

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**PARATRANSIT AND ALTERNATE MODES OF STUDENT
TRANSPORTATION SERVICES AGREEMENT**
(Northstar Affiliation Services LLC)

This PARATRANSIT AND ALTERNATE MODES OF STUDENT TRANSPORTATION SERVICES AGREEMENT (“**Agreement**”) is effective as of September 1, 2022 (“**Effective Date**”) and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools with its principal office located at 42 W Madison Street, Chicago, IL 60602 (the “**Board**” or “**CPS**”) and Northstar Affiliation Services LLC, an Illinois limited liability company with offices located at 4536 N. Elston Avenue, Chicago, IL 60630 (“**Vendor**”). The Board and Vendor may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

- A. The Board is seeking Vendors of Paratransit and Alternative Student Transportation Services, as described herein and in the attached Scope of Services (defined below).
- B. The Board desires that Vendor provide certain paratransit and alternate modes of student transportation services to the Board’s Department of Student Transportation Services (“**STS**”) for students enrolled in the following CPS programs:
 - Special Education (ambulatory and non-ambulatory) attending CPS facilities within the City of Chicago
 - Options Schools and Programs
 - Special Education (ambulatory and non-ambulatory) attending non-CPS facilities in and around the City of Chicago
 - Students in Temporary Living Situations
 - Students in Selective Enrollment Programs
 - Other Programs as may be authorized by the Board’s Executive Director of Transportation and/or Chief Operations Officer.
- C. Vendor has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Board.
- D. The Parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which the Services will be requested of and furnished by Vendor.

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

I. GENERAL TERMS & CONDITIONS

1. Term of Agreement. The term of this Agreement (“**Term**”) will be for a period commencing on September 1, 2022 and continuing through August 31, 2023, unless terminated sooner by Board as provided herein.

2. Scope of Services. Vendor agrees to provide the paratransit and alternate modes of student transportation services, which shall include vehicles, equipment, materials, labor, and other required services as described in this Agreement, including the Scope of Services that is attached and incorporated into this Agreement as **Exhibit A** (“**Scope Of Services**”) in accordance with the terms and conditions of this Agreement. “**Services**” means, collectively, the services, deliverables, duties and responsibilities described and any and all work necessary to complete them or carry them out fully and to the standard of performance required in the Agreement, including without limitation any Products or Materials (both as hereinafter defined).

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Reference to Services throughout shall be deemed to include Products and Product terms. “**Products**” means, collectively, any goods, hardware, software, documentation, licenses, updates, components, equipment, or accessories as described in the Agreement that one would consider within the ordinary meaning of the product as understood in the applicable industry or field of business.

The Board retains final authority with respect to all Services-related decisions. The Board may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Vendor's fees, shall be documented by a written amendment to the Agreement signed by the authorized representatives of both parties or other document executed in accordance with the Change Management Process section set forth in this Agreement. The Board assumes no obligation hereunder to purchase any quantity of Products or Services other than those identified on a Purchase Order issued by the Board.

2.1. Uniform Commercial Code. In the absence of a governing provision under the Agreement or should any provision of the Agreement be construed by a court of competent jurisdiction as vague, the corresponding provision of the Uniform Commercial Code, Article 2, shall apply.

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

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

3.1. Compensation; Maximum Compensation Amount. Compensation for Services during the Term shall be payable in accordance with the Schedule of Compensation to be attached to this Agreement and incorporated herein as **Exhibit B** (the “**Schedule of Compensation**”). Prices shall be firm as set forth in the Schedule of Compensation for the Term and, if the Board elects to exercise any Renewal option, will be determined by the Board and will be capped for any such Renewal Term at the amounts set forth in the Schedule of Compensation. There will be no reimbursable expenses, except as specifically provided herein in **Section 14, Specific Terms and Conditions** with regard to car seats purchased by Vendor as provided therein.

The maximum compensation payable to Vendor during the Term shall not exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), as authorized by the Board Report referenced on the signature page of the Agreement (the “**Maximum Compensation Amount**”), as may be amended. Vendor agrees not to perform, and waives any and all claims for payment of Services that would result in billings, beyond the above referenced not-to-exceed amount unless the Parties have executed a written amendment authorizing such additional work and the payment thereof. The Board shall not reimburse for any expenses, except as specifically provided herein in Section 14, Specific Terms and Conditions with regard to car seats purchased by Vendor as provided therein..

It is understood and agreed that the Maximum Compensation Amount referenced hereinabove is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Term of this Agreement and the Board shall not be obligated to pay for any Services not in compliance with this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received for Services not provided. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other agreement between Vendor and the Board.

3.2. Purchase Orders. Orders must be on the Board's Standard Purchase Order Form. The pre-printed terms and conditions found on the Board's Purchase Order shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in the Agreement.

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Under no circumstances shall Vendor deliver any Products or render any Services without an approved Purchase Order.

3.3. Billing and Payment Procedures. All invoices must be submitted electronically via email in PDF format to cpsinvoice@cps.edu. Each email may only contain one invoice and must include the Vendor's name and the CPS Purchase Order number. All invoices must include:

- Vendor name and payment address
- Unique invoice number (determined by Vendor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- Itemized description of the Services rendered and Products delivered
- Date the Services were provided and Products were delivered to CPS
- Detailed pricing information such as quantities, unit prices, discount, and final net amount due

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of the Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local Government Prompt Payment Act [50 ILCS 505/1 *et seq.*], provided however, the Board shall use reasonable efforts to process payments within net ten (10) days from the date of receipt of invoice (assuming there is no issue with the invoice or the Services covered therein). The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify the Products and Services provided under the Agreement.

3.4. Electronic Payments. Vendor agrees that, at the Board's sole discretion, the Board may make payment electronically to Vendor for any and all amounts due to Vendor pursuant to the Agreement by means of the Board's procurement charge card account. Vendor recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Vendor further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Vendor agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement.

3.5. Subcontractor Payments. When a Vendor receives any payment from the Board pursuant to this Agreement, the Vendor must make payment to its subcontractors within 15 days after receipt of payment from the Board, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Agreement and provided the Vendor with all of the documents and information required of the Vendor.

The Vendor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Agreement, and the Vendor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

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

Whenever the Board shall notify the Vendor, in accordance with the notice requirements of the Agreement, that no further vouchers or estimates will be issued or payments made on the Agreement until subcontractors, workmen and employees have been paid and the subcontractor shall neglect or refuse for

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a period of ten (10) days after such notice is given, as above provided for, the Board may pay such subcontractors, workmen and employees applying moneys otherwise due to Vendor without other or further notice to said Vendor.

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

4. INTENTIONALLY OMITTED.

5. Performance Bond. Vendor shall furnish performance security in the form of a bond in an amount sufficient to ensure the fulfillment of the Agreement within seven (7) business days following the award of the Agreement. Upon award of an agreement, and annually thereafter during the Term of the Agreement (and any renewals thereof, if any), Vendor shall enter into and file with the Board, a performance bond covering the entire Agreement year. The performance bond shall be fifty percent (50%) of the annual revenue for the first year, and 25% of the annual revenue for the subsequent years. Vendor shall acquire the bond at its own expense with a surety company having a policyholder rating of not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance guide (current edition). If for any reason Vendor provides twenty-five percent (25%) more service than the amount of service upon which Vendor's performance bond was originally computed, Vendor shall furnish the Board with an increase rider to its performance bond for the balance of performance security due hereunder. Vendor will provide the increase rider within fourteen (14) days of request by the Board.

The Board reserves the right to identify and require alternate performance security requirements during the term of this Agreement. The Board's Chief Procurement Officer (or Acting Chief Procurement Officer, as the case may be) ("**CPO**") will notify Vendor in writing of any such alternate performance security requirement approved by the Board and the terms related thereto. Notwithstanding the foregoing, all performance bond provisions herein are subject to the requirements of the Board, as well as local, state and federal laws and regulations. Any such bond shall be in an amount sufficient to ensure the fulfillment of the Agreement of the Vendor, and Vendor shall acquire the bond at its own expense. In lieu of a performance bond, Vendor may submit a cashier's check, letter of credit or certified check equal to the requirements of the performance bond. The performance bonds referred to herein must be signed by a responsible surety company licensed to do business in the State of Illinois.

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

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7. Personnel.

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

7.2. Key Personnel. The Agreement may list individuals employed by the Vendor, or otherwise provided to perform Services, who have particular expertise on which the Board is relying ("**Key Personnel**"). Vendor may not reassign or replace Key Personnel without the written consent of the Board, which consent shall not be unreasonably withheld or delayed. If one or more Key Personnel terminate his or her employment with Vendor or otherwise become unavailable for reasons beyond Vendor's reasonable control, Vendor shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed. As stated in Section 7.1. above, the Board shall have the right to direct Vendor to remove an individual from performing Services under the Agreement.

8. Non-Appropriation. Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under the Agreement, the Board shall notify Vendor and the Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Agreement are exhausted. Payments for Products and Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under the Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under the Agreement.

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

9.1. Early Termination. The Board may terminate the Agreement in whole or in part, without cause or penalty, at any time, by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received, or the date stated in the notice, whichever is later.

After notice is received, Vendor must restrict its activities, and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Products or Services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in the Compensation Section of the Agreement.

Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of the Agreement.

Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision.

9.2. Suspension of Services. The Board upon thirty (30) calendar days written notice may direct Vendor to suspend delivery of Products or Services in whole or part. Vendor shall promptly resume

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delivery and performance of Products and Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.

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

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

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

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

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the Cure Period, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board.

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

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

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

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

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

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

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9.5. Turnover of Documents and Records. Upon demand of the Board after termination of the Agreement for any reason or the expiration of the Agreement by its terms, Vendor shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to the Agreement or the performance or furnishing of Products and Services, except that Vendor may keep a copy of such information for its own records subject to the terms of the Agreement.

10. Assignment. This Agreement shall be binding on the Parties and their respective successors and assigns, provided however, that neither party may assign the Agreement, or any obligations imposed hereunder, without the prior written consent of the other Party.

11. Intellectual Property.

11.1. Intellectual Property Defined. Intellectual Property shall mean all trademarks, trade dress, copyrights and other intellectual property rights in the materials used in the performance of Services and delivery of Products under this Agreement.

11.2. Board's Intellectual Property. Vendor agrees that all Confidential Information (hereinafter defined), as well as any intellectual property arising therefrom, shall at all times be and remain the property of the Board. The Board's intellectual property shall include specifically any documents and materials created by the Board either alone or in cooperation with Vendor in connection with the Services, including but not limited to such materials that are adapted or reproduced from Vendor's materials ("**Board Materials**"). Any and all unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow, charts, methods, processes, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of Services ("**Work Product**") is exclusively deemed to be "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq.* To the extent that any Work Product does not qualify as a work for hire, Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Vendor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to intellectual property rights as defined in this Section. Board Materials shall exclude any and all (i) third party intellectual property, and (ii) pre-existing Vendor intellectual property that is delivered to the Board as part of the Products and Services. Upon written agreement between the parties, Vendor may be licensed to use the Board's intellectual property for specifically defined uses and terms.

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

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

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11.4. Third Party Intellectual Property. Vendor represents and warrants to the Board that Vendor, in connection with providing the Products and Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other confidentiality or proprietary right of any person or other third party.

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

12. Representations and Warranties of Vendor. Vendor represents and warrants that the following shall be true and correct as of the effective date of the Agreement and shall continue to be true and correct during the Term of the Agreement.

