

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

MASTER SERVICES AGREEMENT

(Project Exploration)

This Master Services Agreement (this "**Agreement**") is effective as of September 8, 2020 (the "**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 Chicago Public Schools, with offices located at 42 West Madison Street, Chicago, IL 60602 (the "**Board**" or "**CPS**") and Project Exploration, a not-for-profit corporation with principal place of business located at 4511 S Evans Ave., Chicago, IL 60653 ("**Vendor**").

RECITALS

- A. To respond to the COVID-19 pandemic which has resulted in remote learning at CPS schools, the Board desires to obtain remote learning supervision services to be provided during remote learning. The Board desires that Vendor provide certain remote learning supervision for children of essential workers and high hardship index students; and
- B. Vendor has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services to the Board;
- C. The parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services will be furnished by Vendor.

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

1. **Term:** This Agreement will commence on the Effective Date and continue through November 6, 2020 (the "**Term**"), unless terminated sooner as provided in this Agreement.

2. **Scope of Services:** Vendor agrees to provide the Services as described in this Agreement, including the Scope of Services that is attached and incorporated hereto into this Agreement as Exhibit A and any and all services, deliverables, duties, responsibilities, and work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The Board retains final authority with respect to all decisions related to the Services. The Board may, from time to time, request changes in the Scope of Services. Any such changes to the Agreement shall require documentation by a written amendment to this Agreement, signed by the authorized representatives of both parties and the Board's General Counsel.

3. **Compensation, Purchase Order, Billing and Payment Procedures:**

3.1. **Compensation:** Vendor shall be paid in accordance with the fees and costs set forth in the Pricing Section of the Scope of Services. Compensation shall be based on actual Services performed during the Term of this Agreement, and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with this Agreement. No expenses shall be reimbursed under this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided.

3.2. **Purchase Order:** Any purchases by the Board of Services covered by this Agreement will be completed by submitting an order on the Board's Standard Purchase Order Form ("**PO**"). The terms and conditions found on the PO shall apply to the extent that such terms supplement and are not inconsistent with

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the terms and conditions contained in this Agreement. Under no circumstances shall Vendor provide any Services without a valid PO.

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 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/or goods delivered
- Date the Services were provided and/or goods were delivered to CPS
- Detail pricing information such as quantities, unit prices, discount, and final net amount due.

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

3.4. **Electronic Payments:** Vendor agrees that, at the Board's sole discretion, the Board may make payment electronically to Vendor for any and all amounts due 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.

4. **Standards of Performance:** Vendor shall devote, and shall cause all of its employees, agents and subcontractors, if any, to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform Services effectively, efficiently, and consistent with the best interests of the Board, and to the satisfaction of the Board's Chief Talent Officer or his/her designee. Vendor shall retain and utilize sufficient staff to assure the most effective and efficient supply of Services and shall utilize, as required by law or by this 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 Services are performed at a reasonable cost to the Board and that Services supplied by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable or confidential information or 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 Services or deliverables by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables or payment for any Services. Vendor shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

5. **Personnel:**

5.1. **Adequate Staffing:** The Board has retained the 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

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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 the Vendor to remove that person from performing Services under the Agreement.

- 5.2. **Key Personnel:** Individuals employed by the Vendor, or otherwise provided to perform Services, who have particular expertise on which the Board is relying (“**Key Personnel**”) are listed in the Scope of Services. Vendor may not reassign or replace Key Personnel without the written consent of the Board, which consent shall not be unreasonably withheld or delayed. If one or more Key Personnel terminate his or her employment with Vendor or otherwise become unavailable for reasons beyond Vendor’s reasonable control, Vendor shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed. As stated in Section 5.1 above, the Board shall have the right to direct Vendor to remove an individual from performing Services under the Agreement.

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

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

7.1. **Early Termination:** The Board may terminate this Agreement in whole or in part, without cause at any time by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of the 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 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 this Agreement. Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor’s claims against Vendor or the Board to the extent inconsistent with this provision.

7.2. **Suspension of Services:** The Board may, upon thirty (30) calendar days’ written notice, request that Vendor suspend Services in whole or part. Vendor shall promptly resume supplying Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon, in writing, by the Board and Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.

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

- A. Any action or failure to act by Vendor that affects the safety and/or welfare of any students or Board staff;
- B. Any material misrepresentation by Vendor in the inducement of the Agreement or the provision of Services;
- C. Breach of any term, representation or warranty made by Vendor in the Agreement;

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- D. Default by Vendor under any other agreement Vendor may have with the Board;
- E. Failure of Vendor to perform any of its obligations under the Agreement, including but not limited to, the following:
 - 1. Failure to perform any portion of the Services in the manner specified in the Agreement;
 - 2. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - 3. Failure to promptly re-perform within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory;
 - 4. Discontinuance of the Services for reasons within Vendor's reasonable control;
 - 5. Failure to comply with any term of the Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in the Agreement constituting an Event of Default; or
 - 6. Failure to meet the MBE/WBE program participation goals.
- F. Default by Vendor under any other agreement Vendor may presently have or may enter into with the Board;
- G. Where Services include contact with CPS students, any failure to comply with the Background Check Section, in whole or in part; and
- H. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law that is not dismissed within sixty (60) days of the date of its filing.

