

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

SERVICES AGREEMENT

(The University of Chicago)

This Services Agreement ("**Agreement**") is effective as of October 1, 2022 ("**Effective Date**") and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and The University of Chicago with principal offices located at 5801 South Ellis Avenue Chicago, IL 60637 (the "**Vendor**"). The Board and Vendor may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

- A. Vendor was selected on a non-competitive basis pursuant to Board Rule 7-6;
- B. This item was presented to the Board's Single/Sole Source Committee on August 2, 2022 and approved by the Chief Procurement Officer. It was then approved by the Board, pursuant to Board Report 22-0928-PR7.;
- C. The Parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services and products will be furnished by Vendor.

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

I. GENERAL TERMS & CONDITIONS

- 1. **Term of Agreement**. The term of this Agreement ("**Term**") will be for a period commencing on October 1, 2022 and continuing through September 30, 2023. The Board shall have two (2) options to renew the Agreement for periods of one (1) year (each a "**Renewal Term**") by entering into a written renewal agreement with Vendor.
- 2. **Scope of Services**. Vendor agrees to provide the services as described in this Agreement, including the Scope of Services that is attached and incorporated into this Agreement as Exhibit A ("**Scope**"). "**Services**" means, collectively, the services, deliverables, duties and responsibilities described and any and all work necessary to complete them or carry them out fully and to the standard of performance required in the Agreement, including without limitation any Products or Materials (both as hereinafter defined). Reference to Services throughout shall be deemed to include Products and Product terms. "**Products**" means, collectively, any goods, hardware, software, documentation, licenses, updates, components, equipment, or accessories as described in the Agreement that one would consider within the ordinary meaning of the product as understood in the applicable industry or field of business. The Board retains final authority with respect to all Service and Product related decisions, including scale. The Board may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Vendor's fees, shall be documented by a written amendment to the Agreement signed by the authorized representatives of both parties or other document executed in accordance with the Change Management Process section set forth in this Agreement. The Board assumes no obligation hereunder to purchase any quantity of Products or Services other than those identified on a Purchase Order issued by the Board.
- 3. **Compensation; Purchase Orders; Billing and Payment Procedures; Electronic Payments**.

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

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

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

- 3.2. Purchase Orders. Orders must be on the Board's Standard Purchase Order Form. The pre-printed terms and conditions found on the Board's Purchase Order shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in the Agreement, in the event of a conflict with the terms of the purchase order and the agreement, the terms of agreement shall control. Under no circumstances shall Vendor deliver any Products or render any Services without an approved Purchase Order.

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

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

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of the Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local

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Government Prompt Payment Act [50 ILCS 505/1 *et seq.*]. The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify the Products and Services provided under the Agreement.

- 3.4. Electronic Payments. Vendor agrees that, at the Board's sole discretion, the Board may make payment electronically to Vendor for any and all amounts due to Vendor pursuant to the Agreement. Vendor recognizes that any charges to the Board that are 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 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 until such supporting documentation is provided.
- 3.5. Subcontractor Payments. When a Vendor receives any payment from the Board pursuant to this Agreement, the Vendor must make payment to its subcontractors within 30 days after receipt of payment from the Board, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Agreement and provided the Vendor with all of the documents and information required of the Vendor.

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

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

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

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

4. Standards of Performance. Vendor shall devote, and shall cause all of its employees, agents, and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and to the satisfaction of the Chief Procurement Officer or Interim Chief Procurement Officer, as the case may be ("CPO"). Vendor shall retain and utilize, as required by law or by the Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform the Services in a professional and

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workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Products and Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with the Agreement are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing Products and Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Vendor agrees to hold such information in confidence in accordance with the Agreement. Any review, approval, acceptance of Products or Services or payment for any of the Products or Services by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Products and Services. Vendor shall remain financially and legally responsible to the Board for the professional and technical accuracy of all Products and Services, including any other deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

5. Personnel.

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

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

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

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

7.1. Early Termination. The Board may terminate the Agreement in whole or in part, without

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cause or penalty, at any time, by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received, or the date stated in the notice, whichever is later.

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

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

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

- 7.2. Suspension of Services. The Board upon written notice may direct Vendor to suspend delivery of Products or Services in whole or part. Vendor shall promptly resume delivery and performance of Products and Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Vendor. Responsibility for any additional costs or expenses actually incurred by 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**") may include, but are not limited to, the following:
- A. Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff.
 - B. Any material misrepresentation by Vendor in the inducement or the performance of the Agreement.
 - C. Breach of any term, condition, representation or warranty made by Vendor in the Agreement.
 - D. Failure of Vendor to perform any of its obligations under the Agreement, including, but not limited to, the following:
 - i. Failure to perform any portion of the Services or deliver Products in the manner specified in the Agreement.
 - ii. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services and delivery of Products.
 - iii. Failure to promptly re-perform or re-deliver within a reasonable time and at no cost to the Board, Services or Products that were determined to be out of compliance with the specifications in this Agreement.
 - iv. Discontinuance of the Products or Services for reasons within Vendor's reasonable control.
 - v. Failure to comply with any term of the Agreement, including but not limited to, the provisions concerning insurance, nondiscrimination, and any other acts specifically and expressly stated in the Agreement constituting an Event of

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Default.

- E. Default by Vendor under this Agreement.
 - F. Where Services include contact with CPS students, any failure to comply with the Background Check requirements, in whole or in part.
 - G. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law that is not dismissed within sixty (60) days of the date of its filing.
- 7.4. Remedies. The Board may declare Vendor in default, in whole or in part, if Vendor commits an Event of Default, the CPO may give Vendor an opportunity to cure the default within a certain period of time (“**Cure Period**”). The CPO shall give Vendor written notice of a default, either in the form of a cure notice (“**Cure Notice**”).

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

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

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

- A. Take over and complete the Products and Services or any part thereof, either directly or through others, as agent for and at the cost of Vendor. In such event, Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor under the Agreement or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- B. Terminate the Agreement, in whole or in part, as to any or all of the Products or Services yet to be performed, upon thirty (30) days’ advance notice.
- C. Suspend the performance of Services during the Cure Period if the default results from an action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff. In the event that the performance of Services is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization.
- D. Seek specific performance, an injunction or any other appropriate equitable remedy.
- E. Receive from Vendor actual damages reasonably incurred as a result or in consequence to the Event of Default attributable to Vendor.
- F. Deem Vendor non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Vendor pursuant to the Board’s Debarment Policy (19-0626-PO1), as may be amended from time to time.

The Board may elect not to declare Vendor in default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if

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

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

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

- 7.5. Turnover of Documents and Records. Upon demand of the Board after termination of the Agreement for any reason or the expiration of the Agreement by its terms, Vendor shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to the Agreement or the performance or furnishing of Products and Services, except that Vendor may keep a copy of such information for its own records subject to the terms of the Agreement.
8. **Assignment.** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign the Agreement, or any obligations imposed hereunder, without the prior written consent of the other party.
9. **Intellectual Property.**
 - 9.1. Intellectual Property Defined. Intellectual Property shall mean all trademarks, trade dress, copyrights and other intellectual property rights in the materials used in the performance of Services and delivery of Products under this Agreement.
 - 9.2. Board's Intellectual Property. Vendor agrees that all Confidential Information, as well as any intellectual property arising therefrom, shall at all times be and remain the property of the Board. The Board's intellectual property shall include specifically any documents and materials created by the Board either alone or in cooperation with Vendor in connection with the Services, including but not limited to such materials that are adapted or reproduced from Vendor's materials ("**Board Materials**"). Any and all unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow, charts, methods, processes, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of Services ("**Work**

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Product) is exclusively deemed to be “works for hire” within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq.* To the extent that any Work Product does not qualify as a work for hire, Vendor irrevocably grants, assigns, and transfers to the Board an exclusive, royalty-free license to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Vendor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to intellectual property rights as defined in this Section. Board Materials shall exclude any and all (i) third party intellectual property, and (ii) pre-existing Vendor intellectual property that is delivered to the Board as part of the Products and Services. Upon written agreement between the parties, Vendor may be licensed to use the Board’s intellectual property for specifically defined uses and terms.

Unless otherwise specified in this Agreement, all of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of the Agreement within 10 business days of demand. In addition, Vendor shall return the Board’s data in the format requested in writing by the Board. If any of the above items are lost or damaged while in Vendor’s possession, such items shall be restored or replaced at Vendor’s expense.

- 9.3. Vendor’s Intellectual Property. All Intellectual Property owned by Vendor prior to, created independently of the Products and Services under this Agreement shall be and remain at all times “Vendor’s Intellectual Property”, provided that none of the Board’s Confidential Information is used or disclosed in Vendor’s Intellectual Property and such Intellectual Property is not Work Product. In the event that any Confidential Information is used or disclosed in any such Intellectual Property, it is the Board’s Intellectual Property, and the Board shall have full and exclusive ownership rights to such Intellectual Property. Other than as may be expressly stated elsewhere in this Agreement, Vendor grants to the Board a perpetual, royalty-free, non-transferable license to use such of Vendor’s Intellectual Property for non-commercial, educational purposes.
- 9.4. Survival. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.
10. Representations and Warranties of Vendor. Vendor represents and warrants that the following shall be true and correct as of the effective date of the Agreement and shall continue to be true and correct during the Term of the Agreement and any Renewal Terms.
- 10.1. Licensed Professionals. Vendor is appropriately licensed under Illinois law to perform Services required under the Agreement and shall perform no Services for which a professional license is required by law and for which Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.
- 10.2. Technical Accuracy. All Services will be technically accurate and correct and performed in strict accordance with the provisions and requirements of this Agreement.
- 10.3. Compliance with Laws. Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to the Agreement and the performance of Services in effect now or later and as amended

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from time to time, including but not limited to the Drug-Free Workplace Act, the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), the Illinois School Student Records Act (“**ISSRA**”), the Student Online Personal Protection Act (“**SOPPA**”), the Children’s Online Privacy Protection Act (“**COPPA**”), and any others relating to non-discrimination and as applicable. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules as detailed in this Agreement. Board policies and rules are available at <https://www.cps.edu/sites/cps-policy-rules/policies/policies-index/>. In addition, Vendor shall comply with any governmental regulations, requirements and guidelines and Board guidelines, policies, and rules in effect now or later, and as amended from time to time related to COVID-19, including without limitation all reporting requirements and requirements or recommendations regarding face coverings and social distancing.

