

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

## **SOFTWARE AND SERVICES AGREEMENT**

### **(BATELLE FOR KIDS)**

This SOFTWARE AND SERVICES AGREEMENT ("**Agreement**") is effective as of the 31st day of January, 2022 ("**Effective Date**"), and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools with offices located at 42 West Madison Street, Chicago, IL 60602 (the "**Board**" or "**CPS**") and Battelle for Kids with offices located at 4525 Trueman Blvd, Hilliard, OH 43026. ("**Vendor**").

### **RECITALS**

- A. The Board desires that Vendor render certain services more fully described herein; and
- B. Vendor has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience, and other resources necessary to perform such services and is desirous of providing such services for the Board.

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

- 1. **Term:** This Agreement is for a term commencing on February 1, 2022 and continuing through January 31st, 2023 the ("**Term**"), unless terminated sooner as provided herein. The Board shall have one (1) option to renew this Agreement for a period of twelve(12) months.

- 2. **Scope of Services and Delivery of Materials:**

2.1 **Scope of Services:** Vendor agrees to provide the services set forth in Exhibit A ("**Services**"), in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Vendor's fees, shall be documented by a written amendment to this Agreement signed by both parties.

2.2 **Delivery of Materials:** If Vendor is also providing goods, supplies or other materials (collectively, "**Materials**") under this Agreement, then the following provisions shall apply:

- a. **Packaging and Shipment and Risk of Loss:** Vendor shall package and ship all Materials in a commercially reasonable manner. All shipments shall be F.O.B. destination (as indicated on the Board's Purchase Order or some other written notification) with freight and insurance prepaid. The Board may request that shipment be made to any location that the Board designates as a Chicago Public School or a CPS facility. Any and all deliveries made to a Chicago Public School shall occur between the hours of 8:00 a.m. – 2:30 p.m. and Vendor shall advise carrier of this restriction. **It is understood and agreed that the Board shall have no liability for any insurance charges not incorporated in the prices quoted in Exhibit B, and that freight charges shall be limited to those charges listed in Exhibit B.** The Board may adjust the Purchase Order shipping destination any time up to ten (10) business days prior to shipment. The risk of loss and damage to Materials ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all Materials ordered hereunder.

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

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

3. **Compensation and Payment**: The total maximum compensation payable to Vendor under this Agreement during the initial term shall not exceed Ninety Thousand Fifty Eight Dollars (\$90,058), inclusive of all reimbursable expenses, if any (**"Total Maximum Compensation"**). Payments under this Agreement shall not exceed the Total Maximum Compensation amount without a written amendment to this Agreement in accordance with Section 28 (Entire Agreement and Amendment). The Board shall pay Vendor for Services provided and Materials delivered by Vendor in accordance with the provisions of this Agreement. Payments shall be made as specified in the **"Schedule of Compensation"** attached hereto and incorporated herein by reference as Exhibit B. All reimbursable expenses, if any, must be specifically identified in the Scope of Services. Except for reimbursable expenses specified in the Scope of Services, there shall be no additional reimbursement for expenses. All reimbursable expenses shall be in accordance with the maximum rates and subject to the same documentation requirements as set forth in the Board's Policy on Employee Travel and Work-Related Expense Reimbursement adopted on July 26, 2017 (17-0726- PO1) as amended from time to time. Vendor must submit original receipts and proof of payment that is acceptable to the Board for any and all claimed reimbursables at the time of invoicing. Canceled checks, debit, or credit card statement copies are considered as proof of payment. It is understood and agreed that the Board shall have the right to deny payment of any invoiced expense that is not substantiated by a paid receipt or some other proof of payment that is acceptable to the Board.

4. **Purchase Orders; Billing and Payment Procedures; Electronic Payments**

- 4.1. 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 this Agreement.
- 4.2. Billing and Payment Procedures: All invoices must be submitted electronically via email in PDF format to [cpsinvoice@cps.edu](mailto:cpsinvoice@cps.edu). Each email may only contain one invoice and must include your Vendor name and the CPS Purchase Order number. All invoices must include:
- Vendor name and payment address
  - Unique invoice number (determined by Vendor)
  - Valid purchase order number (only one PO number may be referenced on each invoice)
  - Invoice date
  - Itemized description of the services rendered and/or goods delivered
  - Date the services were provided and/or goods were delivered to CPS
  - Detailed pricing information such as quantities, unit prices, discount, and final net amount due

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

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

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

## 7. **License, Implementation, Hosting, and Support**

7.1. **License:** Vendor hereby grants to the Board a non-exclusive, worldwide, nontransferable, annual, royalty-free (except for fees specified in this Agreement) license ("License") to use the Software listed in Exhibit A ("Software") for the prices listed in Section 4 of Exhibit A (the "Budget"). The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software except as expressly provided herein. The Software and any accompanying documentation shall at all times remain the sole and exclusive property of Vendor. 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.

