



PURCHASE ORDER

Page: 1 of 1

FOR DELIVERY TO:

Chief Equity Office (10465)
42 West Madison Street
Chicago, IL 60602

Purchase Order Number: **4315660 0**
Creation Date: 16-SEP-2024
Revision Date:

Requestor: Scott, Angela
Email: ascott43@cps.edu
PO Questions, Contact Requestor Above

ORDER VENDOR NAME Courageous Conversation LLC
FORM: ADDRESS 248 3rd Street, Suite 634
OAKLAND, CA 94501

CHICAGO PUBLIC SCHOOLS
42 WEST MADISON STREET
CHICAGO, ILLINOIS 60602

45617
VENDOR NO.

FURNISH THE ARTICLES AND/OR SERVICES LISTED ON THE SHEETS ATTACHED IN CONFORMITY WITH THE CONDITIONS SET FORTH ON THE ATTACHED "INSTRUCTIONS TO VENDOR", AND IN ACCORDANCE WITH YOUR BID PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO.

Line	Description	Need By Date	Quantity	UOM	Unit Price	Amount
1	Your #: 11278 2024 National Summit for Courageous Conversation registration fee. 12 Team members attending. Ship To: Use the ship-to address at the top of page 1 10465.115.54505.233011.000000.2025	30-SEP-2024	15,540	Dollar	1.00	15,540.00
						\$ 15,540.00

BILLING INSTRUCTIONS

All invoices submitted for payment need to meet the following requirements:

- Invoices must be submitted to cpsinvoice@cps.edu.
- Invoices must be submitted in PDF Format.
- Invoices must contain a valid CPS-issued Purchase Order Number.
- Invoices must include the invoice date and break out the description of the goods/services rendered.
- The goods/services listed on the invoice must match the goods/services listed on the corresponding Purchase Order.
- Invoices should only be submitted once the goods/services have been rendered. Prepayment is not allowable.
- Invoices must include a unique invoice number (duplicate invoice numbers will fail processing).
- Invoices must be submitted as individual PDF documents. 1 PDF = 1 invoice submission.

To retrieve the status of any invoice /Purchase Orders, please log in to the CPS Supplier Portal at <https://supplier.efs.cps.edu/>.

For questions regarding payments please contact Accounts Payable at (773) 553-2760 or accountspayable@cps.edu.

THIS PURCHASE ORDER SHOULD BE USED TO PURCHASE GOODS AND SERVICES FOR THE FISCAL YEAR (E.G., JULY 1, 2024 THROUGH JUNE 30, 2025) IN WHICH IT WAS ISSUED. THE PO WILL BE CANCELED THREE (3) MONTHS AFTER THE END OF THE CPS FISCAL YEAR IN WHICH IT WAS ISSUED, UNLESS IT IS CAPITAL- OR GRANT-FUNDED. FOR EXAMPLE, A PO ISSUED ON MAY 15, 2024, WOULD BE CANCELED ON SEPTEMBER 30, 2024, AFTER THE FISCAL YEAR ENDS ON JUNE 30, 2024.

ALL DELIVERIES, INVOICES, AND PAYMENTS MUST BE MADE BEFORE THE PURCHASE ORDER IS CANCELED. SEE ATTACHED "INSTRUCTIONS TO VENDOR" FOR CONDITIONS OF PURCHASE.

FOR QUESTIONS ABOUT THIS ORDER, PLEASE CONTACT THE SCHOOL OR DEPARTMENT UNDER "FOR DELIVERY TO."

Instructions to Vendor

- Under no circumstances is the amount of this purchase order to be exceeded without prior written approval of the school or originating unit.
- Our purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
- Address all communications concerning this purchase order to the school or originating unit.
- Unless specifically agreed upon in writing in a contract signed by the authorized representatives of both parties, Purchase Orders should be used to purchase goods and services for the fiscal year (e.g., July 1, 2024 through June 30, 2025) in which they are issued. POs will be canceled three (3) months after the end of the CPS fiscal year in which they are issued, unless they are capital- or grant-funded. For example, a PO issued on May 15, 2024, would be canceled on September 30, 2024, after the fiscal year ends on June 30, 2024. Grant-funded purchase orders have the cancellation date printed in bold letters on the face of the purchase order. All deliveries, invoices, and payments must be made before the purchase order is canceled.
- Steven's Amendment - Activities for the below funds are provided by:

220-Federal Special Education IDEA Programs	336-NCLB Title V Fund	362-Early Childhood Development
324-Miscellaneous Federal, State & Local Grants	353-Title II - Teacher Quality	367-Title I - Comprehensive School Reform
332-NCLB Title I Regular Fund	356-ELL & Bilingual Programs	369-Title I - School Improvement Carl Perkins
334- NCLB Title 1 - Neglected & Delinquent	358-Title IV Safe & Drug Free School	370-ESSER Grant

Terms and Conditions of Purchase

VENDOR ("You") SHALL FURNISH THE PRODUCTS AND/OR SERVICES LISTED ON THE PURCHASE ORDER IN CONFORMITY WITH THESE TERMS AND CONDITIONS OF PURCHASE, AND IN ACCORDANCE WITH YOUR PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO (The "Board", "Board of Education", or "CPS"). IN THE EVENT THAT AN AUTHORIZED REPRESENTATIVE OF THE BOARD HAS EXECUTED AN AGREEMENT WITH YOU WITH THE APPROVAL OF THE BOARD'S GENERAL COUNSEL WHERE REQUIRED, SUCH EXECUTED AGREEMENT SHALL SUPERSEDE AND PREVAIL OVER THESE TERMS AND CONDITIONS.

This order is subject to the following instructions, terms and conditions.

- Validation: You are not authorized to provide any products and services without a valid purchase order. A purchase order is valid only when the purchase order number appears in the space provided.
- Products and Services: Products delivered and/or services performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on this order. No substitution of products or change of any nature shall be made without prior written authorization of the school or originating unit. If you cannot fill this order as specified, please notify the school or originating unit as soon as possible.
- Price Changes: Your prices are as recorded on this order. CPS reserves the right to cancel the order if the prices are increased prior to delivery of products or the completion of services. Therefore, do not fill this order at increased prices without prior written authorization from the school or originating unit. No separate charges, except those clearly recorded on this order, can or will be allowed.
- Taxes: CPS is exempt from the payment of (1) federal excise taxes; (2) transportation taxes; (3) Illinois retailers' occupation taxes; and (4) Illinois use taxes. If it is determined that the prices quoted and recorded on this order or the invoice rendered include any such taxes, the amount of the taxes will be deducted from the total of the invoice. Illinois Department of Revenue tax exemption number E9997-7109-07 is for Chicago Public School use only.
- Warranty, Guarantee, and Laws and Regulations Regarding Products: By accepting this order, in addition to the guarantees and warranties provided by law, you expressly guarantee and warranty as follows:
 - You warrant that all products furnished under the order shall be new and conform to the specifications set forth herein.
 - The products shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship, and design.
 - In the event that you are not the original manufacturer of the products, you shall ensure that any warranties from the manufacturer shall not be voided or otherwise compromised by sale of the products to us.
 - The warranty period shall commence upon CPS's acceptance of the products and not before, and this warranty shall survive acceptance of delivery and payment for the products. You bear the costs of inspecting, testing and/or replacing products rejected.
 - The products delivered do not infringe on any valid patent, trademark, trade name, or copyright, and you will, at your own expense, defend any and all actions or suits charging such infringement and will hold the Board, its agents and employees, harmless in case of any such action or suit.
 - The products delivered are manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and local laws and regulations.
 - Nothing in this order shall exclude or affect the operation of any express or implied warranties otherwise arising in favor of the Board.
 - The products and services, including but not limited to any software, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.
- Shipping: All shipments are to be made "F.O.B. Destination" unless otherwise specified on the purchase order. When articles are sold "F.O.B. Point of Origin" and the Board's purchase order so confirms, you should prepay shipping charges and record prepaid charges on the invoice and attach the original receipted freight bill or express receipt to the invoice. It is understood that title of the merchandise appearing on this order will not pass until the merchandise is received at delivery destination.
- Inspection, Rejection, and Excess Shipment: In addition to other rights provided by law, the Board reserves the right to: (a) inspect products delivered and to return those which do not meet specifications or reasonable standards of quality, (b) reject products shipped contrary to instructions or in containers which do not meet recognized standards, and (c) cancel the order if not filled within the time specified. The Board may return rejected products or may hold the products subject to your order and at your risk and expense and may in either event charge you with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expense(s).
- Delivery to a School Building: When a delivery is made direct to a school building, (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays, and (b) products shall be placed inside the school building with signed receipt by an employee of the Board. It is important that you understand that the Board cannot and will not accept tailgate deliveries at a school entrance.
- Indemnification: You shall indemnify, defend, and hold harmless the Board, its members, employees, agents, officers, and officials from and against any and all liabilities, losses, penalties, damages, and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to any and all claims, liens, damages, obligations, suits, actions, judgments, settlements, or causes of actions of any kind, nature or character ("Claims"), in connection with or arising or alleged to arise out of this order and your acts or omissions in the performance of the obligations and services under this order. The foregoing obligation extends to and is intended to encompass any and all Claims that the products and services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property rights of a third party. The Board retains final approval of any and all settlements or legal strategies which involve the interests of the Board.
- Insurance: You shall procure and maintain insurance for all operations and services provided under this order, including but not limited to those that may be required by the Board's Risk Management Department. You shall have the general 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 coverages and limits furnished do not in any way limit your liabilities and responsibilities under this order or by law. The required insurance is not limited by any limitations placed on the indemnity in this order given as a matter of law.
- Non-Discrimination: You agree that in performing under this order you shall not 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 race, color, religion, sex, gender identity/expression, sexual orientation, age, disability 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 person's race, color, religion, sex, gender identity/expression, sexual orientation, age, disability or national origin. You also agree to submit in writing, an affirmative action plan demonstrating your compliance with equal employment opportunity laws and Chicago Public Schools policy requiring equal employment opportunity to all. You shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, et seq.; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, et seq.; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, et seq.; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 et seq.; the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq.; the Illinois School Code, 105 ILCS 5/1-1 et seq.; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for your employees or your subcontractors' employees.
- Confidential Information. You may have access to or receive certain information that is not generally known to others ("Confidential Information"). You acknowledge that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, business plans, financial data, Student Data (as defined below), educational records, employee data, information relating to health records, and other information of a personal nature. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to you in the course of the performance under this order. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of you; (ii) made available to you by an independent third party having the legal right to make such disclosure; and (iii) information that you can establish and document to have been independently developed

