue to be that of an independent contractor and neither the Provider nor any of the Provider's employees shall be entitled to receive Board employee benefits. As an independent contractor, the Provider is 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 the Provider is subject to taxes under Section 4980H of the Internal Revenue Code, the Provider shall be solely responsible for paying such taxes. The Provider agrees that neither the Provider nor its employees, staff, or subcontractors shall represent themselves as employees or agents of the Board. The Provider shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

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15. Indemnification: Provider agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against all liabilities, losses, penalties, damages and expenses, including reasonable 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, alleged to arise out of, or relating to the acts or omissions of the Provider, its officers, agents, 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 the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of the Provider's employees under this Agreement, the Provider 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 Provider, its employees, agents, and subcontractors, in addition to the obligation provided in this Section and as stated above in the Section addressing the same, Provider shall cover any costs or fees associated with (i) providing notice of data breach to effected 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.

Provider 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, Provider shall, at its own expense, satisfy and discharge such obligations of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Provider of any of its obligations. The Board retains final approval of any and all settlements or legal strategies that involve the interest of the Board.

To the extent permissible by law, Provider 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 Provider 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 *Koticki v. Cyclops Welding Corporation*, 146 Ill. 2nd 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

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

16. Non-Liability of Board Officials: The Provider agrees that no Board member, employee, agent, officer, or official shall be personally charged by the Provider, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to the Provider or any subcontractors.
17. Board Not Subject to Taxes: The federal excise tax does not apply to the Board and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The compensation set in the Schedule of Compensation is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of the Provider. The Provider shall be responsible for any taxes levied or imposed upon the income or business privileges of the Provider.
18. Insurance: The Provider, at its own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by the Provider or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service.

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The Provider shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of the Services. Minimum insurance requirements are:

- 18.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Contract with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
- 18.2 Commercial General Liability Insurance. Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury, and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations, and defense. Provider agrees to continue insurance meeting these requirements for a minimum of two years following termination or expiration of this Agreement, including any renewals if any. If Provider's Commercial General Liability policy excludes claims regarding sexual abuse and molestation, then Provider shall furnish separate Sexual Abuse & Molestation Insurance as specified in the section below.
- 18.3 Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- 18.4 Umbrella/Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for employers', general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.
- 18.5 Cyber Liability and Privacy & Security Coverage. 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. 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 this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of 2 years after expiration or termination of this Agreement or Provider must secure a 2-year extended reporting provision. Cyber liability may be included in a technology errors and omissions policy.
- 18.6 Professional Liability / Errors and Omissions. When any professionals perform Services in connection with the Agreement, Professional Liability Insurance covering acts, errors, or omissions in conjunction with the professional services must be maintained with limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) 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 Agreement. 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.
- 18.7 Sexual Abuse & Molestation: If Provider does not have separate Sexual Abuse & Molestation Insurance, then Provider's Commercial General Liability policy must include and not exclude Sexual Abuse & Molestation. Sexual Abuse & Molestation Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00)

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in the aggregate. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of services.

- 18.8 Additional Insured. Provider shall have its General and Automobile Liability Insurance policies 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 Provider for any Services if satisfactory proof of insurance is not provided by Provider 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 West Madison Street, 2nd Floor
Chicago, Illinois 60602
riskmanagement@cps.edu

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Provider's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Provider's failure to carry or document required insurance shall constitute a breach of the Provider's Agreement with the Board. In the event Provider 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 Provider. Any insurance or self-insurance programs maintained by the Board do not contribute with insurance provided by the Provider under this Agreement.

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

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

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

Provider must register with the insurance certificate monitoring company designated by the Board and must maintain a current insurance certificate on file during the entire time of providing Services to the Board. The initial certificate monitoring company designated by the Board is identified below. Provider must register and pay the annual monitoring fee to the insurance certificate monitoring

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company prior to performing Services for the Board. The **initial** annual monitoring fee is currently \$12.00 per year, but is subject to change.

Each year, Provider 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 West Wacker Drive
Chicago, Illinois 60606
Phone: (312) 494-5709
Email: dans@topiarycomm.net

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

19. Audit and Record Retention: The Provider shall furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. The Provider shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Provider's Services provided under this Agreement. All records referenced above shall be retained for five years after completion of the Services and shall be subject to inspection and audit by the Board, which shall include the right to copy such records. If any audit, litigation or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the preceding is closed. The Provider shall require all subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit those records as set forth herein.
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 Board: Chief Safety and Security Officer
42 West Madison Street
Chicago, Illinois 60602

copy to: General Counsel
1 North Dearborn, Suite 900
Chicago, IL 60602
Fax: (773) 553-1701

To Provider: H.O.P.E In The Hood, Inc.
100 West 113th Street
Chicago, Illinois 60628

21. Right of Entry: The Provider 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. Consent to enter upon a site

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given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. The Provider 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 this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

22. Principal's Right to Direct: The principal or his/her designee, the Network Chief or his/her designee, or the Department Officer or his/her designee shall have the authority to the maximum extent possible, to direct Provider and its volunteers, employees and subcontractors when performing Services on the school site.
23. Use of Board's Network; Acceptable Use Policies. If at any time, Provider has access to the Board's computer network, Provider 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 Agreement and any renewals thereof. Provider 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.
24. Non-Discrimination: It shall be an unlawful employment practice for the Provider 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, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin; 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, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin. The Provider shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et. seq.*, as amended; 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.*; as amended; 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.*, as amended; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et. seq.* as amended; 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 Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws.
25. Entire Agreement: 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 Parties. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. Provider agrees that it will not require and/or request the Board and/or School Principal to execute any documents relating to the Services or this Agreement. 1. In the event Provider does request or require any CPS employee or principal to execute any other document(s), such document will be of no force or effect.
26. Controlling Agreement: Provider 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 delivery of the Services except for those documents specifically approved by the Board under this Agreement. Additionally, the Board and its users shall not be bound by the terms

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and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the Services or any quote provided by Provider. 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 Provider, Provider acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Provider acknowledges and agrees that the terms and conditions of this Agreement represent the entire agreement of the parties for the Services. No additional terms or conditions shall apply to the Board unless a written amendment to this Agreement is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

27. Governing Law: This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Provider 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. Provider agrees that service of process on the Provider may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the Notice Section above, by registered or certified mail addressed to the office actually maintained by the Provider, or by personal delivery on any officer, director, or managing or general agent of the Provider. If any action is brought by the Provider against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
28. Continuing Obligation to Perform: In the event of any dispute between the Provider and the Board, the Provider 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.
29. 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.
30. Indebtedness: The Provider 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.
31. Ethics: No officer, agent or employee of the Board is or shall be employed by the Provider 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.
32. Inspector General: Each Party 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.
33. Freedom of Information Act: The Provider acknowledges that this Agreement and all documents generated in the course of providing Services hereunder 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. The Provider acknowledges that this Agreement may be posted on the Board's Internet website.
34. 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

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as often and as may be deemed expedient.

35. Minimum Wage: Provider must comply with the City of Chicago Minimum Wage Ordinance (01-24), as 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. As of December 17, 2014 the minimum wage to be paid pursuant to the Resolution is \$13.00 per hour (the "Minimum Wage"). 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.

Provider 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 Provider'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 or at a Board.

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 the Provider must pay the prevailing wage.

36. 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 facsimile or electronic means shall be considered binding for both parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

DocuSigned by:

Jonathan Maples

DDA11008D0234D7

Jonathan Maples
Chief Procurement Officer

H.O.P.E IN THE HOOD, INC.

By: *Steven Gates*

Name: Steven Gates

Title: President

Date: April 7, 2021

Date: March 31, 2021

Board Report No.: 21-0127-RS1

Approved as to legal form:

DocuSigned by:

Joseph T. Moriarty

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Joseph T. Moriarty
General Counsel

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SP

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JG

DS
AB

Attachments:

Exhibit A: Scope of Services

Attachment 1: COVID-19 Online Case Report

Attachment 2: CDPH Interim Guidance on Management of COVID-19 Cases in Childcare Settings

Attachment 3: Attestation Form

Attachment 4: Be Safe Childcare Guidance (English)

Attachment 5: Be Safe Childcare Guidance (Spanish)

Exhibit B: Data Sharing

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EXHIBIT A**SCOPE OF SERVICES**

Name of Project: We're In This Together ("WITT") - H.O.P.E In The Hood, Inc.

Board's Project Manager: Toni Copeland

Phone: 773-553-3043

Provider's Project Manager: Steven Gates

Phone: 773-443-5284

Amendment Period: Start Date: April 5, 2021

End Date: June 30, 2021

This Scope of Services ("**Scope**") shall be conducted pursuant to the terms and conditions of the Agreement by and between H.O.P.E In The Hood Inc. ("**Provider**") and the Board of Education of the City of Chicago (the "**Board**"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement unless otherwise defined herein.

**Project WITT
(H.O.P.E In The Hood, Inc.)**

I. Services: The purpose of the programming is to provide in-person enrichment opportunities to support students from high-risk situations during hours immediately after school - Out of School Time ("OST"). Programs will promote consistent and positive relationships with adults; intentional focus on youth voice and choice; dedicated organizational focus on high-quality program implementation; and the creation of activities that support the school's programming that build students' skills across social emotional, enrichment, and life skill domains. All programs shall develop and reinforce these skills for students in grades 9-12 at the following high schools: 1. Ombudsman West; 2. Julian; and 3. Marshall ("Sites" or "Schools").

A. Service Categories. The Provider has been found qualified by the Board to provide the following Services under this Agreement:

1. "**Arts and Cultural Enrichment**": includes direct instruction to students across a broad range of subjects, (e.g. fine and performing arts, language instruction). Direct programming may include a broad array of experiences (some examples including but not limited to: communications, technology, digital photography, spoken word clubs, world language, book clubs, fashion programming).