12.1. Licensed Professionals. Vendor is appropriately licensed under Illinois law to perform Services required under the Agreement and shall perform no Services for which a professional license is required by law and for which Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

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

12.3. Compliance with Laws. Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to the 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 Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), the Illinois School Student Records Act (“**ISSRA**”), the Student Online Personal Protection Act (“**SOPPA**”), the Children’s Online Privacy Protection Act (“**COPPA**”), and any others relating to non-discrimination and as applicable. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>. In addition, Vendor shall comply with any governmental regulations, requirements and guidelines and Board guidelines, policies, and rules in effect now or later, and as amended from time to time related to COVID-19, including without limitation all reporting requirements and requirements or recommendations regarding face coverings and social distancing.

12.4. Good Standing. Vendor is not in default and has not been deemed by the Board to be in default under any other contract with the Board during the five (5) year period immediately preceding the effective date of the Agreement.

12.5. Authorization. If Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of the Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of the Agreement which shall constitute valid, binding obligations of Vendor.

12.6. Financially Solvent. Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under the Agreement.

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

12.8. Freedom from Communicable Disease. Vendor shall require all persons assigned to perform Services at any school to show evidence that they are free from communicable disease, including tuberculosis. Acceptable evidence is described in the Illinois School Code, 105 ILCS 5/24-5. From time to time, the Board may require Vendor to demonstrate its compliance with the provisions of this Section.

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12.9. Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

12.10. Third Parties' Property and Information. In performing and delivering the Services under the Agreement, Vendor shall not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party and will not improperly use any third party's confidential information. Vendor shall have, without encumbrance, all ownership, licensing, marketing, and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement.

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

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

12.12. Free of Computer Viruses. Vendor shall use commercially reasonable best efforts to ensure that the Services, including but not limited to any software used in the performance of the Services, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.

12.13. Debarment and Suspension. Vendor certifies, to the best of its knowledge and belief, after due inquiry, that:

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

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

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

12.14. Prohibited Acts. Within the three (3) years prior to the effective date of the Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint

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of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

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

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

13. Background Check. Vendor shall comply with the following requirements and such other procedures as may be determined necessary by the Board from time to time for each employee, agent, volunteer or subcontractor who may have contact with a CPS student as a result of the Agreement (individually and collectively "**Staff**") ("**Background Check**"). For purposes of this Section, contact via text messages, live chats, emails, any other digital or online media, telephone, in person, or through any other means shall be considered "contact". Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:

13.1. Do Not Hire List. The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to the Agreement by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.

13.2. Criminal History Records Check. Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with a CPS student pursuant to the Agreement through the process established by the Board, including using the Board's contracted vendor for conducting such checks, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), which refers to and incorporates the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) (collectively "**Criminal History Records Check**"). A complete Criminal History Records Check includes the following:

- A. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation.
- B. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry.
- C. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder.

13.3. Department of Children and Family Services Check. At Vendor's cost and expense, the Board shall have the right to check Staff who may have contact with a CPS student pursuant to the Agreement for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("**DCFS**") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff ("**DCFS Check**"). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check, and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not access any Board facility and shall not have contact

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with any CPS student hereunder.

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

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

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

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

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

14. Research Activities and Data Requests. Vendor shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research purposes in connection with the Agreement or for any other purposes, Vendor shall comply with the Board's External Research Study and Data Policy adopted December 11, 2019 (19-1211-PO3), as may be amended from time to time.

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Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Director of School Quality Measurement and Research, or as otherwise provided in the Policy.

15. Use of Board's Network; Acceptable Use Policies. If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted August 28, 2019 (19-0828-PO1), and the Board's Staff Acceptable Use Policy, adopted August 28, 2019 (19-0828-PO3), both as amended, during the Term of the Agreement and any renewals thereof. Vendor shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 28, 2019 (19-0828-P21), as may be amended. Vendor shall also comply with the requirements and guidance in the following links as applicable, as may be amended: Acceptable Use Policy of Technology Guidance and other vendor requirements, found at <https://cps.edu/AcceptableUsePolicy/Pages/vendorPolicy.aspx> ("**Vendor AUP**").

16. Independent Contractor. It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. As an independent contractor, Vendor agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. To the extent that Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, Vendor shall be solely responsible for paying such taxes. Vendor agrees that neither Vendor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to social security number or federal employer identification number. In the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of the use of Vendor's employees under the Agreement, Vendor shall indemnify the Board for any such liability.

17. Indemnification. Vendor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character (collectively "**Claims**") arising or alleged to arise out of the acts or omissions of the Vendor, its officers, agents, employees and subcontractors in the performance of the 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 right of a third party.

Furthermore, as stated in Independent Contractor Section above, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Vendor's employees under the Agreement, Vendor shall indemnify the Board for any such liability. As stated in the Confidential Information Section above, in the event of unauthorized access, use, or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of Vendor, its employees, agents, or subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of a data breach to affected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

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

However, if Vendor, after receiving notice of any such proceeding, fails to immediately begin the defense

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

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Vendor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 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 the Agreement.

18. Non-liability of Board Officials. Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to Vendor, its members if a joint venture, or any subcontractors.

19. Board Not Subject to Taxes. The federal excise tax does not apply to the Board, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The amounts paid to Vendor are inclusive of all other taxes that may be levied or based on the Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under the Agreement, but excluding taxes levied or imposed on the income or business privileges of Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.

20. Audit and Records Retention. Vendor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance by the Vendor with the Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution, delivery and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit.

Vendor shall maintain all records related to the Agreement. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to the Agreement and Vendor's performance of Services. Specifically, a complete record of all communications between the Board's students and Vendor's employees, agents, and subcontractors, including but not limited to text messages, chat dialogue, email communications, and recorded voice communications, must be retained. All records shall be retained for the life of the Agreement and through any Transition period. Vendor shall transfer all records and data to the Board generated in the course of performing services within thirty (30) calendar days of expiration or termination of the Agreement. Confidential Information shall be returned to the Board in a secured, consumable format as directed by the Board, such as .csv or SQL file. Upon return of all Confidential Information, Vendor shall provide an affidavit attesting to destruction of all copies in Vendor's possession. All records and data generated pursuant to the Agreement shall be subject to inspection and audit by the Board during the life of the Agreement. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. Vendor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

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21. Freedom of Information Act. Vendor acknowledges that the Agreement and all documents submitted to the Board related to the contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that the Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that the Agreement shall be posted on the Board's Internet website.

22. MBE/WBE Program. Vendor acknowledges that it is familiar with the requirements of the Board's "Remedial Program for Minority and Women- Owned Business Enterprise Participation in Goods and Services Contracts" ("**Remedial Plan**"), which is available on the Board's website at <https://policy.cps.edu/download.aspx?ID=153> and is incorporated as if fully set forth herein. (Please see extension: https://www.cpsboe.org/content/actions/2021_12/21-1215-RS1.pdf). Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Vendor agrees to submit such documentation in connection with the program as may be requested by the Board.

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

23. Right of Entry. Vendor and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use and shall cause each of its officers, employees and agents to use the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of the Agreement, including without limitation, the indemnification provisions contained in the Agreement.

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

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

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

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

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

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

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

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

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

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

26. Public Works. Any construction contract with CPS calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (the "**Act**"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("**Illinois DOL**") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Illinois DOL revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois DOL's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering

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services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

27. Kickbacks. Neither Vendor nor any of its members if a joint venture or limited liability company has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor any payment, gratuity or offer of employment in relation to the Agreement or as an inducement for the acceptance of the Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.

28. Joint and Several Liability. In the event that Vendor, or its successors or assigns, if any, is comprised of more than one legal entity, then in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such legal entity.

29. Survival/Severability. All express representations or indemnifications made or given in the Agreement shall survive the completion of Services or the expiration or termination of the Agreement for any reason. If any provision or part of the Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent that it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

30. Counterparts and Electronic Signatures. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

31. Entire Agreement and Amendment. The Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of the Agreement. No modification or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement are of no force or effect.

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

32. Controlling Agreement. Vendor shall not request any CPS staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the performance of Services except for those documents specifically approved by the Board under the Agreement. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by Vendor. Even if a CPS staff or Board user agrees to any agreement or license contained or referenced in the Products or Services or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Vendor acknowledges and agrees that the terms and conditions of the Agreement represent the entire agreement of the parties for the Products and Services. No additional terms or conditions shall apply to the Board unless a written amendment to the Agreement is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel, or is otherwise documented and executed in accordance with the Change Management Process section of

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this Agreement.

33. Governing Law. Without regard to application of any conflict of law provisions, the Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of the Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Vendor, or by personal delivery on any officer, director, or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning the Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

33. Continuing Obligation to Perform. In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under the Agreement with a reservation of all rights and remedies it may have under or pursuant to the Agreement at law or in equity.

34. Conflict of Interest. The Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one-year period following expiration or other termination of their office.

35. Indebtedness. Vendor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Agreement as fully set forth herein.

36. Ethics. No officer, agent or employee of the Board is or shall be employed by Vendor or has or shall have a financial interest, directly, or indirectly, in the Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Agreement as fully set forth herein.

37. Inspector General. Each party to the Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations. It shall be the duty of every contractor, subcontractor, agent or licensee of the Board, and every applicant for certification of eligibility for a Board contract or program, to cooperate with the inspector general in any inquiry undertaken related to the Agreement. Assurance of compliance with this requirement by the contractor's employees, agents or subcontractors shall be the responsibility of the contractor. Failure to cooperate as required may result in monetary and/or other penalties.

38. Waiver. No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

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II. SPECIFIC TERMS AND CONDITIONS

1. **Principal's Right to Direct.** The principal or his/her designee at each school, 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 Vendor and its subcontractors when performing the Services on the school site.
2. **Warranty of Services.** Vendor hereby represents and warrants that its Services will be performed in a manner consistent with the standards of the applicable industry or profession. Vendor warrants that its Services will be performed in a manner that does not damage or corrupt data of the Board. Vendor also warrants that the deliverables submitted to the Board for acceptance will conform to the Scope of Services and will be free of errors or defects in design, material and workmanship. The warranties contained in this Section will continue for the duration of the Agreement ("**Warranty Period**") after acceptance of the deliverables, in writing, by the Board. If the Board notifies Vendor, or Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties within the Warranty Period, Vendor shall, at its own expense, promptly correct such non-performance, error or defect, but in no event later than thirty (30) days after notification by the Board. Any repair or replacement of deliverables or portions thereof will be additionally and automatically warranted therein. All warranties will survive inspection, acceptance and payment.
3. **Authority.** Vendor understands and agrees that Vendor is not an authorized representative of the Board or the Chicago Public Schools. All agreements and approvals (written or verbal) of the Board or the Chicago Public Schools must be made by authorized Board employee(s).
4. **Account Management.** Vendor must provide a single point of contact ("**Account Manager**") who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. Vendor shall also be required to have periodic meetings with the Department of Procurement personnel for reasonable contract review meetings as well as an annual review at a time determined by the Department of Procurement. Vendor must support the Board with an appropriate number of personnel to meet the Board's needs.
5. **Removal and Reassignment.** Vendor agrees to remove any of its staff or subcontractor's staff from performing Services if the Board, in its sole discretion, believes that such individual is not performing acceptably or is endangering the safety or welfare of any CPS student. Vendor further agrees to bear any costs associated with the removal of such person. Vendor shall have a transition plan for all key personnel on this account. In the event of removal, reassignment or departure, Vendor will provide transitional coverage of any Key Personnel within five (5) business days and will have new personnel fully in place within sixty (60) days.
6. **Subcontractor Employee Screening and Monitoring Process.** If Vendor plans to subcontract the Services outlined in the Agreement to a third party, Vendor must submit its subcontractor's employee screening and monitoring process for Board approval prior to final contract approval.
7. **Charter School Participation.** Charter schools which receive funding from the Board shall be eligible to purchase Services pursuant to the terms and conditions of the Agreement and, if such charter schools are authorized by their governing bodies to execute such purchases, by issuing their own purchase order(s) to Vendor. The Board shall not be responsible for payment of any amounts owed by charter schools. The Board assumes no authority, liability or obligation on behalf of any charter school.
8. **Participation by Other Local Government Agencies.** Other local government agencies ("**Local Government Agencies**") may be eligible to purchase Services pursuant to the terms and conditions of the Agreement if: (a) such agencies are authorized, by law or their governing bodies, to execute such purchases; (b) such authorization is allowed by the Board of Education's CPO; and (c) such purchases have no significant net adverse effect on the Board and result in no observed diminished ability on the Vendor to provide the Services to the Board or Board's user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections,

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II. SPECIFIC TERMS AND CONDITIONS

Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All purchases and payment transactions shall be made directly between the Vendor and the requesting Local Government Agency; the Board shall not be responsible for payment of any amounts owed by any Local Government Agency to Vendor. The Board assumes no authority, liability or obligation on behalf of any Local Government Authority.