or obtained by you without violating the confidentiality obligations of this order and any other agreements with the Board.

13. **Student Data:** You acknowledge that no student data, as defined herein, will be shared or collected unless AN AUTHORIZED REPRESENTATIVE OF THE BOARD HAS EXECUTED AN AGREEMENT WITH YOU WITH THE APPROVAL OF THE BOARD'S GENERAL COUNSEL. Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, including all information used, created, or generated through the use of any technology including but not limited to any software or applications, that is directly related to a CPS student. For purposes of this order, Student Data shall still be considered Confidential Information; additional requirements regarding Student Data specifically are described below.
14. **Use of Confidential Information:** You shall only use Confidential Information for the sole purpose of providing products and services to the Board pursuant to this order and shall not disclose the Confidential Information except to those of your directors, officers, agents, servants, employees, and contractors who need to know the Confidential Information in order to perform the services set forth in this order. You shall not copy or otherwise reproduce the Confidential Information for any purposes outside the terms of this order without the prior written consent of the Board. You shall use at least the same standard of care in the protection of Confidential Information as you use to protect your own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA").
15. **Handling of Confidential Information:** You shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are at least as safe as the following: (i) When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt; (ii) Encrypt all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). Confidential Information stored in any portable or removable electronic media shall only be mailed in accordance with the provisions of (i) above. Personally Identifiable Confidential Information, including but not limited to Student Data, shall not, under any circumstances, be stored on portable or removable media or devices; (iii) You shall not send with Encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption; (iv) You shall not leave Confidential Information in any medium unsecured and unattended at any time; (v) You shall keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access; (vi) You shall password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive Encrypted. You shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. You shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time; (vii) You shall secure the Confidential Information stored on your systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, you shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information; and (viii) Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Your network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. You shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as locally stored data.
16. **Dissemination of Information:** Other than as specifically allowed in this order, you shall not disseminate to a third party any Confidential Information and/or any Work Product (as defined below) obtained or developed in performance of services or delivery of products without the prior written consent of an authorized representative of the Board. If you are presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information and/or Work Product (as defined below) which may be in your possession as a result of services provided under this order, you 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. You 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.
17. **Injunctive Relief:** In the event of a breach or threatened breach of the obligations regarding Confidential Information, you acknowledge and agree that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, you agree 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.
18. **Unauthorized Access, Use or Disclosure of Confidential Information:** If you become aware of any unauthorized access, use, or disclosure of the Confidential Information, you shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from your receiving notice of the unauthorized access, use, or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use or disclosure, including if required under any federal or state law, providing notification to the affected persons. You shall bear the losses and expenses (including attorneys' fees) associated with a breach of your obligations for the protection and handling of Confidential Information including, without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. You shall include provisions consistent with this Section in contracts with any subcontractors providing any services under this order.
19. **Return and/or Destruction of Confidential Information:** You shall promptly cease using and shall return or destroy all copies of Confidential Information in your possession including copies stored in any computer memory or storage medium upon completion of the services and the delivery of products identified in this order. In the absence of a demand from the Board, you shall return the Confidential Information to the Board within thirty (30) days of the completion of the services. In the event that the Board elects to have you destroy the Confidential Information, you shall provide an affidavit attesting to such destruction. Destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, server, backup tape or other electronic device containing such Confidential Information. Notwithstanding the foregoing, you may retain one archival copy of the Confidential Information in your confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records, but such Confidential Information shall not be used and shall be stored in accordance with the terms of this order.