B. Designation of Sites: Provider shall only provide Services at CPS sites agreed upon by the parties as designated services sites ("Sites") which are identified below in the "Sites List". Sites may be added or removed from the Sites List by written agreement of the Parties, signed by the Parties' authorized representatives. The Board's Chief Health Officer shall serve as the Board's authorized representative to approve changes to the Sites List.

Sites List:

- i. Ombudsman West (20) Students
- ii. Julian (20) Students and
- iii. Marshall (40) Students.

Provider shall plan for three (3) days per week at each School with two (2) hours for each day for in-person programming. Programming should include supervision of all students (may be broken out into groups of 10 students each).

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Provider agrees to comply with the current Chicago Department of Public Health Guidelines as to the number of staff and students in a cohort, as may be amended from time to time. Additionally, Provider shall avoid mixing of staff or participants between groups and multiple cohorts shall be allowed to utilize the same facility, as long as 30 feet of distancing can be maintained, as may be amended.

Provider shall work closely with each of the Schools where services are being provided. Specifically, Provider shall be expected to:

1. Develop individualized implementation plans with Schools (dates, times, number of students, activity descriptions, etc.);
2. Ensure compliance with Board policies and practices regarding student discipline and management procedures; (Board policies may be found at www.policy.cps.edu)
3. Address any staffing concerns raised by Schools within two business days; and
4. Work closely with the Board's program liaisons and Principals to ensure a safe and healthy environment.

Provider will use a trauma responsive approach to combat the individual, community, and collective trauma that CPS students regularly experience. H.O.P.E In The Hood Inc. will provide Arts and Cultural Enrichment through creative mediums of self-expression and structured programming to provide an environment that is positive, healthy and safe. Students will have a place to interact with positive peers and role models, and explore new ideas, in a more welcoming and relaxed environment. Provider will offer a suite of services that includes; highly motivated and qualified professional life coaches, culturally relevant outings used to expand the minds of the youth and provide exposure to the many positive and safe outlets the city (Chicago) has to offer, guest speakers from diverse backgrounds like finance, entrepreneurship, fashion design, social justice and the music industry, support of enterprise ideas and participation incentives that appeals to students.

The common thread throughout is a group of talented responsible adults sharing life experiences while providing guidance and support, grounded in best practices, three (3) times per week for two (2) hours each day to students at Ombudsman West, Julian and Marshall High Schools. Students will be engaged in positive conversations and intervention with mentors from the music production, fashion, spoken word, creative writing, and cosmetology industries, to give them exposure to more positive and enriching career paths and interests.

II. OST Specific Requirements:

A. Services will be rendered after School hours at the request of the School. No subcontracting, assigning or delegating by Provider of any obligations imposed hereunder shall be allowed under this Agreement. Provider must collaborate with School principals, CPS Central Office Staff, and other entities that the Board utilizes to assist with these Services.

B. Provider shall use developmentally-appropriate social-emotional practices and approaches and respond in particular to the needs of youth experiencing personal disruption and loss due to COVID-19.

i. Student Recruitment and Students Served

A. Provider shall be responsible for tracking Student Participant information at each of its Sites for the Program, pursuant to Section 3.5 of the Agreement titled, "Data Entry and Reporting". Accurate student attendance records at each Provider Site must be recorded by the Provider on a daily basis in an electronic system to be designated by CPS.

B. Provider shall provide a minimum of one (1) staff member per nineteen (19) Student Participants. Additional staff may be necessary to provide Services to more than one age group.

C. Provider must provide the Board information about each staff member at each Site. Staff information provided shall include, but not be limited to:

1. Basic contact information (name and phone number);

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2. Relationship to the Provider (including whether person is a volunteer or paid);
3. Credentials, experience or resume; and
4. Responsibilities of the staff member.

D. Emergency Services (If Applicable): During the Term, the Board shall have the option to add emergency services (“**Emergency Services**”), if a need arises for such Emergency Services at any of Board’s Sites as determined by the Board’s Office of the CEO. If the Board elects to add such Emergency Services for a specified Board Site(s) which may include late afternoon and evening hours, Provider shall receive at least 48 hours prior notice regarding these Emergency Services and shall commence the Emergency Services thereafter. The duration of the programming for such Emergency Services shall be determined by the Board’s Office of the CEO and shall be communicated to the Provider upon request by the Board for Emergency Services. Provider shall be compensated for its Emergency Services based on the Pricing Section below.

ii. Health Requirements

A. Provider shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, regulations, and guidelines, as well as any Board guidelines, policies, and rules in effect now or later, and as amended from time to time related to COVID-19.

B. Provider shall comply with evolving requirements to protect the health and safety of Student Participants and staff, as expressed in local, and state guidance from various government agencies. This includes, but is not limited to, adhering to all health and safety guidelines issued by CPS, IDPH, and CDPH related to COVID-19. Provider acknowledges these health and safety guidelines are subject to change.

C. Required health and safety practices may vary across age groups and settings. Provider shall comply, at a minimum, with all health and safety mandates issued by the State of Illinois and the City of Chicago and guidance from the Illinois State Board of Education (“**ISBE**”).

D. Under Chicago’s March 19 Public Health Order, congregate facilities (such as long-term care facilities, childcare settings, correctional facilities, etc.) must immediately report to CDPH clusters of COVID-19 patients, defined as two or more confirmed cases of COVID-19 occurring within 14 calendar days of each other at a facility. To report positive cases, Provider must complete the COVID-19 Online Case Report Form found at the following website: <https://redcap.dph.illinois.gov/surveys/?s=FR7MAJAY84>. A copy of the current COVID-19 Online Case Report Form is attached and incorporated into this Scope as Attachment 1. Provider must also comply with additional operational, reporting and tracing requirements established by CPS.

E. As of July 13, 2020, interim guidance issued by CDPH encourages notification for every COVID-19 case. For more information, see CDPH Interim Guidance on Management of COVID 19 Cases in Childcare Settings (“**CDPH Guidance**”) at the following link: <https://www.chicago.gov/content/dam/city/depts/cdph/HealthProtectionandResponse/Interim%20Guidance%20on%20Management%20of%20COVID%2019%20Cases%20in%20Childcare%20Settings%2007.13.2020F.pdf>. A copy of the current CDPH Guidance is attached to this Scope as Attachment 2.

F. For additional information regarding CDPH requirements regarding notification of contacts, cleaning and reporting when there has been a confirmed COVID-19 case in a facility in which Provider is providing Services, reference the CDPH Guidance. Provider acknowledges it has signed an Attestation Form agreeing to comply with all CDPH and CPS guidelines with respect to COVID-19. A copy of that Attestation Form is attached to this Scope as Attachment 3.

G. “Be.Safe Childcare Guidance” must be followed by Provider at Sites and can be found at the following link: https://www.chicago.gov/content/dam/city/sites/covid/reopen-businesses_portal/guidelines/BeSafe.Childcare-City-of-Chicago-Phase-4-Guidelines.pdf. A copy of the current Be Safe Childcare Guidance in English is attached to this Scope as Attachment 4. A copy of the current Be Safe Childcare Guidance in Spanish is attached to this Scope as Attachment 5.

H. CPS-specified health practices may change over time. Provider shall follow all CPS-specified health practices, including:

1. Policies related to face coverings, physical distancing, and handwashing.

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2. Small, consistent groupings of staff and children: Providers must ensure that different stable groups of (of up to amounts permitted under current Chicago Department of Public Health Guidelines) have no or minimal contact with one another or utilize common spaces at the same time, to the greatest extent possible.

3. Daily health checks for staff and children: Providers must implement mandatory daily health screening practices of their employees and visitors, such as contractors or vendors. Screening is also mandatory for children, either directly or through their parent/guardian.

4. Provider must follow the CPS reporting process for children, employees, and parents/guardians who have a suspected or confirmed case of COVID-19.

5. Reporting: Provider must notify CDPH immediately upon being informed of any positive COVID-19 test result by anyone at the Site including, but not limited to, a Provider staff member or a Student Participant.

6. Following reporting and closure protocols after confirmed cases of COVID-19 at a Site.

I. All CPS-specified standards and protocols with respect to cleaning and building maintenance with respect to COVID-19. These protocols are subject to change at the discretion of the Board.

II. Task/Deliverable Schedule:

Task/Deliverable Description	Delivery Dates	Cost Detail	Maximum Cost
Develop individualized implementation plans with Schools	April 5, 2021	(See Pricing below)	\$33,333.33
Direct instruction or programming for students. Develop and implement intensive enrichment for students (internships & apprenticeships)	April 5, 2021 – June 30, 2021	(See Pricing below)	\$33,333.33
Provide final report detailing program outcomes	Delivery by June 30, 2021	(See Pricing below)	\$33,333.33
Total Compensation Not To Exceed			\$100,000.00

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IV. Outcomes.

1. Full engagement of youth who are currently disengaged from their remote learning experiences and may be in high risk situations.
2. Development of individualized implementation plans with Schools that will result in an outcome of social-emotional/enrichment domains for participating students through arts and cultural engagement and SEL intervention.
3. Direct instruction and programming for students resulting in development of social-emotional/enrichment domains for participating students.
4. Final report/event detailing overall student success throughout the program.

The program will be crafted with structured schedules that include: daily remote learning from the classroom, Structured Psychotherapy for Adolescents Responding to Chronic Stress ("SPARCS") sessions, after school job program for six (6) hours a week and access to a Choose to Change Mentor.

V. Pricing

The Maximum Compensation payable to Provider for the Term shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("Maximum Compensation Amount"). Provider shall invoice CPS for actual Services provided. All payment procedures and invoicing shall comply with Section 4 of the Agreement.*

*Note: Pricing reflects the cost per a cohort of 20. HOPE in the Hood will provide Services to a total of 80 students. Per current Chicago Department of Public Health Guidelines, "[a]fter school enrichment programs in which participants are primarily seated / stationery may continue in cohorts of up to 20 (e.g., painting, creative writing, study sessions)," however should there be any amendments that would change number of students and staff in a cohort, Provider agrees to comply with the same, but in no event will Provider have more than 20 students in a group (<https://www.chicago.gov/content/dam/city/sites/covid/reopen-businesses-portal/guidelines/BeSafe.Capacity-Limitations-City-of-Chicago-Phase-4-Guidelines.pdf>).