- 10.4. Good Standing. Vendor is not in default and has not been deemed by the Board to be in default under any other contract with the Board during the five (5) year period immediately preceding the effective date of the Agreement.
- 10.5. Authorization. If Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of the Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of the Agreement which shall constitute valid, binding obligations of Vendor.
- 10.6. Financially Solvent. Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under the Agreement.
- 10.7. Gratuities. No payment, gratuity or offer of employment was made by or to Vendor in relation to the Agreement or as an inducement for award of the Agreement.
- 10.8. Freedom from Communicable Disease: Vendor shall require all persons assigned to perform Services at any school to show evidence that they are free from communicable disease, including tuberculosis. Acceptable evidence is described in the Illinois School Code, 105 ILCS 5/24-5. From time to time, the Board may require Vendor to demonstrate its compliance with the provisions of this Section.
- 10.9. Contractor’s Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
- 10.10. Third Parties’ Property and Information. In performing and delivering the Services under the Agreement, Vendor shall not knowingly violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party and will not improperly use any third party’s confidential information. Vendor shall have, without encumbrance, all ownership, licensing, marketing, and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement.
- 10.11. Warranty of Title. Vendor warrants title to all Products and Services sold to Board and warrants that all Products and Services sold to Board are free and clear from all liens, contracts, chattel mortgages, or other encumbrances; and that Vendor has the lawful right to dispose of and sell such Products and Services

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- 10.12. Assignment of Warranties. Vendor has the right, title and ability to assign and shall assign to the Board any third-party warranties concerning the Services provided under the Agreement to the Board.
- 10.13. Free of Computer Viruses. Vendor shall use commercially reasonable best efforts to ensure that the Services, including but not limited to any software used in the performance of the Services, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.
- 10.14. Debarment and Suspension. Vendor certifies, to the best of its knowledge and belief, after due inquiry, that:
- A. It, its principals, or its subcontractors providing Services under the Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33E).
 - B. It, its principals, or its subcontractors providing Services under the Agreement are not knowingly presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of state or local government.
 - C. It, its principals, or its subcontractors providing Services under the Agreement have not knowingly violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

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

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

- 10.15. Prohibited Acts. Within the three (3) years prior to the effective date of the Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid- rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.
- 10.16. 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.
- 10.17. Survival. All representations and warranties will survive inspection, acceptance, payment and expiration or termination of this Agreement. Nothing in the foregoing representations and warranties will be construed to limit any other rights or remedies available to the Board under the law and the Agreement.
11. Background Check. Vendor shall comply with the following requirements and such other procedures as may be determined necessary by the Board from time to time for each employee, agent, volunteer or subcontractor who may have contact with a CPS student as a result of the

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Agreement (individually and collectively “**Staff**”) (“**Background Check**”). For purposes of this Section, contact via text messages, live chats, emails, any other digital or online media, telephone, in person, or through any other means shall be considered “contact”. Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:

- 11.1. Do Not Hire List. The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to the Agreement by checking the Board’s “Do Not Hire” (“**DNH**”) records (“**DNH Check**”). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.
- 11.2. Criminal History Records Check. Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with a CPS student pursuant to the Agreement through the process established by the Board, including using the Board’s contracted vendor for conducting such checks, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), which refers to and incorporates the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) (collectively “**Criminal History Records Check**”). A complete Criminal History Records Check includes the following:
 - A. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation.
 - B. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry.
 - C. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

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

- 11.3. Department of Children and Family Services Check. At Vendor’s cost and expense, the Board shall have the right to check Staff who may have contact with a CPS student pursuant to the Agreement for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services (“**DCFS**”) State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff (“**DCFS Check**”). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check, and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not access any Board facility and shall not have contact with any CPS student hereunder.
- 11.4. Background Check Representations and Warranties. With respect to each Background Check, Vendor further represents and warrants that Vendor shall:
 - A. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed.
 - B. Obtain from each of its prospective and current Staff and provide to the Board a signed copy of any release and consent required to conduct the Background Check in the form determined by, and as directed by the Board.
 - C. Confirm with the Board’s Chief of Safety and Security that each respective Staff has

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successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check before any contact with a CPS student may occur.

- D. When contact with a CPS student may occur, not allow any Staff to provide Services until a DNH Check, Criminal History Records Check, and DCFS Check have been completed by the Board and the results of the Background Check satisfy for the Board, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended.
- E. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance of the Background Check and its update process.
- F. Immediately remove from any contact with any CPS student pursuant to the Agreement and otherwise terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

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

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

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

12. Research Activities and Data Requests. Vendor shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research purposes in connection with the Agreement or for any other purposes, Vendor shall comply with the Board's External Research Study and Data Policy adopted December 11, 2019 (19-1211-PO3), as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Director of School Quality Measurement and Research, or as otherwise provided in the Policy.
13. Use of Board's Network; Acceptable Use Policies. As applicable, if at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted August 28, 2019 (19-0828-PO1), and the Board's Staff Acceptable Use Policy, adopted August 28, 2019 (19-0828-PO3), both as amended, during the Term of the Agreement and any renewals thereof. Vendor shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 28, 2019 (19-0828-P21), which

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is attached to this Agreement and incorporated hereto as Exhibit D.

14. **Independent Contractor.** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. As an independent contractor, Vendor agrees to be responsible for the payment of all applicable taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. To the extent that Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, Vendor shall be solely responsible for paying such taxes. Vendor agrees that neither Vendor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to social security number or federal employer identification number. In the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of the use of Vendor's employees under the Agreement, Vendor shall indemnify the Board for any such liability.
15. **Indemnification.** Vendor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character (collectively "**Claims**") directly arising or alleged to directly arise out of the acts or omissions of the Vendor, its officers, agents, employees and subcontractors in the performance of the Agreement. The foregoing obligation extends to and is intended to encompass any and all Claims that the Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property right of a third party.

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

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paragraph, or while Vendor was conducting the defense.

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

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

16. **Non-liability of Board Officials.** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to Vendor, its members if a joint venture, or any subcontractors.
17. **Board Not Subject to Taxes.** The federal excise tax does not apply to the Board, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The amounts paid to Vendor are inclusive of all other taxes that may be levied or based on the Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under the Agreement, but excluding taxes levied or imposed on the income or business privileges of Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.
18. **Audit and Records Retention.** Vendor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance by the Vendor with the Agreement. Board shall provide the Vendor with 48 hours notice for any audits. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution, delivery and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit.

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

19. **Freedom of Information Act.** Vendor acknowledges that the Agreement and all documents submitted to the Board related to the contract award are a matter of public record and are subject

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to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that the Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that the Agreement shall be posted on the Board's Internet website.

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

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

21. **Right of Entry.** Vendor and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use and shall cause each of its officers, employees and agents to use the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of the Agreement, including without limitation, the indemnification provisions contained in the Agreement.
22. **Non-Discrimination.** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Vendor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. § 1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended and all other applicable federal, state, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees.

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Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the Vendor's employees or the Vendor's subcontractors' employees.

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

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

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

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

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

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

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

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

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

24. **Public Works.** Any construction contract with CPS calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department

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publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

25. **Kickbacks.** Neither Vendor nor any of its members if a joint venture or limited liability company has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor any payment, gratuity or offer of employment in relation to the Agreement or as an inducement for the acceptance of the Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.
26. **Joint and Several Liability.** In the event that Vendor, or its successors or assigns, if any, is comprised of more than one legal entity, then in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such legal entity.
27. **Survival/Severability.** All express representations or indemnifications made or given in the Agreement shall survive the completion of Services or the expiration or termination of the Agreement for any reason. If any provision or part of the Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent that it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
28. **Counterparts and Electronic Signatures.** The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
29. **Entire Agreement and Amendment.** The Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of the Agreement. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement are of no force or effect.

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

30. **Controlling Agreement.** Vendor shall not request any CPS staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the performance of Services except for those documents specifically approved by the Board under the Agreement. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by Vendor. Even if a CPS staff or Board user agrees to any

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agreement or license contained or referenced in the Products or Services or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Vendor acknowledges and agrees that the terms and conditions of the Agreement represent the entire agreement of the parties for the Products and Services. No additional terms or conditions shall apply to the Board unless a written amendment to the Agreement is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel, or is otherwise documented and executed in accordance with the Change Management Process section of this Agreement.

31. **Governing Law.** Without regard to application of any conflict of law provisions, the Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of the Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Vendor, or by personal delivery on any officer, director, or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning the Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
32. **Continuing Obligation to Perform.** In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under the Agreement with a reservation of all rights and remedies it may have under or pursuant to the Agreement at law or in equity.
33. **Conflict of Interest.** The Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one-year period following expiration or other termination of their office.
34. **Indebtedness.** Vendor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Agreement as fully set forth herein.
35. **Ethics.** No officer, agent or employee of the Board is or shall be employed by Vendor or has or shall have a financial interest, directly, or indirectly, in the Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Agreement as fully set forth herein.
36. **Inspector General.** Each party to the Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations. It shall be the duty of every contractor, subcontractor, agent or licensee of the Board, and every applicant for certification of eligibility for a Board contract or program, to cooperate with the inspector general in any inquiry undertaken related to the Agreement. Assurance of compliance with this requirement by the contractor's employees, agents or subcontractors shall be the responsibility of the contractor. Failure to cooperate as required may result in monetary and/or other penalties.
37. **Waiver.** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

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II. SPECIFIC TERMS & CONDITIONS

1. **Principal's Right to Direct.** The principal at each school shall have the authority, to the maximum extent possible, to direct Vendor and its subcontractors when performing the Services on the school site.
2. **Warranty of Services.** Vendor hereby represents and warrants that its Services will be performed in a manner consistent with the standards of the applicable industry or profession. Vendor warrants that its Services will be performed in a manner that does not damage or corrupt data of the Board. Vendor also warrants that the deliverables submitted to the Board for acceptance will conform to the Scope of Services and will be free of errors or defects in design, material and workmanship. The warranties contained in this Section will continue for the duration of the Agreement ("**Warranty Period**") after acceptance of the deliverables, in writing, by the Board. If the Board notifies Vendor, or Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties within the Warranty Period, Vendor shall, at its own expense, promptly correct such non- performance, error or defect, but in no event later than thirty (30) days after notification by the Board. Any repair or replacement of deliverables or portions thereof will be additionally and automatically warranted therein. All warranties will survive inspection, acceptance and payment.
3. **Authority.** Vendor understands and agrees that Vendor is not an authorized representative of the Board or the Chicago Public Schools. All agreements and approvals (written or verbal) of the Board or the Chicago Public Schools must be made by authorized Board employee(s).
4. **Account Management.** Vendor must provide a single point of contact ("**Account Manager**") who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. Vendor shall also be required to have periodic meetings with the Department of Procurement personnel for reasonable contract review meetings as well as an annual review at a time determined by the Department of Procurement. Vendor must support the Board with an appropriate number of personnel to meet the Board's needs.
5. **Removal and Reassignment.** Vendor agrees to remove any of its staff or subcontractor's staff from performing Services if the Board, in its sole discretion, believes that such individual is not performing acceptably or is endangering the safety or welfare of any CPS student. Vendor further agrees to bear any costs associated with the removal of such person. Vendor shall have a transition plan for all key personnel on this account. In the event of removal, reassignment or departure, Vendor will provide transitional coverage of any Key Personnel within five (5) business days and will have new personnel fully in place within sixty (60) days.
6. **Subcontractor Employee Screening and Monitoring Process.** If the awarded Vendor plans to subcontract the Services outlined in the Agreement to a third party, Vendor must submit its subcontractor's employee screening and monitoring process for Board approval prior to final contract approval.
7. **Charter School Participation.** Charter schools which receive funding from the Board shall be eligible to purchase Services pursuant to the terms and conditions of the Agreement and, if such charter schools are authorized by their governing bodies to execute such purchases, by issuing their own purchase order(s) to Vendor. The Board shall not be responsible for payment of any amounts owed by charter schools. The Board assumes no authority, liability or obligation on behalf of any charter school.

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8. **Participation by Other Local Government Agencies.** Other local government agencies (“Local Government Agencies”) may be eligible to purchase Services pursuant to the terms and conditions of the Agreement if: (a) such agencies are authorized, by law or their governing bodies, to execute such purchases; (b) such authorization is allowed by the Board of Education’s CPO; and (c) such purchases have no significant net adverse effect on the Board and result in no observed diminished ability on the Vendor to provide the Services to the Board or Board’s user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All purchases and payment transactions shall be made directly between the Vendor and the requesting Local Government Agency; the Board shall not be responsible for payment of any amounts owed by any Local Government Agency to Vendor. The Board assumes no authority, liability or obligation on behalf of any Local Government Authority.
9. **Notices.** All notices required under this Agreement shall be in writing and shall be sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by facsimile or email as shown by the transmitting device, or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

If to the Board: Board of Education of City of Chicago
Office of Information and Technology Support
42 W. Madison Street
Chicago, Illinois 60602
Attn: Executive Director, Enterprise Data Strategy
Email: sgkempner@cps.edu

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

If to Vendor: The University of Chicago
Urban Education Institute 1313 E. 60th St.
Chicago, IL 60637
Attention: Elliot Ransom, Co-Chief Executive Officer
Email: eransom@uchicago.edu

10. **Transitions.**

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

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

11. **Change Management Process.** During the Term of this Agreement or any Renewal Term, **the** parties may determine that change(s) to the Agreement is necessary. In such an event, the parties shall determine if the proposed change amounts to a material revision as described in this Section before determining how that change will be documented.