9. Notices. All notices required under this Agreement shall be in writing and shall be sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by facsimile or email as shown by the transmitting device, or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

If to the Board: Board of Education of City of Chicago
Student Transportation Services
42 W. Madison Street
Chicago, Illinois 60602
Attn: Executive Director - Student Transportation Services
Facsimile: 773/553-2860
Email: KJones@cps.edu

With a copy to: Board of Education of City of Chicago
Attention: General Counsel
One North Dearborn, 9th Floor
Chicago, Illinois 60602
Facsimile: (773) 553-1701

If to Vendor: Northstar Affiliation Services LLC
4536 N. Elston Avenue
Chicago, IL 60630
Attention: Anita Cisneros
Facsimile: 773/685-1570
Email: anita@starnorthtaxi.com

10. Remote and In-Person Services.

10.1. Vendor shall provide remote Services consistent with the Scope of Services as directed by the Board. Any and all remote services shall comply with the CPS Acceptable Use Policy found at <https://cps.edu/AcceptableUsePolicy/Pages/vendorPolicy.aspx>, as may be amended (“**Vendor AUP**”). Vendor represents and warrants that Vendor will comply with all Vendor AUP requirements and restrictions.

10.2. Vendor shall only provide in-person Services at any time during the Term or any Renewal Term, including during full or partial/hybrid closure of CPS schools due to COVID-19:

- A. As set forth the Scope of Services.
- B. In compliance with all policies, guidelines, requirements and protocol regarding health, safety and COVID-19 of the Chicago Public Health Department (“**CDPH**”).
- C. In compliance with all CPS policies, guidelines, requirements and protocol regarding health, safety and COVID-19, as may be amended, including but not limited to all standards and expectations for on-site programming at schools during remote learning.

11. Additional Requirements for Delivery of Products and Services. In the event of a strike, sympathy strike, picketing, work stoppage, slowdown, demonstration, or any other lawful or unlawful disruptive activity that impacts Services, Vendor shall ensure continued uninterrupted delivery of Services

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and Products to the Board in accordance with the terms of the Agreement, or as may be otherwise directed by the Board and agreed upon by the Parties. Under the aforementioned circumstances, the Board shall have the right to direct Vendor to use any of the following methods to arrange for continued delivery of Products and Services: 1) use of Vendor's non-union employees or an alternative courier to deliver products; 2) delivery of products to an alternative site; 3) use of Board employees to pick up Products from Vendor or Vendor's couriers; or 4) any other alternative means necessary to ensure that Products and Services are timely delivered to the Board without disruption. Vendor shall also enforce any no-strike clauses Vendor has in its collective bargaining agreements when such clauses impact the delivery of any Services or Products under this Agreement. Any alternative delivery methods utilized under this section shall be approved by a representative designated by the Board.

12. Student/Apprentice Program. Vendor agrees that it will initiate and implement a student/apprentice program to the fullest extent practicable in performing the Services. Vendor shall insure that such program adheres to any criteria established pursuant to the Illinois School Code or other applicable regulatory agency. Such program will include high school students (juniors and seniors) in work activities that expose them to various areas of the business environment. Vendor shall submit monthly reports to the Department of Transportation and the Department of Procurement relative to the progress of the program.

13. Liquidated Damages. Because of the difficulty in ascertaining and quantifying the actual damages which the Board may sustain should the Vendor fail to perform Services as required under this Agreement, the Board and Vendor agree that the Board shall have the right to assess liquidated damages for each failure by the Vendor to perform the Services required under this Agreement. The amount of liquidated damages for each such failure by the Vendor shall be assessed on a fixed amount basis. The Board and the Vendor further agree that the imposition of liquidated damages is a reasonable measure of the Board's damage.

Vendor agrees to pay such amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Board and further authorizes the Board to deduct the amount of the damages from money due the Vendor under this Agreement. If the monies due the Vendor are insufficient or no monies are due the Vendor, Vendor shall pay the Board the amount(s) within thirty (30) calendar days after receipt of a written demand by the Board.

The Board shall have the right to elect not to assess liquidated damages in its sole discretion and determination. However, failure by the Board to assess liquidated damages in any particular instance or occasion shall not preclude, or constitute a waiver, of the Board's right to assess such damages at a later time, or on a subsequent occasion. The Board's right to assess liquidated damages shall not preclude the assertion of, or be exclusive of, any other available remedy including the right to terminate this Agreement, in whole or in part, or the right to seek damages for an unspecified amount for other failures to perform under this Agreement.

Any service issue resulting in an assessment of liquidated damages may also result in loss of route or loss of all routes serving a school as determined appropriate by STS. Service issues that STS identifies with normal school year start-up which occur during the first five (5) days of school will not be assessed liquidated damages. Liquidated damages will not be assessed if lateness results from "Force Majeure".

The term "Force Majeure" as used herein means acts of God; acts of public enemy, blockades, wars, insurrections or riots; landslides, earthquakes, fires, storms, floods, or washouts; governmental restraints, either federal or state, civil or military; civil disturbances; explosions; and traffic accidents caused entirely by a party other than vendor or vendor's employees.

The Board may assess liquidated damages in amounts set out below, on i) an 'each individual incident' basis, i) an "each occurrence" basis or iii) an "each day" basis. Liquidated damages assessed on an "each individual incident" basis will be assessed each time the infraction occurs. Liquidated damages assessed on an "each occurrence" basis will be assessed once for each occurrence (non-trip or non-daily). Liquidated damages assessed on an "each day" basis will be assessed daily.

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Vendor agrees to pay to the Board the following assessment(s) for Liquidated Damages as further set forth in Section 13 above:

<u>Service Failures Resulting In Assessments of Liquidated Damages to be Paid by Vendor:</u>	<u>Assessment</u>
1. Driver is operating a vehicle without a current valid state driver's license. Vendor will also lose all routes at the school where the illegal driver performed services.	\$10,000/occurrence
2. Student is left unattended in a vehicle after the run is complete.	\$10,000/occurrence
3. If a school vehicle that has failed a State of Illinois Safety Lane Inspection is used to provide services to any CPS route or activity.	\$10,000/occurrence
4. Driver tests positive for being under the influence of alcohol or illegal drugs while operating a CPS route. (Driver's refusal to take test is considered positive).	\$10,000/occurrence
5. Vehicle is operated without a current State License and/or valid State Safety Lane Inspection Certificate for the appropriate type of vehicle.	\$5,000/occurrence
6. Vendor operating in non-compliance with Drug and Alcohol testing requirements.	\$5,000/occurrence
7. Vendor permits a driver to operate a CPS route, a vehicle aide to serve on a CPS route, or a school vehicle to serve a CPS route after being notified by STS that such person or school vehicle is ineligible to serve a CPS route.	\$5,000/occurrence
8. Student remains on the vehicle after other students are unloaded at the designated school and the vehicle leaves the school loading/unloading area but the driver never leaves the vehicle.	\$3,000/occurrence
9. Releasing student with disabilities to unauthorized adult or no adult.	\$3,000/occurrence
10. Vendor fails to comply with the requirement to staff the dispatch office 45 minutes before and after all routes are operating.	\$3,000/occurrence
11. Operating a vehicle that is not within the specified vehicle age requirements.	\$1,000/occurrence
12. Vendor fails to maintain the required amount of insurance coverage.	\$1,000/day
13. A vehicle operating without Vendor documented preventative maintenance, brake inspections, or breakdown records.	\$1,000/occurrence

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14. Vendor submits invoice for route on which no students are riding.	\$1,000/route invoiced
15. Vendor fails to operate an assigned route and STS has to use other sources to provide service.	\$500/occurrence
16. Route does not operate because Vendor's vehicle is a no-show after 45 minutes of the scheduled time.	\$500/occurrence
17. Vendor fails to provide their Certificate of Insurance on the required timelines.	\$500/occurrence
18. Vendor fails to report an incident or accident concerning any Chicago Public School students on any regular route at any time to STS within sixty (60) minutes of the occurrence. Vendor fails to submit Carrier Student Transportation Services Report within 24 hours after an accident or incident.	\$500/occurrence
19. A vehicle operating in non-compliance of equipment requirements: fire extinguisher, safety glass windows, etc.	\$500/occurrence
20. Vendor fails to make requested buses and/or driver records available for inspection at some point between 5 a.m.-5 p.m., on the day of inspection, Monday through Friday (with, or without, notice); and Saturday (with 48-hour notice).	\$500/occurrence
21. Vendor fails to update the driver/vehicle/student database electronically through designated CPS website as requested by STS.	\$500/occurrence
22. Vendor fails to notify STS when students have not been riding the vehicle for more than three days.	\$500/occurrence
23. A vehicle operating with unauthorized students or unauthorized riders.	\$500/occurrence
24. Vendor operates a school vehicle without lap and shoulder belts and 4 point wheelchair securements.	\$250/day
25. A vehicle operating without approved and working telecommunications equipment.	\$250/occurrence
26. Driver operates CPS routes when Vendor records do not document that the driver training requirements and background check requirements have been met.	\$250/occurrence
27. A driver denying a child transportation service or discharging a child from the vehicle that is not the child's designated stop.	\$250/occurrence

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28. A route operated without a current route itinerary or operated with an approved STS modified route sheet in paper or electronic form.	\$250/occurrence
29. A Vendor-employed vehicle aide working when Vendor records do not document that the aide's training requirements and background check requirements have been met.	\$250/occurrence
30. Vendor fails to return a phone call from STS within 30 minutes during normal business hours.	\$250/occurrence
31. Vendor fails to report a late vehicle operating over 45 minutes of the designated school bell time that is the direct fault of Vendor.	\$250/occurrence
32. Vendor fails to comply with CPS Anti-Idling policy.	\$250/occurrence
33. A route, whether AM, mid-day, or PM, arriving at school after the time designated by STS but less than 45 minutes after the scheduled time.	\$100/occurrence
34. A school vehicle operating without approved and fully operational GPS/Tracking equipment.	\$100/day
35. Vendor is in non-compliance with the office telephone or office equipment requirement.	\$100/day
36. Driver/ fails to wear/display the required license/permit/CPS ID badge.	\$100/occurrence
37. A route operated in non-compliance of the route sign requirement.	\$100/occurrence
38. A route operated in non-compliance of the "1-800" sign requirement.	\$100/occurrence
39. Vendor fails to keep the interior and/or exterior of the school vehicle reasonably clean.	\$100/occurrence
40. Vendor fails to provide a vendor aide on an accepted route.	\$100/occurrence
41. Vendor fails to report all vehicles in to STS ("All Clear").	\$100/occurrence

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14. Reimbursement For Car Seats. If Vendor purchases car seats as necessary to provide the Services for use in the vehicles supplied by Vendor for the Services, the Board shall reimburse Vendor for the cost of said car seats. In order to obtain such reimbursement, Vendor shall provide such documentation acceptable to Board documenting the purchase and cost of the car seats. Such purchased car seats shall remain the property of Vendor. All such car seats so purchased shall comply with the applicable local, state, and federal health and safety standards, including without limitation the Consumer Protection Agency and the Federal Trade Commission standards and guidelines. Vendor shall take all necessary steps in order to assure that any manufacturers' or other warranties applicable to said car seats are obtained and remain in effect in accordance with their terms.