Quantity	Description	Unit Price	Line Total
(2) Life coaches per School	Two highly motivated and qualified professional life coaches.	\$600 per week	\$12,000.00
(3) Cultural enhancement/Exposure outings	Three culturally relevant outings used to expand the minds of the youth and provide exposure to the many positive and safe outlets the city has to offer	\$1,333.33	\$4,000.00
(5) Guest speakers	Five guest speakers from diverse backgrounds like finance, entrepreneurship, fashion design, social justice and the music industry	\$250.00	\$1,250.00
(5) Raffle opportunities	Five bi-weekly raffle opportunities to incentivize attendance as well as positive behavior reinforcements	\$250.00	\$1,250.00

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(3) Fashion Design materials/Cosmetology supplies	T-shirts and print cost for three designs. Supplies for girls and boys social enterprise ideas	\$500.00	\$1,500.00
		Subtotal	\$18,750.00
		Admin. Costs 25%	\$6,250.00
		Total Cost Per 20 Students	\$25,000.00
	Subtotal + Admin. Costs x 80 Students - Grand Total		\$100,000.00

ATTACHMENT 1



COVID-19 Case and Cluster Report Form

Both individual lab-confirmed cases and clusters of COVID-19 are reportable conditions to the Chicago Department of Public Health.

For Healthcare Facilities and Laboratories: individual lab-confirmed cases:

Healthcare providers must report individual lab-confirmed cases of COVID-19 into [I-NEDSS](#). This form should only be used if you are an outpatient facility and do not have access to I-NEDSS or you are a lab who does not report electronically to I-NEDSS.

For community single cases or clusters:

Single cases or clusters of two or more cases (at least one of which is lab-confirmed) in a community congregate setting (such as a child care setting, long-term care facility, camps/athletic facilities, faith community, correctional facility, homeless shelter etc.) should be reported using this form.

If you have been notified that a person who attends, lives, or works in their your facility tested positive for COVID-19, please report here.

Select the case type you want to report:

Submit



Interim Guidance on Management of COVID-19 Cases in Childcare Settings

COVID-19 Reporting to DCFS and CDPH

Under [Public Health Order No. 2020-2](#), child care facilities must report to CDPH clusters of 2 or more cases of COVID-19 occurring within 14 calendar days of each other within 24 hours of identifying the cluster. **In order to protect the progress we've made in Chicago to reduce COVID-19 transmission, as of July 13, 2020, our interim guidance now encourages notification for every case.**

Each case of COVID-19 in any type of childcare facility should prompt a contact to your DCFS licensing office and Chicago Department of Public Health (CDPH). As of July 13, 2020, we are asking facilities to report EVERY case through the confidential CDPH COVID-19 Online Case Report Form: <http://redcap.link/chicovidreport> (select the second option: Cluster of 2 or more cases OR single case in a congregate setting).

In order to complete the form, you will need the following information:

- Total number of classrooms at your facility
- Total number of classrooms impacted
- Total number of students at your facility
- Total number of staff at your facility
- Total number of students thought to be exposed
- Total number of staff thought to be exposed
- The positive individual's reported or observed symptom onset date
- The positive individual's last date at the facility
- The positive individual's test date
- Additional optional information includes the testing provider (if known).

If your facility has 2 or more cases (apart from household members) that involve 2 or more different classrooms, call 311 and ask to speak to the medical director on-call to discuss management.

Childcare Facility Contact Tracing

Given your access to staff and student records, the need for prompt notification to close contacts, and the relationship you have with your staff and families, your facility is best positioned to conduct initial contact tracing and notification. Support from CDPH can be requested by emailing coronavirus@chicago.gov, but the below should be completed as soon as possible. CDPH will conduct additional follow-up with staff close contacts and families of child close contacts, as well as contact tracing of the case outside of the facility.

Contact Tracing First Steps

- Above all, ensure the identity of the positive individual is protected.
- Interview the staff member or child's parent/guardian by telephone as soon as you receive a verbal or written report that they tested positive. Questions to ask include:
 - Were they were diagnosed through a test?
 - If so, what type (nose swab, mouth/oral swab, or blood test).
 - If they had only an antibody (blood test) and they have not had any symptoms, no further action is required.
 - What was the test date?
 - What was the last day they were in the facility? (Please confirm by looking at attendance files.)
 - If symptoms, please ask the first day of their symptoms.
 - If NO symptoms, confirm the test date again.
- Complete the CDPH Online COVID-19 Case Report Form: <http://redcap.link/chicovidreport> (select the second option: Cluster of 2 or more cases OR single case in a congregate setting).

Determining Who is a Close Contact

- By definition, close contacts are individuals with whom the positive case was within 6 feet for more than 15 minutes starting **2 days prior to their first day of symptoms (or for asymptomatic individuals their test date) through their last day at the facility.**
- During Phase 4 of the COVID-19 response, all children and staff within the positive individual's classroom should be considered close contacts.
- Assess whether there were any other staff members not assigned to the classroom or children in other classrooms with whom the positive individual had close contact (e.g., siblings or alternate caregivers of the child). If the positive individual is a staff member, this assessment should include an interview of that staff member.
- Once your [CDPH Online COVID-19 Case Report Form](#) is received by CDPH, you will receive an encrypted email with instructions to reply (to ensure it is encrypted) and attach a list of contacts.
 - This list should include the following information:
 - Student_Staff Name
 - Date of Birth
 - Parent_Guardian Name
 - Address
 - All contact numbers on file
 - Email address

Isolation/Quarantine Recommendations

For student or staff with a positive test:

- Ensure the positive individual is aware that they should stay home and away from others until it has been at least 10 days since their symptoms first appeared (or for asymptomatic individuals, from their test date) and at least 24 hours with no fever (without using fever-reducing medications) and improved symptoms, whichever is longer.
- The CDC recommends that any child or staff with close contact to a person suspected of having or diagnosed with COVID-19 be excluded from the childcare facility for **14 days from the last day of exposure to a positive case** and monitored for symptoms. If symptoms develop, they should be evaluated and tested for COVID-19.
 - Negative testing does not clear a close contact to return to the childcare facility sooner than 14 days from the date of last exposure.
- While masking of staff and other facility precautions are critical to prevent spread of COVID-19 within the facility, out of an abundance of caution, these factors will not change the recommendation for quarantine of close contacts.
- If the positive individual is a staff member who has a child enrolled at the facility, the child should also quarantine for 14 days from the end of the isolation period of the staff member, or if the staff member can guarantee complete isolation from the child, for 14 days from the last date of exposure to the positive staff member. See [CDC's Quarantine Guidance](#).
 - If the positive staff member's child is symptomatic, testing is recommended. Pre-emptive closure and notification of the classroom is also recommended until the test result returns. If the test is positive, the above contact tracing steps for that child should occur and the child's classroom should remain quarantined for the full 14 days.
 - If the positive staff member's child is asymptomatic and has been appropriately quarantined for 14 days, no additional steps need to be taken with that child's classroom beyond continued daily symptom monitoring.
- If the positive individual is a child who has a sibling enrolled or a parent on staff at the facility, the same quarantine instructions apply for the sibling or parent as for the child of a positive staff member.

For student or staff with symptoms but no test:

If a child or staff member has symptoms of COVID-19, and it is determined by a medical provider that the individual likely does NOT have a COVID-19 infection, the child or staff member may return to the childcare facility if the following is met:

- Documentation of a negative test for COVID-19; AND
- It has been 24-hours with no fever (without fever-reducing medication); AND
- Completion of a full 14-day quarantine if the individual was a close contact of a case; AND
- A note from a medical provider documenting an alternate diagnosis if the child or staff member continues to be symptomatic for another reason besides COVID-19 infection.

Notifications

- Notify the identified close contacts that they were exposed to someone with COVID-19 at your facility. It is recommended that you notify exposed staff and the families of exposed children in person or via telephone to confirm receipt of this information. A sample close contact notification template is included at the end of this document for those you may be unable to reach by other means or if you choose to send an additional written notification.
 - Instruct them to quarantine at home for 14 days from the last day of contact with the person who self-reported (do not reveal the identity of the positive case).
 - Close contacts should monitor their symptoms and contact their medical provider if they develop symptoms of COVID-19.
- All staff and families within the facility, regardless of whether they are close contacts or not, should be notified of the positive case. You may use the general notification letter template at the end of this document as a guide.

Testing Recommendations

As of July 13, 2020, all close contacts (with or without symptoms) should be tested **between days 5 and 9 after exposure to a positive case**. Close contacts of positive cases may call their healthcare provider to arrange for testing. If other testing options are needed, refer to the [City of Chicago's coronavirus testing website](#).

- A negative result does not rule out developing COVID-19 disease and does not clear a close contact to return to the childcare facility sooner than 14 days from the date of last exposure. Quarantine for 14 days is essential to continue to monitor for symptoms.
- A positive result should be reported to the daycare as well as CDPH. If positive, individuals should isolate themselves until:
 - It has been at least 10 days since the onset of the individual's illness or specimen collection date;
 - The individual's symptoms, including cough, have improved; and
 - The individual is free from fever without the use of fever-reducing medications for at least 24 hours.

If symptoms develop at any time during the 14 days, the individual should be evaluated and tested for COVID-19 as soon as possible.

- A negative result does not rule out developing COVID-19 disease. Quarantine for 14 days is essential to continue to monitor for symptoms. If symptoms worsen, the individual should speak with their healthcare provider to discuss retesting.
- A positive result should be reported to the daycare as well as CDPH. If positive, individuals should isolate themselves until:
 - It has been at least 10 days since the onset of the individual's illness or specimen collection date;
 - The individual's symptoms, including cough, have improved; and
 - The individual is free from fever without the use of fever-reducing medications for at least 24 hours.