11.1. Material Revision. A "material revision" includes (i) increasing the unit cost of the Products and/or Services to be provided during the Term of this Agreement, or Renewal Term; (ii) substantial reduction in the scope of Products and Services; (iii) substantial expansion of the Products and Services to be provided beyond the Scope of Products and Services authorized by the Board in this Agreement; (iv) extending the time of performance of Services beyond the time period approved by the Board; (v) change or modification to the legal terms and conditions in this Agreement; or (vi) any other shift of the risks and liabilities between the parties. A material revision requires a written amendment to the Agreement approved in advance by the Board, then signed by the authorized representatives of both parties and approved by the Board's General Counsel.

11.2. Statements of Work and Change Requests and Orders. If the proposed change does not amount to a material revision as defined above, the parties' authorized representatives shall agree in writing to a Statement of Work or Change Request and Order, as appropriate, before each change takes effect.

11.3. Supplemental Statements of Work. The parties may mutually agree upon and enter into a written Supplemental Statement of Work ("**Supplemental SOW**") to further describe the Products to be provided and the Services to be rendered, the roles and responsibilities of the parties, the periods of performance, timelines, deliverables, and any other terms necessary for the performance of the Services according to the expectations described in the Agreement. Each Supplemental SOW entered into shall be numbered sequentially in order of execution and shall be executed by the Board's Project Manager and/or designee and—where software and/or technology services and products are involved—by the Board's Chief Information Officer, and the authorized representative of Vendor. No SOW shall modify, amend, or add legal terms, conditions, or provisions; shift risks or liabilities between the parties; or otherwise constitute a material revision. Any Products provided and Services performed in accordance with a SOW shall be performed in accordance with the terms of the Agreement. Any SOW that is not completed and approved in accordance with the terms of the Agreement, including this Section, shall be null and void, and Vendor shall not be entitled to any compensation for Products provided or Services performed pursuant to a void SOW. In the event of a conflict or inconsistency between the terms and conditions of a Statement of Work and the terms and conditions of this Agreement, this Agreement controls.

11.4. Change Requests and Orders. The parties may at any time determine that changes to the Products and Services provided under this Agreement are necessary. Provided that such changes do not amount to a material revision and do not require a SOW, the parties

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

12. **Technical Information.** Prior to the execution of this Agreement, Vendor shall supply CPS's Department of Information and Technology Services ("ITS") and Information and Technology Support with information regarding its Products (including without limitation any Software), including but not limited to the security and technical environment (collectively "**Technical Information**"). Vendor is required to advise the Board's ITS Program Manager if the Technical Information for any Product(s) or Program(s) changes in any way during the Term of this Agreement, including any Renewal Terms. Any changes that, in the Board's sole determination, do not result in the disqualification of the Products shall be documented in accordance with the Change Management Process section. Changes that result in the disqualification of any Product shall be documented in accordance with the requirements of the Change Management Process section.

13. **Marketplace.** The Board utilizes an eProcurement system referred to as "Marketplace" for electronic order placement of goods and services via a hosted eCatalog. At the Board's sole discretion, the Board may eliminate use of an eProcurement system or determine that certain services or goods may not be made available for purchase by the Board through an eProcurement system. Access to Marketplace is for internal CPS use only. CPS Schools, Networks and Departments may use Marketplace to place an order/purchase. Once the purchase is made through the Marketplace a Purchase Order ("PO") will be sent to Vendor electronically through the CPS iSupplier portal.

Vendor shall have the option of making its Products and Services available through Marketplace; however Vendor is not required to utilize Marketplace. Orders and purchases must still be placed utilizing approved POs. The Marketplace is a supplemental tool for the Board's benefit and efficiency and is not to be used in lieu of the process for placing orders or obtaining services as otherwise provided in this Agreement. Use of the Marketplace by Vendor may result in greater visibility of Vendor's Products and Services to CPS Schools, Networks and Departments. If Vendor chooses to use Marketplace, Vendor is responsible for entering the description of the Products and Services and associated pricing into the Marketplace and must maintain its own catalog(s).

The information entered into the Marketplace by Vendor must be in conformity with the terms of the Agreement. The initial Vendor information entered into Marketplace must be approved by an authorized representative of Board, or otherwise in accordance with Board's then-current procedures. Prior to making any changes to the Marketplace, Vendor must first submit the proposed modification or amendment to the Board Project Manager identified in the Scope of Services for review and approval, which approval must be documented by a written amendment signed by the authorized representatives of both Parties in accordance with the terms of the Agreement. Any addition, deletion, change, modification or substitution of Services in Marketplace that is not made in compliance with the Agreement shall be void.

Vendor may not include on the CPS Marketplace any hyperlinks to any external site.

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Vendor recognizes that any deviation in the description of Products and Services entered in the Marketplace by Vendor from the Products and Services described herein that results in an order being placed will result in that order being deemed invalid by the Board and the associated cost not owed by the Board.

14. **Additional Requirements for Delivery of Products and Services.** In the event of a strike, sympathy strike, picketing, work stoppage, slowdown, demonstration, or any other lawful or unlawful disruptive activity that impacts Services, Vendor shall ensure continued uninterrupted delivery of Services and Products to the Board in accordance with the terms of the Agreement, or as may be otherwise directed by the Board and agreed upon by the Parties. Under the aforementioned circumstances, the Board shall have the right to direct Vendor to use any of the following methods to arrange for continued delivery of Products and Services: 1) use of Vendor's non-union employees or an alternative courier to deliver products; 2) delivery of products to an alternative site; 3) use of Board employees to pick up Products from Vendor or Vendor's couriers; or 4) any other alternative means necessary to ensure that Products and Services are timely delivered to the Board without disruption. Vendor shall also enforce any no-strike clauses Vendor has in its collective bargaining agreements when such clauses impact the delivery of any Services or Products under this Agreement. Any alternative delivery methods utilized under this section shall be approved by a representative designated by the Board.
15. **Social Security Number Protection Policy.** If at any time, in the course of providing Services, any Social Security numbers may be disclosed to Vendor, Vendor warrants that it is and shall remain in compliance with Board's Social Security Number Protection Policy adopted May 25, 2011 (11-0525-PO3), as may be amended or restated from time to time.

III. PRODUCT TERMS

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

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4. **Product Warranty.** Vendor warrants that all Products furnished hereunder shall be new and conform with any specifications ("Specifications") and other requirements as set forth in the Agreement. Products shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship and design for a period of time of at least one year from the receipt of shipment (or the length of the manufacturer's warranty, whichever is longer), unless the Board specifies a longer period or specifically agrees otherwise. Vendor shall assign to the Board the benefits of any manufacturer's warranty of the Products and shall cooperate with the Board in securing any and all remedies of such warranties for the benefit of the Board during the Term of the Agreement and any Renewal Terms.

During the warranty period, the Board shall have the option to require Vendor to repair and replace defective Products without charge or expense, or to reject any defective Products and obtain a full refund or credit for any payment therefor. Repaired or replaced Products shall be warranted for a minimum period of one (1) year from completion of repairs (or date of receipt of replacement, as the case may be) or the remainder of the Product's original warranty, whichever is longer. Vendor shall be responsible for transportation charges for all warranty shipments. This warranty shall survive inspection, acceptance, payment and expiration or termination of the Agreement. Each warranty shall include, but is not limited to, the manufacturer's name, the Board's name, the School's name, the product style name, the product number, the length of the warranty, the manufacturer's contact person and the Agreement number. Warranty information shall be provided with the delivery of the Products and when Vendor submits its invoice. Nothing within this Section shall limit or be interpreted as reducing any warranty that may be provided by Vendor or the original manufacturer of the Product to the extent that the original warranty may be more expansive than the warranty set forth in this Section.

Upon final acceptance of any Products delivered, Vendor shall provide to the Board Project Manager and the Department of Procurement every manufacturer's warranty, guarantee, parts list, and literature for each of the Products delivered to the schools.

A letter containing all warranty information must be provided with the invoice or the invoice will not be processed for that school or location. All maintenance and installation instructions for Products should be provided at that time as well per manufacturer recommendations. The manufacturers' warranties are in addition to and not in lieu of any other of Vendor's warranties stated herein, and the Board is entitled to look to Vendor for remedy in all cases where Vendor's warranty applies regardless of whether a manufacturer's warranty also applies.

The Board acknowledges that Vendor may not be the manufacturer of all the Products being supplied under this Agreement. Nonetheless, Vendor warrants that from the date of delivery, the Products shall be covered by the respective manufacturer's warranty, and Vendor shall only provide Products covered by manufacturer's warranties, including but not limited to the warranty that all Products are free from defects in materials and workmanship and will, as to substantial operational functions, conform to the current published Product specifications.

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

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6. **Product Recall.** In accordance with the notice provisions set forth herein, Vendor shall notify the Board within forty-eight (48) hours of Vendor's receipt of any manufacturer or government issued recalls on Products purchased by the Board pursuant to the Agreement. All Products purchased by the Board subject to a recall shall be replaced at no cost to the Board by Vendor with the same make and model Product within ten (10) business days of Vendor notifying the Board of the recall. If the same make and model is not available due to the recall, then Vendor shall provide a product comparable to the recalled Products in terms of quality and price. Acceptance of the comparable Product shall be at the sole discretion of the CPO. If the CPO rejects in writing the comparable product, Vendor shall remove all the recalled Products from the Board sites and provide a full refund for each recalled product within ten (10) business days of such written rejection (or, if a life safety issue is involved, such removal shall occur within two [2] business days of Vendor's notice of recall or otherwise as may be requested by Board). Replacement of the recalled Products shall include delivery of the same make and model Products or the comparable Products (if accepted) to the sites where the recalled Products are located and removal of the recalled Products at no cost to the Board. Vendor shall remove all recalled Products from Board property at the time the replacement Products are delivered.
7. **Product Change Management.** CPS must be notified of all post go-live changes to the Products, which include changes to functionality, the introduction of additional applications, and major platform upgrades. CPS must also be notified of all planned changes, expansion, or reduction to data elements or data management procedures and shall not make such changes without the prior written consent of the Board which shall not be unreasonably withheld. Change notifications shall be sent to a designated CPS email address and must primarily list the change description and the planned date of change. All notifications should be provided at a minimum one (1) week before any change takes effect. For changes that require adjustments to the CPS environment or involve any system integrations, Vendor shall require written approval from CPS prior to any go-live changes and shall not make any changes without the prior written approval of CPS.
8. **Data Integration & Management.** Products must align to IMS Global interoperability standards for data exchanges and authentication (One Roster, SAML, or Google Single Sign On / SSO).