7.2. **Implementation of the Software:** Vendor shall provide installation, configuration, and implementation Services for the Software so that it is accessible through the Board's computer workstations.

7.3. **Licensed Users:** Vendor shall provide a username and password for each licensed user of the Software, if applicable. "Licensed Users" or "Board Users" means those administrators and teachers licensed to access the Software. A Licensed User may continue to use the License throughout the Term, regardless of any transfer to any other school during that Term.

7.4. **Software Maintenance:** During the term of this Agreement, Vendor shall be solely responsible for maintenance of the Software and its accessibility to the

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Board.

7.5. Software Support: Vendor shall provide the maintenance and support Services to the Board as described in this Agreement.

7.6. Controlling Agreement: Neither the Board nor Board Users shall be bound by the terms and conditions contained in any clickwrap agreement, clickwrap license, clickthrough agreement, clickthrough license, end user license agreement or any other agreement or license contained or referenced in the Software or any quote provided by Vendor. Even if a Board user agrees to any agreement or license contained or referenced in the Software or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions null and void and are not binding on the Board. Rather, Vendor acknowledges and agrees that the terms and conditions of this Agreement represent the entire agreement of the parties for the Services. No additional terms or conditions shall apply to the Board unless a written amendment to this Agreement is made and signed by both parties and the Board's General Counsel.

7.7. Hosting of the Software and Board Data: Subject to the terms and conditions of this Agreement, Vendor shall provide the Board with storage space on, and access to, a computer system with the capability of making the Software accessible by the Board through a secure online means set forth by Vendor and approved by the Board's Chief Information Officer ("**CIO**"), and related materials, facilities and services, in order to host the Software and the Board Data (as further described in the exhibits) and to otherwise make the Software and the Board's data accessible on demand by the Board's designated users (collectively, the "Hosting Services"). The Hosting Services shall be included in the term "Services" as that term is defined and used herein.

7.8. Compatibility and Data Flow: Vendor shall ensure that the Hosting Services allows data to flow properly between the Board's computer workstations and Vendor's Software and Services. Vendor must ensure that any other 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 Software and 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. Such coordination shall include:

- (a) Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Software and 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 the Software, Services, data, computing environment, and technology direction used in

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implementing and the Software and services;

(c) Working with the Board's other service providers in the implementation and integration of the Software and 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 Software and Services;

(d) Providing reasonable access to and use of the Software and Services; and

(e) Performing other reasonable necessary tasks in connection with the Software and Services in order to accomplish the foregoing activities described in this section.

In the event of any dispute between the parties as to whether a particular service 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 Software and Services provided by Vendor, such particular service or function shall be considered to be a part of the Software and Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Vendor's Services, as set forth in this Agreement, and it more reasonably would be associated with the scope of Vendor's Services 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 shall be required to enter into a reasonable confidentiality agreement with Board, with terms substantially equivalent to those of this 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 Software or Services due to the Board's lack of an internet connection, unless such lack of an internet connection is caused by Vendor or Vendor's Software or Services, shall be the sole responsibility of the Board.

## **8. Personnel**

**8.1 Adequate Staffing:** The Board has retained the Vendor because of Vendor's expertise and that of its employees, agents, volunteers and subcontractors (collectively referred to as "**Staff**"). For the avoidance of doubt, all volunteers of Vendor shall be considered agents of Vendor. Vendor must assign and maintain during the term of this Agreement and any renewal of it, an adequate staff of competent personnel that is fully equipped, available as needed and assigned to perform the Services. In addition, all members of the Vendor's Staff must hold and maintain throughout the Term and any Renewal Period, valid certificates and/or licenses from the State of Illinois, as applicable, that authorize those individuals to perform the Services. The Vendor agrees to promptly furnish a copy of the license(s) of any and all Staff to the Board on request. Vendor must include among its staff the Key Personnel and positions, if any, as identified below. If the Board determines, in its sole discretion, that any employee, subcontractor, volunteer or other person providing Services hereunder for the Vendor is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct the Vendor to remove that person from performing Services under this Agreement.

**8.2 Key Personnel:** Exhibit C to this Agreement may list individuals of the Vendor 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 their 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

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shall not be unreasonably withheld or delayed.

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

#### 10. **Events of Default and Remedies.**

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

- a. Any material misrepresentation by Vendor in the inducement or the performance of this Agreement.
- b. Where Services include contact with CPS students, any failure to comply with the Background Check Section, in whole or in part.
- c. Breach of any term, condition, representation or warranty made by Vendor in this Agreement.
- d. Failure of the Vendor to perform any of its obligations under this Agreement including, but not limited, to the following:
  - (i) Action or failure to act which negatively affects the safety and/or welfare of students or Board staff;
  - (ii) Failure to perform the Services with sufficient personnel or material to ensure the timely performance of Services;
  - (iii) Failure to timely perform Services;
  - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Chief Purchasing Officer of the Board;
  - (v) Failure to promptly re-perform Services that were rejected by the Board as incomplete or unsatisfactory within a reasonable time and at no cost to the Board;
  - (vi) Discontinuance of the Services for reasons within Vendor's reasonable control; and
  - (vii) Failure to meet MBE/WBE participation commitments.
- e. Default by Vendor under any other agreement Vendor may have or may enter into with the Board.
- f. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law.