15. Requirement To Use CPS-Employed Vehicle Aides on All Runs. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Vendor shall utilize CPS-employed aides on all runs to perform the Services and duties set forth in this Agreement for aides in lieu of any Vendor-employed vehicle aide, as same may be required by the Board. The Board may waive this requirement at its discretion.

16. Transitions.

16.1. Transition at Effective Date of Agreement. Upon commencement of the Agreement, Vendor shall familiarize itself with and prepare to transition to Board's existing programs and current System requirements and procedures that are pertinent to Vendor's programs and performance of Vendor's Services. Vendor shall familiarize itself with ongoing Student Transportation Services ("**STS**") program activities, facilities, operations, equipment, materials, supplies, and other such matters that may be pertinent to the performance of Vendor's Services. Vendor shall fully cooperate with other Board contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other Board contractors. Vendor shall not intentionally commit or permit any act which will interfere with the performance of work by any other Board contractors.

16.2. Transition at Termination/Expiration of Agreement. Upon expiration or early termination of this Agreement, Vendor shall take all actions necessary to accomplish a complete and timely transition from Vendor to Board, or to any replacement service providers designated by Board (collectively "**New Providers**"), without material impact on the Services or any other services provided by third parties. Vendor shall provide Board and New Providers with all information regarding the Services that is needed for the transition. Vendor shall provide for the prompt and orderly conclusion of all work in progress, and other measures to assure an orderly transition. Vendor shall provide any additional transition services as Board requests in writing for a period of up to one year after the termination or expiration of this Agreement, on a time and materials basis, at a rate to be mutually agreed between Board and Vendor. Vendor shall further ensure that all data, records, and Confidential Information generated in the course of performance is returned to the Board in accordance with the terms of the Agreement.

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III. DATA SECURITY & CONFIDENTIALITY TERMS AND CONDITIONS

1. Definitions.

1.1. Confidential Information. In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others (“**Confidential Information**” or “**CPS Data**”). Such Confidential Information may include, but is not limited to: Student-Generated Content (hereinafter defined), Student Data as further defined below, employee data, technical data and specifications, software, ideas, budget figures, operational details, unpublished school information, CPS financial information, access control and/or system logs, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Vendor. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating the confidentiality obligations of this Agreement and any other agreements with the Board.

1.2. Student Data. “Student Data” means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology, including but not limited to the Products (as defined in this Agreement and including without limitation Software) by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students relating to a CPS student. For purposes of this Agreement, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.

1.3. De-Identified Data. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the purposes of this Agreement, De-Identified Data will still be considered Confidential Information and treated as such unless expressly provided otherwise in this Agreement.

1.4. Student Generated Content. The term “Student-Generated Content” means materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and videos.

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

3. Handling of Confidential Information. Vendor shall protect against the unauthorized access,

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III. DATA SECURITY & CONFIDENTIALITY TERMS AND CONDITIONS

use, or disclosure of Confidential Information by employing security measures when handling Confidential Information that are no less protective as those used to protect Vendor's own confidential information and at least as secure as the following. When handling Confidential Information, which may include but is not limited to Student Data, Vendor shall:

- A. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt. Vendor shall not send with encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption.
- B. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.
- C. Not leave Confidential Information in any medium unsecured and unattended at any time.
- D. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access.
- E. Password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive encrypted with an encryption key of no less than 256 bits. Vendor shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. Vendor shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.
- F. Secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to, disclosure and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies, procedures, and technical elements relating to data access controls. All Confidential Information must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures.
- G. Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed within Vendor's Services and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of the Agreement.
- H. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Confidential Information security practices. Vendor agrees to share its incident response plan upon request.
- I. Assure that its systems, Products and Services include at least the following safeguards:
 - 1. Include component and system level fault tolerance and redundancy in system design.
 - 2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
 - 3. Encrypt Confidential Information at rest and in transit.
 - 4. Authentication of users at logins with a 256-bit or higher encryption algorithm.

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5. Secure transmission of login credentials.
 6. Automatic password change routine.
 7. Trace user system access via a combination of system logs and Google Analytics.
 8. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
 9. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.
 10. Employ an in-line intrusion prevention system that inspects incoming data transmissions.
 11. Prevention of hostile and unauthorized intrusion.
 12. Backup of all Confidential Information at least once every twenty-four (24) hours. 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. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Agreement.

4. Dissemination of Information. Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Vendor's possession as a result of Services and/or Materials provided under the Agreement, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

5. Press Releases; Publicity. Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property (as defined below), including but not limited to the CPS logo or the logos of any schools, during or after the performance or delivery of Products and Services without the prior express written consent of the Board's Chief Communications Officer or its designee. Furthermore, Vendor may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or its designee.

6. Return or Destruction of Confidential Information. Vendor shall return all Confidential Information to the Board within thirty (30) calendar days of expiration or termination of the Agreement. Confidential Information shall be returned to the Board in a secured, consumable format as directed by the Board, such as .csv or SQL file. Upon return of all Confidential Information, Vendor shall provide an affidavit attesting to destruction of all copies in Vendor's possession. Vendor shall delete a specific student's Student Data upon the written request of the Board. In the event that Vendor is permitted to retain certain Confidential Information, provided such permission is granted in writing by the Board, such information shall be protected and handled in accordance with the terms of this Agreement for as long as Vendor is permitted to retain such Confidential Information.

7. Unauthorized Access, Use or Disclosure of Confidential Information. If Vendor has knowledge of any unauthorized access, use, and/or disclosure of Confidential Information, it shall: (i) notify the Board immediately, which in no event shall be longer than twenty-four hours from Vendor receiving

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notice of the unauthorized access, use, or disclosure; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably direct to remedy such unauthorized access, use or disclosure, including, if required under any federal or state law, providing notification to the affected persons. Vendor shall bear the losses and expenses (including attorneys' fees) associated with a breach of Vendor's obligations regarding Confidential Information as set forth in this Agreement, including without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. Vendor shall include this provision in any and all agreements it executes with subcontractors performing Services or providing Products under this Agreement.

8. Security Requirements. Vendor will store and process Confidential Information, including any Student Data, in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in the Agreement. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor is required to specify any personally identifiable information (PII) collected or used by their Products. In addition, Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Industry certifications, such as International Organization for Standardization (ISO), SysTrust, Cloud Security Alliance (CSA) STAR Certification, or WebTrust security for SaaS environments are recommended. Such safeguards shall be no less rigorous than accepted industry practices, including specifically the NIST 800-53r4 moderate level, International Organization for Standardization's standards ISO/IEC 27001:2005 (Information Security Management Systems – Requirements), and ISO-IEC 27002:2005 (Code of Practice for International Security Management).

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

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

- 8.1. Security Safeguards.** Vendor agrees to provide the following additional safeguards:
- A. Include component and system level fault tolerance and redundancy in system design.
 - B. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
 - C. Encrypt Student Data at-rest and in-transit.
 - D. Authentication of users at login with a 128-bit or higher encryption algorithm.
 - E. Secure transmission of login credentials.
 - F. Automatic password change routine.
 - G. Trace user system access via a combination of system logs and Google Analytics.
 - H. 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.
 - I. 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.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

III. DATA SECURITY & CONFIDENTIALITY TERMS AND CONDITIONS

- J. Employ an in-line Intrusion Protection System that inspects incoming data transmissions.
- K. Ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks.
- L. Provide a documented disaster recovery plan.
- M. Available recovery times.
- N. Conduct 24x7 system monitoring that is capable of detecting Potential outages.
- O. Plans for File-level, Database and server recovery after a component/system failure, damage or compromise.
- P. Substantial geographical separation between data centers hosting production, backup and redundant system elements.
- Q. Include recovery/mitigation procedures for all managed sites, including subcontractors, agents, and other recipients.
- R. Include provisions for at least the following events:
 - (i) Fire
 - (ii) Natural disaster
 - (iii) Sabotage
 - (iv) Accidental human error
 - (v) Flooding
 - (vi) Equipment failure
 - (vii) Application/database failure
 - (viii) Other unlikely events
- S. No less than annual testing of the disaster recovery plan (at least parts that affect Student Data) with results of the test made available to the Board, as well as information about, and schedule for, the correction of deficiencies identified in the test.
- T. Prevention of hostile or unauthorized intrusion.
- U. Screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Criminal Background Check in the Agreement do not have access to Student Data. Vendor shall provide the security measures taken to ensure that said employees do not have access to Student Data.
- V. Backup of all Student Data at least once every twenty-four (24) hours.
- W. Perform content snapshots at least daily and retain for at least ninety (90) days.

9. Additional Obligations Regarding Treatment of Student Data. In addition to the above stated obligations for the treatment and handling of Confidential Information, Vendor shall abide by the following obligations when handling, receiving, storing, transmitting or otherwise accessing Student Data, if permitted by the Board:

9.1. Student Data Use. Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Products, Services, and technology, for any purpose, including but not limited to amassing a profile about a CPS student or otherwise identify a CPS student except in furtherance of specific Services as set forth in this Agreement. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Products and Services under this Agreement, if applicable.

9.2. Student Data Collection. Vendor shall not collect Student Data except as specifically permitted in this Agreement.

9.3. Marketing and Advertising. Vendor shall not advertise or market to schools, students or their parents/guardians when the advertising is based upon any Student Data that Vendor has acquired because of the use of that Vendor's site, Products, Services, or this Agreement.

9.4. Student Data Mining. Vendor is prohibited from mining Student Data for any purpose.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

III. DATA SECURITY & CONFIDENTIALITY TERMS AND CONDITIONS

Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is prohibited.

9.5. Student Data Transfer or Destruction. Vendor will ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Vendor have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose, if applicable.

9.6. Rights in and to Student Data. All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services and delivery of Products under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property. Vendor does **not** have the right to sell or trade Student Data.

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

9.8. Access. Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access will be logged.

10. Compliance with the SOPPA and FERPA.

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

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

10.3. School Official Status. Vendor acknowledges that it is: (i) acting as a "school official" with a legitimate educational interest as defined by FERPA; (ii) is performing an institutional service or function, under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of Covered Information; (iii) shall use and maintain the Covered Information only for a purpose authorized by the Board in accordance with the Board's instructions; and (iv) shall not re-disclose such information to third parties or affiliates except as authorized under this Agreement or with permission from the Board or pursuant to court order.