Cleaning

Perform enhanced cleaning and disinfection after persons suspected/confirmed to have COVID-19 have been in the facility. Follow [CDC cleaning and disinfection recommendations](#). **Unless otherwise recommended by CDPH, automatic facility closure is not required with a single case of COVID-19 as long as close contacts have been notified of quarantine recommendations.**

Next Steps

1. After receiving a report, CDPH will contact you to discuss infection controls in place at your facility, ways to protect your staff and students, and obtain the list of contacts.
2. CDPH will call the positive staff member or family of the child once the positive lab result is received from a healthcare provider and conduct household and community contact tracing outside of your facility.
3. You should notify CDPH if additional positive cases are identified in your facility by filling out the CDPH COVID-19 confidential [online case report form \(select the second option: Cluster of 2 or more cases OR single case in a congregate setting\)](#).
4. Refer to the following resources for further information:
 - a. www.chicago.gov/coronavirus
 - b. [CDC Guidance for Childcare Facilities](#)
 - c. [DCFS Restore Illinois Licensed Day Care guidance](#)
 - d. www.chicago.gov/reopening

Notification Templates

CLOSE CONTACT COMMUNICATION

Subject: Exposure to COVID-19 Case at _(FACILITY)_

Dear _(Individual's Name)_

We are writing to update you on a recent development regarding the Coronavirus Disease 2019 (COVID-19). We have learned that a _(FACILITY)_ employee/student has been diagnosed with COVID-19. You were identified as a close contact of this individual.

You/your child should monitor your health starting now through _(DATE of 14 days after last exposure to positive case)_. Symptoms of COVID-19 include fever (temperature greater than 100.4 degrees Fahrenheit), chills, cough, shortness of breath, fatigue, muscle/body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea.

You/your child should not go to work or school and should avoid public places during this time.

If you/your child develop [symptoms of COVID-19](#), please contact your medical provider to discuss evaluation and testing. Any individuals who are sick with or exhibiting symptoms of COVID-19 must stay home and away from others for at least 10 days since their symptoms first appeared and at least 24 hours with no fever (without using fever-reducing medications) and improved symptoms, whichever is longer. See the Chicago Department of Public Health's [guidance on what to do if you are sick](#). If your symptoms are severe, such as difficulty breathing or shortness of breath, persistent pain or pressure in the chest, new confusion or difficulty waking up, or bluish lips or face, please seek the closest emergency department or call 9-1-1 immediately.

If you/your child do not have symptoms, it is recommended to be tested 5 to 9 days after your exposure to a positive case, which was _DATE_. Close contacts of positive cases are encouraged to call their healthcare provider to arrange for testing. If other testing options are needed, refer to the [City of Chicago's coronavirus testing website](#). Remember that even if you test negative, you must still complete the full 14-day quarantine. If you test positive, you must stay home for at least 10 days after your test date.

For any additional COVID-19 questions or support, please visit www.chicago.gov/coronavirus for the most reliable information. If you do not find the information you need on the website, email coronavirus@chicago.gov.

The health and wellness of our staff and students are the highest priority of _(FACILITY)_. We continue to follow Chicago Department of Public Health and CDC guidelines as we ensure proper protocols and preventative measures are in place for the health and safety of our staff and patrons. Please contact us at _(FACILITY CONTACT INFORMATION)_ if you have any questions.

Sincerely,

SIGNATURE

(FACILITY LEADERSHIP NAME)

GENERAL COMMUNICATION

Subject: Confirmed COVID-19 Case at _(FACILITY)_

Dear Staff and Families,

We are writing to update you on a recent development regarding the Coronavirus Disease 2019 (COVID-19). We have learned that a _(FACILITY)_ employee/student has been diagnosed with COVID-19.

[The employee/student was last at the facility on (DATE) - only to be included if it can be done without obviously identifying the individual. If needed, give a broad date like "the week of ____."] To ensure the health and safety of our families and staff, following CDC guidance, _(FACILITY)_ [will ensure/has conducted] a thorough cleaning and disinfection of our facility.

Students and staff who have been identified as having been in prolonged close contact with this individual [will be/have been] notified via a separate communication. As a reminder, prolonged close contact is defined as being within 6 feet of an infected person for 15 minutes or more. Those who had brief, casual contact with an infected individual are not considered at great risk of transmission and, for most people, the illness is generally mild and can be safely managed at home. As always, everyone should monitor their health and stay at home if they develop symptoms. Anyone who develops severe symptoms should seek medical care immediately.

We continue to follow Chicago Department of Public Health and CDC guidelines as we ensure proper protocols and preventative measures are in place for the health and safety of our staff and patrons.

Public Health Guidance

Symptoms of COVID-19 include fever (temperature greater than 100.4 degrees Fahrenheit), chills, cough, shortness of breath, fatigue, muscle/body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea. If you or your child develop symptoms of COVID-19, please contact your medical provider to discuss evaluation and testing.

For severe symptoms, such as difficulty breathing or shortness of breath, persistent pain or pressure in the chest, new confusion or difficulty waking up, or bluish lips or face, please seek the closest emergency department or call 9-1-1 immediately.

Any individuals who are sick with or exhibiting symptoms of COVID-19 must stay home and away from others for at least 10 days since their symptoms first appeared and at least 24 hours with no fever (without using fever-reducing medications) and improved symptoms, whichever is longer.

For any additional COVID-19 questions or support, please visit www.chicago.gov/coronavirus for the most reliable information. If you do not find the information you need on the website, email coronavirus@chicago.gov. The health and wellness of our staff and students are the highest priority of _(FACILITY)_. Please contact us at _(FACILITY CONTACT INFORMATION)_ if you have any questions.

Sincerely,

SIGNATURE
(FACILITY LEADERSHIP NAME)

**ATTACHMENT 3
ATTESTATION****REMOTE LEARNING SUPERVISION VENDORS PROVIDING SERVICES ON BOARD PROPERTY**

The undersigned Vendor has been designated a remote learning supervision provider by the CPS Department of Procurement and has executed a CPS approved contract, or contract amendment to provide remote learning supervision services to the district.


1. It shall provide remote learning supervision services (a) only as expressly approved through a written contract with CPS; (b) in compliance with all policies, guidelines, requirements, procedures and protocol regarding health, safety and COVID-19 of CDPH, including the COVID-19 Guidance referenced below; (c) in compliance with all CPS policies, guidelines, requirements, procedures and protocol regarding health, safety and COVID-19, as may be amended from time to time, including but not limited to all standards and expectations for on-site programming at schools during remote learning and all requirements or recommendations regarding face coverings and social distancing.
2. It has read and fully understands the CDPH Interim Guidance on Management of COVID-19 Cases in Childcare Settings, as may be updated or revised from time to time ("COVID-19 Guidance") found at <https://www.chicago.gov/content/dam/city/depts/cdph/HealthProtectionandResponse/Interim%20Guidance%20on%20Management%20of%20COVID-19%20Cases%20in%20Childcare%20Settings%2007.13.2020.pdf> and agrees to comply with all provisions of the COVID-19 Guidance and deliver all services in accordance with such Guidance.
3. The undersigned Vendor acknowledges that the Board has the sole right to control and direct the means, manner and method by which the services will be performed.
4. The undersigned Vendor acknowledges that it is and shall remain in full compliance with all CPS and CDPH cleaning and sanitizing guidelines.
5. Authorization: The undersigned Vendor represents that it has taken all action necessary for the approval and execution of this Attestation, 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 this Attestation which shall constitute valid, binding obligations of Vendor.

This Attestation confirms that the undersigned Vendor has read and understands the above-stated requirements. Your signature stipulates that each employee, agent, volunteer or subcontractor shall perform such remote learning supervision services in compliance with: (i) all the terms set forth in this Attestation, (ii) the terms and conditions of a CPS-approved agreement with Vendor; (iii) and any other requirements deemed necessary or advisable by CPS to protect the health and safety of remote learning supervision participants.

H.O.P.E. IN THE HOOD INC.

Vendor Legal Entity Name: _____

CPS Vendor Number: **16265** _____

Vendor Authorized Signature:  _____

Signatory Name (Please Print) **Steven Gates** _____

Date: **March 31, 2021** _____

Email: **stevenlavellgates@gmail.com** _____

**BE SAFE
CHICAGO** ★★

Attachment 4



**Be Safe.
Childcare**

Be Safe. Childcare

What's in this guide?



Gradually Resume
(Phase IV)

Cautiously reopening Chicago requires:

Healthy interactions

Social distancing



Limitations on physical distance to other individuals

Gathering size



Limitations on gatherings of individuals

Protective gear



Use of protective gear by individuals

Hygiene requirements



Ensuring hygienic interactions (e.g., hand washing)

Safe spaces and conditions

Entry access



Entry/exit condition for access to space

Cleaning standards



Actions taken to disinfect space

Visual guidance



Hygiene resources and guidance posted in space

Workplace conditions



Evaluation of foot traffic, ventilation, etc.

Operational resilience and monitoring

Flexible models



Flexibility with sick leave, remote work (when possible)

Operational resiliency



Support for operational flexibility (e.g., multiple shifts)

Travel guidelines



Restriction of movement of people between locations

Testing / tracking



Facilitation of testing and tracking

Be Safe. Childcare

Illustrative example



Gradually Resume
(Phase IV)



What may be different?