IV. SOFTWARE TERMS

1. **License.** Vendor hereby grants to the Board a non-exclusive, worldwide, nontransferable, royalty-free (except for fees specified in the Agreement) license to use, through the Term of the Agreement, including any Renewal Terms, any software that Vendor may offer as part of its performance of Services under the Agreement (collectively "Software"). The Software includes any software and applications, regardless of the means of delivery, updates, bug fixes, patches, operational modifications or corrections, components, equipment, or accessories that are necessary for the operation of the Services as proposed by Vendor and accepted by the Board. The Software and any accompanying documentation shall at all times remain the sole and exclusive property of Vendor or, alternatively, the sole and exclusive property of a third party from whom Vendor has obtained all necessary rights and permissions to sub-license the Software to the Board. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software outside of the CPS except as expressly provided herein. The Board shall not copy or knowingly permit the copying by any third party of the Software (other than for a reasonable number of back-up copies) or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Software except as permitted under this Agreement. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Software without the prior written consent of Vendor.
2. **Permissible Board Actions.** Nothing in this Section shall prevent the Board, its employees and representatives from sharing reports and data generated from Vendor's Products and Services with other vendors of the Board as may be necessary to receive and evaluate the Products and Services for the Board's purposes.
3. **Licensed Users.** Vendor shall provide a username and password for each licensed user of the Software, if applicable. "Licensed Users" or "Board Users" usually means those schools,

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classrooms, administrators, teachers, students, parents/legal guardians and other identified individuals licensed to access the Software. Unless specifically stated in the Agreement, there is no set maximum or minimum number of Board Users who will be able to access the Software. The number of Licenses provided shall be unlimited and shall be in effect through the Term or any Renewal Term, unless specifically stated otherwise in this Agreement. Unless specifically stated otherwise, a Licensed User may continue to use the License throughout the Term or any Renewal Term of this Agreement, regardless of any transfer to any other CPS school during that Term.

4. **Implementation of the Software.** Where applicable or necessary, Vendor shall provide installation, configuration, and implementation services for any software or applications provided under the Agreement, regardless of the medium used for its delivery (collectively referred to as "Software"), so that it is accessible through the Board's computers and other compatible devices.
(For the purposes of the Agreement, Software may be considered to be included in the terms "Products" and "Services" where appropriate as determined by the Board.)
5. **Software Maintenance and Support.** As applicable, Vendor shall be solely responsible for maintenance and support services to the Board for any Software purchased or used as part of the Services as more fully described in the Agreement.
6. **Hosting Services.** As part of the Services provided pursuant to the Agreement, as applicable, Vendor shall host the Software on servers, hardware, components and equipment (collectively "Infrastructure") that Vendor shall provide at its own cost (collectively, the "Hosting Services"). The Infrastructure shall be located within the continental United States. Vendor is expected to provide ample storage and processing power within its Infrastructure and maintain it to assure the continued operation of the Software and Services and to take such action as may be necessary (at Vendor's own expense) to assure the continued performance according to the parties' general expectations under the terms of the Agreement. This may include but is not limited to: an adequate disaster recovery plan; backup Infrastructure; secure connections between the Board Resources and the Infrastructure; and security controls and procedures to prevent unauthorized access to the Software and Infrastructure, which includes segregating or partitioning the Infrastructure from other unauthorized hardware and/or other devices. The Hosting Services shall be included in the term "Services" as that term is defined and used herein.
7. **Compatibility and Data Flow.** Vendor shall ensure that the Software and Services allows data to flow properly between the Board's users and the Software. Vendor must ensure that the Services, Software, and other resources and materials (collectively, the "Provided Resources") that are provided by Vendor to the Board, incorporated by Vendor, or approved or recommended by Vendor for use by the Board in connection with the Services, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the "Board Resources"). At all times, Vendor must cooperate and work as requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers, including without limitation the following:
 - A. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution.
 - B. Providing information concerning any or all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services.
 - C. Working with the Board's other service providers in the implementation and integration of the Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Services.
 - D. Providing reasonable access to and use of the Provided Resources.
 - E. Performing other reasonably necessary tasks in connection with the Services in order

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to accomplish the foregoing activities described in this section.

In the event of any dispute between the parties as to whether a particular services or function falls within the Scope of Services to be provided by the Board's third-party service providers (or by the Board itself), or within the Scope of Services to be provided by Vendor, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Vendor's work, as set forth in the Agreement, and it more reasonably would be associated with the scope of Vendor's work than with the scope of the services to be provided by such other service providers. If any of the foregoing requires the disclosure of any proprietary information or Confidential Information of Vendor to any third party, such third party may be required to enter into a reasonable confidentiality agreement with Vendor and/or Board, with terms substantially equivalent to those of the Agreement regarding the protection of Confidential Information.

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

8. **Software Warranties and Representations.** For any Software that may be supplied or licensed to the Board or otherwise used in performance of the Services, Vendor represents and warrants that the following shall be true and correct as of the effective date of the Agreement and shall continue to be true and correct during the Term of the Agreement and any Renewal Terms:
- 8.1. Assignment of Warranties. Vendor will assign to the Board any warranties concerning the Software from the manufacturer to the Board as applicable.
 - 8.2. Compatibility. The Software is compatible with and shall support implementation and full utilization as set forth in the Scope of Services.
 - 8.3. Documentation Warranty. The documentation provided to the Board concerning the Software ("Documentation") shall be kept current with the upgrades of the Software.
 - 8.4. Title Warranty. Vendor has the lawful right, power, and authority to license the Software.
 - 8.5. Software Performance. The Software shall perform the functions described in the Documentation on any hardware/operating system combination on which Vendor has indicated that such Software shall perform such functions. Vendor shall correct any failure of the Software to perform in accordance with the Documentation within five (5) business days.
 - 8.6. Free of Defect Media Warranty. The tapes, diskettes, flash drives, and CD-ROM and other media on which the Software is furnished shall be free from defects in materials and workmanship under normal use for 90 days.
 - 8.7. Free of Computer Viruses. Vendor will use commercially reasonable best efforts to ensure that the Services, including but not limited to any Software used in the performance of the Services, are free and do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms rootkits, keyloggers, redirectors, or other computer viruses into the Board's network, systems, and computers. Vendor will also maintain a master copy of the appropriate versions of the Software, free of computer malware, if applicable.
 - 8.8. Not Alter Program. Vendor will not, directly or through a third party, knowingly remove, alter, change or interface with the Software for the purpose or preventing the Board from utilizing the Software.
 - 8.9. No Disabling Code. Vendor will not knowingly cause any disabling code to be incorporated into the Software.
 - 8.10. Enhancement Warranty. Any enhancements shall perform as described in the Documentation.
 - 8.11. Software Customization. Any customizations of the Software shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party. In addition, Vendor hereby represents and warrants that any Software application customized shall meet the specifications as provided in the Agreement. If the Board notifies Vendor, or Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties, the Vendor shall, at its own expense, promptly

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correct such non-performance, error or defect, but in no event later than 30 days after notification by the Board. Any repair or replacement of Software or Services or portions thereof will be additionally and automatically warranted therein.

- 8.12. Survival. The warranties and representations set forth above shall survive the expiration or earlier termination of this Agreement.

V. DATA SECURITY & CONFIDENTIALITY TERMS

1. Definitions.

- 1.1. Confidential Information. In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others (“**Confidential Information**” or “**CPS Data**”). Such Confidential Information may include, but is not limited to: technical data and specifications, software, ideas, budget figures, operational details, unpublished school information, CPS financial information, access control and/or system logs, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Vendor. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating the confidentiality obligations of this Agreement and any other agreements with the Board.
- 1.2. Student Data. “Student Data” means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology, including but not limited to the Products (as defined in this Agreement and including without limitation Software) by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students relating to a CPS student. For purposes of this Agreement, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.
- 1.3. De-Identified Data. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the purposes of this Agreement, De-Identified Data will still be considered Confidential Information and treated as such unless expressly provided otherwise in this Agreement.
- 1.4. Student Generated Content. The term “Student-Generated Content” means materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and videos.
- 1.5. Employee Data and other Personally Identifiable Information (“PII”). PII shall be defined as any information that relates to individuals employed by or otherwise associated with the Board, and can reveal the identity of the individual. Employee data is Confidential Information and treated as such.
- 1.6. Student Data, Student Generated Content, and PII shall all be protected according to applicable State or Federal law. Vendor is prohibited from sharing Student Data with any contractors or third parties without executing a Student Data exhibit to be incorporated into a written agreement between the Parties. It is understood and agreed that such protection of these data may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act (“FERPA”), the Protection of Pupil Rights Amendment (“PPRA”), the Illinois School Student Records Act (“ISSRA”), the Student Online Personal Protection Act (“SOPPA”) and the Children’s Online Privacy Protection

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Act ("COPPA").***

2. **Use of Confidential Information.** Vendor shall only use Confidential Information for the sole purpose of providing Services to the Board and, for a period of three (3) years after termination or expiration of this Agreement, shall not disclose the Confidential Information except to those of its directors, officers, agents, servants, employees, and contractors who have a need to access the Confidential Information in order to perform the Services set forth in the Agreement. Vendor is prohibited from sharing Student Data with any contractors or third parties without executing a Student Data exhibit to be incorporated into a written agreement between the Parties. Vendor shall not copy or otherwise reproduce in any manner whatsoever the Confidential Information for any purposes outside the terms of the Agreement without the prior written consent of the Board, except where required for its own internal use solely to deliver the Services under this Agreement and strictly in accordance with the terms of this Agreement. Vendor shall use at least the same standard of care in the protection of Confidential Information as Vendor uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner and in compliance with all applicable laws. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), the Illinois School Student Records Act ("**ISSRA**"), the Student Online Personal Protection Act ("**SOPPA**") and the Children's Online Privacy Protection Act ("**COPPA**").

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

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infrastructure architectures.

- G. Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed within Vendor's Services and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of the Agreement.
 - H. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Confidential Information security practices. Vendor agrees to share its incident response plan upon request.
 - I. Assure that its systems, Products and Services include at least the following safeguards:
 - 1. Include component and system level fault tolerance and redundancy in system design.
 - 2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
 - 3. Encrypt Confidential Information at rest and in transit.
 - 4. Authentication of users at logins with a 256-bit or higher encryption algorithm.
 - 5. Secure transmission of login credentials.
 - 6. A Self Service and an Automated password change routine that resets account passwords annually.
 - 7. Trace user system access via system logs that CPS can access upon request.
 - 8. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
 - 9. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.
 - 10. Employ an in-line intrusion prevention system that inspects incoming data transmissions.
 - 11. Prevention of hostile and unauthorized intrusion.
 - 12. Backup of all Confidential Information at least once every twenty-four (24) hours. Perform content snapshots at least daily and retain for at least ninety (90) days.
 - J. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Agreement.
4. **Dissemination of Information.** Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Vendor's possession as a result of Services and/or Materials provided under the Agreement, Vendor shall promptly give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.
5. **Press Releases; Publicity.** Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property (as defined below),

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including but not limited to the CPS logo or the logos of any schools, during or after the performance or delivery of Products and Services without the prior express written consent of the Board's Chief Communications Officer or its designee. Furthermore, Vendor may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or its designee.

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

7. **Unauthorized Access, Use or Disclosure of Confidential Information, Student Data or PII.** If Vendor has knowledge of any unauthorized access, use, and/or disclosure of Confidential Information, Student Data, or PII, it shall: (i) notify the Board within 48 hours of receiving notice of the unauthorized access, use, or disclosure; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including appropriate assistance with the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably direct in writing to remedy such unauthorized access, use or disclosure, including, if required under any federal or state law, providing notification to the affected persons. Vendor shall bear the losses and expenses (including attorneys' fees) associated with a breach of Vendor's obligations regarding Confidential Information as set forth in this Agreement, including without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including, if applicable, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as determined by an appropriate court of law. Vendor shall include this provision in any and all agreements it executes with subcontractors performing Services or providing Products under this Agreement.