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

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III. DATA SECURITY & CONFIDENTIALITY TERMS AND CONDITIONS

- A. Security. Implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Covered Information from unauthorized access, destruction, use, modification, or disclosure including those set forth in the Agreement.
- B. Breach. If a “**Breach**”, as defined in SOPPA, is attributed to Vendor, its officials, agents, employees, and/or Subcontractors and Subprocessors, as defined below, Vendor shall: (i) be liable for any costs and expenses incurred by the Board in investigating and remediating the Breach, including, but not limited to those costs and expenses identified in 105 ILCS 85/15(4)(D)(i)-(iv); (ii) no later than twenty-four (24) hours after the determination that a Breach has occurred, Vendor must do the following:
- i. Send notice to the CPS SOPPA Representative at privacyoffice@cps.edu within twenty-four (24) hours of such determination
 - ii. Such notice shall provide the following information:
 - a. any statement Vendor intends to make to third parties regarding the Breach, which Vendor shall not issue publicly or otherwise disseminate without the prior express written consent of the Board’s Chief Communications Officer or his/her designee;
 - b. the number of CPS students impacted by the Breach, as well as the date, estimated date, or estimated date range of the Breach;
 - c. the name, title, and contact information of the Vendor representative managing the Breach;
 - d. a description of the Covered Information that was compromised or reasonably believed to have been compromised in the Breach;
 - e. information that the parent may use to contact the Vendor to inquire about the Breach, which must include but shall not be limited to the toll-free numbers, addresses, and websites for consumer reporting agencies, the toll-free number, address, and website for the Federal Trade Commission; and
 - f. a statement that the parent may obtain information from the Federal Trade Commission and consumer reporting agencies about fraud alerts and security freezes.
- C. Data Deletion. In addition to obligations set forth in the Parent Access subsection of the Additional Obligations Section below as to inspection and review and correction of factual inaccuracies, Vendor agrees to comply with requests for data deletion as follows:
- i. Requests for deletion should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - ii. Vendor shall appoint a data request manager to receive and process requests to delete Covered Information as further described below.
 - iii. Upon receipt of a request to delete a student’s Covered Information from the CPS SOPPA Representative, as noted in the Board’s SOPPA Guidelines, Vendor shall delete the student’s Covered Information within seven (7) calendar days of receiving such request, unless a student or his or her parent consents to the maintenance of the Covered Information.
 - iv. Vendor shall cooperate with requests for confirmation, redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
 - v. Vendor must delete or transfer to the Board, at the direction of the CPS SOPPA Representative, all Covered Information if the information is no longer needed for the purposes of the Agreement, at the end of each

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***III. DATA SECURITY & CONFIDENTIALITY TERMS AND CONDITIONS**

academic year within the Term, or within ten (10) calendar days of the later of either (i) Vendor's completion of any required reports as part of the Services pursuant to the Scope of Services, or (ii) the termination or expiration of this Agreement. Vendor will provide the Board confirmation of deletion upon request.

D. Publication.

- i. Identify as directed by the Board during the course of the Agreement, through a completed Scope of Student Data Collection Exhibit, an explanation of the data elements of Covered Information that the Board will disclose pursuant to this Agreement and an explanation of how the Board uses, to whom or what entities it discloses, and for what purpose it discloses the Covered Information.
- ii. In accordance with SOPPA and the Board's FOIA obligations as further described herein, the Board will make this Agreement available for public inspection on its website, which shall thereby also publicly disclose the Scope of Student Data Collection Exhibit, which includes material information about Vendor's collection, use, and disclosure of Covered Information.
- iii. Covered Information Access Listing. Vendor shall provide, in the Scope of Student Data Collection Exhibit, to the Board a list of any subcontractors or third party affiliates to which Covered Information may, has been, or will be disclosed. Vendor will also provide a link to Vendor's website, which must include a direct link to the required list. Vendor must keep this list current at all times through the link identified in the Scope of Student Data Collection Exhibit.
- iv. Comply with SOPPA limitations on a student's Covered Information:
 - a. A student's Covered Information shall be collected only for Pre-K through 12 School Purposes and not further processed in a manner that is incompatible with those purposes.
 - b. A student's Covered Information shall only be adequate, relevant, and limited to what is necessary in relation to the Pre-K through 12 School Purposes for which it is processed.
 - c.

E. Vendor Prohibitions. Vendors are prohibited from:

- i. Engaging in any advertising to schools, students or their parents/legal guardians as set forth in the Confidentiality Section of this Agreement, including but not limited to any Targeted Advertising on the Vendor's site, service, or application or Targeted Advertising on any other site, service, or application if the targeting of the advertising is based on any information, including Covered Information and persistent unique identifiers, that the Vendor has acquired pursuant to this Agreement.
- ii. Collecting Covered Information from district staff or outside of the permissions granted under this Agreement.
- iii. Using information including persistent unique identifiers, created or gathered by the Vendor's site, service, or application to amass a profile about a student.
- iv. Selling, renting, leasing, or trading a student's information, including Covered Information, as additionally stated in the Sale of Student Data Section of this Agreement.
- v. Disclosing Covered Information, except for circumstances allowable under SOPPA with the express written permission of the CPS SOPPA Representative, and pursuant to this Agreement.

F. Additional Obligations:

*THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE***III. DATA SECURITY & CONFIDENTIALITY TERMS AND CONDITIONS**

- i. Subprocessors. Vendor shall enter into written agreements with all Subprocessors performing functions for the Vendor in order for the Vendor to provide the Services pursuant to the Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. For the purposes of this Agreement, “**Subprocessors**” shall be defined as (sometimes referred to as the “**Subcontractor**”) means a party other than the Board or Vendor, who provides uses for data collection, analytics, storage, hosting services, maintain or other service to operate and/or improve its service, and who has access to Student Data.
- ii. Limitations on Subcontractors. Vendor is prohibited from using a platform other than its own and herein approved to provide the Services. No Services provided hereunder shall be delivered using the platform, software, website, or online or mobile application operated by an entity other than Vendor that would otherwise be an “Operator” itself.
- iii. Parent Access. Vendor shall establish reasonable procedures by which a parent, legal guardian, or eligible student may inspect and review Covered Information, correct factual inaccuracies, and procedures for the transfer of student-generated content to a student’s own personal account, consistent with the functionality of services. Vendor can only accept inquiries for such inspection and review or correction of factual inaccuracies from the CPS SOPPA Representative.
- iv. Requests for Inspection and Review.
 - a. Requests for inspection and review should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - b. Vendor shall appoint a data request manager to receive and process requests to inspect and review Covered Information as further described below.
 - c. Upon receipt of a request to inspect and review the student’s Covered Information from the CPS SOPPA Representative, as noted in the Board’s SOPPA Guidelines, Vendor shall furnish the requested information in a PDF format to privacyoffice@cps.edu within seven (7) calendar days of receiving such request.
 - d. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
- v. Request for Corrections of Factual Inaccuracies.
 - a. Requests for corrections of factual inaccuracies should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - b. Vendor shall appoint a data request manager to receive and process requests from the Board to correct a factual inaccuracy(ies) contained in a student’s Covered Information.
 - d. Upon receipt of a request from the Board to correct a factual inaccuracy(ies) contained in a student’s Covered Information, Vendor shall correct the identified factual inaccuracy(ies) within seven (7) calendar days of receiving such request.
 - e. Vendor shall confirm the correction of the factual inaccuracy(ies) to the CPS SOPPA Representative within seven (7) calendar days of making such correction.
 - f. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.

11. **Volunteers, Employees, Agents, and Subcontractors.** Vendor agrees to provide its volunteers,

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III. DATA SECURITY & CONFIDENTIALITY TERMS AND CONDITIONS

employees, agents, and subcontractors only such Confidential Information that is necessary for the delivery of Products and the performance of Services pursuant to this Agreement and to cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.

12. Data Security Manager. Vendor shall provide the Board with the name and contact information for a primary and alternate employee of Vendor who shall serve as the Board's primary security contact and who shall be available to assist the Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Confidential Information-related security breach. The designated contact shall respond to any Board inquiries within two (2) hours.

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

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

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IV. INSURANCE REQUIREMENTS

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

1. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under the Agreement with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

2. Commercial General Liability Insurance. Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense. Commercial General Liability Coverage may not exclude coverage for sexual abuse and molestation.

3. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

4. Sexual Abuse & Molestation Insurance. Sexual Abuse & Molestation Insurance with limits of not less than One Million (\$1,000,000.00) per claim and Two Million (\$2,000,000.00) in the aggregate. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the 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.

5. Cyber Liability And Privacy & Security Insurance. Cyber Liability and Privacy & Security coverage for damages arising from a failure of computer security, or wrongful release of private information, including expenses for notification as required by local, state or federal guidelines, with limits of liability not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. The policy will be a claims-made program with any prior acts exclusion predating both the date of the Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of two (2) years after expiration or termination of the Agreement or Vendor must secure a 2-year extended reporting provision.

6. Umbrella/Excess Liability Insurance. Umbrella or Excess Liability Insurance to provide additional limits for underlying Workers' Compensation and Employers' Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Sexual Abuse & Molestation Insurance (if the latter is required) (and its Cyber Liability And Privacy & Security Insurance, if Umbrella/Excess coverage is available for this coverage), with limits not less than Nine Million Dollars (\$9,000,000.00) per occurrence, and shall cover the Board and its employees, subject to that of the primary coverage.

7. Additional Insured. Vendor shall have its Commercial General Liability, Umbrella/Excess Liability, Automobile Liability Insurance and Sexual Abuse and Molestation Insurance policies (if the latter is required) (and its Cyber Liability And Privacy & Security Insurance, if this endorsement is available for this coverage) 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".

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IV. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

Each year, Board-approved, registered vendors will be notified 30 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should you have any questions on submissions and payment options, you can contact the certificate monitoring company.

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IV. INSURANCE REQUIREMENTS

Certificate Monitoring Company:

Topiary Communications Inc.

211 W. Wacker Drive, Ste 220

Chicago, IL 60606

Phone: (312) 494-5709

Email: dans@topiarycomm.net

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

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

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO DS
✓/h

NORTHSTAR AFFILIATION SERVICES LLC

DocuSigned by:
Patricia Hernandez
By: 68F0875FFFFDF456...
Patricia Hernandez
Acting Chief Procurement Officer

By: Anita Cisneros
ANITA CISNEROS
[Printed Name]
Title: GENERAL MANAGER

Date: August 20, 2022

Date: 8-19-22

Board Report No.: 22-0622-RS4

Approved as to legal form: DS
BH DS
ES DS
✓/h

DocuSigned by:
Joseph T. Moriarty
By: 571EC59C33144C5
Joseph T. Moriarty, General Counsel

ATTACHMENTS:

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Compensation
- Exhibit C: Current Zones Map

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT A

SCOPE OF SERVICES
(Northstar Affiliation Services LLC)

Service: Paratransit and Alternative Student Transportation Services

CPS Project Manager: Leonardo Franco

Phone: 773-553-2860 **E-Mail:** lfranco6@cps.edu **Title:** Transportation Manager

Vendor's Project Manager: Anita Cisneros **Phone:** 773/685-2300 ext 1120

Title: General Manager **E-Mail:** anita@starnorthtaxi.com

Period of Performance: September 1, 2022 - August 31, 2023

This Scope of Services will be conducted pursuant to the terms and conditions of the Paratransit And Alternate Modes Of Student Transportation Services Agreement ("**Agreement**"), effective as of September 1, 2022 by and between Northstar Affiliation Services LLC ("**Vendor**") and the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"). Capitalized terms in this Scope of Services shall be understood to have the same definitions as given to them in the Agreement unless specifically noted otherwise in this document. The terms and conditions set forth in the Agreement shall not be changed or modified in the Scope of Services or in any other document unless it is done so in accordance with the terms of the Agreement, particularly those set forth in the Change Management Process Section of the Agreement. In the event of a conflict between the terms and conditions contained in the body of the Agreement and those in this Scope of Services, the terms in the body of the Agreement shall supersede and prevail.