- 1 **Visual signage** posted throughout facility regarding hygiene, social distancing, PPE, and more
- 2 **Health screenings** required for children before entering the classroom
- 3 Parents/guardians, visitors, and employees required to wear **facial coverings** at all times; children required when outside the classroom
- 4 Staff frequently **disinfect** the facility, including toys and other objects
- 5 Group children into **stable cohorts** with **assigned teachers**
- 6 Doors and windows remain open to **increase ventilation**, where appropriate

- Recommended guidance -

Be Safe. Childcare

Healthy interactions



Gradually Resume
(Phase IV)



**Social
distancing**

To minimize social interactions between all children in a center, implement stable cohorts

- Separate children into groups assigned to distinct rooms, with 2 permanent staff members assigned to each group (*number dictated by state licensing ratio*)
- Restrict all combined activities where children would normally interact with other groups. This includes, but is not limited to, gross motor areas
- Consume meals in assigned room; all meals served (breakfast, lunch, snack) must be individually packed
- Add 4 sq. ft. of minimum sleeping space per child to ensure cots can be placed 6 ft. apart
- Avoid access to public playgrounds; Centers with a playground on premises can use facility if groups are not mixed and equipment is cleaned after use by every group



**Gathering
size**

Limit group size to 15 or fewer children in accordance with state licensing requirements by age cohort

- Do not allow children to change groups or programs within a given facility once cohorts are established
- Design group schedules to limit interactions with other children/parents/guardians at start and end of day
- Allow qualified substitutes to go between two classrooms if PPE is switched out when moving from one room to another
- Ensure availability of qualified substitutes teachers when staff is out

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Healthy interactions



Gradually Resume
(Phase IV)



Staff, parents or guardians, and visitors to wear face coverings at all times

- In any indoor common spaces, face coverings must be worn over nose and mouth (exceptions can be made for people with medical conditions or disabilities that prevent them from safely wearing a face covering)
- Require all staff, parents or guardians, and visitors to wear face coverings at all times while on the premises; transparent face coverings encouraged to help children read facial expressions, and/or individuals communicate by, e.g., reading lips
- Face coverings not required for children under the age of two, or older children while playing outside, eating, drinking, sleeping, or napping (assuming children are able to maintain social distancing)
- While face covering compliance may not be feasible for younger children, school-aged children should be encouraged to wear them
- Consider not requiring face coverings if adherence increases the frequency to which a child touches their face



Staff to ensure regular handwashing pattern for all children (every hour, if possible)

- Wash hands any time staff changes locations
- Access to sanitizers in every room, at the front desk
- If possible, staff to change into different clothing and shoes on site; Ensure clothing kept on site be laundered regularly

Be Safe. Childcare

Safe spaces and working conditions



Gradually Resume
(Phase IV)



Perform daily health checks for all children, caregivers, staff, and visitors

- Prior to leaving home, all individuals encouraged to self-identify symptoms and stay at home if symptomatic
- Prior to entering establishment, employees self-screen (e.g., questionnaire - see appendix) to ensure no symptoms of COVID-19
- Health checks for children to include symptoms and temperature checks at entrance; parents or guardians to wait in the designated area while wearing face coverings
- Persons who display signs of illness or with a fever of 100.4° or above must not be permitted on premises
- Reduce interactions with parents or guardians and other children by setting up a designated drop-off space inside
- Log entry of each child with relevant information (e.g.: name, phone number, address) before permitting access to rest of center; encourage contactless login and limit exposure throughout entry process as much as possible
- Where possible, encourage the same parent or guardian to come to the center for pickup/drop-off to limit exposure; Discourage older adults from being the designated drop-off / pick-up person
- Only essential staff on-site; encourage non-essential staff to work from home to limit capacity and reduce exposure
- Follow a fixed schedule for all visitors and only allow entry after logging in and completing health screening
- If possible, introduce staggered drop off and pick up times

- Recommended guidance -

Be Safe. Childcare

Safe spaces and working conditions



Gradually Resume
(Phase IV)



Enhance cleaning procedures between shifts and of high-touch surfaces

- Follow cleaning guidelines outlined by CDC
- Clean high touch surfaces every 2 hours; if possible, avoid usage altogether
- Where appropriate, doors and windows to rooms to remain open for ventilation
- Complete cleaning of premises after each shift
- Wash toys after use by each group, remove those that cannot be cleaned often (stuffed animals); if possible, toys to be separate across groups



Establish rules with children and parents/guardians prior to entry

- Use visual cues wherever possible (entrances, corridors, drop-off area, bathrooms)
- Consider postage of signage indicating 6 feet distance in pick-up / drop-off zone



Identify all choke points (corridors, entrance), and ensure distancing norms are maintained

- Establish an isolation area for symptomatic children (with supervision); clean area and leave empty for at least 3 hours after use. Symptomatic staff to leave premises as soon as possible
- Only allow one group to access gross motor room at a time, and clean room after each use
- Limit use of elevators, and restrict capacity to less than 25%

Be Safe. Childcare

Operations and monitoring



Gradually Resume
(Phase IV)



**Flexible
models**

Communicate to parents/guardians and community about new operating models

- Communicate new procedures to parents / guardians and get their written consent
- Communicate with parents or guardians through contactless methods (e.g., mobile applications); if contactless methods are not possible, send care sheets home to inform parents or guardians about their child's progress
- Practice two-way communication with appropriate city and state authorities, and update staff on new measures / best practices



**Operation
resiliency**

Provide adequate training to ensure compliance

- Review relevant DCFS templates, checklists, and guidelines regarding changes in regulations
- Provide additional training for all staff on how to best care for children with new guidelines

Be Safe. Childcare

Operations and monitoring



Gradually Resume
(Phase IV)



Follow CDPH and CDC guidance for testing and tracing protocols

- If employee does contract COVID-19, they must follow all CDC guidelines before returning to work
- If an employee is identified as being COVID-19 positive by testing, cleaning and disinfecting must be performed according to CDC guidelines
- Any employee who has had close contact with co-worker or any other person who is diagnosed with COVID-19 should self quarantine according to CDC guidelines
- If a facility becomes aware of 2 or more cases possibly associated with an establishment over a 14 day period, employers are required to report cases to CDPH
- Follow all other CDPH guidance set forth and comply with CDPH recommendations in response to a workplace outbreak

Be Safe. Childcare

Reopening Approach



Gradually Resume
(Phase IV)

Reopening childcare in Illinois¹

Reopening requirements for Childcare Centers

- Gradual approach developed to reopen childcare programs in a safe way
- Before opening for care, all programs must submit to DCFS a reopening plan with operational and preparedness plan
- For the first four weeks of operation, centers must operate with reduced group sizes
 - Limited to serving 8 infants, or 10 children in all other age groups (per room)
 - Centers operating under emergency day care licenses for at least 4 weeks have already met this requirement
- Before expanding enrollment, all centers must:
 - Review their reopening plan with their DCFS Licensing Representative
 - Have at least 50 sq. ft. per child 2 years and older
 - Add 4 sq. ft. of minimum sleeping space per child for infants and toddlers to ensure cribs and cots can be placed 6 feet apart
- Ratios will remain the same as per licensing regulations for all age groups

Reopening requirements for Childcare Homes

- Licensed exempt homes must return to their pre-COVID-19 group limits
- Programs must submit a reopening plan with operational and preparedness components

1. Guidelines for all providers issued by GOECD, IDPH, DHS and DCFS noted here for reference only. Please visit [this page](#) for the most up to date information, and [this page](#) for a webinar describing the guidelines in more detail.

- Reopening details-



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Appendix



Gradually Resume
(Phase IV)

Glossary

Gathering: A group of individuals outside a single household who are part of a spontaneous or planned event convening for more than ten minutes

Handwashing: The act of thoroughly cleaning one's hands with soap and water for at least 20 seconds or using a disinfectant capable of eliminating the virus that causes COVID-19

Social distancing: The physical spacing of at least six feet between individuals, or groups of individuals.

PPE: Personal protective equipment (e.g., face coverings, goggles, face shields); requirements vary based on industry and specific circumstances

Self-screening sample questionnaire

Self-screening: A protocol by which an employee answers questions at the start of a shift. Subject to the guidance of the Commissioner of Health, the questions may include:

- Have you had a body temperature over 100 degrees Fahrenheit or have you used a fever reducer in the previous 24 hours to treat a body temperature over 100 degrees Fahrenheit?
- Do you have a new cough that you cannot attribute to another health condition?
- Do you have a new or worsening sore throat that you cannot attribute to another health condition?
- Do you have new shortness of breath that you cannot attribute to another health condition?
- Have you recently developed a complete loss of smell or taste?

- Recommended guidance -

Be Safe. Childcare

Public Health Resources



Gradually Resume
(Phase IV)

General workplace guidance

National resources for further guidance

CDC – *Activities and Initiatives Supporting the COVID-19 Response and the President's Plan for Opening America Up Again:*
<https://www.cdc.gov/coronavirus/2019-ncov/downloads/php/CDC-Activities-Initiatives-for-COVID-19-Response.pdf>

CDC – *Guidance for Businesses and Workplaces*
<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html>

OSHA *Guidance on Preparing Workplaces for COVID-19:*
<https://www.osha.gov/Publications/OSHA3990.pdf>

CDPH: *Guidance if COVID-19 is confirmed in your facility:*
<https://www.chicago.gov/content/dam/city/depts/cdph/HealthProtectionandResponse/What%20to%20do%20if%20confirmed%20COVID-19%20case%20in%20facility.pdf>

Childcare guidance

Restore Illinois Childcare Guidelines– *Guidelines for all providers issued by GOECD, IDPH, DHS and DCFS:*
https://www2.illinois.gov/dcfs/brighterfutures/healthy/Documents/Day_Care_Guidance.pdf

Webinar describing Illinois' guidelines: <https://vimeo.com/433640279>

US Department of Education – *COVID-19 Information and Resources for Schools and School Personnel:* <https://www.ed.gov/coronavirus>

CDC – *Guidance for Childcare, Schools and Youth Programs:*
<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/index.html>

Supplemental Guidance from CDC – *Guidance for Childcare Programs that Remain Open:* <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-childcare.html>

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- Recommended guidance -



**BE SAFE
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Attachment 5



**Cuídese.
Servicios de guardería.**

Cuídese. Servicios de guardería.

¿Qué hay en esta guía?