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

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

Vendor agrees to share its incident response plan within 48 hours of request. Vendor shall assure that all data that is transmitted between the Board's access points and the ultimate

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server, by Vendor or its recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

- 8.1. **Security Safeguards.** Vendor agrees to provide the following additional safeguards:
- A. Include component and system level fault tolerance and redundancy in system design.
 - B. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
 - C. Encrypt Student Data and PII at-rest and in-transit.
 - D. Authentication of users at login with a 128-bit or higher encryption algorithm.
 - E. Secure transmission of login credentials.
 - F. A Self Service and an Automated password change routine that resets account passwords annually.
 - G. Trace user system access via system logs that CPS can access upon request.
 - 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. Ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks.
 - L. Shall provide a documented disaster recovery plan upon request that includes the following elements:
 1. Available recovery times.
 2. Conduct 24x7 system monitoring that is capable of detecting Potential outages.
 3. Plans for File-level, Database and server recovery after a component/system failure, damage or compromise.
 4. Substantial geographical separation between data centers hosting production, backup and redundant system elements.
 5. Include recovery/mitigation procedures for all managed sites, including subcontractors, agents, and other recipients.
 6. Include provisions for at least the following events:
 - (i) Fire
 - (ii) Natural disaster
 - (iii) Sabotage
 - (iv) Accidental human error
 - (v) Flooding
 - (vi) Equipment failure
 - (vii) Application/database failure
 - (viii) Other unlikely events
 - M. No less than annual testing of the disaster recovery plan (at least parts that affect Student Data) with results of the test made available to the Board, as well as information about, and schedule for, the correction of deficiencies identified in the test.
 - N. Prevention of hostile or unauthorized intrusion.
 - O. Screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Criminal Background Check in the Agreement do not have access to Student Data. Vendor shall provide the security measures taken to ensure that said employees do not have access to Student Data.
 - P. Backup of all Student Data at least once every twenty-four (24) hours.
 - Q. Perform content snapshots at least daily and retain for at least ninety (90) days.
9. **Additional Obligations Regarding Treatment of Student Data.** In addition to the above stated obligations for the treatment and handling of Confidential Information, Vendor shall abide by the

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following obligations when handling, receiving, storing, transmitting or otherwise accessing Student Data, if permitted by the Board:

- 9.1. Student Data Use. Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Products, Services, and technology, for any purpose, including but not limited to amassing a profile about a CPS student or otherwise identify a CPS student except in furtherance of specific Services as set forth in this Agreement. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Products and Services under this Agreement, if applicable.
- 9.2. Student Data Collection. Vendor shall not collect Student Data except as specifically permitted in this Agreement.
- 9.3. Marketing and Advertising. Vendor shall not advertise or market to schools, students or their parents/guardians when the advertising is based upon any Student Data that Vendor has acquired because of the use of that Vendor's site, Products, Services, or this Agreement.
- 9.4. Student Data Mining. Vendor is prohibited from mining Student Data for any purpose. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is prohibited.
- 9.5. Student Data Transfer or Destruction. Vendor will ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Vendor have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose, if applicable.
- 9.6. Rights in and to Student Data. All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services and delivery of Products under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property. Vendor does **not** have the right to sell or trade Student Data.
- 9.7. Sale of Student Data. Vendor is prohibited from selling, trading, or otherwise transferring Student Data.
- 9.8. Access. Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access will be logged.

10. Compliance with the SOPPA and FERPA.

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

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- 10.2. Operator Status. The parties acknowledge that Vendor qualifies and is acting hereunder as an “**Operator**” as defined in SOPPA.
- 10.3. School Official Status. Vendor acknowledges that it is: (i) acting as a “school official” with a legitimate educational interest as defined by FERPA; (ii) is performing an institutional service or function, under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of Covered Information; (iii) shall use and maintain the Covered Information only for a purpose authorized by the Board in accordance with the Board's instructions; and (iv) shall not disclose such information to third parties or affiliates except as authorized under this Agreement or with permission from the Board or pursuant to court order.
- 10.4. Compliance Obligations. Vendor shall comply with all requirements set forth in SOPPA, FERPA, the Board’s SOPPA policy and guidelines, and any other higher standard set forth herein as to Operators, as defined in SOPPA, including but not limited to providing all required listings, statements, descriptions, and notifications and developing processes, including for breaches. Specifically, Vendor agrees to comply with the following requirements:
- A. Security. Implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Covered Information from unauthorized access, destruction, use, modification, or disclosure including those set forth in the Agreement.
 - B. Breach. If a “**Breach**”, as defined in SOPPA, is attributed to Vendor, its officials, agents, employees, and/or Subcontractors and Subprocessors, as defined below, Vendor shall: (i) be liable for any costs and expenses incurred by the Board in investigating and remediating the Breach, including, but not limited to those costs and expenses identified in 105 ILCS 85/15(4)(D)(i)-(iv); (ii) no later than twenty-four (24) hours after the determination that a Breach has occurred, Vendor must do the following:
 - i. Send notice to the CPS SOPPA Representative at privacyoffice@cps.edu within twenty-four (24) hours of such determination
 - ii. Such notice shall provide the following information:
 - a. any statement Vendor intends to make to third parties regarding the Breach, which Vendor shall not issue publicly or otherwise disseminate without the prior express written consent of the Board’s Chief Communications Officer or his/her designee;
 - b. the number of CPS students impacted by the Breach, as well as the date, estimated date, or estimated date range of the Breach;
 - c. the name, title, and contact information of the Vendor representative managing the Breach;
 - d. a description of the Covered Information that was compromised or reasonably believed to have been compromised in the Breach;
 - e. information that the parent may use to contact the Vendor to inquire about the Breach, which must include but shall not be limited to the toll-free numbers, addresses, and websites for consumer reporting agencies, the toll-free number, address, and website for the Federal Trade Commission; and
 - f. a statement that the parent may obtain information from the Federal Trade Commission and consumer reporting agencies about fraud alerts and security freezes.
 - C. Data Deletion. In addition to obligations set forth in the Parent Access subsection of the Additional Obligations Section below as to inspection and review and correction of factual inaccuracies, Vendor agrees to comply with requests for data deletion as follows:

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- i. Requests for deletion should be accepted by the Vendor only as received

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- from the CPS SOPPA Representative.
- ii. Vendor shall appoint a data request manager to receive and process requests to delete Covered Information as further described below.
 - iii. Upon receipt of a request to delete a student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall delete the student's Covered Information within seven (7) calendar days of receiving such request, unless a student or his or her parent consents to the maintenance of the Covered Information.
 - iv. Vendor shall cooperate with requests for confirmation, redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
 - v. Vendor must delete or transfer to the Board, at the direction of the CPS SOPPA Representative, all Covered Information if the information is no longer needed for the purposes of the Agreement, at the end of each academic year within the Term, or within ten (10) calendar days of the later of either (i) Vendor's completion of any required reports as part of the Services pursuant to the Scope of Services, or (ii) the termination or expiration of this Agreement. Vendor will provide the Board confirmation of deletion upon request.

D. Publication.

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

E. Vendor Prohibitions. Vendors are prohibited from:

- i. Engaging in any advertising to schools, students or their parents/legal guardians as set forth in the Confidentiality Section of this Agreement, including but not limited to any Targeted Advertising on the Vendor's site, service, or application or Targeted Advertising on any other site, service, or application if the targeting of the advertising is based on any

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- information, including Covered Information and persistent unique identifiers, that the Vendor has acquired pursuant to this Agreement.
- ii. Collecting Covered Information from district staff or outside of the permissions granted under this Agreement.
 - iii. Using information including persistent unique identifiers, created or gathered by the Vendor's site, service, or application to amass a profile about a student.
 - iv. Selling, renting, leasing, or trading a student's information, including Covered Information, as additionally stated in the Sale of Student Data Section of this Agreement.
 - v. Disclosing Covered Information, except for circumstances allowable under SOPPA with the express written permission of the CPS SOPPA Representative, and pursuant to this Agreement.
- F. Additional Obligations:
- i. Subprocessors. Vendor shall enter into written agreements with all Subprocessors performing functions for the Vendor in order for the Vendor to provide the Services pursuant to the Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. For the purposes of this Agreement, "Subprocessors" shall be defined as (sometimes referred to as the "**Subcontractor**") means a party other than the Board or Vendor, who provides uses for data collection, analytics, storage, hosting services, maintain or other service to operate and/or improve its service, and who has access to Student Data.
 - ii. Limitations on Subcontractors. Vendor is prohibited from using a platform other than its own and herein approved to provide the Services. No Services provided hereunder shall be delivered using the platform, software, website, or online or mobile application operated by an entity other than Vendor that would otherwise be an "Operator" itself.
 - iii. Parent Access. Vendor shall establish reasonable procedures by which a parent, legal guardian, or eligible student may inspect and review Covered Information, correct factual inaccuracies, and procedures for the transfer of student-generated content to a student's own personal account, consistent with the functionality of services. Vendor can only accept inquiries for such inspection and review or correction of factual inaccuracies from the CPS SOPPA Representative.
 - iv. Requests for Inspection and Review.
 - a. Requests for inspection and review should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - b. Vendor shall appoint a data request manager to receive and process requests to inspect and review Covered Information as further described below.
 - c. Upon receipt of a request to inspect and review the student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall furnish the requested information in a PDF format to privacyoffice@cps.edu within seven (7) calendar days of receiving such request.
 - d. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
 - v. Request for Corrections of Factual Inaccuracies.
 - a. Requests for corrections of factual inaccuracies should be accepted by the Vendor only as received from the

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- CPS SOPPA Representative.
- b. Vendor shall appoint a data request manager to receive and process requests from the Board to correct a factual inaccuracy(ies) contained in a student's Covered Information.
 - c. Upon receipt of a request from the Board to correct a factual inaccuracy(ies) contained in a student's Covered Information, Vendor shall correct the identified factual inaccuracy(ies) within seven (7) calendar days of receiving such request.
 - d. Vendor shall confirm the correction of the factual inaccuracy(ies) to the CPS SOPPA Representative within seven (7) calendar days of making such correction.
 - e. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
11. **Volunteers, Employees, Agents, and Subcontractors.** Vendor agrees to provide its volunteers, employees, agents, and subcontractors only such Confidential Information that is necessary for the delivery of Products and the performance of Services pursuant to this Agreement and to cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.
 12. **Data Security Manager.** Vendor shall provide the Board with the name and contact information for a primary and alternate employee of Vendor who shall serve as the Board's primary security contact and who shall be available to assist the Board within regular business hours (5 days a week) in resolving obligations associated with a Confidential Information-related security breach. The designated contact shall respond to any Board inquiries within twenty four (24) hours.
 13. **Injunctive Relief.** In the event of a breach or threatened breach of this Section, Vendor acknowledges and agrees that the Board may suffer irreparable injury not compensable by money damages and may not have an adequate remedy at law. Accordingly, Vendor agrees that the Board may be entitled to injunctive relief to prevent or curtail any such breach. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.
 14. **Survival.** The provisions of this Section shall survive the termination or expiration of this Agreement.

VI. INSURANCE REQUIREMENTS

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

1. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under the Agreement with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
2. Vendor hereby warrants and represents that it is insured or self-insured, and that it has and shall

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maintain during the term of this Agreement and any renewal thereof, adequate coverage for all Services being performed by Vendor employees or its subcontractors under this Agreement. If Vendor is self-insured, coverage under such self-insurance shall be at least as broad as would ordinarily be maintained in the Vendor's commercial insurance policy.