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10.2. Remedies. The occurrence of any event of default permits the Chief Procurement Officer, at his or her sole option, to declare Vendor in default. The Chief Procurement Officer may in her/his sole discretion give Vendor an opportunity to cure the default within a certain period of time ("**Cure Period**"), which period of time must not exceed 30 days unless extended by the Chief Procurement Officer. The Chief Procurement Officer shall give Vendor written notice of the default either in the form of a cure notice ("**Cure Notice**") or, if no opportunity to cure shall be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives Default Notice, she/he shall also indicate any present intent she/he may have to terminate this Agreement. It is understood and agreed that any such decision to terminate this Agreement in whole or in part is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision shall not preclude him or her from later deciding to terminate the Agreement in a later notice, which shall be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Vendor fails to effect a cure within the Cure Period given in the applicable Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section, Vendor must discontinue all Services, unless otherwise directed in the notice, and must deliver to the Board all materials prepared or created in the performance of this Agreement, whether completed or in-process. Following the giving of notice hereunder and the expiration of any Cure Period, if no adequate cure is made, the Board may invoke any or all of the following remedies:

- a. Take over and complete the 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 this 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 this Agreement, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board.
- c. Suspend Services during the designated 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 and delivery of Materials is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization.
- d. Seek specific performance, an injunction or any other appropriate equitable remedy.
- e. Receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default.
- f. Money damages.
- g. Withhold all or part of Vendor's compensation under this Agreement that are due or future payments that may become due under this Agreement.
- h. Deem Vendor non-responsible in future contracts to be awarded by the Board, pursuant to the Board's Debarment Policy (08-0602-PO1), as may be amended from time to time.

If the Board considers it to be in its best interest, it may elect not to declare Vendor in default or it may elect not to terminate this Agreement. The parties acknowledge that if the Board

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permits Vendor to continue to provide the Services despite one or more Events of Default, Vendor is not relieved of any responsibilities, duties or obligations under this Agreement, nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

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

If the Board's election to terminate this Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination as described in Section 10 below (Early Termination).

**11. Early Termination.** In addition to termination under Section 8 (Non-appropriation) and 9.2 (Remedies) of this Agreement, the Board may terminate this Agreement in whole or in part, without cause, at any time by a notice in writing from the Board to the Vendor in accordance with the notice provisions of this Agreement. The effective date of termination shall be the date the notice is received by Vendor or the date stated in the notice, whichever is later.

After notice is received, Vendor must restrict its activities, and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Section 4 above (Compensation and Payment) and the Schedule of Compensation.

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

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

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

**13. Confidential Information, Dissemination of Information, Ownership, Survival.**

**13.1 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"). Such Confidential Information may include, but is not limited to: name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, Illinois Standards Achievement Test ("ISAT") scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information, college enrollment records, Free Application for Federal Student Aid ("FAFSA") information, unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Vendor. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal



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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.

Vendor shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Agreement (“**Work Product**”) without the prior written consent of the Board. Vendor shall use at least the same standard of care in the protection of the Confidential Information of the Board 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.

13.2 Dissemination of Information. Vendor shall not disseminate any Confidential Information and/or any Work Product obtained or developed in performance or delivery of Services and/or Materials for the Board to a third party without the prior written consent of 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 and/or Work Product which may be in Vendor’s possession as a result of Services and/or Materials provided under this Agreement, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Vendor shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Vendor under this Agreement.

13.3 Press Releases; Publicity; Board Intellectual Property. Vendor shall not issue publicity news releases, grant press interviews, or use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools, during or after the performance or the delivery of Services, nor may Vendor photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board’s Chief Communications Officer or his/her designee.

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

13.5 Unauthorized Access. If Vendor has knowledge of any unauthorized access and/or use of shared Confidential Information, it shall: (i) notify the Board immediately, which in no event shall be longer than twenty four (24) hours from the Vendor receiving notice of the unauthorized access and use; (ii) take prompt and appropriate action to prevent further unauthorized access or use; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access and use, including the discharge of the Board’s duties under the law; and (iv) take such other actions as the Board may reasonably direct to remedy such unauthorized access and use, 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 Confidential Information including, without limitation, any costs: (1) of providing notices of a data breach to affected persons, and to regulatory bodies; and (2) of remedying and otherwise mitigating any

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potential damage or harm of the data breach, including, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. The Vendor shall include provisions consistent with this Section in any and all agreements they execute with subcontractors providing any Services or Materials under this Agreement.