Reanudación
gradual (Fase IV)

Para la reapertura prudente de Chicago, se requiere:

Interacciones seguras

Distanciamiento social



Límites de distancia física entre las personas

Tamaño de las reuniones



Limitaciones en las reuniones de personas

Equipo de protección



Uso de equipo de protección por parte de las personas

Requisitos de higiene



Garantizar la higiene en las interacciones (p. ej., lavarse las manos)

Espacios y condiciones seguros

Acceso



Condiciones para entrar en los espacios y salir de estos

Normas de limpieza



Medidas para desinfectar los espacios

Señalización visual



Recursos y directrices sobre higiene en los espacios

Condiciones del lugar de trabajo



Evaluación del tránsito de personas, la ventilación, etc.

Capacidad de adaptación y control de operaciones

Modelos flexibles



Flexibilidad en la licencia por enfermedad o trabajo remoto (cuando sea posible)

Capacidad de adaptación de operaciones



Apoyo para flexibilizar las operaciones (p. ej., varios turnos)

Directrices para viajar



Restricción de la circulación de personas de un lugar a otro

Pruebas y seguimiento



Facilitación de las pruebas y del seguimiento

Cuídese. Servicios de guardería.

Ejemplo ilustrativo



Reanudación
gradual (Fase IV)



¿Qué puede ser diferente?

- 1 La **señalización visual** en las instalaciones sobre la higiene, el distanciamiento social, el equipo de protección individual (PPE) y más.
- 2 Las **evaluaciones médicas** necesarias para los niños antes de entrar al aula.
- 3 Los padres o tutores, los visitantes y los empleados deben usar **mascarilla** en todo momento, y los niños deben usarlas cuando estén fuera del aula.
- 4 La frecuencia con la que el personal **desinfecta** las instalaciones, incluyendo juguetes y otros objetos.
- 5 La división de los niños en **grupos estables** con **maestros asignados**.
- 6 Abertura permanente de puertas y ventanas para **aumentar la ventilación**, donde sea necesario.

—Directrices recomendadas—

Cuídese. Servicios de guardería.

Interacciones seguras



Reanudación
gradual (Fase IV)



Forme grupos estables para minimizar las interacciones sociales entre todos los niños del centro.

- Divida a los niños en grupos asignados a distintas aulas, con 2 miembros permanentes del personal para cada grupo (la cantidad depende de la proporción establecida en la licencia del estado).
- Restrinja todas las actividades combinadas en las que los niños suelen interactuar con otros grupos. Esto incluye, entre otras, las actividades de motricidad gruesa.
- Se deben consumir las comidas en el salón asignado. Todas las comidas que se sirvan (desayuno, almuerzo, snack) deben estar empaquetadas de manera individual.
- Agregue 4 pies cuadrados al espacio mínimo para dormir de cada niño para asegurarse de que los catres puedan estar a 6 pies de distancia entre sí.
- Evite el acceso a patios de juego públicos. Los centros que tengan patios de juego pueden usarlos si no mezclan los grupos de niños y si limpian los equipos después de que cada grupo los use.



Limite el tamaño de los grupos a 15 niños o menos, de acuerdo con los requisitos de licencia del estado según el grupo de edad.

- No permita que los niños se cambien de grupo o de programa en el centro una vez que los hayan dividido en grupos.
- Planifique los horarios de los grupos para limitar las interacciones con otros niños, padres o tutores al comienzo y al final del día.
- Permita que sustitutos calificados vayan de un aula a otra siempre y cuando se cambien el PPE antes de hacerlo.
- Asegúrese de que haya maestros sustitutos calificados cuando el personal no esté disponible.

Cuídese. Servicios de guardería.

Interacciones seguras



Reanudación
gradual (Fase IV)



Equipo de
protección

El personal, los padres o tutores, y los visitantes deben usar mascarillas en todo momento.

- En los espacios comunes cerrados, se deben usar mascarillas que cubran la nariz y la boca (se pueden hacer excepciones para las personas que tengan condiciones médicas o discapacidades que no les permitan usar una mascarilla de forma segura).
- Exíjale al personal, a los padres o tutores, y a los visitantes que usen mascarillas en todo momento mientras estén en las instalaciones. Se recomienda el uso de mascarillas transparentes para ayudar a los niños a ver las expresiones faciales o para que las personas puedan comunicarse, por ejemplo, leyéndose los labios.
- No se exige el uso de las mascarillas a los niños menores de dos años ni a los niños mayores mientras juegan al aire libre, comen, beben o duermen (suponiendo que puedan mantener el distanciamiento social).
- Aunque es posible que los niños más pequeños no puedan usar mascarillas, se debe animar a que las usen los niños en edad escolar.
- Considere no exigir el uso de mascarilla si esto aumenta la frecuencia con la que el niño se toca la cara.



Requisitos
de higiene

El personal debe asegurarse de que los niños sigan un régimen de lavado de manos frecuente (una vez por hora, si es posible).

- Los miembros del personal deben lavarse las manos cada vez que vayan de un lugar a otro.
- Debe haber desinfectantes en cada ambiente y en la recepción.
- Si es posible, el personal debe cambiarse la ropa y los zapatos en el lugar. Asegúrese de que la ropa que quede en el lugar se lave con frecuencia.

—Directrices recomendadas—

Cuídese. Servicios de guardería.

Espacios y condiciones de trabajo seguros



Reanudación
gradual (Fase IV)



Se deben hacer revisiones médicas a los niños, los cuidadores, el personal y las visitas todos los días.

- Anime a las personas a que comprueben si tienen síntomas antes salir de casa y a que se queden en casa si tienen algún síntoma.
- Antes de entrar en el establecimiento, los empleados deben autoevaluarse para asegurarse de no tener síntomas de COVID-19 (p. ej., un cuestionario [consulte el apéndice]).
- Los controles médicos de los niños incluyen evaluaciones de los síntomas y mediciones de la temperatura en la entrada. Los padres o tutores deben esperar en el área designada con mascarillas.
- A las personas que exhiban signos de enfermedad o que tengan fiebre de más de 100.4 °F no se les permitirá entrar en las instalaciones.
- Reduzca las interacciones con los padres o tutores y con otros niños designando un lugar en el interior para dejar a los niños.
- Registre la entrada de cada niño con información importante (p. ej., nombre, teléfono, dirección) antes de darle acceso al resto del centro. Fomente la entrada sin contacto y limite la exposición lo máximo posible durante ese proceso.
- Si es posible, recomiende que el mismo padre o tutor vaya al centro a llevar o a buscar al niño para limitar la exposición. Pida que las personas mayores no sean las designadas para llevar al niño o ir a buscarlo.
- Solo el personal esencial debe estar en el centro. Recomendé al personal no esencial que trabaje desde casa para limitar la capacidad y reducir la exposición.
- Siga un programa fijo para todos los visitantes y solo permítales la entrada después de que los registren y les hagan el control de salud.
- Establezca horarios escalonados para dejar a los niños y recogerlos, si es posible.

Cuídense. Servicios de guardería.

Espacios y condiciones de trabajo seguros



Reanudación
gradual (Fase IV)



**Normas de
limpieza**

Mejore los procedimientos de limpieza de las superficies de contacto frecuente y en los cambios de turno.

- Siga las directrices de limpieza de los Centros para el Control y la Prevención de Enfermedades (Centers for Disease Control and Prevention, CDC).
- Limpie las superficies de contacto frecuente cada 2 horas. Evite su uso si es posible.
- Donde sea apropiado, deje abiertas las puertas y ventanas para que haya ventilación.
- Limpie las instalaciones después de cada turno.
- Lave los juguetes después de que cada grupo los use. Quite los que no puedan limpiarse con frecuencia (p. ej., animales de peluche). Divida los juguetes entre los grupos si es posible.



**Señalización
visual**

Establezca reglas con los niños y los padres o tutores antes de la entrada.

- Use señales visuales donde sea posible (entradas, pasillos, área para dejar a los niños, baños).
- Considere la posibilidad de usar carteles para señalar la distancia de 6 pies en el área para dejar o recoger a los niños.



**Lugar de
trabajo**

Identifique todos los lugares de embotellamiento (pasillos, entrada) y asegúrese de que se cumplan las normas de distanciamiento.

- Establezca un área de aislamiento para los niños con síntomas (con supervisión). Limpie el área y no permita el acceso durante al menos 3 horas después de su uso. El personal que tenga síntomas debe irse de las instalaciones lo antes posible.
- Permita el acceso de un grupo por vez al ambiente de motricidad gruesa y límpielo después de cada uso.
- Limite el uso de los ascensores y restrinja su capacidad a menos del 25%.

—Directrices recomendadas—

Cuídese. Servicios de guardería.

Operaciones y control



Reanudación
gradual (Fase IV)



**Modelos
flexibles**



**Capacidad de
adaptación de
operaciones**

Comuniquen a los padres o tutores y a la comunidad los nuevos modelos de operación.

- Comuniquen los nuevos procedimientos a los padres o a los tutores para recibir su consentimiento por escrito.
- Comuníquese con los padres o tutores por medios sin contacto (p. ej., aplicaciones móviles). Si no es posible comunicarse por medios sin contacto, envíe hojas de contacto para informar a los padres o tutores del progreso del niño.
- Practique la comunicación bidireccional con las autoridades de la ciudad y del estado que correspondan, y mantenga actualizado al personal sobre las nuevas medidas o prácticas recomendadas.

Dé la capacitación adecuada para asegurar el cumplimiento.

- Repase las plantillas, las listas de verificación y las directrices del Departamento de Servicios para Niños y Familias (Department of Children and Family Services, DCFS) sobre los cambios en las regulaciones.
- Dé más capacitación a todo el personal sobre cómo cuidar mejor a los niños con las nuevas directrices.

Cuídese. Servicios de guardería.

Operaciones y control



Reanudación
gradual (Fase IV)



Siga las directrices de los CDC y del Departamento de Salud Pública de Chicago (Chicago Department of Public Health, CDPH) en los protocolos para las pruebas y el seguimiento.