7.4. **Remedies:** The Board in its sole discretion may declare Vendor in default if Vendor commits an Event of Default the Chief Procurement Officer ("CPO") may in his/her discretion give the Vendor an opportunity to cure the default within a certain period of time (the "**Cure Period**"). The CPO shall give Vendor written notice of the default in the form of a cure notice ("**Cure Notice**"). If the CPO determines, in his/her sole discretion, that no opportunity to cure is to be granted, he/she may give a default notice ("**Default Notice**").

The CPO may give a Default Notice after a Cure Notice if: (1) Vendors 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 said 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, in whole or in part as specified by the Board, upon Vendor's receipt of such notice or on the date set forth in the notice, whichever is later. When a Default Notice is given, Vendor must discontinue all Services unless otherwise specifically directed in the notice.

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

- A. Take over and complete the supply of Services or any part thereof, by contract or otherwise as agent for and at cost of Vendor either directly or through others. Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due to Vendor under this Agreement or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board;
- B. Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;

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- C. Suspend Services during the Cure Period if the default results from an action or failure to act by Vendor which affects the safety or welfare of students or Board staff. In the event that the performance of Services is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization;
- D. Seek specific performance, an injunction or any other appropriate equitable remedy;
- E. Receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default;
- F. Money damages;
- G. Withhold all or part of Vendor's compensation under this Agreement; and
- H. Deem Vendor non-responsible in future contracts to be awarded by the Board and/or seek debarment of Vendor pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-1217-PO1), as may be amended.

The Board may elect not to declare Vendor in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Vendor to continue to provide the 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 this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

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

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

9.1. Confidential Information: In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Vendor acknowledges that Confidential Information includes, but is not limited to proprietary information, copyrighted material, business plans, financial data, student data, educational records, employee data, information relating to health records, and other information of a personal nature. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to Vendor in the course of the performance of Services under the Agreement. 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

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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 the Agreement and any other agreements with the Board.

9.2. Use of Confidential Information: Vendor shall only use Confidential Information for the sole purpose of providing Services to the Board and shall not disclose Confidential Information except to those directors, officers, agents, servants, employees, and contractors who need to know the Confidential Information in order to perform Services set forth in the Agreement. Vendor shall use at least the same standard of care in 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. 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”), Student Online Personal Protection Act (“SOPPA”), and the Illinois School Student Records Act (“ISSRA”). Upon the expiration or termination of the Agreement, Vendor shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Board along with all copies thereof in its possession including copies stored in any computer memory or storage medium.

9.3. Student Data: Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, including all information used, created, or generated through the use of any technology including but not limited to any Software (as defined in the Agreement), by the Board, through its employees, agents, subcontractors, or the parent or legal guardian of any CPS student, that is directly related to a CPS student. For purposes of this Agreement, Student Data is considered Confidential Information; additional requirements regarding Student Data specifically are described below.

9.4. Handling of Confidential Information: Vendor shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures that are no less protective as those used to protect Vendor’s own confidential information. When handling Confidential Information, Vendor shall:

1. 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;
2. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.;
3. Not leave Confidential Information in any medium unsecured and unattended at any time;
4. 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;
5. 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.
6. Secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access, disclosure and use of that information. These measures include appropriate administrative, physical, and technical

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safeguards, policies and procedures 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.

7. 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 this Agreement.

8. 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.

9. Ensure that its systems and Services include at least the following 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 Confidential Information at-rest and in-transit.
- d) Authentication of users at login with a 256-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.
- j) Employ an in-line intrusion protection system that inspects incoming data transmissions.
- k) Prevention of hostile or unauthorized intrusion.
- l) Backup of all Confidential Information at least once every twenty-four (24) hours.
- m) Perform content snapshots at least daily and retain for at least ninety (90) days.

10. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster covered plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Agreement.

9.5. **Dissemination of Information:** Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Vendor's possession as a result of Services and/or materials provided under the Agreement, Vendor shall 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.

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9.6. **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 with regards to any Student Data Vendor may receive, store, transmit, handle or otherwise have access to pursuant to this Agreement:

A. Student Data Use. Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Services, and technology, to amass a profile about a CPS student or otherwise identify a CPS student. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Services under this Agreement.

B. Marketing and Advertising. Vendor shall not advertise or market to students or their parents/legal guardians

C. Student Data Collection and Mining. Vendor is prohibited from collecting or mining Student Data for any purpose. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

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

E. Rights and License in and to Student Data. Parties agree that all rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. Vendor has a limited, nonexclusive license to the use of Student Data solely for the purpose of performing its obligations as outlined under the Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in the Agreement. Vendor does not have the right to sell or trade Student Data.