1. **Services:** Vendor shall provide the Board with paratransit and alternate modes of student transportation services (including vehicles, equipment, materials, labor and other required services) ("**Services**") for students participating in one of the below listed programs:
 - A. Special Education (ambulatory and non-ambulatory) attending CPS facilities within the City of Chicago
 - B. Options School Programs
 - C. Special Education (ambulatory and non-ambulatory) attending non-CPS facilities in and around the City of Chicago
 - D. Students in Temporary Living Situations
 - E. Students in Selective Enrollment Programs
 - F. Other Programs as may be authorized by the Chief Administrative Officer

The Board anticipates the need for approximately 350 type F vehicles, 75 type G vehicles and 60 type T vehicles to run during the following time periods on school days:

- A. Morning service - 6:00 am to 9:00 am
- B. Mid-Day service - 10:30 am to 1:00 pm
- C. Afternoon service - 1:30 pm to 6:00 pm

It is understood and agreed that the Board shall assign routes to Vendor and that Vendor's obligation is to provide vehicles and staff for the assigned routes.

Vendor must be capable of adjusting run schedules and Services within 24 hours after notice of such change is received. Vendor must provide pricing for all zones included in this Agreement and be prepared to operate routes that originate and terminate in different zones throughout the City of Chicago and outside the City of Chicago, as required by the CPS Department of Student Transportation Services ("**STS**"). The zone information is included in the Current Zones Map as set forth in **Exhibit C**.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT A

SCOPE OF SERVICES
(Northstar Affiliation Services LLC)

2. Definitions:

2.1. Run ID - This is the unique identifier for each run. A run is defined as the pick-up of the first student, picking up the remaining students, and the drop off at school. Then the reciprocal run returns the student home at the end of the day along the same path.

2.2. Run Type - There are three run types:

- i. AM/PM Round Trip - This is a round trip, picking students up in the morning, dropping them off at one school, and returning the students in the afternoon along the reverse path.
- ii. AM/PM Shared Round Trip - This is a round trip, picking students up in the morning, dropping them off at two schools in succession, and returning the students in the afternoon along the reverse path. For these runs, the final school is shown as the destination.
- iii. Midday One-Way/Dual Enrollment - this is a one way trip picking up students and dropping them off at school for the midday or picking up students at the school and dropping them at home.

2.3. Route ID- This is the unique identifier for each route. A route is defined as all of the runs a single vehicle does in a day.

2.4. Route Type- There are two route types:

- i. AM/PM Single Route-- This is a route that consists of two runs-- one in the AM and one in the PM. They may be runs that service two different schools. The runs may also be "shared" runs, but are still considered "single."
- ii. AM/PM Paired (aka "tiered") Route-- This route contains at least 3 runs and may contain up to 6 runs (2 AM, 2 midday, 2 PM). The runs may service different schools.

2.5. Dry Runs: At the request of STS, Vendor shall perform a "dry-run" on any of routes that have been assigned to Vendor prior to the start of the regular school year or summer school term and/or new routes added during either term. The driver assigned to the run(s) must conduct the dry-run to qualify for reimbursement. The Board shall reimburse the Vendor for dry-runs conducted as directed by STS.

School officials must approve sign-in sheets indicating that the dry-runs were conducted. In lieu of the sign-in sheet, STS may require GPS documentation of the dry-runs being conducted. Vendor shall be paid for documented dry-runs at a flat-fee of fifty dollars (\$50.00) per vehicle-- regardless of the number of runs performed on that vehicle.

3. Diverse Learners on School Runs: Students who are Diverse Learners must be transported in accordance with the Board's direction. The Vendor will remain responsible for each student with disabilities until the student is met by an authorized, responsible adult or as otherwise directed by school officials. Vendor agrees to comply with the Board's Stranded Student Protocol.

4. Start - Up Readiness Requirements: No more than thirty (30) days prior to the commencement date of the Contract and annually, no more than thirty (30) days prior to each school year thereafter, Vendor shall demonstrate its operational readiness to conduct smooth startup operations and satisfactorily run all runs assigned to Vendor. The Vendor shall demonstrate operational readiness and the ability to conduct satisfactory service to schools by submitting the following to STS in accordance with the schedule and timelines established by the STS:

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EXHIBIT A

SCOPE OF SERVICES
(Northstar Affiliation Services LLC)

- 4.1.** Evidence of sufficient financial strength and resources to operate and provide the services, including, but not limited to reports of:
 - A. Financial condition, including latest financial statements as requested by the Chicago Public Schools Chief Procurement Office (“CPO”); and
 - B. Outstanding legal actions

- 4.2.** Evidence that the Vendor’s vehicles, and other necessary equipment are sufficient to satisfactorily perform Services for the runs, including without limitation:
 - A. List of licensed drivers

 - B. List of holders of an Illinois passenger vehicle certifications

 - C. List of drivers in training with projected licensing date for each

 - D. List of licensed vehicles to be used in providing the services

 - E. List of bus aides or proposed hiring plan

- 4.3.** Evidence of management personnel with sufficient skills, experience and resources to ensure that all services are satisfactorily delivered hereunder, including without limitation:
 - A. List of management personnel along with their defined responsibilities, including, but not limited to, those individuals responsible for:
 - 1. Supervision of drivers and vehicle aides;
 - 2. Dispatch of drivers and vehicles;
 - 3. Safety; and
 - 4. Any other information requested by the CPO.

- 4.4.** Evidence of compliance with insurance, bonding, licensing and other requirements which are necessary for Vendor to provide Services hereunder, including without limitation: (i) Certificate of insurance; (ii) Performance bond; and (iii) Applicable operating licenses and registrations.

STS reserves the right to conduct a site visit of Vendor’s facilities in order to view Vendor’s operations and practices. When an on-site operational readiness audit is scheduled, Vendor shall make its facilities, vehicles and records available for inspection by the STS.

Further, STS reserves the right to require Vendor to provide an oral presentation concerning its: (i) Financial condition; (ii) Progress with respect to recruitment and training of drivers and vehicle aides; (iii) Purchase and delivery of vehicles; and (iv) Such other matters as may relate to operational readiness.

Vendor agrees to fully cooperate with STS’s efforts to ascertain the Vendor’s operational readiness status and shall timely respond to all questions and requests for information. STS shall evaluate the information provided by Vendor together with information gathered in on-site readiness audits and from other relevant sources to determine the operational readiness of the Vendor.

STS shall provide a written record of any and all noted deficiencies related to operational readiness to the Vendor for correction. If the Vendor is not able to satisfactorily and timely correct the readiness deficiencies, the Chicago Public School’s Executive Director of STS shall notify the Vendor of any run reductions or other remedies imposed that result from an STS finding that Vendor has failed to demonstrate operational readiness.

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5. **Run Requirements:** Vendor must provide services for all operating days as required by the Board. The Board retains the authority to change or otherwise modify the school start and end times and dates as it deems appropriate.

5.1. **Arrival/Departure Time at School:** Vehicles shall arrive at the school(s) on each run at times as determined appropriate by the Executive Director of STS. A vehicle that arrives after the time designated by the Board is considered late. No student drop off may occur before the time designated by the Board.

5.2. **Run No-Shows and Delays:** Any run that arrives at its destination forty-five (45) or more minutes later than the time specified by the Board shall be considered a "No-Show". All runs must be completed, even those considered a "No-Show." No payment will be made for runs that STS deem to be "no shows" which are the fault of the Vendor. Vendor shall notify the Board and the appropriate school(s) by phone if for any reason a run will arrive at any school(s) fifteen (15) or more minutes after the agreed upon time.

5.3. **Inclement Weather and Other Factors:** During inclement weather if the Board decides to cancel school, Vendor will not be required to provide any Services. The Board will notify the Vendor no later than two (2) hours prior to normal bell times of a District wide or school specific closure due to weather or other factors. If there is a decision to implement an emergency closure of a school earlier than the normal bell time, the Board will inform the Vendor as soon as possible, but not later than 1 hour prior to the closure time.

5.4. **Accident/Incident Procedures:** Each driver involved in an accident or incident that occurs while operating a vehicle for the purposes of a run for the Board shall follow the CPS Vehicle Accident Procedures and shall report such accident/incident to Vendor who shall report such accident/incident to the Board as soon as possible, but in no event more than one (1) hour after any accident or incident. The initial report from Vendor shall be made by telephone or such other electronic method specified and determined appropriate by the Executive Director of STS. Any accident, no matter the severity, in which students are on board must be called into 911. The paramedics will check that the students do not need to be transported to the hospital and the police will complete an Accident Report. A copy of the Accident Report must be provided to STS within 24 hours of the accident.

Each accident or incident must also be reported in writing to the Board. The written report must be received by the Board within twenty-four (24) hours after the occurrence of any accident or incident. The Board may, in its discretion, require an investigation of accidents or incidents including a written report identifying the corrective actions, video during time-period of the accident and time frame for implementation of such actions.

While operating Board runs, Vendor may only transport Board students and others specifically assigned by CPS to such run. Drivers and Vendor-employed aides may not transport their children on any Board run.

Vendor is not required to give the Board exclusive use of vehicles, provided there are no conflicts with the required run times or other Board requirements described herein. Only passengers approved by the Board may ride in any such vehicles at the same time as students.