3. **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense. Commercial General Liability Coverage must include and not exclude coverage for sexual abuse and molestation.
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.
5. **Professional Liability / Technology Errors and Omissions.** When any professionals perform Services in connection with the Agreement, Professional Liability Insurance covering acts, errors, or omissions in conjunction with the professional services must be maintained with limits of not less than One Million Dollars (\$1,000,000.00) per claim and One Million (\$1,000,000.00) in the aggregate. Coverage must include contractual liability, Privacy/Network Coverage, and security/privacy. Such coverage must not be excluded. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years following completion of professional services. This coverage may be included in a Cyber Liability And Privacy & Security Insurance policy.
6. **Cyber Liability And Privacy & Security Insurance.** Cyber Liability and Privacy & Security coverage for damages arising from a failure of computer security, or wrongful release of private information, including expenses for notification as required by local, state or federal guidelines, with limits of liability not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. The policy will be a claims-made program with any prior acts exclusion predating both the date of the Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of two (2) years after expiration or termination of the Agreement or Vendor must secure a 2-year extended reporting provision.
7. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance to provide additional limits for underlying Workers' Compensation and Employers' Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance Sexual Abuse & Molestation Insurance (if the latter is required) (and Professional Liability/Medical Errors and Omissions, Professional Liability /Technology Errors and Omissions, and Cyber Liability And Privacy & Security Insurance, if Umbrella/Excess coverage is available for these coverages), with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, and shall cover the Board and its employees, subject to that of the primary coverage.
8. **Additional Insured.** Vendor shall have its Commercial General Liability, Umbrella/Excess Liability, Automobile Liability Insurance and Sexual Abuse and Molestation Insurance policies (if the latter is required) (and its Professional Liability / Medical Errors and Omissions Insurance, Professional Liability /Technology Errors and Omissions, and Cyber Liability And Privacy & Security Insurance, if this endorsement is available for those coverages) endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

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

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

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

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

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

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

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

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

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

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

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Certificate Monitoring Company:
Topiary Communications Inc.
211 W. Wacker Drive, Ste 220
Chicago, IL 60606

Phone: (312) 494-5709

Email: dans@topiarycomm.net

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

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

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

DS
ES

DocuSigned by:
By: Miguel del Valle
Miguel del Valle, President

DocuSigned by:
Attest: Estela G. Beltran
Estela G. Beltran, Secretary

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

Date: November 17, 2022 | 9:01:46 AM CST

Board Report No.: 22-0928-PR7-1

Approved as to legal form: RP ES

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

UNIVERSITY OF CHICAGO

DocuSigned by:
By: Diana Ehrlich, Senior Contract Officer
Diana Ehrlich signing o/b/o
Jennifer Ponting, Associate Vice President
for Research Administration

Date: November 15, 2022 | 2:45:17 PM PST

ATTACHMENTS:

- Exhibit A: Scope of Services
- Exhibit B: Scope of Student Data Collection
- Exhibit C: Pricing Exhibit
- Exhibit D: CPS Acceptable Use Policy

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE**EXHIBIT A**
SCOPE OF SERVICES**(University of Chicago)****Service:** Survey Administration, Reporting, and Analysis (Cultivate)**CPS Project Manager:****Name:** Sara Kempner**Title:** Executive Director, Enterprise Data Strategy**Phone:** 773-553-5465**E-Mail:** sgkempner@cps.edu**Vendor's Project Manager:****Name:** Camille Farrington**Title:** Managing Director and Senior Research Associate**Phone:** 773- 702-9846**E-Mail:** camillef@uchicago.edu

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

I. GENERAL DESCRIPTION OF THE PROJECT

The Cultivate project was born out of research conducted by the University of Chicago Consortium on School Research on student noncognitive factors and classroom conditions. Over 10 years of research revealed that students' perceptions of their environment affect what they believe about themselves and how they approach learning—and this, in turn, impacts their academic performance. Cultivate is a student-based survey that provides teachers with actionable, diagnostic data about the conditions and experiences students perceive in their classrooms that are associated with student mindsets and learning strategies. Cultivate is administered twice annually, in the fall and spring months, in grades 5-12.

II. PURPOSE

Moving into the 2022-2023 school year, CPS has prioritized focus on the Instructional Core. Cultivate will allow the district to collect information on classroom conditions, providing teachers and school staff with a tool that will not only inform them on students' experiences of the classroom environment but also provide supports as they work to improve key areas in their classroom environments known to foster student learning. Recommitting to the instructional core and grounding our staff and leadership around classroom learning conditions are essential to the district.

III. DELIVERABLES AND BUDGET

The University shall work with CPS to deliver the following services and deliverables in a timely manner during the Term of the Agreement:

- **Survey Administration - University will provide access to online survey to all students with appropriate content, administration instructions, response monitoring, follow up, and support.**
 - Annual review of survey content; Spanish translations are covered by the University. CPS agrees to provide translations of any district specific survey content.
 - University and CPS will collaborate on the communications with stakeholders. University will send all instructions, response rate updates, and completion communications.
 - University will provide and support an online system for survey taking and administration

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via Survey Admin Module.

- University will load student information into the survey tool to allow students to log into the survey.
 - University will provide weekly response rates accessible to Central and Network Office select staff, Principals, and Survey Coordinators.
 - University will provide support via UChicago Impact helpdesk to survey coordinators as they manage the on-the-ground administration efforts for students.
- **Scoring and Analysis - University will compute scores for each school on all Cultivate measures. university will also create comparisons between Fall and Spring administrations annually.**
 - University will clean Student data and analyze responses, including reconciling all provisional log-ins.
 - University will score Students on all measures that are part of the Cultivate survey.
 - University will create scores at the aggregate level for each school as well as within-school disaggregation based on four core subjects (English, Math, Science, and Social Studies) and each participating grade level.
 - University will create change scores for each school between the fall and spring administrations annually.
 - In addition, University will explore the possibility of additional single-factor student subgroup disaggregations, including Race, IEP, English Language Learner ("ELL"), and Free and Reduced Lunch Status, while preserving individual student anonymity, requiring at least 10 individuals per subgroup.
- **Reporting - University will annually deliver individual web-based reports for each school. reports will be hosted on the University's reporting website.**
 - University will, through the use of the UChicago Impact Reporting website software, create web-based reports for each school for both the fall and spring survey administration.
 - After approval from CPS, reports will be available to school staff, network staff, and district staff, through UChicago Impact's Reporting website until the next year of survey reports are posted. The specific dates of report release will be mutually agreed upon by University and CPS but will be no earlier than 6 weeks after the close of survey administration.
 - University will coordinate the report release, including sending customized batches of report invitations to principals, chiefs, deputies, CMO leaders, etc. University will collaborate with CPS as necessary for any external notification to stakeholders of report availability.
 - Data in the reports will not be available for any school with fewer than 10 valid student respondents or a response rate of less than 50%; in addition, measures that have fewer than 10 valid students responding will not be displayed.
 - Within-school disaggregations will not be made unless each subgroup contains at least 10 responses. The subgroups that will be included are Grade and Subject.
- **Standard Implementation Support – University will host standard support sessions to help orient participating schools to Cultivate research, framework, and administration processes.**
 - University will provide implementation support for participating school's leadership. Participants will develop understanding of the history, research, and mechanics of the Cultivate, including information to support a successful survey administration and promote high levels of participation.
 - University will provide eight (8) sessions in year one, six (6) sessions in year two, and four (4) sessions in year three.
- **Survey Data Delivery – University will deliver individual-level student data and school-level student data to CPS, along with enhanced data quality reports.**
 - University will provide the CPS Data Analytics Manager a cleaned individual-level Student data extract that includes scoring on all measures and any additional constructs as soon as analyses are completed.
 - University will also provide CPS with aggregated results by school.
- **Cultivate Professional Learning – University will deliver a series of professional learning sessions focused on supporting Central Office and Network personnel, ILTs, the ISC, and school principals using multiple delivery formats. Sessions will focus on supporting CPS personnel in:**
 - Understanding the "why" of Cultivate by exploring the research and framework.
 - Examining the importance of collecting student feedback about classroom experience,

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reviewing Cultivate research, and building communities of practice focused on improving learning conditions.

- Establishing conditions for success, utilizing the Cultivate Reports for action planning, and supporting leaders to engage teacher teams in data utilization.
- Implementing progress monitoring plans and responsive action planning.
- Engaging in strategic teaching practices to improve student experiences.

IV. CPS DATA REQUIRED

CPS will provide University with an extract of participating schools and Students enrolled (active) before administration of the Cultivate Survey for use in populating the online survey system. CPS will include the student identification number, student name, birth date, grade level, and school of attendance in this data file. For the purpose of exploratory analysis and reporting described in the Deliverables and Budget Section above, CPS will also include the following fields in that file: student race/ethnicity, student gender, student address and zip code, free/reduced lunch status, special education status and ELL status. For the purpose of communications regarding survey administration and response rates, CPS will provide email addresses of principals and Network Chiefs. University will reach out to CMOs and charter schools where this information is unavailable.

University understands and agrees that the datasets listed above are only to be used for the purposes explicitly defined in this Scope of Services in accordance with the terms of the Agreement. Any use of the dataset for a purpose not specifically defined in this Scope of Services shall be considered a material breach of the Agreement. University agrees that it will not report data where there are fewer than 10 students in any cell.

V. KEY PERFORMANCE INDICATORS

- Successful and efficient rostering and administering of survey to students in 5th-12th grades such that students are able to log in on the first day of the survey window.
- School interactive online reports are available to schools for the duration of the license after scoring is completed.
- District data files of student and school scores will be provided to the District within one week of being scored.

VI. PAYMENT SCHEDULE

CPS will provide payments to University after receipt of invoice from University. University will provide an invoice to CPS: 1) within 30 days after the close of the fall survey administration and 2) within 30 days after the close of the spring survey administration. University will provide a separate invoice including all the professional learning sessions provided within 30 days of service delivery.

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EXHIBIT B

APPROVED SCOPE OF STUDENT DATA

(Attached)

EXHIBIT B: Approved Scope of Student Data Collected And Integrations

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

The purpose of this Exhibit is disclosure of student data collected, used, and shared by Vendor in the process of providing services to CPS, and is required by The Student Online Personal Protection Act ("SOPPA") and The Family Educational Rights and Privacy Act ("FERPA").

Company Name *

UChicago Impact

Primary Contact: Name and Email *

Elliot Ransom; eransom@uchicago.edu

Part I: Student Data Required

STUDENT DATA COLLECTED (FROM CPS OR DIRECTLY FROM STUDENTS): VENDORS IDENTIFY WHICH POINTS OF STUDENT DATA WILL BE USED TO PROVIDE THE SERVICES PURSUANT TO THIS AGREEMENT. PLEASE FOLLOW THE PROMPTS BELOW, AND PROVIDE THE APPROPRIATE RESPONSE AS REQUIRED.

PLEASE CHECK ALL THAT APPLY, AND PROVIDE ANY ADDITIONAL RESPONSES UNDER *
"OTHER" AS THIS IS NOT AN EXHAUSTIVE LIST. PLEASE NOTE THAT COMPLETION OF
THIS SECTION IS REQUIRED.