20. **Additional Obligations Regarding Treatment of Student Data:** In addition to the above stated obligations for the treatment and handling of Confidential Information, you shall abide by the following obligations when handling Student Data:
 - a. **Student Data Use.** You shall not use Student Data, including persistent unique identifiers, data created or gathered by your products, services and technology, to amass a profile about a CPS student or otherwise identify a CPS student. You will use Student Data only for the purpose of fulfilling your duties and delivering services under this order.
 - b. **Student Data Collection.** You will collect only Student Data necessary to fulfill your duties as outlined in this order.
 - c. **Marketing and Advertising.** You shall not advertise or market to students or their parents/legal guardians when the advertising is based upon any Student Data that you acquired because of the use of the products and services or the use of technology as part of the services. Advertising or marketing may be directed to a school or Board only if the student information underlying the marketing and/or advertising is properly de-identified.
 - d. **Student Data Mining.** You are prohibited from mining Student Data for any purposes other than those agreed to by the parties. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
 - e. **Student Data Transfer or Destruction.** You will ensure that all Student Data in your possession and in the possession of any subcontractors, or agents to whom you may have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose.
 - f. **Rights and License in and to Student Data.** All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this order is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the services under this order. Student Data shall remain under the control of the Board. You have a limited, nonexclusive license to the use of Student Data solely for the purpose of performing your obligations as outlined under this order. This order does not give you any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in this order. You do not have the right to sell or trade Student Data.
 - g. **Sale of Student Data.** You are prohibited from selling, trading, or otherwise transferring Student Data to any third parties, except with the express written prior consent of the authorized Board representative and written approval of the Board's General Counsel. This prohibition does not apply if you are purchased, merged, or otherwise acquired by another entity approved by the Board in accordance with the Assignment Section of this order, provided that you or successor entity continues to be subject to the provisions of this order with respect to previously acquired Student Data.
 - h. **Access.** Any Student Data you hold will be made available to the Board upon request. The identity of all persons having access to Student Data through you will be documented and access will be logged.
 - i. **Security Controls.** You will store and process Student Data in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in this order, as may be amended in writing by the authorized representatives of the parties and with the approval of the Board's General Counsel. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be secured in transit using https/TLS 1.0+, or secure FTP services. You are required to specify any Personally Identifiable Information (PII) collected or used. In addition, you must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Such safeguards shall be no less rigorous than accepted industry practices. You shall ensure that the manner in which Student Data is collected, accessed, used, stored, processed, disposed of and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this order. You will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. You will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Student Data security practices. You agree to share your incident response plan upon request.

You shall assure that all data that is transmitted between the Board's access points and your server(s), by you or your recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

- j. **Security Safeguards:** You agree to provide the following additional safeguards, particularly when handling Student Data: (i) include component and system level fault tolerance and redundancy in system design; (ii) encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser; (iii) encrypt Student Data at-rest and in-transit; (iv) authenticate users at login with a 128-bit or higher encryption algorithm; (v) secure transmission of login credentials; (vi) automatic password change routine; (vii) trace user system access via a combination of system logs and Google Analytics; (viii) secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software; (ix) conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised; (x) employ an in-line Intrusion Protection System that inspects incoming data transmissions; (xi) ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks; (xii) prevention of hostile or unauthorized intrusion; (xiii) screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Background Check Section in this order do not have access to Student Data. You shall provide the security measures taken to ensure that said employees do not have access to Student Data; (xiv) backup of all Student Data at least once every twenty-four (24) hours; and (xv) perform content snapshots at least daily and retain for at least ninety (90) days.
- k. **Data Security Manager:** You shall provide the Board with the name and contact information for your primary and alternate employee who shall serve as the Board's primary security contact

and who shall be available to assist the Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Student Data-related security breach. The designated contact shall respond to any Board inquiries within two (2) hours.