6. **Vehicle Compliance Requirements:** All vehicles provided by Vendor must comply with all City of Chicago, State of Illinois and Federal statutes, ordinances and regulations as may be amended, including but not limited to the current Americans with Disabilities Act ("**ADA**") requirements for the

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transportation of persons with disabilities. Three (3) types of non-school bus vehicles may be utilized to perform the Services required by this Agreement. A Vendor shall provide the type of vehicle necessary to meet the needs of the students assigned to the run, such vehicle(s) shall be either non-lift equipped or lift/ramp equipped based on run(s) and student needs. In addition to complying with all, local, state and federal laws and regulations, the vehicles must also comply with the following standards:

- 6.1.** Type F - Non-Lift Equipped Vehicle – A non-school bus Division I, MPV, (Multi-Passenger Rated Vehicle) that has a manufacturer’s rated capacity of 8 or fewer passengers in addition to the driver. The vehicle must allow, at a minimum, appropriate seating for four (4) ambulatory passengers. Small vans or passenger automobiles may be used in the vehicle category.
- 6.2.** Type G - Lift/Ramp Equipped Vehicle - A non-school bus Division I, MPV, (Multi-Passenger Rated Vehicle) that has a manufacturer’s rated capacity of 8 or fewer passengers in addition to the driver. The vehicle must allow, at minimum, appropriate seating for one (1) wheelchair non-ambulatory bound passenger and three (3) ambulatory passengers. Each wheelchair location must be equipped with forward-facing wheelchair securement anchorages. Vehicles with an automated lift designed for the loading/unloading of wheelchair bound passengers are desired but appropriately designed ramps may also be used for the loading /unloading of wheelchair bound passengers.
- 6.3.** Type T – Taxi Cabs – Non-school bus vehicles approved and licensed to operate by the City of Chicago, Department of Consumer Affairs as Taxi Cabs. The vehicle must allow appropriate seating for three (3) ambulatory passengers in the rear seat of the vehicle. All vehicles must have a manufacturer’s rated capacity of 8 or fewer passengers in addition to the driver.
- 6.4.** Only vehicles manufactured as passenger-carrying vehicles shall be used.
- 6.5. IN ADDITION TO THE FORGOING, ALL VEHICLES MAKING BOARD RUNS MUST:**
 - A. Have a maximum capacity of eight or fewer passengers, including the aide but excluding the driver;
 - B. Pass safety tests conducted by the Illinois Department of Transportation;
 - C. Have never been in junk or salvage status or involved in serious accidents including those that necessitated repairs to the frame;
 - D. On September 1 of each year of the Term vehicles (including spare vehicles) to be used throughout the following twelve months shall not exceed ten (10) years vehicle age effective as of September 1st of the then current year;
 - E. Be maintained in clean, safe and proper mechanical condition in accordance with federal and State of Illinois requirements and manufacturer recommendations and be inspected for such condition on a regular basis;
 - F. Be registered in the name of the Vendor or and included under that firm's insurance coverage;
 - G. Be parked in secure locations when not making runs;
 - H. Be inspected each morning and each afternoon prior to Board runs in a planned and systematic manner;
 - I. Be equipped with:
 - i. Global Positioning System (“GPS”) or other mobile data terminals or automatic vehicle locators which must be able to be tracked on demand by members of STS, either through an online portal or through integration with the Board’s GPS platform;
 - ii. Radio communication systems approved by the Board for

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- iii. communications between the terminal/dispatch center and the driver; Properly working heating and air conditioning systems, locking windows, child safety locks and properly maintained individual seat belts;
- iv. Dry chemical type fire extinguishers mounted in the manufacturer's automobile type bracket in a position accessible to the driver; first aid kits;
- v. Emergency information packets showing: name and phone number of the transportation service provider; vehicle make model and license number, insurance carrier' driver name and number' name and phone numbers of schools on that run and run number; and
- vi. Vehicle surveillance systems (i.e., cameras) which provide continuous recording and video storage capability as required by the Executive Director of STS.
- vii. Cameras with motion, incident or driver initiated recording will not be accepted.
- viii. Be equipped with proper restraint systems (properly used and in good condition) to secure the wheelchairs and a lift or manual ramps if serving students in wheelchairs.

7. **Preventive Maintenance Program for Vehicles:** All vehicles servicing Board runs shall be maintained in clean, safe, and proper mechanical condition in accordance with Federal, State of Illinois and manufacturer requirements by Vendor. In addition to Vendor's compliance with any federal, state and local inspection requirements, the Vendor shall insure that every vehicle is part of a scheduled preventative maintenance program including the inspection and repair of all systems installed on the vehicle. The following systems must be inspected in the preventative maintenance program:

Brake System	Tires
Exhaust System	Safety Equipment
Drive Train	Chassis
Front End	Lights
Suspension System	

8. **Preventative Maintenance Record Keeping Requirements:** Vendor must maintain a file listing all work performed on each vehicle used to provide Services, including, without limitation, preventative inspection results. Vendor may use forms of Vendor's choice, if approved by the Executive Director of STS, or may use the sample forms provided by STS.

9. **Driver Requirements:** An adequate number of licensed drivers will be maintained by Vendor as employees to meet the regular and substitute driver needs required to successfully operate the number of vehicles required for the runs. Drivers must:

- A. Be trained regarding all services required to meet proper student needs;
- B. Be at least twenty-one (21) years of age;
- C. Be in compliance with all city, state and federal vehicle driver licensing and permit laws and requirements;
- D. Meet all existing and/or future Board, city, state and federal requirements for substance abuse testing and criminal background investigations;
- E. Have no reckless driving charges within 3 years; tickets for driving 25 mph over speed limit within the past 3 years;
- F. Have no DUI.

Vendor shall complete a full background check as specified in Section 13 of the General Terms and

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Conditions in the Agreement which includes, but is not limited to, not permitting any individual who has been convicted of any of the criminal offenses enumerated in 105 ILCS 5/34-18.5(c) of the Illinois School Code (as may be amended) to serve as a vehicle driver or provide any service under this Agreement.

Vendor shall comply with the current US Department of Transportation (“DOT”) and State of Illinois laws and regulations as may be from time to time amended as well as any other pertinent local, state, and federal laws and regulations that may be or come into effect, pertaining to drug and alcohol testing of licensed vehicle drivers. Pre-employment, post-accident, reasonable suspicion and random testing must be conducted for those driving vehicles hereunder as such regulations require. All required state and federal DOT reports shall be completed and filed in a timely manner. Vendor shall immediately notify the Board upon any driver(s) testing positive for drugs or alcohol or refusal to be tested.

Drivers testing positive for drugs and/or alcohol shall be removed permanently by Vendor from all Board runs. Drivers shall be suspended from operating Board runs during any investigation to determine or confirm the presence or levels of drugs or alcohol in the driver’s system.

Drivers must keep trip itineraries indicating the streets to be driven, the assigned stops, the pickup and drop off times for each student, student names, addresses, emergency contact information, home phone numbers as well as a second itinerary incorporating any necessary changes for the afternoon run.

10. School Vehicle Driver Training Program: At a minimum, the following school vehicle driver training program must be maintained by Vendor:

10.1. The training of all drivers is the responsibility of the Vendor and Vendors must train all school vehicle drivers performing Services hereunder in compliance with the following: All records must certify and the training consists of at least eight (8) hours of classroom instruction and four (4) hours of behind the wheel instruction prior to operating a Board run. Vendor must maintain each individual driver’s records that must contain records of the State of Illinois initial training and the State of Illinois annual refresher school vehicle driver training. The Vendor agrees to meet these standards for each driver prior to using or assigning a driver to any Board school run. The Vendor agrees to maintain these records for all drivers and that those records will be filed within the training records for all employees. All such records shall be provided to the Board by Vendor immediately upon request in an electronic format designated by the Board to permit information to be portable for auditing purposes. This includes recently hired drivers who formerly worked at other school vehicle companies.

10.2. The classroom instruction must contain, at a minimum, the following modules:

- A. Loading and unloading procedures – including the danger zone
- B. Student behavior management, customer service / dispute resolution, and mandated reporting
- C. Sensitivity training for students with disabilities
- D. Drawstring warning / awareness

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- E. Understanding city directions and addresses
- F. First aid
- G. Vehicle evacuation
- H. Company operational policies
- I. Hazard / accident avoidance
- J. Safe driving practices
- K. Accident and incident procedures
- L. Pre-trip inspection
- M. Use of two-way radio
- N. Federal, state and city school bus operational laws and requirements
- O. Prevention of the spread of infectious diseases by bodily fluids
- P. Securement of wheelchair type devices for special education drivers
- Q. Chicago Public School policies and procedures

10.3. The behind-the-wheel instruction must contain, at a minimum, the following modules:

- A. Loading and unloading procedures
- B. Pre-trip inspection
- C. Vehicle evacuation
- D. Use of radio to communicate with dispatcher
- E. Defensive driving
- F. How to read and follow vehicle run sheets/directions
- G. Securement of wheelchair type devices for special education drivers
- H. Vehicle idling procedures

10.4. Annually, every driver must receive a minimum of eight (8) hours of in-service training not including any state required training. This training can be a mixture of classroom and behind-the-wheel training. This in-service training will always include loading and unloading procedures, Stranded Student Protocol and may include other topics covered during the initial training.

11. **Recordkeeping Requirements For Driver Training Program:** Written documentation must be maintained by Vendor identifying:

- A. Training modules;

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- B. Number of hours of each course covered;
- C. Dates training occurred for each driver throughout term;
and
- D. The trainer who must, together with the trainee sign the training record attesting all training was completed.

The recordkeeping format for all training will be provided to the Board in an electronic format designated by the Board to permit information to be portable for auditing purposes.

12. **General School Vehicle Aide Requirements:** The Board shall retain the authority to provide Board-employed aides to serve run transporting special education students where applicable and for the Vendor to provide Vendor-employed aides to serve runs transporting certain special education students where necessary. STS reserves the right to identify runs that a Vendor-employed aide will be required and shall notify Vendor accordingly. Vendor shall have 3 working days from STS notification to provide such aide(s). Each Vendor-employed aide must:

- A. Be at least 18 years of age; have good moral character;
- B. Meet all physical requirements including, but not limited to working with drivers to load and unload students with the aide in the vehicle receiving the student and the driver loading the student into the vehicle;
- C. Be competent, reliable and be qualified by experience and training to serve as a vehicle aide;
- D. Ensure that students are transported safely and that they are not left unattended; and
- E. Ensure that students are properly secured in rear seats.

Vendor shall complete a full background check as specified in Section 13 of the General Terms and Conditions of the Agreement which includes, but is not limited to, not permitting any individual who has been convicted of any of the criminal offenses enumerated in 105 ILCS 5/34-18.5(c) of the Illinois School Code (as may be amended) to serve as a vehicle aide or provide any services under the Agreement.

13. **School Vehicle Aide Training Program:** Prior to commencing services, each new vehicle aide must receive a minimum of eight (8) hours of instruction. Such instruction and training must be in at least the following areas:

- A. A minimum of four (4) hours of instruction prior to run assignment and trained in at least the following areas:
 - Loading and unloading procedures – including the danger zone
 - Post-trip vehicle check
 - Student behavior management, customer service / dispute resolution, and mandated reporting
 - Sensitivity training for students with disabilities
 - Drawstring warning / awareness
 - First aid and universal precaution training
 - Vehicle evacuation
 - Lifting procedures
 - Accident and incident procedures
 - Use of communication technology currently used by the Board
 - Securement of wheelchair type devices
 - Board's policies and procedures
 - Vendor operational policies

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Policy training, including state and federal regulations related to the transportation of students with disabilities, consistent with those required for school bus drivers

- B. Annually, between July 1 and June 30, every vehicle aide must receive a minimum of eight (8) hours of in-service training. This in-service training must include the topics described above including but not limited to loading and unloading, Stranded Student Protocol procedures.

14. Recordkeeping Requirements for School Vehicle Aide Training Program: Written documentation must be maintained by the Vendor identifying:

- A. The topics covered and dates training occurred for each vehicle aide throughout the term;
- B. The trainer who, together with the trainee, sign the training record.

All records of all vehicle aides must be complete and be certified by the Vendor to meet the standards listed above. The recordkeeping format for all training will be provided to the Board in an electronic format designated by the Board to permit information to be portable for auditing purposes.

15. Operational Requirements: Vendor shall provide data and reports, in a form approved by the Board, concerning runs or run operations as required by the Board. The reports listed below are not all inclusive:

<u>REPORT TYPE</u>	<u>FREQUENCY</u>
All Clear Report	Daily
Drug testing	Per occurrence
Arrival/Departure time at/from school	Weekly
Run information	Weekly
Student ridership	Monthly
Performance measurement information	Monthly

Vendor shall designate one person to receive and respond to such requests whether or not that person actually compiles the reports. The Board will notify Vendor of the information needed and the deadline for which the data is due.