**13.6 Ownership.** Vendor agrees that, to the extent permitted by law, any and all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* To the extent any Work Product does not qualify as a "work for hire," Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Board. Vendor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of this Agreement within three (3) business days of demand. In addition, Vendor shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

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

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

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

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

**14.2 Compliance with Laws.** Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.

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

**14.4 Authorization.** In the event Vendor is an entity other than a sole proprietorship, Vendor

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represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor.

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

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

14.7 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.

14.8 Background Check. Vendor represents and warrants that it shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor who may provide Services (individually and collectively "Staff") ("Background Check"). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered "contact" for purposes of this Section. Vendor shall not allow any Staff to: (1) provide Services until the Board has completed a DNH Check; or (2) have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

a. Do Not Hire List. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may provide Services hereunder by checking the Board's "Do Not Hire" ("DNH") records ("DNH Check"). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.

b. 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 CPS students through the process established by the Board, including using the Board's contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("Criminal History Records Check"). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:

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

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Youth Registry.

c. Department of Children and Family Services Check. At Vendor's cost and expense, the Board shall have the right to check 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 who may have contact with CPS students ("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 provide Services, shall not access a Board facility and shall not have contact with any CPS student hereunder.

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

i. 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;

ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;

iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;

iv. Not allow: (a) any Staff to provide Services until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have Contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended; and (c) any Staff who has not successfully passed a DCFS Check provide Services under this Agreement;

v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by Board of the Background Check and its update process; and

vi. Immediately remove from providing Services and terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

e. Allocation of Costs and Liquidated Damages. Vendor is obligated to cause the Background Check to be performed for all Staff, and Vendor shall be responsible for the costs of such Background Check. Whether or not Vendor allocates the costs to its subcontractors shall not affect Vendor's obligations in this Section.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set

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

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

**15. Research Activities and Data Requests:** Vendor acknowledges and agrees that it is not authorized to conduct any research activities in the Chicago Public Schools or to use CPS student data for research purposes. In the event Vendor seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010 (10-0728-PO1), as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Officer of the Office of Research, Evaluation and Accountability or his/her designee.

**16. Independent Contractor:** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. As an independent contractor, Vendor agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. To the extent that the Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, the 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, a social security number or federal employer identification number.

**17. Indemnification:** Vendor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Vendor, its officials, agents and employees and subcontractors in the performance of this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. 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 the Vendor's employees under this Agreement, the Vendor shall indemnify the Board for any such liability.

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



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the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

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

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

**19. Favored Nation:** Vendor shall furnish Services to the Board at the lowest price that Vendor charges to other similarly situated parties. If Vendor overcharges, in addition to all other remedies, the Board is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other Agreement between Vendor and the Board, and at the Board's sole option the right to declare Vendor in default under this Agreement.

**20. Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The compensation set in the Schedule of Compensation is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of the Vendor. The Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of the Vendor.

**21. Insurance.** Vendor, at Vendor's own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of the Services. Minimum insurance requirements are:

**21.1 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 Contract with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

**21.2 Commercial General Liability Insurance (Primary and Umbrella).** 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. General liability insurance must include and not exclude coverage for sexual abuse and/or molestation.



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

**21.4 Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

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

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

Risk Management  
Board of Education of the City of Chicago  
42 West Madison St., 2<sup>nd</sup> Floor  
Chicago, Illinois 60602  
riskmanagement@cps.edu

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

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

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Contract. The Vendor shall require any subcontractors under this Contract 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 Insureds. 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 this Contract or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Contract, if any, or any limitation that might be placed on the indemnity in this Contract given as a matter of law.

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

Vendor must register with the insurance certificate monitoring company designated by the

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Board stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The initial annual monitoring fee is currently Twelve 00/100 Dollars (\$12.00) per year, but is subject to change.

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

Certificate Monitoring Company:  
Topiary Communications Inc.  
211 W. Wacker Drive - Suite 220  
Chicago, IL 60606  
Phone - (312) 494-5709  
Email - dans@topiarycomm.net