- Si un empleado se enferma de COVID-19, este debe seguir todas las directrices de los CDC antes de volver a trabajar.
- Si un empleado da positivo por COVID-19, se debe hacer limpieza y desinfección de acuerdo con las directrices de los CDC.
- Todo empleado que haya tenido contacto cercano con un colega u otra persona que tenga COVID-19 debe hacer cuarentena según las directrices de los CDC.
- Si descubren 2 o más casos posiblemente relacionados con el establecimiento en un período de 14 días, los empleadores deben reportar los casos al CDPH.
- Siga todas las directrices y recomendaciones del CDPH para responder a un brote en un lugar de trabajo.

Cuídese. Servicios de guardería.

Enfoque para la reapertura



Reanudación
gradual (Fase IV)

Reapertura de las guarderías en Illinois¹

Requisitos para la reapertura de centros de guardería

- Se desarrolló un enfoque gradual para la reapertura segura de los programas de cuidado infantil.
- Antes de la apertura para el cuidado, todos los programas deben presentar un plan de reapertura al DCFS con componentes de operación y preparación.
- Durante las primeras cuatro semanas de operación, los centros deben funcionar con grupos de tamaño reducido.
 - El límite es de 8 bebés o de 10 niños en todos los grupos de edad restantes (por sala).
 - Los centros que hayan estado funcionando con licencias de emergencia para guarderías durante al menos 4 semanas ya cumplen este requisito.
- Antes de ampliar la inscripción, todos los centros deben:
 - Repasar su plan de reapertura con el representante de licencias del DCFS.
 - Tener al menos 50 pies cuadrados por cada niño mayor de 2 años.
 - Agregar 4 pies cuadrados al espacio mínimo para dormir de cada bebé y niño para asegurarse de que las cunas puedan estar a 6 pies de distancia entre sí.
- Las proporciones serán las mismas que indiquen las regulaciones para todos los grupos de edad.

Requisitos para la reapertura de hogares de guardería

- Los hogares exentos de licencia deben volver a los límites de grupos anteriores al COVID-19.
- Los programas deben presentar un plan de reapertura con componentes de operación y preparación.

1. Las directrices para todos los proveedores mencionadas aquí y emitidas por la Oficina del Gobernador de Illinois para el Desarrollo de la Infancia Temprana (Governor's Office of Early Childhood Development, GOECD), el Departamento de Salud Pública de Illinois (Illinois Department of Public Health, IDPH), el Departamento de Servicios Humanos (Department of Human Services, DHS) y el DCFS solo sirven como referencia. Visite [esta página](#) para obtener la información más reciente y [esta página](#) para participar en un seminario web que describe las directrices con más detalle.

–Información sobre la
reapertura–



Cúidese. Servicios de guardería.

Apéndice



Reanudación
gradual (Fase IV)

Glosario

Distanciamiento social: distancia física de al menos seis pies entre personas o grupos de personas.

Lavado de manos: acción de lavarse bien las manos con agua y jabón durante al menos 20 segundos o usar desinfectante que sirva para eliminar el virus que causa el COVID-19.

PPE (personal protective equipment): equipo de protección personal (p. ej., mascarillas, lentes, protectores faciales). Los requisitos varían según la industria y las circunstancias específicas.

Reunión: Grupo de personas, que no sea un grupo familiar, que participan en un evento espontáneo o planificado y que se reúnen durante más de diez minutos.

Ejemplo del cuestionario de autoevaluación

Autoevaluación: protocolo por el que el empleado responde preguntas al inicio de su turno. De acuerdo con las directrices del Comisionado de Salud, las preguntas pueden ser:

- ¿Ha tenido más de 100 grados Fahrenheit de temperatura o ha tomado algún medicamento para tratar la fiebre de más de 100 grados Fahrenheit en las últimas 24 horas?
- ¿Tiene tos que antes no tenía y que no puede atribuir a otra condición de salud?
- ¿Tiene dolor de garganta que antes no tenía o que empeoró y que no puede atribuir a otra condición de salud?
- ¿Tiene dificultad para respirar que antes no tenía y que no puede atribuir a otra condición de salud?
- ¿Ha perdido por completo el olfato o el gusto hace poco?

—Directrices recomendadas—



Cúidese. Servicios de guardería.

Recursos de salud pública



Reanudación
gradual (Fase IV)

Directrices generales para el lugar de trabajo

Recursos nacionales para más orientación

CDC: Activities and Initiatives Supporting the COVID-19 Response and the President's Plan for Opening America Up Again (Actividades e iniciativas de los CDC que respaldan la respuesta al COVID-19 y el plan del presidente para reabrir los Estados Unidos): <https://www.cdc.gov/coronavirus/2019-ncov/downloads/php/CDC-Activities-Initiatives-for-COVID-19-Response.pdf>

CDC: Guía para empresas y lugares de trabajo: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html>

OSHA: Guidance on Preparing Workplaces for COVID-19 (Guía sobre la preparación de los lugares de trabajo para el COVID-19): <https://www.osha.gov/Publications/OSHA3990.pdf>

CDPH: Guía por si se confirma un caso de COVID-19 en su centro: <https://www.chicago.gov/content/dam/city/depts/cdph/HealthProtectionandResponse/What%20to%20do%20if%20confirmed%20COVID-19%20case%20in%20facility.pdf>

Directrices para la reapertura de las guarderías de Illinois: Directrices para todos los proveedores emitidas por la GOECD, el IDPH, el DHS y el DCFS: https://www2.illinois.gov/dctf/brighterfutures/healthy/Documents/Day_Care_Guidance.pdf

Seminario web que describe las directrices de Illinois: <https://vimeo.com/433640279>

Departamento de Educación de Estados Unidos (US Department of Education): COVID-19 Information and Resources for Schools and School Personnel (Información y recursos sobre el COVID-19 para las escuelas y el personal de las escuelas): <https://www.ed.gov/coronavirus>

CDC: Guía para programas de cuidado infantil, deportivos juveniles y escuelas: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/index.html>

Directrices suplementarias de los CDC: Guía para los programas de cuidado infantil que permanecen abiertos: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-childcare.html>

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Directrices para el cuidado infantil

Exención de responsabilidad

—Directrices recomendadas—



Exhibit B

DATA SHARING

Providers of Out-of-School Time (OST) programs supply a vital service to CPS students. OST programs provide some of the most effective support structures for our students, fueling them to social, emotional and academic success. When OST providers and the District work together, we can both better serve our students in the coming year.

As partners in this work, CPS wants to better understand what OST programs and opportunities there are for CPS students. CPS is asking OST providers to regularly track data in one of our approved systems, or alternatively, share their data with CPS. This data will help CPS better understand the important work done by Providers while being a more effective advocate for both CPS students and the Provider's programs.

The first section of this Exhibit B outlines the data sharing process for Providers who enter data directly into a CPS system. In most cases, this is the easiest way to share data. If the Provider does not have access to a CPS system, and Provider would like to have access to them, please reach out to the Program Manager.

The second section outlines the data sharing process for Providers who wish to use their own systems to capture program information and share it back with CPS.

1. For Providers who have access to a CPS system to track OST programs:

If the Provider has access to a CPS system, the Provider will be responsible for entering the following program information into the CPS system:

- Program Information: the OST program delivered
- Program Membership: the students enrolled in the program
- Program Attendance: daily attendance of the students in the program

Their login to the system will allow them access to the following student data points:

- Student First Name
- Student Last Name
- Student ID
- Age
- School of Enrollment
- Grade Level
- Student Email
- Parent/Guardian Contact Information

If Provider requires additional information regarding the health, safety, and wellbeing of OST program student participants, Provider may obtain such information directly from the students' parent or guardian.

The Purpose for which access to the above student data points by the Provider is required is to provide program and participation information, including student participant rosters, to the Board. Access to student data not identified above by Provider is not permitted within the Designated Data Reporting System or any other system.

Data Delivery Schedule:

If the Provider is using a CPS system, they must create their program (i.e. enter the above information

into the system) before the first session of the program. Attendance should be entered into the system within 24 hours of each event. Data delivery outside of entry into the system is not required.

2. For Providers who use their own program tracking system:

If the Provider uses their own program tracking system, the Provider is required to provide CPS with regular data extracts of program data collected from Provider systems merged with (a) CPS identifier information; (b) CPS Program Taxonomy Framework (see Figure 1 below); and (c) Provider unique identifier keys that will allow the district to load and organize program data in a uniform holistic manner into the data warehouse for reporting and analytical purposes.

Providers will be required, upon request, to share program data to CPS in the file format and frequency specified by CPS. Providers managing data should do so within the requirements described in the addendum following this Exhibit ___. Program data includes: program information; student membership in the program; and student attendance in program. The Provider will be provided with the full list of values from CPS' Program Taxonomy Framework (see Figure 1) and data specifications sheet (see Figure 2 for high level view of data files).

Data Delivery Schedule:

If the Provider is using their own system, program data should be shared with CPS twice monthly on the 1st and 15th of the month. If needed, a lesser frequency of distribution may be negotiated with the Program Manager.

NOTE: If the Provider is provided access to a CPS system (as described in Section 1 of this Exhibit B), Provider does not need to provide the data described in this section (i.e. Section 2 of this Exhibit B) - if the Provider is provided access to a CPS system, all of this information will be captured through the CPS system.