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

G. 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

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

9.8. **Unauthorized Access, Use, or Disclosure of Confidential Information:** If Vendor becomes aware of any unauthorized access, use, or disclosure of the Confidential Information, it shall: (i) notify the Board immediately, which shall be no more than twenty-four (24) hours from Vendor receiving notice of the unauthorized access, use or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use or disclosure of the Confidential Information; (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 laws; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use and 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 the breach of its obligations concerning the handling and protection of Confidential Information, including without limitation

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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 damages 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.

9.9. **Return or Destruction of Confidential Information:** Vendor shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information, including any Work Product (defined below), to the Board within five (5) days of the expiration or termination of this Agreement unless Vendor receives permission in writing from the Board's Chief Information Officer or his designee that Vendor may retain certain Confidential Information or Work Product for a specific period of time. In the event the Board elects to have Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

9.10. **Employees, Agents and Subcontractors:** Vendor agrees to cause its employees, agents and subcontractors to undertake the same obligations of confidentiality as agreed to herein by Vendor.

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

10. **Ownership:** Vendor agrees that, to the extent permitted by law, any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of the Agreement ("**Work Product**") shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyrights Act, 17 U.S.C. § 101 *et seq.* To the extent 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. All Confidential Information, Work Product, and intellectual property developed by, created for, or incorporating information gained from the Services performed under the Agreement, shall at all times be and remain the property of the Board. 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 the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of the Agreement within three (3) business days of demand. In addition, 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. **Press Release; Publicity:** Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property (as defined below), including but not limited to the CPS logo or the logos of any schools, during or after the performance of Services without the prior written consent of the Board's Chief Communications officer or his/her 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 his/her designee.

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

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

12.2. **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 this Agreement and the

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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., City of Chicago and Cook County Minimum Wage Ordinances, including applicable Executive Order(s) and Board(s) Resolutions, the Drug-Free Workplace, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment, day care licensing standards, and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.

12.3. **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.

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

12.5. **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 this Agreement.

12.6. **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 this Agreement.

12.7. **Third Parties' Intellectual Property:** In performing and delivering the Services under this 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.

12.8. **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 this Agreement to the Board.

12.9. **No Legal Action Preventing Performance.** As of the Effective Date, Vendor has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Vendor's ability to perform its obligations under this Agreement.

12.10. **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.

12.11. **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.

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

- A. it, its principals, and its subcontractors providing Services under this Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A et seq.);

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B. it, its principals, and its subcontractors providing Services under this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and

C. it, its principals, and its subcontractors providing Services under this Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

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

12.13. **Prohibited Acts:** Within the three (3) years prior to the effective date of this 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 the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

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

13. **Use of Board’s Network:** 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 September 25, 2013 (13-0925-PO1), as amended, and the Board’s Staff Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO2), 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 22, 2018 (18-0822-PO1), as amended

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

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

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

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

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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.

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

14.4 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; and
- F. Immediately remove from any contact with any CPS student pursuant to this Agreement and otherwise terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

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

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

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15. Research Activities and Data Requests: Vendor shall not conduct research in the Chicago Public Schools or use CPS student data for research. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Education Officer or his/her designee.

16. Restrictions: Vendor shall be responsible for ensuring that the following restrictions are strictly enforced at all times throughout the term of this Agreement:

16.1. No Home Visitations: No Vendor Staff shall visit the home residence of any CPS student to provide Services under this Agreement.

16.2. No Student Transport: Neither Vendor, nor any of its Staff shall transport any CPS student in private vehicles. If transportation is provided, all transportation must be through a Board approved transportation provider in coordination with the Project Manager and in compliance with the Board's Student Travel Policy (10-0526-P01), and, in each case, such travel must be approved by the parent/guardian of each participating student in writing.

16.3. Communications with Participants: Any direct communication between Vendor's Staff and any Student must be conducted on Vendor-owned/contracted networks only, whether e-mail, text messaging, telephone, or Internet communications. Vendor's Staff shall not use personal computers and/or personal electronic devices to provide Services under this Agreement. Vendor and its Staff must promptly provide all data or records related to CPS Student communications with Vendor or its Staff that may be requested by the Board from time to time; and Vendor agrees that the Board shall have an express right to review and receive copies of all such communications upon notice to Vendor.

17. No Solicitation of Data, Waivers from Students: Except as explicitly provided in this Agreement, Vendor may not seek or acquire directly from a student or from apparent or guardian of a student (a) any Confidential Information including without limitation any personal identifiable information or (b) any consent or waiver or release of claims or rights in any form, without the prior express written approval of the Board Project Manager.

18. 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, agents, and 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, a 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 such liability.

19. Indemnification: Vendor agrees to defend, indemnify, and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages, and expenses, including costs and attorney fees, arising out, related to, or alleged to arise 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, related to, or alleged to arise out of the acts or omissions of Vendor, its officials, agents and employees and subcontractors in the performance of this Agreement. The foregoing obligation extends to and is intended to encompass any and all Claims that the Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property rights of a third party.