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

**22. Compliance with the Student Online Personal Protection Act ("SOPPA").**

- A. The parties acknowledge that Student Data hereunder includes student information that is **"Covered Information"** and that Vendor qualifies and is acting hereunder as an **"Operator"**. Defined terms used in this Section will have the same meanings as those given in the Student Online Personal Protection Act (105 ILCS 85/1 *et. seq.*) (**"SOPPA"**) and in the Board's Student Online Personal Protection Act Policy adopted on January 27, 2021 (21-0127-PO3), as may be amended from time to time. Requests regarding Covered Information hereunder shall be made by and received from the Board's authorized SOPPA representative, at [privacyoffice@cps.edu](mailto:privacyoffice@cps.edu) (the **"CPS SOPPA Representative"**).
- B. Vendor, as an Operator, acknowledges that it is: (i) acting as a "school official" with a legitimate educational interest (as used in Family Educational Rights and Privacy Act (FERPA)); (ii) is performing an institutional service or function, under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of Covered Information as the term is defined in SOPPA; (iii) shall use and maintain the Covered Information only for a purpose authorized by the Board in accordance with the Board's instructions; and (iv) shall not re-disclose such information to third parties or affiliates except as authorized under this Agreement or with permission from the Board or pursuant to court order, unless otherwise permitted by SOPPA:
  1. 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.
  2. Breach. If a **"Breach"**, as defined in SOPPA, is attributed to Vendor, its officials, agents employees and Subcontractors and Subprocessors, as defined below, Vendor shall: (i) be liable for any costs and expenses incurred by the Board in investigating and remediating the Breach, including, but not limited to those costs and expenses identified in 105 ILCS 85/15(4)(D)(i)-(iv); (ii) no later than twenty-four (24) hours after the

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determination that a Breach has occurred, Vendor must do the following:

- i. Send notice to the CPS SOPPA Representative at [privacyoffice@cps.edu](mailto: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.

3. Data Deletion.

- i. In addition to obligations set forth in the Parent Access subsection of the Additional Obligations Section below as to inspection and review and correction of factual inaccuracies, Vendor agrees to comply with requests for data deletion as follows:
  - a. Requests for deletion should be accepted by the Vendor only as received from the CPS SOPPA Representative.
  - b. Vendor shall appoint a data request manager to receive and process requests to delete Covered Information as further described below.
  - c. Upon receipt of a request to delete a student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall delete the student's Covered Information within seven (7) calendar days of receiving such request, unless a student or his or her parent consents to the maintenance of the Covered Information.
  - d. Vendor shall cooperate with requests for confirmation, redaction, correction, deletion, clarification, or other modification

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from the CPS SOPPA Representative.

- ii. Vendor must delete or transfer to the Board, at the direction of the CPS SOPPA Representative, all Covered Information if the information is no longer needed for the purposes of the 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.

4. Publication.

- i. Identify, through the attached 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 Exhibit B, which includes material information about Vendor's collection, use, and disclosure of Covered Information.
5. Covered Information Access Listing. Vendor shall provide, in the attached 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 a link to Vendor's website, which must include a direct link to the required list. Vendor must keep this list current at all times through the link identified in Exhibit B.

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

- i. A student's Covered Information shall be collected only for Pre-K through 12 School Purposes and not further processed in a manner that is incompatible with those purposes.
  - ii. A student's Covered Information shall only be adequate, relevant, and limited to what is necessary in relation to the Pre-K through 12 School Purposes for which it is processed.
7. Compliance. Vendor shall comply with all requirements set forth in SOPPA, the Board's SOPPA policy and guidelines, and any other higher standard set forth herein as to Operators, as defined in SOPPA, including but not limited to providing all required listings, statements, descriptions, and notifications and developing processes, including for breaches.

C. Vendor Prohibitions. Vendors are prohibited from:

1. Engaging in any advertising to schools, students or their parents/legal guardians as set forth in the Confidentiality Section of this Agreement, including but not limited to any Targeted Advertising on the Vendor's site, service, or application or Targeted Advertising on any other site, service, or application if the targeting of the advertising is based on any information, including Covered Information and persistent unique identifiers, that the Vendor has acquired pursuant to this Agreement.
2. Collecting Covered Information from district staff or outside of the permissions granted

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under this Agreement.

3. Using information including persistent unique identifiers, created or gathered by the Vendor's site, service, or application to amass a profile about a student.
4. 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.
5. Disclosing Covered Information, except for circumstances allowable under SOPPA with the express written permission of the CPS SOPPA Representative, and pursuant to this Agreement.

D. Additional Obligations:

1. 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.
2. 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.
3. 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.
  - a. Requests for Inspection and Review.
    - i. Requests for inspection and review should be accepted by the Vendor only as received from the CPS SOPPA Representative.
    - ii. Vendor shall appoint a data request manager to receive and process requests to inspect and review Covered Information as further described below.
    - iii. 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](mailto:privacyoffice@cps.edu) within seven (7) calendar days of receiving such request.
    - iv. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
  - b. Request for Corrections of Factual Inaccuracies.
    - i. Requests for corrections of factual inaccuracies should be accepted by the Vendor only as received from the CPS SOPPA Representative.

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- ii. 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.
- iii. 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.
- iv. Vendor shall confirm the correction of the factual inaccuracy(ies) to the CPS SOPPA Representative within seven (7) calendar days of making such correction.
- v. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.

23. **Audit and Document Retention:** Vendor shall furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. Vendor shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Vendor's Services provided under this Agreement. All records referenced above shall be retained for five (5) years after completion of the Services and shall be subject to inspection and audit by the Board, which shall include the right to copy such records. Vendor shall include in all subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board the same right to inspect and audit said records as set forth herein.