FIGURE 1: CPS Program Taxonomy Framework

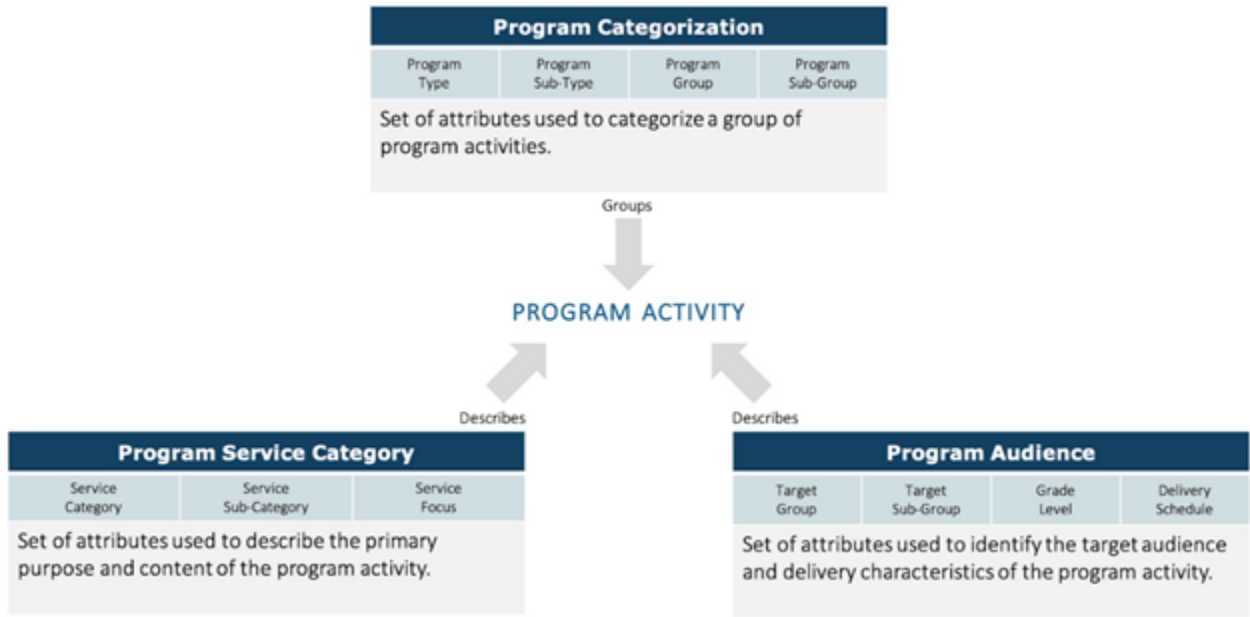
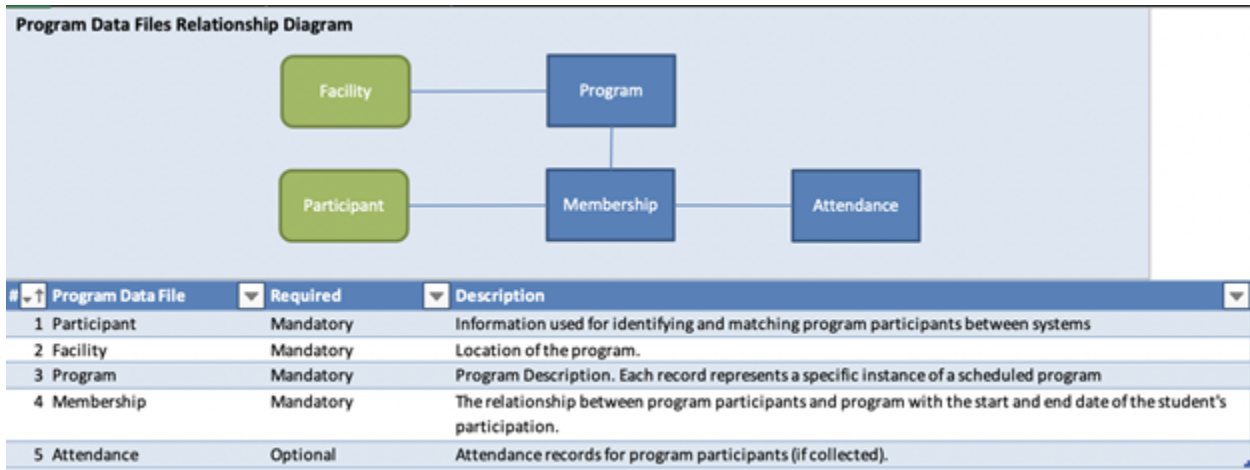


FIGURE 2: Program Data Files



ADDENDUM

INFORMATION, INTEGRATIONS, & DATA MANAGEMENT

Providers: Please note this Addendum content only applies to Providers using their own data system, as described in Section 2 of Exhibit B. This Addendum content does not apply to Providers using a CPS system to enter data.

Information, Integrations, and Data Management are central capabilities needed to deliver information optimally, and to realize service value. Within most modern solutions data and interfacing is needed for both internal CPS and external systems.

Provider capabilities must include the following, at a minimum:

- Must employ experts to work, in collaboration with CPS IT and business experts
- Aligned with district academic and administrative data management programs, which include aligning with IMS Global Standard for open operability, or allowing for open data exchange (for all data within the proposed system) using sfp, or API's
- Ability to maintain logs of activities, status, and functional state of the solution
- Have an application architecture built with security in mind, using the latest industry techniques
- The hosted environment must be redundant, with no single points of failure, and have the capacity to handle District demands, and have the capabilities needed to recover from data loss or corruption
- Able to enable reporting and analytics (BI)
- Able to schedule routine imports and exports of data in an automated fashion
- Quality controls for data management within the user interface, and within data synchronization routines
- Leverage the CPS system of record for identity and access management (Rapid ID / SAML for single sign on)
- For third party integrations - Document purpose, data exchanges, utility of integration, method of integrations, provide geography of operations, the name of the third party, and a formal CPS IT approval
- For educational platforms, support One-roster / IMS Global protocols

A more comprehensive explanation of the requirements above are described in the sections below.

Audit History

The solution should maintain a complete history of all data including the user identification and timestamp for data creation, updates and deletions to support a complete audit history; this includes persistence of deleted data ("soft deletes") for all key entities as determined by Board requirements. Reporting on audit history shall be easy and efficient, preferably including out of the box reports summarizing data changes.

Data Integrations

The Solution should support both ad hoc and automated import, export, and update of all necessary data for the in scope systems, at appropriate frequencies, including near-real-time. For platforms supporting digital learning then the solution must support IMS global / One-Roster protocols. Employee assessment results will only be exportable at an anonymized, aggregate level.

Data Accessibility

Provider shall support both ad hoc and automated extract of all data from the Solution at appropriate frequencies.

Portability

It is critical that CPS be able to retrieve its data and applications from the solution and move it into different CPS

environments, or directly to a new Solution at the expiration or termination of any applicable contract with the Provider. If the Solution uses proprietary software and formats to store customer data or applications, it may end up being very difficult to retrieve applications and data in a usable format; if this condition exists then Provider shall transform the data for CPS consumption. In addition, CPS may need to retrieve data to respond to a Freedom of Information Act ("FOIA") request or otherwise uphold its legal obligations. Assessment results are only stored at an anonymized, aggregated level.

Data Validation

Integration of multiple datasets together can be fraught with difficulty, including inconsistent fields, missing datasets, and conflicting sets of information. The Provider solution will need rules to ensure referential integrity between datasets:

- Ensure that primary keys in one dataset are indeed unique, even compound primary keys
- Ensure that foreign keys in one file match the primary keys in another file
- Validation that all other fields are well formed, and cleaned as required

In the data integration environment, it's also important that data issues can be quickly acted upon. Provider shall provide the following options:

- Automatic quarantining of data to ensure that invalid data is not ingested. Even if this is only part of a file, the invalid data is removed and the remainder quarantined
- Email alerts when data issues are identified so they can quickly be escalated as when jobs are not synchronized

Data Management

- The Provider will not copy any CPS data to any media, including hard drives, flash drives, or other electronic devices, other than as expressly approved by CPS.
- Provider shall return or destroy all confidential information received from CPS, or created or received by Provider on behalf of CPS.
- In the event that Provider determines that returning or destroying the confidential information is infeasible, Provider shall notify CPS of the conditions that make return or destruction infeasible, but such plans will be approved by CPS.
- If CPS agrees that return or destruction of confidential information is infeasible; Provider shall extend the protections for such confidential information and limit further uses and disclosures of such confidential information.
- Return all data that is the property of CPS in an electronic format, via an online secure service, such as SFTP, or a shared storage facility security.
- The Solution should support the latest encryption and SSL in motion and at rest for PII (Personally identifiable information).
- Security practices regarding secure application development must be documented.
- Data exchanges with CPS shall be done in an automated fashion.

Data Conversion and Validation

The Provider must provide human resources to partner with the CPS Enterprise Data Team to document the proper conversion mapping and perform test validation for any/all bi-directional data exchanges, or any automation.

Data Protection

Data shall be protected with the latest backup technologies, and be backed up daily, with retention of no less than 30 days, and for the duration of the agreement. Protection techniques shall exist within the production and DR environments, where information is hosted and protected in the United States for student information.

Identity and Access Management

- Must be in compliance with the CPS Security and Access Control policies (<https://cps.edu/AcceptableUsePolicy/Pages/platformGuidelines.aspx>)
- Ensure that any consumer, including a 3rd party vendor's employees or subcontractor to whom access is granted agrees to the same restrictions, standards, and conditions that apply through the contract with CPS, and that access to CPS data is approved by CPS.
- Ensure that any consumer, including a subcontractor, employee, or another 3rd party to whom access to data and/or information systems, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the data and information systems.
- Maintain a security plan that complies with NIST, ISO 27000 series and CPS approved security policies.
- Report to the CIO of CPS within 24 hours of discovery of any security incidents that occur within solution / information systems that may affect CPS systems.
- Maintain audit events according to policy and provide this information to CPS upon request. These audit logs must be kept according to CPS's records retention policy for student records.
- Develop and implement policies and procedures regarding the use of information systems that describes how users are to protect against intrusion, tampering, viruses, etc.
- Authentication mechanism and integration with Active Directory. Should support user account and password requirements and is compatible with the latest version of SAML, Google, Rapid ID, or other CPS approved SSO service platform.
- Documented security controls in place to protect sensitive and/or confidential information.