Furthermore, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Vendor's employees under this Agreement, Vendor shall indemnify the Board for any such liability. And, in the event of unauthorized access, use, or disclosure of the Board's Confidential

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Information arising or alleged to arise from the acts or omissions of Vendor, its employees, agents, and subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of data breach to affected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

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

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

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

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

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

21. Notices: All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement will be in writing and delivered to the applicable party, addressed to the designee for notification purposes set forth below:

To Vendor, at: Project Exploration
4511 South Evans Ave.
Chicago, IL 60653
Attn: Natasha Smith-Walker

If to the Board, at: Board of Education of City of Chicago
Attention: Office of Early Childhood
42 West Madison Street
Chicago, Illinois 60602

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With a copy to:

General Counsel
Board of Education of City of Chicago
One North Dearborn
Ninth Floor
Chicago, IL 60602

Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

22. Governing Law: This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail in accordance with the Notice Section of this Agreement. If any action is brought by Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

23. Insurance: Vendor, at Vendor's own expense, shall procure and maintain insurance for all operations under this 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 prior to commencement of Services. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

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

23.2. 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. Vendor agrees to continue insurance meeting these requirements for a minimum of two (2) years following termination or expiration of this Agreement. General liability insurance must include and may not exclude coverage for sexual abuse and/or molestation.

23.3. Sexual Abuse & Molestation: Sexual Abuse & Molestation Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$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. If Vendor does not have separate Sexual Abuse & Molestation Insurance, then Vendor's Commercial General Liability policy must include and not exclude Sexual Abuse & Molestation.

23.4. 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.

23.5. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for

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employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

23.6. **Additional Insured:** Vendor shall have its General, Umbrella, and Automobile Liability Insurance policies (and any others required hereunder that can name or endorse Additional Insureds) endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

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

Risk Management
Board of Education of the City of Chicago
42 West Madison Street
Chicago, IL 60602
riskmanagement@cps.edu

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

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

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

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

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

Vendor must register with the insurance certificate monitoring company designated by the Board stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The **initial** annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but is subject to change.

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

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monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:

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

Website for online registration, insurance certificate submissions and annual fee payments:

<http://www.cpsvendorcert.com>

24. Audit and Document 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 Vendor with this Agreement. Vendor will furnish the Board with such information as may be requested relative to the progress, execution, and costs of the Services. Failure of 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 costs of such audit. Vendor will maintain all records under 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 this Agreement and Vendor’s performance of the Services. All records referenced above will be retained for at least five (5) years after the expiration or termination of this Agreement and shall be subject to inspection and audit by the Board. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until that proceeding is closed. Vendor will include, in all of its subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board and/or its contractors the same right to inspect and audit said records as set forth herein.

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

26. M/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 incorporated by reference as if fully set forth herein. Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. Vendor agrees to submit such documentation in connection with the plan 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.

27. 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. In the case of any property owned by the Board, or property owned by and leased from the Board, Vendor will comply and will cause each of its officers, employees, and agents to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. Any

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and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

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

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

Vendor must: (i) pay its employees no less than the minimum wage as stated 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 this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

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

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

30. Kickbacks: Neither Vendor nor any of its members if a joint venture or limited liability company has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor any payment, gratuity or offer of employment in relation to the 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.

31. 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.

32. 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.

33. 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. Any repair or replacement of deliverables or portions thereof will be additionally and automatically warranted therein. All warranties will survive inspection, acceptance and payment.

34. 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).

35. Entire Agreement and Amendment: This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. In the event of a conflict between the terms of this Agreement and any other documents, including but not limited to any terms and conditions that may be attached to the use of any electronic media provided by Vendor, the terms of this Agreement shall supersede and prevail.

36. Controlling Agreement: Vendor shall not request any CPS students or staff including school principals, administrative staff or other CPS employees to sign any form, memorandum of understanding or any other agreement for the delivery of the Services except for those documents specifically approved by the Board under this Agreement. Additionally, the Board and its users shall not be bound by the terms 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 student or staff or other 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 this Agreement represent the entire agreement of the parties for the Services. No additional terms or conditions shall apply to the Board unless a written amendment to this Agreement is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

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37. **Continuing Obligation to Perform:** In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.
38. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.
39. **Indebtedness:** Vendor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
40. **Freedom of Information Act:** Vendor acknowledges that this Agreement and all documents submitted to the Board related to this 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 this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44.
41. **Ethics:** No officer, agent or employee of the Board is or shall be employed by Vendor or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein.
42. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General will have access to all information and personnel necessary to conduct those investigations.
43. **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.
44. **Survival/Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
45. **Counterparts and Electronic Signatures:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for both parties.