24. **M/WBE Program:** Vendor acknowledges that it is familiar with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts and agrees to comply with the provisions of such program.

25. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by confirmed telex or facsimile (followed by the actual document), 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 the City of Chicago  
Office of Student Protections and Title IX  
110 N. Paulina Chicago, IL 60612  
Attn: Chief Title IX Officer

*with a copy to:* Board of Education of the City of Chicago  
One North Dearborn St, Suite 900  
Chicago, IL 60612

If to Consultant: Battelle for Kids  
4525 Trueman Blvd  
Hilliard, OH 43026  
Attn: Stephanie Dannemann  
email: [sdannemann@bfk.org](mailto:sdannemann@bfk.org)  
Phone: (614)488-5437 x161

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



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

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

**28. Non-Discrimination:** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin. Vendor shall remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et. seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et. seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et. seq.*; as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et. seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. §1400 *et. seq.*, as amended; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et. seq.* as amended; the Illinois School Code, 105 ILCS 5/1-1 *et. seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et. seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws.

**29. Minimum Wage:** Vendor must comply with the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014 the minimum wage to be paid pursuant to the Resolution is \$13.00 per hour (the "Minimum Wage"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>; the Board's Resolution may be downloaded from the Chicago Public School's website at: [http://www.cpsboe.org/content/actions/2014\\_12/14-1217-RS2.pdf](http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf). In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control. Vendor must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

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

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made.

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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 or at a Board. Employers that are 501(c)(3) not-for-profits are exempt from the Board's Resolution however, they are subject to City of Chicago Minimum Wage Ordinance. The City's ordinance raises the hourly minimum wage effective as of July 1 each year as follows: \$10.50 in 2016, \$11 in 2017, \$12 in 2018, and \$13 in 2019, indexed annually to the Consumer Price Index (CPI) after 2019.

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

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

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

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

31. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on the Vendor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in Section 23 above, by registered or certified mail addressed to the office actually maintained by the Vendor, or by personal delivery on any officer, director, or managing or general agent of the Vendor. If any action is brought by the Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

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

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

35. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Vendor or has or

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shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

36. **Certification of Eligibility.** Vendor certifies that it, its principals, and its subcontractors providing Services or Materials under this Agreement are not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code, 720 ILCS 5/33E. Vendor further certifies that it, its principals, and its subcontractors providing Services or Materials under this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency and that in performing the Services for the Board it shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1), as may be amended from time to time. For the purposes of this certification, "principals" means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity, and if a joint venture, each joint venture member and the principals of such member.

37. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

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

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

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

DocuSigned by:  
*Miguel del Valle*  
By: \_\_\_\_\_  
672BAF79E1F9427...  
Miguel del Valle, President

DocuSigned by:  
*Estela Beltran*  
Attest: \_\_\_\_\_  
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Estela G. Beltran, Secretary

Date: February 1, 2022

DocuSigned by:  
*Pedro Martinez*  
By: \_\_\_\_\_  
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Pedro Martinez, Chief Executive Officer

Board Report: 22-0126-PR2

Approved as to Legal Form:

DocuSigned by:  
*Joseph Moriarty*  
By: \_\_\_\_\_  
571EC59C33144C5...  
Joseph I. Moriarty  
General Counsel

**BATELLE FOR KIDS**

DocuSigned by:  
*Todd Hellman*  
By: \_\_\_\_\_  
346055AB50C3469...  
Name: Todd Hellman  
Title: VP – CFO

Date: 1/14/2022

**Attachments:**

Exhibit A- Scope of Services  
Exhibit B- Schedule of Compensation  
Exhibit C- Scope of Student Data Collected

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**Exhibit A****Scope of Services****Name of Project:** Battelle for Kids**Board's Project Manager:** Lori Milanowski**Phone:** 773-553-1863**Vendor's Project Manager:** Stephanie Dannemann**Phone:** 614-488-5437 x161**Period of Performance: Start Date:** 02/01/2022**End Dates:** 01/31/2023

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This Scope of Services will be conducted pursuant to the terms and conditions of that Services Agreement ("**Agreement**"), dated February 1, 2022, by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and Battelle for Kids with offices located at 4525 Trueman Blvd, Hilliard, OH 43026 ("**Vendor**"). Capitalized terms used in this Scope of Services and not defined herein will have the same meanings as those ascribed to such terms in the Agreement. If there is a conflict between the terms of this Scope of Services and the terms in the body of the Agreement, the terms in the body of the Agreement shall govern.

**1. SCOPE OF SERVICES:**

Vendor shall provide a district-wide license to use the BFK-Link solution (the "Software") with associated implementation services to ensure the Board is provided with accurate data for students' growth measures. BFK-Link is a web-based linkage solution that allows teachers to confirm which students they taught as well as students for whom they administered REACH Performance Tasks, meanwhile capturing student mobility and instructional attribution.