- 15.1. Driver, Vehicle Aide, and Vehicle Lists:** Vendor shall provide a written list of their drivers, vehicle aides and vehicles to the Board upon the request of the Board. Lists will be required at least once a month and more frequently prior to and during each school year start-up. The Board reserves the right to request updated lists at any time to evaluate the supply of drivers, vehicle aides or vehicles. The format of lists shall be determined by the Board.

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- 15.2. **Recordkeeping Requirements for Drug and Alcohol Testing Program:** Written documentation must be maintained by Vendor that documents all employees selected for random drug and/or alcohol testing. The process used to select individuals for random testing shall be documented and the results of all tests must also be maintained by Vendor.
- 15.3. **Quality Assurance Audits:** Vendor shall cooperate with the Board in conducting quality assurance audits as determined appropriate by the Board. Scheduled audits will be planned at least thirty (30) days in advance and Vendor shall ensure that all vehicles are available for inspection. Vendor's failure to have a vehicle available on the scheduled audit date shall result in the vehicle immediately being removed from servicing Board's runs. Vehicles will not be returned to service until one of the two following requirements is met:
- A. Vendor may schedule re-inspection of the vehicle immediately thereafter but will be assessed a re-inspection fee equal to the vehicle's highest daily award rate.
 - B. Vendor may opt to wait for the next scheduled Board's audit; however, the vehicle will not be permitted to service any Board run until it passes inspection. Unscheduled audits and inspections shall be conducted by the Board as the need warrants as determined by the Board. The Board compliance inspections of both vehicles and all applicable Vendor records shall be an integral part of the audits.
- 15.4. **General Office Equipment Requirement:** The Vendor is required to provide sufficient equipment to make the office and operations functional. The Vendor must have internet download speeds of at least 25mbs per second, and 10 mbs.

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The pricing for Vendor shall include five (5) categories of rates that shall be used to determine the daily compensation to the Vendor during the Term of this Agreement and any renewals thereof:

- A. Base Rate
- B. Base Rate for Midday Runs
- C. Rate Per Mile
- D. Rate Per Stop After The First Stop
- E. Accessorial Charges (Aide First Route, Aide Second Route/Midday, Lift)

Based on the route type (Single Route or Paired Route), the compensation shall be computed by the Board as follows:

1. Single Routes:

- a. The Base Rate shall apply once for each day Services are provided. The Base Rate is determined by the zone the school is located.
- b. The Per Stop Rate after the First Stops in the AM and PM shall be multiplied by the total number of stops (AM & PM). School destinations do not count as a stop. For example, a vehicle with 3 stops AM and 3 stops PM shall be paid for four stops for the day. All stops excluding the school stops will be paid on second runs AM and PM.
- c. The Per Mile Rate shall be multiplied by the total (live) miles (from the first scheduled pickup to last stop of a run) which is determined by the planned route of the CPS system of record-exclusive of deadhead.
- d. If a Vendor-employed vehicle aide is used for the route, the Vehicle Aide Cost per route shall apply once for each day the vehicle aide is provided.

The sum of the above four (4) components shall determine the total compensation for each day Services are provided by the Vendor.

2. Paired Routes (including second, third, fourth and mid-day runs):

- a. The Base Rate shall apply once for each day Services are provided. The Base Rate is determined by the zone the school is located. In the event of a paired route, the applicable zone will be the zone of the school of the last run (in case of a pair this would be the second run)
- b. The Per Stop Rate after the First Stop shall be multiplied by the total number of stops after the first stop (AM & PM). School destinations do not count as a stop. For example, a run paired with 2 and 3 stops, respectively, shall be paid for 8 stops for the day.
- c. The Per Mile Rate shall be multiplied by the total planned live miles (from the first scheduled pickup to last stop of a run) which is determined by the planned route of the CPS system of record-exclusive of deadhead.
- d. If a Vendor-employed vehicle aide is used for the route, the vehicle aide cost per route shall apply once for each day the vehicle aide is provided.
 - i. The first run vehicle aide cost shall apply to the first run.
 - ii. The Second Route/Mid-day vehicle aide cost will apply to runs subsequent to the first run. This cost shall apply once per day.

The sum of the above four (4) components shall determine the total compensation for each day Services are provided by the Vendor.

The Vendor rates for this Agreement shall be as set forth below:

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Fixed Rate Per Mile - Please provide the best price for each destination zone and number of vehicles (capacity) you are proposing for that zone at that price. This quote includes no additional charge for passengers and no additional charge for time. *Note: Max # of passengers per vehicle is 6 including the aide. Please refer to the map for zone locations.

Destinati on School Zone	Daily Fixed Price (Regular Paratransit Vehicle)	# of Regular Paratransit Vehicles Available	Daily Fixed Price (Paratransit Vehicle with lift)	# of Paratransit Vehicles with lift Available
Exam ple:	\$ 1.00	50	\$ 1.00	75
Zone zOzNE 11	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below
Zone 2	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below
Zone 3	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below
Zone 4	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below
Zone 5	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below
Zone 6	\$28 per single child and \$12.50 per child for	See Vehicle Availability Below	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below

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	shared stops			
Zone 7	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below
Zone 8	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below
Zone 9	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below
Zone 10	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below	\$28 per single child and \$12.50 per child for shared stops	See Vehicle Availability Below

3 -- 2019 Toyota Sienna- wheelchair accessible
2 MV 200's
2 Dodge Caravans -wheelchair accessible
80 approved sedans that are ready for the road now, and 20 on the road in the next 2-3 weeks
20 drivers for this project, but can add more drivers if needed. They have over 200 drivers available.
Max per sedan 2 students and 1 aide total

Fuel Surcharge Policy:

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The fuel surcharge policy shall apply to all Small Vehicle/Para Transit vehicles provided under this Agreement and shall be based on the scale set below. Adjustment to the fuel rate shall be determined on a quarterly basis based on the Midwest (PADD2) Oil Price Information Service (OPIS) PADD report data and the fuel price for the quarter shall be provided by the Board.

- For every increase or decrease of five cents (\$0.05) per gallon in the index, the fuel surcharge rate shall be changed upwards or downwards by 0.2 cents (\$0.002) per mile. Depending on the vehicle mix, the Diesel (Ultra Low Sulfur) or Gasoline (Midgrade Conventional) fuel price would apply.

Diesel (Ultra Low Sulfur)

Monthly Fuel Price (USD per Gallon) <i>Continuing at \$0.05 decrements</i>	Surcharge per Mile <i>Continuing at \$0.002 decrements</i>
\$1.89 - \$1.94	-\$0.18
\$1.95 - \$2.00	-\$0.17
\$2.01 - \$2.06	-\$0.16
\$2.07 - \$2.12	-\$0.15
\$2.13 - \$2.18	-\$0.14
\$2.19 - \$2.24	-\$0.13
\$2.25 - \$2.30	-\$0.12
\$2.31 - \$2.36	-\$0.11
\$2.37 - \$2.42	-\$0.10
\$2.43 - \$2.48	-\$0.09
\$2.49 - \$2.54	-\$0.08
\$2.55 - \$2.60	-\$0.07
\$2.61 - \$2.66	-\$0.06
\$2.67 - \$2.72	-\$0.05

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\$2.73 - \$2.78	-\$0.04
\$2.79 - \$2.84	-\$0.03
\$2.85 - \$2.90	-\$0.02
\$2.91 - \$2.96	-\$0.01
\$2.97 - \$3.02	\$0.00
\$3.03 - \$3.08	\$0.01

\$3.09 - \$3.14	\$0.02
\$3.15 - \$3.20	\$0.03
\$3.21 - \$3.26	\$0.04
\$3.27 - \$3.32	\$0.05
\$3.33 - \$3.38	\$0.06
\$3.39 - \$3.44	\$0.07
\$3.45 - \$3.50	\$0.08
\$3.51 - \$3.56	\$0.09
\$3.57 - \$3.62	\$0.10
\$3.63 - \$3.68	\$0.11
\$3.69 - \$3.74	\$0.12
\$3.75 - \$3.80	\$0.13
\$3.81 - \$3.86	\$0.14
\$3.86 - \$3.91	\$0.15

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\$3.92 - \$3.97	\$0.16
\$3.98 - 4.03	\$0.17
\$4.04 - \$4.09	\$0.18

Gasoline (Midgrade Conventional)

Monthly Fuel Price (USD per Gallon) <i>Continuing at \$0.05 decrements</i>	Surcharge per Mile <i>Continuing at \$0.002 decrements</i>
\$1.65 - \$1.70	-\$0.18
\$1.71 - \$1.76	-\$0.17
\$1.77 - \$1.82	-\$0.16
\$1.83 - \$1.88	-\$0.15
\$1.89 - \$1.94	-\$0.14
\$1.95 - \$2.00	-\$0.13
\$2.01 - \$2.06	-\$0.12
\$2.07 - \$2.12	-\$0.11
\$2.13 - \$2.18	-\$0.10
\$2.19 - \$2.24	-\$0.09
\$2.25 - \$2.30	-\$0.08
\$2.31 - \$2.36	-\$0.07
\$2.37 - \$2.42	-\$0.06
\$2.43 - \$2.48	-\$0.05

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT B

PRICING FOR SERVICES
(Northstar Affiliation Services LLC)

\$2.49 - \$2.54	-\$0.04
\$2.55 - \$2.60	-\$0.03
\$2.61 - \$2.66	-\$0.02

\$2.67 - \$2.72	-\$0.01
\$2.73 - \$2.78	\$0.00
\$2.79 - \$2.84	\$0.01
\$2.85 - \$2.90	\$0.02
\$2.91 - \$2.96	\$0.03
\$2.97 - \$3.02	\$0.04
\$3.03 - \$3.08	\$0.05
\$3.09 - \$3.14	\$0.06
\$3.15 - \$3.20	\$0.07
\$3.21 - \$3.26	\$0.08
\$3.27 - \$3.32	\$0.09
\$3.33 - \$3.38	\$0.10
\$3.39 - \$3.44	\$0.11
\$3.45 - \$3.50	\$0.12
\$3.51 - \$3.56	\$0.13
\$3.57 - \$3.62	\$0.14
\$3.63 - \$3.68	\$0.15

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EXHIBIT B

PRICING FOR SERVICES
(Northstar Affiliation Services LLC)

\$3.69 - \$3.74	\$0.16
\$3.75 - \$3.80	\$0.17
\$3.81 - \$3.86	\$0.18
Continuing at \$0.05 increments	Continuing at \$0.01 increments

Adjustment: The above prices shall be adjusted as set forth in that certain letter proposal dated August 11, 2022 from Northstar Affiliation Services LLC by Anita Cisneros to Board regarding CPS Rates (“**Proposal**”), being:

CPS RATES:

1. **Student Cost: First Student \$30.00 per trip**
2. **Additional Student Cost: Within School District up to 2 mile radius \$12.50 per trip**
3. **Additional Student Cost: Greater than 2 mile radius \$30.00**
4. **Aide Cost: \$28 per trip (AM and PM trips back to vehicle \$56.00)**

Fuel Charge Cost: As per Transportation Agreement - Exhibit B - “Gasoline (Midgrade Conventional)” Chart Invoice will be submitted monthly According to Current CPI Fuel Charge

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT C
Map Of The Zones With Zone Description

CURRENT ZONES MAP:



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EXHIBIT C
Map Of The Zones With Zone Description