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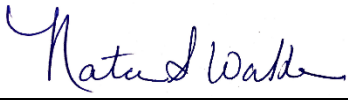
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

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

PROJECT EXPLORATION

By: 
Jonathan Maples
Chief Procurement Officer

Date: September 7, 2020

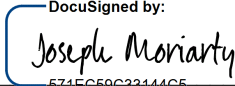
By: 
Name: Natasha Smith-Walker

Title: Executive Director

Date: 09/7/2020

Board Report No. 20-0624-RS1

Approved as to Legal Form: 

By: 
Joseph T. Moriarty
General Counsel

Attachments:

Exhibit A- Scope of Services

Attachment A: COVID-19 Online Case Report

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

Attachment C: Attestation Form

Attachment D: Be Safe Childcare Guidance (English)

Attachment E: Be Safe Childcare Guidance (Spanish)

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EXHIBIT A

SCOPE OF SERVICES

Name of Project: Chicago Public Schools Remote Learning Supervision for Children of Essential Workers and High Hardship Index Students

Board's Project Manager: Bryan Stokes

Phone: 773-553- 5744

Vendor's Project Manager: Natasha Smith-Walker

Phone: 312-273-4026

Agreement Term: Start Date: September 8, 2020

End Date: November 6, 2020

This Scope of Services ("**Scope**") shall be conducted pursuant to the terms and conditions of the Agreement by and between Project Exploration ("**Vendor**") and the Board of Education of the City of Chicago (the "**Board**"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement unless otherwise defined herein.

I. SERVICES:

- A. Vendor shall provide a Remote Learning Supervision Program (the "**Program**"). The Program shall be designed to provide the Services described herein to groups of students ("**Student Participants**") in one or more of the targeted communities ("**Targeted Communities**") during the learn at home and hybrid learning designated periods throughout the school year. Although the Agreement Term is for the duration of the CPS first quarter, the Parties anticipate entering into a longer agreement to continue the Program throughout the 2020-2021 school year until CPS returns to a full learn at school model. Targeted Communities are defined as communities affected by COVID-19 and other disparities and are home to a high proportion of essential workers. Additionally, these communities have a high incidence of child-poverty (high percentage of public school students eligible for free/reduced cost lunch) and inequity. The Program will ensure that Student Participants have a safe, quiet and supervised space in which to engage in the district's remote learning and to receive non-instructional support and assistance, as needed, to support their success in remote learning tasks. Vendor's Services shall contribute to providing a safe place for Student Participants to complete remote learning activities within one or more of the Targeted Communities. No subcontracting, assigning or delegating by Vendor of any obligations imposed hereunder shall be allowed under this Agreement. Vendor must collaborate with school principals, CPS Central Office Staff, and other entities that the Board utilizes to assist with these Services. Vendor shall be required to offer the Services directly to up to four (4) pods of up to fifteen (15) Student Participants per each assigned site location, each a "**Site**". The Board believes structured remote learning supervision programs offered during the school year will play a vital role in the success of Student Participants.
- B. Program shall operate five (5) days per week or as needed (Monday-Friday) and for nine (9) hours and fifteen (15) minutes per day, from 7:45 am to 5:00 pm.

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- C.** Programming shall be provided at CPS-identified Sites and will serve up to four (4) pods of up to fifteen (15) Student Participants per Site. Vendor will provide programming for Student Participants which will include, but not be limited to, the following:
1. Appropriate supervision of students completing synchronous and asynchronous remote learning activities.
 2. Non-instructional assistance to support students in successfully completing remote learning.
 3. Developmentally-appropriate non-instructional enrichment activities for students to engage in after remote learning has been completed.
 4. Distribution of CPS-provided breakfast and lunch to all Student Participants
 5. Adherence to all CPS, CDPH, IDPH and CDC health and safety regulations.

There will be no instructional support provided as part of the Program

- D.** Vendor shall be required to provide the Board's Program Manager documentation from each of its Sites that demonstrates compliance with Program requirements, i.e., attendance records, daily logs, incidents reports, etc. Vendor shall submit sworn affidavits with respect to being in compliance with Program requirements.
- E.** Anticipated Outcomes of the Program:
1. Student Participants must be engaged in the Program and activities during the day for five (5) days a week;
 2. Student Participants will successfully participate in all teacher-scheduled synchronous remote learning sessions and complete all student-directed asynchronous remote learning activities.
 3. Student Participants will engage in enrichment activities appropriate to their developmental stage following the completion of remote learning.
- F.** Vendor shall obtain a license-exemption from the Illinois Department of Children and Family Services for each CPS-identified Site in which it is assigned to operate. In addition, Vendor will follow all required procedures to seek reimbursement from the Child Care Assistance Program, administered by the Illinois Department of Human Services, for all eligible children. This requirement is subject to change during the term of the Agreement. Vendor agrees to follow processes prescribed by CPS to receive program funding.
- G.** Vendor shall operate the Services in accordance and in full compliance with the licensing requirements in the Illinois Administrative Code including, but not limited to, those in 89 Ill. Adm. Code 407, including qualifications of personnel.
- H.** Vendor shall designate a site supervisor and a backup site supervisor who will be responsible for using a system to be specified by CPS to track enrollment and daily attendance of all Student Participants. Vendor will be responsible for notifying CPS staff on site of any Student Participant absences on a daily basis.