Vendor will update and utilize previously administered business rules for the linkage process including Active Directory Federated Services (ADFS) sign-on and user authorization, associated training and user support, data troubleshooting and maintenance, linkage data delivery and project summaries. Vendor will implement the teacher-student linkage system district-wide using the BFK-Link solution while providing training and help desk support to principals and teachers before and during the linkage process. Finally, Vendor will extract the verified and linked data and provide a data output file to the Board. Throughout this engagement, Vendor will provide ongoing strategic counsel and project management overseeing the implementation to this process.

**2. DELIVERABLES:**

Vendor will provide the following deliverables:

**Engagement and Project Management**

- Strategic counsel related to business rules, guidelines, and implementation plans, as well as confirmation of goals and scope of participation
- Facilitation of weekly project team meetings via conference call as well as supporting emails
- Maintenance of a detailed project plan and an issue log
- Project summary document

**BFK-Link Software and Data Services**

- Deploy, host and maintain CPS-branded web portal for users to access the BFK-Link solution to approximately 530 schools and 20,000 teachers

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- Request, load and profile roster data in the BFK-Link solution
- Provide access to the BFK-Link for all instructional staff via ADFS sign-on and user authorization
- Resolve data linkage issues
- Extract and deliver data output file with the outcomes of BFK-Link

#### Training and User Support

- Provide consulting services to support rollout
- Live online (webinar) trainings and the webinar recording for central office, network staff, school principals and school support staff on how to use BFK-Link to accurately verify teacher-student linkages and support teachers in this linkage process.
- Recorded online (webinar) training to support teachers in understanding BFK-Link and how to accurately verify the linkages to their students.
- Offsite user support via phone and e-mail
- Development of webinars, online videos and reference materials (FAQ, "Quick Guides", etc.)

### 3. OUTCOMES:

- A. Clear and accurate communication documentation on both the process, interface and outcomes of Roster Verification gives all stakeholders access to purpose and a preemptive "how-to" on providing accurate student-teacher linkage, leading to more accurate data in the growth measures used in educator evaluations.
- B. Greater preparation of the student-teacher linkage data by Vendor and Board staff provides more accurate data to principals and school support staff, allowing for less time and confusion spent cleaning linkage errors or omissions, which then reduces time spent by and increases accuracy of the data from teachers through Roster Verification.
- C. Effective training of all staff supporting Roster Verification increases accuracy and reduces time spent on the process.
- D. Final data output includes teacher-modified rosters that more accurately reflect student-teacher linkage and thus more accurate data that is used for educator evaluations.

### 4. PERFORMANCE MILESTONE/DELIVERABLE SCHEDULE:

Item #	Milestone/Task/Deliverable Description	Delivery/Performance Date(s) 2022
1	<u>Training and User Support (Update Documents)</u> Completed FAQ and "Quick Guide" communication documents detailing the purpose, process, exceptions and special cases involving teacher-student linkage and the roster verification process.	Complete documents by April 1, 2022
2	<u>BFK-Link Software and Data Services (Initial data load)</u> Load, profile and troubleshoot preliminary student-teacher linkage data; identify useful and discard obsolete data from previous years, complete course mapping, identify gaps and duplications within both classroom and Performance Task data.	Complete initial data profiling by April 1, 2022
3	<u>BFK-Link Software and Data Services (Final data load)</u> Load, profile and troubleshoot final student-teacher linkage data. Data updates may be provided closer to the opening date to ensure more accurate provisioning and more complete employee and student data.	Final data should be in place before principals and school support staff begin accessing data. Dates TBD by Board's Project Manager.



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4	<u>Training and User Support (Recording)</u> Execute and record a variety of half-hour and 90 minute webinars for central office, network staff, principals and school support staff in supporting teachers and structuring data accurately for timely completion of Roster Verification. Post webinar to BFK-Link.	Record webinar before teachers begin verifying rosters. Dates TBD by Board's Project Manager.
5	<u>Training and User Support (Webinar Execution)</u> Execute and record a 60-minute online (webinar format) training session for CPS educators completing the Roster Verification process.	Webinar should be completed during school set-up before teachers have edit access to the BFK link. Dates TBD by Board's Project Manager.
6	<u>Training and User Support (Report)</u> Provide a report on Vendor's inbound support services throughout the Roster Verification Process	Provide report within 30 days of the closure of Roster Verification. Date TBD by Board's Project Manager.
7	<u>BFK-Link Software and Data Services (Final output)</u> Provide a detailed output file of verified student-teacher linkage.	Provide output file within 5 business days of the close of the Roster Verification window. Date TBD by Board's Project Manager.
8	<u>Engagement and Project Management (Project Summary)</u> Provide a project summary document at the end of each Roster Verification session	June 30, 2022

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### EXHIBIT B Schedule of Compensation

The maximum compensation payable to Vendor for the Term of this Agreement shall not exceed the amount stated on the Board Report, cited on the signature page of this Agreement, as may be amended ("**Maximum Compensation Amount**"). It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services performed and products provided during the Term of this Agreement, and the Board shall not be obligated to pay for any products, Services or other deliverables not in compliance with this Agreement. No expenses shall be reimbursed under this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided.