- First Name
- Last Name
- Email Address
- Grade Level
- Classroom
- Teacher
- School
- Language We are not collecting this from the District. I selected it because upon taking the survey, students must indicate if they are taking it in English or Spanish. Other than that, we are not collecting or storing language information, so this can be disregarded.
- Age
- Student ID (App Generated)
- Student ID (CPS Student ID)
- Gender
- Race/Ethnicity
- Username (other than email)
- Password (other than SSO password)
- Student Grades
- Student Test Scores
- Survey Responses (non PII only) *Cannot be used for Marketing Purposes/SOPPA Prohibited*
- IP Address The IP Address is from the machine used at the school and is collected by the site for all users, per the Privacy Policy.
- Student Generated Content
- Other: Date of birth, English learner status, FRL status, Diverse Learner status
Student address and zip code

Please describe how the Part-1 Data Elements will be inputted (integrations or manually) into the proposed platform. Please check all that apply. Completion of this section is REQUIRED. *

- Clever
- OneRoster (IMS Global)
- Secure File Transfer
- Manually Inputted (not Preferred) by Staff
- Manually Inputted by Students
- Other: _____

Student Data Usage: Please describe specifically how EACH aforementioned Student Data Element collected will be used by the Vendor under the CPS Agreement (PLEASE CHECK ALL THAT APPLY AND PROVIDE ANY ADDITIONAL RESPONSES UNDER "OTHER" AS THIS IS NOT AN EXHAUSTIVE LIST. COMPLETION OF THIS SECTION IS REQUIRED):

First Name will be used for :

- Rostering and Tracking
- Reporting
- Other: _____

Last Name will be used for:

Rostering and Tracking

Reporting

Other: _____

Email Address will be used for:

Authentication and Unique Identifier

Email notifications (i.e. assignments, grades, updates from the teacher, etc.)

Rostering

Other: _____

Grade Level will be used for:

Delivery of grade level specific content

Matching students with their proper curriculum in order to facilitate use of the platform

Rostering

Reporting for CPS teachers and staff

Other: _____

Username (Other Than Email) will be used for:

- Logging on to the platform
- Identification of student on the platform
- Other: _____

Password (Other than Google SSO) will be used for:

- Logging on to the platform
- Other: _____

Student Grades will be used for

- Benchmarking student progress from beginning to end of the program
- Matching the student with prospective colleges and/or scholarship opportunities
- Other: _____

Student Test Scores will be used for

- Benchmarking student progress from beginning to end of the program
- Matching the student with prospective colleges and/or scholarship opportunities
- Other: _____

Other will be used for:

logging in / controlling access to the survey; matching student responses to appropriate school; reporting

Classroom information will be used for:

- Matching Students with their proper curriculum in order to facilitate use of the platform
- Rostering
- Reporting for CPS teachers and staff
- Other: _____

Teacher information will be used for:

- Matching Students with their proper curriculum in order to facilitate use of the platform
- Rostering
- Reporting for CPS teachers and staff
- Other: _____

School information will be used for:

- Matching Students with their proper curriculum in order to facilitate use of the platform
- Rostering
- Reporting for CPS teachers and staff
- Other: _____

Language data will be used

To facilitate use of the platform in Student's primary language

For reporting for CPS teachers and staff

Other: _____

Student Age will be used

For Rostering

For Reporting for CPS teachers and staff

To ensure that only age appropriate content is presented to the Student

To match the Student with prospective colleges and/or scholarship opportunities

To be used to tailor effective counseling for Social Emotional Learning

Other: _____

Student ID will be used for:

Rostering

Reporting for CPS teachers and staff

Other: _____

Race / Ethnicity information will be used:

- To tailor effective counseling for Social Emotional Learning
- To match the Student with prospective colleges and/or scholarship opportunities
- To ensure an equal and bias free experience (i.e. in relation to assessment questions)
- For Reporting for CPS teachers and staff
- Other: _____

Gender will be used:

- To tailor effective counseling for Social Emotional Learning
- To match the Student with prospective colleges and/or scholarship opportunities
- To ensure an equal and bias free experience (i.e. in relation to assessment questions)
- For reporting for CPS teachers and staff
- Other: _____

IP Address will be used for:

- Logging
- Auditing
- Security
- Other: _____

Student generated content will be used for:

- Storing Assessment Responses
- Storing Student Projects
- Storing Grades and Subject Progress
- Other: _____

Student Survey content will be used for:

- Benchmarking Student progress from beginning to end of the program.
- Reporting purposes for questions created by CPS staff or teachers (No PII)
- Other: reporting aggregate information to schools and raw data to CPS centrally

Deliverables

The Vendor will configure their platform so the exchange of student and staff information is automatically integrated using One-Roster, Clever, Google SSO, or via a scheduled Secure File Transfer (sFTP). Vendor must overwrite or disable any unapproved student data elements. The Vendor will use the approved Student Data elements exchanged via automatic integration in order to provide the following Products and/or Services: (PLEASE CHECK ALL THAT APPLY. COMPLETION OF THIS SECTION IS REQUIRED):

Short Description of Application(s), including the name(s) of the application (s) and audience (REQUIRED): *

Students will securely log in to UChicago Impact's Survey Administration Tool using their Student ID and Date of Birth. Once logged in, student's will take the survey entirely in this secure web-based application and officially submit their responses at the end, thereby concluding their interaction with the application.

Application Functionality - The following features will be included in the technical application (please check all that apply, completion of this section is REQUIRED) *

Curriculum / Training

Case Management / Workflow

Email

Chat

Video or Virtual Interaction

Assessment

Scheduling

Survey

Other: _____

Application URL(s) (REQUIRED) *

<https://survey.5-essentials.org/> _____

DATA INTEGRATIONS: Method and frequency of Data Exchange (Clever, One Roster, sFTP, API) (please check all that apply, completion of this section is REQUIRED): *

- Clever
- ClassLink
- One Roster
- SFTP:
- API:
- Google SSO
- Other: _____

The application and data scheme will be included in each instance of the CPS application(s) setup and include the following deliverables (please select all that apply, completion of this section is REQUIRED): *

- Application Setup Per School
- Validation of Functionality
- Configure Data/Rostering and Authentication using the following data element
- Validate Data Movement and Authentication Capabilities
- Validate Reporting for School and Data Returning to CPS
- Train Leadership for Each Instance or CPS site
- Review of Support and Incident management (with ticketing capabilities)
- Approval (by CPS staff) of functioning application
- Other: _____

Disclosure of Covered Information To Third Parties:

Please list all entities to which Vendor discloses Covered Information, and for what purpose it discloses the Covered Information. Please note: A link to a list is not sufficient here. All entities must be listed. PLEASE CHECK ALL THAT APPLY. THIS SECTION IS REQUIRED.

Entity Name (Completion of this section is REQUIRED) *

Clever

One Roster (SAML)

ClassLink

Google SSO

Other: Cactus Group

Covered Information Disclosed (Completion of this section is REQUIRED) *

All data checked off in Section 2

Other:

Purpose for Disclosure (Completion of this section is REQUIRED) *

Application Configuration and Authentication

Rostering and Credentials

Troubleshooting Errors

Other:

Part IV – DIRECT Link to Vendor’s Complete List of Subprocessors and Third-Party Affiliates.

Pursuant to the Covered Information Access Listing Section of the Agreement, Vendor shall maintain a current list of current Subcontractors or Third-Party Affiliates to which Covered Information may, has been, or will be disclosed at the following website. NOTE: A DIRECT LINK TO A LIST IS REQUIRED PER THE AGREEMENT AND CPS POLICY (EVEN IF VENDOR DOES NOT CURRENTLY UTILIZE SUBPROCESSORS OR THIRD PARTIES). CPS IS REQUIRED TO MAINTAIN KNOWLEDGE OF SUBPROCESSORS AND THIRD-PARTY AFFILIATES UTILIZED BY OUR VENDORS UNDER SOPPA. Please Provide Direct URL below (Example - <http://acme/edu/privacy>): *

<https://survey.5-essentials.org/privacy/>

This form was created inside of Chicago Public Schools.

Google Forms

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EXHIBIT C**PRICING EXHIBIT**

The costs associated with these deliverables are outlined below:

Cultivate Survey Administration Costs				
Personnel Costs				
	Type of Personnel	Days of Service	Day Rate	Totals
	Executive Leadership and Management	30	\$455	\$13,650
	Project Management	120	\$300	\$36,000
	Professional: Software Engineer, Developer, Network Administrators	50	\$445	\$22,250
	Professional: Administrative Support	40	\$230	\$9,200
	Total Cost for Personnel			\$81,100
Production Costs				
	Description	Quantity	Rate	Totals
	AWS Server Time: Survey Administration (hours)	1008	\$2.75	\$2,772
	AWS Server Time: Reporting (hours)	8760	\$2.75	\$24,090
	Survey Administration Module Maintenance and Support (hours)	56	\$140	\$7,840
	Reporting Site Maintenance and Support (hours)	25	\$185	\$4,625
	Total Cost for Production			\$39,327
SUBTOTAL				\$120,427
TOTAL FY23 SURVEY ADMINISTRATION COSTS				\$120,427
TOTAL FY24 SURVEY ADMINISTRATION COSTS				\$126,448¹
TOTAL FY25 SURVEY ADMINISTRATION COSTS				\$132,770

CULTIVATE PROFESSIONAL LEARNING SUPPORT				
Component				
	Description	Quantity	Rate	Totals
	Cultivate Research Overview and Orientation	8 ²	\$2,000	\$16,000
	Understanding and using student experience data	10	\$2,000	\$20,000
	Progress monitoring and responsive action planning	10	\$2,000	\$20,000
	After action review	10	\$2,000	\$20,000
	Asynchronous learning support	-	-	\$30,000
	Office hours	20	\$1,000	\$20,000
	Customized deeper learning (Tier 2) support	10	\$2,500	\$25,000
	Project Management	-	-	\$15,000
FY23 Cultivate Professional Learning Support Costs				\$166,000
Cultivate Administration & Professional Learning Support 2023 Total				\$286,427
Cultivate Professional Learning 2024 Total				\$138,448³
Cultivate Professional Support 2025 Total				\$140,770⁴

¹ The price includes a 5% increase each subsequent year to account for increased costs associated with provide the full set of services associated with the Cultivate Survey Administration.

² The final price for standard implementation support will be determined by the actual number of units delivered and mode of delivery.

³ The number of "Cultivate Research Overview and Orientation" sessions decreases to six (6) sessions in FY24.

⁴ The number of "Cultivate Research Overview and Orientation" sessions decreases to four (4) sessions in FY25.

EXHIBIT D

CPS ACCEPTABLE USE POLICY

(Attached)

Chicago Public Schools Policy

EXHIBIT D: Staff Acceptable Use

Section 604.1 Board Report 19-0828-PO3 Date Adopted August 28, 2019

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend Board Report 18-0822-PO2 Staff Acceptable Use Policy.

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

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

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

GUIDING PRINCIPLES:

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

POLICY TEXT:

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

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

III. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Duties.