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

II. Student Recruitment and Students Served

- A. Vendor shall be assigned Student Participants by Chicago Public Schools based on priority criteria and family need. Vendor must set up its Program to group children from similar age groups within the ages to be served by the Program (Three (3) years to fourteen (14) years old).
- B. Vendor shall be responsible for tracking Student Participant information at each of its Sites for the Program. Accurate student attendance records at each Vendor Site must be recorded by the Vendor on a daily basis in an electronic system to be designated by CPS.
- C. Vendor shall provide a minimum of one (1) staff member per ten (10) Student Participants. Additional staff may be necessary to provide Services to more than one age group. The Program operated by the Vendor shall be administered by a “**Site Supervisor**” who will manage staff and operations for safe and high-quality programming, and coordinate with key stakeholders including parents and families. In addition, a member of Vendor’s staff must be designated as a Site Safety Monitor (“**SSM**”) who will be responsible for continuous compliance, responsiveness and communications for all aspects of the health screening and site safety protocol, per City of Chicago Department of Health guidance.
- D. Vendor must provide the Board information about each staff member at each Site. Staff information provided shall include, but not be limited to:
 1. Basic contact information (name and phone number);
 2. Relationship to the Vendor (including whether person is a volunteer or paid);
 3. Credentials, experience or resume; and
 4. Responsibilities of the staff member.
- E. Remote Learning Supervision – Emergency Services (If Applicable): During the Agreement Term, the Board shall have the option to add emergency services (“**Emergency Services**”), if a need arises for such Emergency Services at any of Vendor’s Sites as determined by the Board’s Office of the CEO. If the Board elects to add such Emergency Services for a specified Vendor Site(s) which may include late afternoon and evening hours, Vendor shall receive at least 48 hours prior notice regarding these Emergency Services and shall commence the Emergency Services thereafter. The duration of the programming for such Emergency Services shall be determined by the Board’s Office of the CEO and shall be communicated to the Vendor upon request by the Board for Emergency Services. Vendor shall be compensated for its Emergency Services based on the Pricing Section below.

III. Health Requirements

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

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- B. Vendor shall comply with evolving requirements to protect the health and safety of Student Participants and staff, as expressed in local, and state guidance from various government agencies. This includes, but is not limited to, adhering to all health and safety guidelines issued by CPS, IDPH, and CDPH related to COVID-19. Vendor acknowledges these health and safety guidelines are subject to change.
- C. Required health and safety practices may vary across age groups and settings. Vendor shall comply, at a minimum, with all health and safety mandates issued by the State of Illinois and the City of Chicago and guidance from the Illinois State Board of Education (“ISBE”).
- D. Under Chicago’s March 19 Public Health Order, congregate facilities (such as long-term care facilities, childcare settings, correctional facilities, etc.) must immediately report to CDPH clusters of COVID-19 patients, defined as two or more confirmed cases of COVID-19 occurring within 14 calendar days of each other at a facility. To report positive cases, Vendor must complete the COVID-19 Online Case Report Form found at the following website: <https://redcap.dph.illinois.gov/surveys/?s=FR7MAJAY84>. A copy of the current COVID-19 Online Case Report Form is attached and incorporated into this Scope as Attachment A. Vendor must also comply with additional operational, reporting and tracing requirements established by CPS.
- E. As of July 13, 2020, interim guidance issued by CDPH encourages notification for every COVID-19 case. For more information, see CDPH Interim Guidance on Management of COVID-19 Cases in Childcare Settings (“**CDPH Guidance**”) at the following link: <https://www.chicago.gov/content/dam/city/depts/cdph/HealthProtectionandResponse/Interim%20Guidance%20on%20Management%20of%20COVID-19%20Cases%20in%20Childcare%20Settings%2007.13.2020F.pdf>. A copy of the current CDPH Guidance is attached to this Scope as Attachment B.
- F. For additional information regarding CDPH requirements regarding notification of contacts, cleaning and reporting when there has been a confirmed COVID-19 case in a facility in which Vendor is providing Services, reference the CDPH Guidance. Vendor acknowledges it has signed an Attestation Form agreeing to comply with all CDPH and CPS guidelines with respect to COVID-19. A copy of that Attestation Form is attached to this Scope as Attachment C.
- G. “Be.Safe Childcare Guidance” must be followed by Vendor at Sites and can be found at the following link: <https://www.chicago.gov/content/dam/city/sites/covid/reopen-businesses-portal/guidelines/BeSafe.Childcare-City-of-Chicago-Phase-4-Guidelines.pdf>. A copy of the current Be Safe Childcare Guidance in English is attached to this Scope as Attachment D. A copy of the current Be Safe Childcare Guidance in Spanish is attached to this Scope as Attachment E.
- H. CPS-specified health practices may change over time. Vendor shall follow all CPS-specified health practices, including:
 1. Policies related to face coverings, physical distancing, and handwashing.
 2. Small, consistent groupings of staff and children: Vendor must ensure that different stable groups of up to 15 children have no or minimal contact with one another or utilize common spaces at the same time, to the greatest extent possible.
 3. Daily health checks for staff and children: Vendor must implement mandatory daily health screening practices of their employees and visitors, such as

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contractors or vendors. Screening is also mandatory for children, either directly or through their parent/guardian.