The total cost to the Chicago Public Schools (CPS) for this Scope of Work will be \$90,508. Payment will be rendered in five installments by the following calendar dates: February 29, 2022, March 31, 2022, April 30, 2022, May 31, 2022, and June 30, 2022.

**1. BUDGET:**

Category of Deliverable	2022
Engagement and Project Management	\$24,505
BFK-Link Software and Data Services	\$24,200
Training and User Support	\$46,803
Additional Reduction	-\$5,000
<b>Annual Maximum Cost</b>	<b>\$90,508</b>

**2. PAYMENT SCHEDULE:**

Services Provided	Invoice Date	Payment Amount
February 1-29, 2022	February 29, 2022	\$18,101.60
March 1-31, 2022	March 31, 2022	\$18,101.60
April 1-30, 2022	April 30, 2022	\$18,101.60
May 1-31, 2022	May 31, 2022	\$18,101.60
June 1-30, 2022	June 30, 2022*	\$18,101.60

\*Last payment on June 30 is contingent on all deliverables being met for applicable year.

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### Exhibit C: Scope of Student Data Collected

This Scope of Student Data Collected ("**Scope**") will be conducted pursuant to the terms and conditions of the Original Agreement and SOPPA Amendment ("**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 Battelle for Kids (the "**Vendor**"). Defined terms used in this Scope will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Scope and the Agreement, the Agreement shall govern and control.

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

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

<b>Student Data Required:</b> Vendor requires the following Student Data elements necessary to provide the Products and/or Services under this Agreement:	<b>Student Data Usage:</b> Please describe how each aforementioned Student Data element will be used by the Vendor under this Agreement:	<b>Approved for Product:</b> The Student Data elements will apply to the following Products:
First Name, Last Name, Grade, Classroom, Teacher, School	For teachers to verify student rosters throughout the year for the purposes of accurate REACH data.	<b>BFK•Link</b>
Birthdate (Age)	This information is shared, however the system can perform without it.	<b>BFK•Link</b>

If Vendor requires additional points of Student Data to provide the Services pursuant to this Agreement that are not included in Category I, identify those points below, follow the prompts, and provide the appropriate response as required. Additional points of Student Data must be approved by the Board and parent notice or consent will be required for the use of such additional Covered Information.

<b>Student Data Required:</b> Vendor requires the following Student Data elements necessary to provide the Products and/or Services under this Agreement:	<b>Student Data Usage:</b> Please describe how each aforementioned Student Data element will be used by the Vendor under this Agreement:	<b>Approved for Product:</b> The Student Data elements will apply to the following Products:
Student ID	For teachers to verify student rosters throughout the year for the purposes of accurate REACH data	<b>BFK•Link</b>
Summative score, points achieved	For teachers to verify student rosters throughout the year for the purposes of accurate REACH data	<b>BFK•Link</b>

[EXHIBIT CONTINUED ON NEXT PAGE]

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

<u>Data Collected</u>	<u>Reasons for Collection</u>	<u>Where that Data is Stored</u>
Students do not use the system. No Data is collected from Students		

Part III - Deliverables: The Vendor will use the aforementioned Student Data in order to provide the following Products and/or Services:

<b>Deliverables</b>  <b>BFK-Link</b>	<p><b>Data Scheme for the platform:</b> All information is provided in the Roster Verification Data Management Plan specific to Chicago Public Schools.</p> <p><b>Method and frequency of Data Exchange (Clever, One Roster, sFTP, API):</b> Method: secure FTP, Frequency: two times</p> <p><b>Any additional Products and/or Services:</b> none</p>
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Part IV - Disclosure of Covered Information: Please list all entities to which Operator discloses Covered Information, and for what purpose it discloses the Covered Information.

<b>Disclosure</b> <b>NONE</b>	<b>Entity Name</b>	<b>Covered</b> <b>Disclosed</b>	<b>Information</b>	<b>Purpose for Disclosure</b>

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

[https://battelleforkidsonline.sharepoint.com/:f:/s/ExternalProjects/Erj1aSuOR35OkP8RXVON718Bq5WPgYATX\\_3HHvCUD8kRwg?e=ucHSxe](https://battelleforkidsonline.sharepoint.com/:f:/s/ExternalProjects/Erj1aSuOR35OkP8RXVON718Bq5WPgYATX_3HHvCUD8kRwg?e=ucHSxe)