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

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

C. **User Duties:**

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

V. Ownership and Privacy.

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

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

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

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

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

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

VI. General Provisions.

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

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

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

1. is hateful, harassing, threatening, libelous or defamatory;
2. is offensive or discriminatory to persons based on race, ethnicity, national origin, gender, gender identity, sexual orientation, age, physical or mental illness or disability, marital status, economic status, immigration status, religion, personal appearance or other visible characteristics;
3. constitutes or furthers any criminal offense, or gives rise to civil liability, under any applicable law, including, without limitation, U.S. export control laws or U.S. patent, trademark or copyright laws;
4. constitutes use for, or in support of, any obscene or pornographic purpose including, but not limited to, the transmitting, retrieving or viewing of any profane, obscene, or sexually explicit material;
5. constitutes use for soliciting or distributing information with the intent to incite violence, cause personal harm or bodily injury, or to harass, threaten or stalk another individual;
6. contains a virus, trojan horse, ransomware or other harmful component or malicious code;
7. constitutes junk mail, phishing, spam, or unauthorized broadcast email;
8. violates the security of any other computer or network or constitutes unauthorized access or attempts to circumvent any security measures;
9. obtains access to another User's CPS Network account, files or data, or modifies their files, data or passwords;
10. impersonates any person living or dead, organization, business, or other entity;
11. degrades the performance of, causes a security risk or otherwise threatens the integrity or efficient operation of, the CPS Network or Computer Resources;
12. deprives an authorized User of access to CPS Network or Computer Resources;
13. obtains Computer Resources or CPS Network access beyond those authorized;
14. engages in unauthorized or unlawful entry into a CPS Network system;
15. discloses Board trade secrets, or confidential or proprietary information, including student record information, without authorization or without proper security measures;
16. discloses personally identifiable student information, videos and photographs without authorization or without proper security measures;
17. shares confidential information about students or CPS personnel in a manner that violates state law, federal law, Board rule, policy or guideline;
18. shares CPS email addresses or distribution lists for uses that violate this policy or any other Board policy;
19. enables or constitutes wagering or gambling of any kind;

20. accesses, distributes, downloads or uses games except when an assigned educational or training activity;
21. promotes or participates in any way in unauthorized raffles or fundraisers;
22. promotes or participates in any way in partisan political activities;
23. promotes or participates in any way in internal political or election activities related to a union or other organization representing employees;
24. engages in private business, commercial or other activities for personal financial gain;
25. distributes unauthorized information regarding other User's passwords or security systems;
26. transmits PII without appropriate security safeguards;
27. falsifies, tampers with or makes unauthorized changes, additions or deletions to data located on the CPS Network or school systems;
28. accesses or uses data located on a CPS Network for personal uses;
29. promotes or participates in any activity or relationship with a student that is not related to academics or school-sponsored extracurricular activities, unless authorized in advance in writing by the principal and the student's parent/guardian;
30. installs, downloads or uses unauthorized or unlicensed software or third party system;
31. violates the terms of use specified for a particular Computer Resource or CPS Network system;
32. constitutes use that disrupts the proper and orderly operation of a school or office;
33. engages in hacking (intentionally gaining access by illegal means or without authorization) into the CPS Network to access unauthorized information, or to otherwise circumvent information security systems;
34. engages in inappropriate sexual conduct, including unwelcomed sexual contact, indecent exposure, transmitting sexually suggestive images, or other sexual activities;
35. downloads unauthorized games, programs, files, electronic media, and/or stand-alone applications from the internet that may cause a threat to the CPS Network;
36. violates federal or state law or any Board rules, policies, standards or guidelines regarding the protection of employee or student privacy or the confidentiality of employee or student records; or
37. violates any prohibition noted in this policy or any other Board policy.

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

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

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

G. Network Security. The CPS Wide Area Network (WAN) infrastructure, as well as the building-based Local Area Networks (LANs) are implemented with performance planning and appropriate security measures in mind. Modifications to an individual building network infrastructure and/or use will affect LAN performance and will reduce the efficiency of the WAN. For this reason, any additional Network electronics including, but not limited to, switches, routers, and wireless access points must be

approved, purchased, installed, and configured solely by ITS to ensure the safety and efficiency of the network. Users are prohibited from altering or bypassing security measures on electronic devices, Network equipment, and other software/online security measures without the written consent of the CIO. Anyone utilizing the CPS Network understands and acknowledges that CPS security systems may intercept and decrypt traffic in order to analyze traffic for security risks or content filtering purposes. Devices connected to the CPS Network may be disconnected if any security risk is identified that places the rest of the Users, Network systems, Computer Resources or data at risk. Situations would include but not limited to devices infected with malware, unauthorized network scanning systems and applications that bypass Network security.

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

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

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

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

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

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

VII. Email.

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

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

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

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

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

VIII. Mobile Device Communication.

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

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

1. Pre-Approved Safety Meet-Up Communications. Staff may communicate with students in grades 9-12 via phone, text messaging or instant message when necessitated by an educational or extra-curricular activity including field trips, for purposes of ensuring student safety, and:
 - (a) the parent/guardian and principal both provide prior written permission to the phone text message or instant messaging communications using the CPS form established for such purpose, and

- (b) communications are sent as group texts/messages with the parent/guardian on the text message or instant message and also the Staff's CPS email address as a recipient of the message for proper retention of communications.
2. Approved Bulk Text Notifications and Alerts to Students. Schools may utilize a bulk text notification system that delivers group text notifications and alerts to a student's personal cell phone, provided that:
- the notification system is authorized by the CIO or designee upon information security and records retention compliance review;
 - the parent/guardian provides prior written permission for their child to receive the text notifications/alerts; and
 - the parent/guardian receives the same text notifications/alerts sent to their child when the parent/guardian elects to receive these notifications/alerts.
3. CPS Programs for Re-Engagement of Out-of-School Youth, Chronic Truants, the Student Outreach and Re-Engagement Centers (SOAR), Juvenile Justice (JJ) teams and Students Exiting Juvenile Detention Facilities approved by the Chief Executive Officer (CEO-Approved Re-Engagement Programs). CPS staff members who are responsible for student outreach efforts under a CEO-Approved Re-Engagement Program may communicate with students in grades 4-12 via phone, text messaging or instant messaging or email from a CPS staff member's CPS email account to a student's personal email account provided that the CPS staff member:
- complies with the parent/guardian permission requirements established by the CEO for staff/student text communications under the Program;
 - complies with the group texts/messages requirements established by the CEO to include other staff member(s) or the parent/guardian on the staff/student text communications;
 - complies with any other requirements established by the CEO for such text, instant message and phone communications with a student for Program purposes, and
 - includes the staff member's CPS email address, or other CPS email address, as a recipient on the message identified by the CEO, on all texts or instant messages for proper records retention.
4. CEO-Approved Exceptions. The CEO may authorize exceptions to this policy to permit User/student text or instant message communication where the CEO determines it is in the best interest of the student to authorize User/student electronic communications outside the CPS Network. In such instances, the CEO shall establish the parent consent, group text and other requirements necessary to ensure student safety and proper records retention. A User must (a) receive written authorization from the manager of the CEO-authorized program to engage in text instant message communication with a student, and (b) abide by the terms and conditions established by the CEO for text or instant message communication with students under the authorized program. The User shall include their CPS email address, or other CPS email address identified by the CEO, as a recipient of the message on their text or instant message communication with students to ensure proper records retention.

IX. Social Media / Online Communication.

A. General.

- Communication with Students. Users are prohibited from communicating with current CPS students on Personal Social Media and Non-CPS Social Media except as expressly described herein. Users are permitted to communicate with current CPS students on CPS Social Media as described herein.

2. **Confidential Information.** Posting, sharing or other disclosure of personally identifiable student information (including information that can be traced back to a specific student or could allow a student to be publicly identified), private employee information or other CPS confidential information on Social Media is prohibited, provided, however, that student work, images and accomplishments may be posted on CPS Social Media with prior written parent/guardian consent.

3. **Modeling Civil Online Behavior.** Users serve as role models for students and as such are responsible for the information they post, share or respond to online. Users are responsible for modeling and actively practicing positive digital citizenship. Users are prohibited from using Social Media, in a manner that:

(a) disparages or demeans any student, parent/guardian or family member, User or school community member (e.g., LSC member, community member, alumni); or

(b) is offensive or discriminatory based on race, ethnicity, national origin, gender, gender identity, sexual orientation, age, physical or mental illness, disability, marital status, economic status, immigration status, religion or personal appearance or other visible characteristics.

4. **Disruption.** While Users may comment on matters of public concern, Users should be aware that their online activity has the potential to result in disruption at school and/or the workplace and such disruption can be a violation of this policy, other Board policies or laws and subject a User to discipline. Any User whose online activity is excessively disruptive to, or detracts from, the efficient or effective operations of the Chicago Public Schools, may be subject to discipline. Users who are managers are also subject to discipline if their online activity is critical of CPS, the Board, district leadership, policies, mandates, strategies or directives.

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

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

B. Personal Social Media.

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

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

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

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

C. CPS Social Media.

1. CPS Social Media may be established to notify the school community of important matters, cover school events, recognize employees who are making a difference, recognize student accomplishments and to convey school announcements and messages of interest to the school

community. To create a CPS social media presence, schools and departments should contact the Communications Department at digital@cps.edu for assistance to set up their site or to modify previously established sites to conform with this policy.

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

- (a) Requirements to ensure school-based social media sites are approved by the principal and requirements for district and departmental social media sites to be approved by the requisite officer;
- (b) Standards and requirements for preferred site platforms, site set-up, administrator access, regular monitoring, removal of inappropriate content, use of district logos, content restrictions, privacy controls, follower, friends and re-share standards, trusted source restrictions and standards to identify the site as a CPS site;
- (c) Requirements to ensure that before posting any student image, work or accomplishment, the User must verify that the student has a current signed CPS Media Consent Form on file with the school. Posts must be deleted and reported to the principal if a signed media consent form is not on file with the school;
- (d) Requirements to ensure that Users utilize a CPS Social Media account (not a Personal Social Media account) when commenting or conveying information on behalf of CPS on a non-CPS Social Media Site and only when authorized to do so by the User's supervisor;
- (e) Requirements regarding User communication with parents/guardians using Social Media; and
- (f) Requirements for use of future Social Media platforms and features as developed.

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

- (a) The principal must approve in writing the establishment of a social media site for a class, program, sports team, club or other student group and approval shall be valid only for one school year.
- (b) Approved CPS Social Media shall be used to address reasonable instructional, educational or extra-curricular program goals.
- (c) The site shall be visibly identified as a school/CPS site and shall utilize and maintain appropriate privacy controls.
- (d) The principal or designee shall regularly monitor the site(s) for questionable or inappropriate communications or behavior and shall have account administration rights to remove any posting or disable a page, or any other action necessary to ensure a safe and suitable school and learning environment.
- (e) The principal or designee is responsible for maintaining a current list of all school-based social media accounts that have been approved for their school.

(f) The principal shall ensure that parents/guardians are notified of the school-based Social Media activities their child will be invited to participate in and of the purpose and nature of such access and activities.

(g) The User(s) responsible for the site shall educate students about responsible digital citizenship, which includes appropriate and safe online behavior, interactions with individuals on social media and also cyberbullying awareness and reporting.

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

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

X. Management of Computer Resources.

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

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

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

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

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

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

XII. Drones. Federal and state laws refer to the flying objects commonly known as drones as unmanned aircraft systems (UAS) or unmanned aerial vehicles (UAV). These terms generally mean a

small aircraft that can be flown remotely by an operator on the ground. School-owned drones must be reported on the school's asset registry in accordance with the Asset and Inventory Management Policy along with the drone's the Federal Aviation Administration registration documents.

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

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

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

- A. Suspension or cancellation of use or access privileges;
- B. Payments for damages or repairs;
- C. Discipline under appropriate district discipline rules, policies and guidelines, up to and including termination of employment;
- D. Contract penalties in accordance with the contractor/vendor/consultant's contract with the Board;
- E. Exclusion of an intern, volunteer, or employee of a vendor, consultant or contractor from serving CPS in any capacity;
- F. Exclusion from Board premises; and
- G. Civil or criminal penalties.

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

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

Amends/Rescinds	Amends 18-0822-PO2
Cross References	09-0722-PO3; 04-0428-PO2; 02-0626-PO03; 00-0126-PO1; 97-0326-PO1
Legal References	