4. Vendor must follow the CPS reporting process for children, employees, and parents/guardians who have a suspected or confirmed case of COVID-19.
5. Reporting: Vendor must notify CDPH immediately upon being informed of any positive COVID-19 test result by anyone at the Site including, but not limited to, a Vendor staff member or a Student Participant.
6. Following reporting and closure protocols after confirmed cases of COVID-19 at a Site.

IV. RESTRICTIONS

Vendor shall be responsible for ensuring that the following restrictions are strictly enforced at all times throughout the term of this Agreement:

- A. **No Home Visitations:** No Vendor Staff shall visit the home residence of any CPS student to provide Services under this Agreement.
- B. **No Student Transport:** Neither Vendor, nor any of its Staff shall transport any CPS student in private vehicles. If transportation is provided, all transportation must be through a Board approved transportation Vendor in coordination with the Project Manager and in compliance with the Board's Student Travel Policy (10-0526-P01), and, in each case, such travel must be approved by the parent/guardian of each participating student in writing.
- C. **Communications with Participants:** Any direct communication between Vendor's Staff and any Student must be conducted on Vendor-owned/contracted networks only, whether e-mail, text messaging, telephone, or Internet communications. Vendor's Staff shall not use personal computers and/or personal electronic devices to provide Services under this Agreement. Vendor and its Staff must promptly provide all data or records related to CPS Student communications with Vendor or its Staff that may be requested by the Board from time to time; and Vendor agrees that the Board shall have an express right to review and receive copies of all such communications upon notice to Vendor.

V. PRICING

Vendor shall be compensated for services at the hourly rates set forth below:

Position	Rate	Unit of Measure
Remote Supervision Staff	\$20.00	Per Hour

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Site Supervisor	\$25.00	Per Hour
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The above pricing structure does not apply to Vendors receiving Illinois Child Care Assistance Program (CCAP) funds. If Vendor is able to access the Illinois Child Care Assistance Program, it will be directed to do this for all eligible families. Costs for ineligible families will be reimbursed by CPS at a rate of \$27/day per student.

Expenses are not reimbursable. Vendor shall submit invoices on a weekly basis. Vendor may not charge families any fees to participate in this service.

ATTACHMENT A



COVID-19 Case and Cluster Report Form

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

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

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

For community single cases or clusters:

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

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

Select the case type you want to report:

Submit



Attachment B

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

COVID-19 Reporting to DCFS and CDPH

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

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

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

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

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

Childcare Facility Contact Tracing

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

Contact Tracing First Steps

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

Determining Who is a Close Contact

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

Isolation/Quarantine Recommendations

For student or staff with a positive test:

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

For student or staff with symptoms but no test:

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

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

Notifications

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

Testing Recommendations

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

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

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

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

Cleaning

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

Next Steps

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

Notification Templates

CLOSE CONTACT COMMUNICATION

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

Dear _(Individual's Name)_

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

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

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

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

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

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

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

Sincerely,

SIGNATURE

(FACILITY LEADERSHIP NAME)

GENERAL COMMUNICATION

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

Dear Staff and Families,

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

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

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

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

Public Health Guidance

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

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

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

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

Sincerely,

SIGNATURE
(FACILITY LEADERSHIP NAME)



Attachment C

Janice K. Jackson
Chief Executive Officer

DEPARTMENT OF PROCUREMENT

42 W. Madison Ave., 9th Floor * Chicago, Illinois * Phone: 773-553-2280 * Fax: 773-553-2251

<http://www.cps.edu/procurement>

Jonathan Maples
Chief Procurement Officer

To: Remote Learning Supervision Providers
From: Chicago Public Schools, Department of Procurement

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

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

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

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

Vendor Legal Entity Name: Project Exploration

CPS Vendor Number: 31652

Vendor Authorized Signature:

Signatory Name (Please Print): Natasha Smith-Walker

Date: September 7, 2020

Email: nwalker@projectexploration.org

**BE SAFE
CHICAGO** ★★

Attachment D



**Be Safe.
Childcare**

Be Safe. Childcare

What's in this guide?



Gradually Resume
(Phase IV)

Cautiously reopening Chicago requires:

Healthy interactions

Social distancing



Limitations on physical distance to other individuals

Gathering size



Limitations on gatherings of individuals

Protective gear



Use of protective gear by individuals

Hygiene requirements



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

Safe spaces and conditions

Entry access



Entry/exit condition for access to space

Cleaning standards



Actions taken to disinfect space

Visual guidance



Hygiene resources and guidance posted in space

Workplace conditions



Evaluation of foot traffic, ventilation, etc.

Operational resilience and monitoring

Flexible models



Flexibility with sick leave, remote work (when possible)

Operational resiliency



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

Travel guidelines



Restriction of movement of people between locations

Testing / tracking



Facilitation of testing and tracking

Be Safe. Childcare

Illustrative example



Gradually Resume (Phase IV)



What may be different?

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

- Recommended guidance -

Be Safe. Childcare

Healthy interactions



Gradually Resume
(Phase IV)



**Social
distancing**

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

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



**Gathering
size**

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

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

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Healthy interactions



Gradually Resume
(Phase IV)



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

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



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

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

Be Safe. Childcare

Safe spaces and working conditions



Gradually Resume
(Phase IV)



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

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

- Recommended guidance -

Be Safe. Childcare

Safe spaces and working conditions



Gradually Resume
(Phase IV)



Enhance cleaning procedures between shifts and of high-touch surfaces

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



Establish rules with children and parents/guardians prior to entry

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



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

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

Be Safe. Childcare

Operations and monitoring



Gradually Resume
(Phase IV)



**Flexible
models**

Communicate to parents/guardians and community about new operating models

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



**Operation
resiliency**

Provide adequate training to ensure compliance

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

Be Safe. Childcare

Operations and monitoring



Gradually Resume
(Phase IV)



Follow CDPH and CDC guidance for testing and tracing protocols

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

Be Safe. Childcare

Reopening Approach



Gradually Resume
(Phase IV)

Reopening childcare in Illinois¹

Reopening requirements for Childcare Centers

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

Reopening requirements for Childcare Homes

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

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

- Reopening details-



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Appendix



Gradually Resume
(Phase IV)

Glossary

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

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

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

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

Self-screening sample questionnaire

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

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

- Recommended guidance -

Be Safe. Childcare

Public Health Resources



Gradually Resume
(Phase IV)

General workplace guidance

National resources for further guidance

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

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

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

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

Childcare guidance

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

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

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

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

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

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- Recommended guidance -



**BE SAFE
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Attachment E



**Cuídese.
Servicios de guardería.**

Cuídese. Servicios de guardería.

¿Qué hay en esta guía?



Reanudación
gradual (Fase IV)

Para la reapertura prudente de Chicago, se requiere:

Interacciones seguras

Distanciamiento social



Límites de distancia física entre las personas

Tamaño de las reuniones



Limitaciones en las reuniones de personas

Equipo de protección



Uso de equipo de protección por parte de las personas

Requisitos de higiene



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

Espacios y condiciones seguros

Acceso



Condiciones para entrar en los espacios y salir de estos

Normas de limpieza



Medidas para desinfectar los espacios

Señalización visual



Recursos y directrices sobre higiene en los espacios

Condiciones del lugar de trabajo



Evaluación del tránsito de personas, la ventilación, etc.

Capacidad de adaptación y control de operaciones

Modelos flexibles



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

Capacidad de adaptación de operaciones



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

Directrices para viajar



Restricción de la circulación de personas de un lugar a otro

Pruebas y seguimiento



Facilitación de las pruebas y del seguimiento

Cuídese. Servicios de guardería. Ejemplo ilustrativo



Reanudación
gradual (Fase IV)



¿Qué puede ser diferente?

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

—Directrices recomendadas—

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Interacciones seguras



Reanudación
gradual (Fase IV)



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

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



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

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

Cuídese. Servicios de guardería.

Interacciones seguras



Reanudación
gradual (Fase IV)



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

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



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

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

—Directrices recomendadas—

Cuídese. Servicios de guardería.

Espacios y condiciones de trabajo seguros



Reanudación
gradual (Fase IV)



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

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

Cuídese. Servicios de guardería.

Espacios y condiciones de trabajo seguros



Reanudación
gradual (Fase IV)



**Normas de
limpieza**

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

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



**Señalización
visual**

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

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



**Lugar de
trabajo**

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

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

—Directrices recomendadas—

**BE SAFE
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Operaciones y control



Reanudación
gradual (Fase IV)



**Modelos
flexibles**



**Capacidad de
adaptación de
operaciones**

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

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

Dé la capacitación adecuada para asegurar el cumplimiento.

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

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Operaciones y control



Reanudación
gradual (Fase IV)



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

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

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Enfoque para la reapertura



Reanudación
gradual (Fase IV)

Reapertura de las guarderías en Illinois¹

Requisitos para la reapertura de centros de guardería

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

Requisitos para la reapertura de hogares de guardería

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

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

–Información sobre la
reapertura–



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Apéndice



Reanudación
gradual (Fase IV)

Glosario

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

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

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

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

Ejemplo del cuestionario de autoevaluación

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

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

—Directrices recomendadas—



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Recursos de salud pública



Reanudación
gradual (Fase IV)

Directrices generales para el lugar de trabajo

Recursos nacionales para más orientación

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

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

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

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

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

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

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

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

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

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Directrices para el cuidado infantil

Exención de responsabilidad

—Directrices recomendadas—