21. **Employees, Agents and Subcontractors:** You agree to cause your employees, agents and subcontractors to undertake the same obligations set forth in this order, particularly those regarding the handling of Confidential Information.
22. **Software Prohibition: Compliance with the Student Online Personal Protection Act ("SOPPA"):** You are strictly prohibited from using or providing any digital, software, online or cloud platform, website, or application with the exception of the CPS Google Platform, including, but not limited to any educational technology and other student engagement or learning enrichment and curriculum platforms in connection with the Services You will be offering and providing to CPS under this Agreement.
23. **Ownership:** You agree that, to the extent permitted by law, any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of the order ("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," you irrevocably grant, assign, and transfer to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All Confidential Information, Work Product, and intellectual property developed by, created for, or incorporating information gained from the services performed under this order, shall at all times be and remain the property of the Board. You 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 order within three (3) business days of demand. In addition, you 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 your possession, such items shall be restored or replaced at your expense.
24. **Press Releases; Publicity; Board Intellectual Property:** You shall not issue publicity news releases; grant press interviews; use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools during or after the performance of any services without the prior written consent of authorized representatives of the Board. Furthermore, you shall not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or his/her designee.
25. **Research Activities and Data Requests:** You shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event you seek to conduct research in the Chicago Public Schools or use CPS student data for research, you shall comply with the Board's External Research Study and Data Policy adopted on December 11, 2010 (19-1211-PO3), as may be amended from time to time. You acknowledge and agree that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Education Officer or his/her designee.
26. **Audit and Records Retention:** You shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance with this order. You shall promptly rectify errors and resolve disputes that may be reported as a part of any such audit. You shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the delivery of products; progress, execution and costs of the services and compliance with applicable MBE/WBE requirements. Your failure to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge you for the cost of such audit. You shall maintain all records related to this order. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to this order and your performance of services and delivery of products. All records referenced above shall be retained for at least five (5) years after the termination or expiration of this order and shall be subject to inspection and audit by the Board. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. You shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
27. **Termination:** The Board may terminate this order or suspend performance under it, in whole or in part, without cause at any time, by a notice in writing from the Board to you. The effective date of termination shall be stated in the notice or, if no date is stated, thirty (30) days from the date of the notice. No costs incurred after the effective date of the termination are allowed. Payment for products and services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in this order.
28. **Default; Remedies:** The Board in its sole discretion may declare you in default, in whole or in part, if you, or the Board has reason to believe that you: (a) negatively affect the safety and/or welfare of students or Board staff; (b) misrepresented anything as an inducement of this order; (c) breached any term, condition, or warranty made in this order; (d) failed to perform any obligation or requirements of this order; (e) defaulted under any other agreement with the Board; (f) failed to comply with the Background Check Section of this order; or (g) assigned for the benefit of creditors or consented to the appointment of a trustee or receiver or filed, or had filed against you, any petition or proceeding under any bankruptcy, insolvency, or similar law that is not dismissed within sixty (60) days of the date of filing (each an "Event of Default"). In the Event of Default, the Board may seek any or all of its available remedies at law, by statute, or in equity, including but not limited to: (i) take over the services and hold you liable to the Board for any excess costs incurred in covering these services; (ii) terminate the order, in whole or in part, effective at a time specified by the Board; (iii) suspend services and the delivery of products during a cure period if the Board should allow you to cure the default; (iv) seek specific performance, an injunction, or any other appropriate equitable remedy; (v) money damages; and (vi) deem you non-responsible in future contracts to be awarded by the Board, and/or seek debarment of you pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended. The Board shall not be deemed to have waived or relinquished any of its rights and remedies if the Board fails to seek one or more remedy in the Event of Default.
29. **Use of Board's Network:** If at any time, you have access to the Board's computer network, you warrant that you shall remain in compliance with the Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1), and the Board's Staff Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO2), both as amended. You shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO1), as may be amended.
30. **Freedom of Information Act:** You acknowledge that this order and all documents submitted to the Board related to it are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws.
31. **Background Check:** You 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. You shall not allow any Staff to: (1) provide services until the Board has completed a DNH Check; or (2) have contact with students until you confirm 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 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.
 - b. **Criminal History Records Check:** You shall, at your 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 Youth Registry.
 - c. **Department of Children and Family Services Check:** At your 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"). You 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, you further represent and warrant that you 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 your 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 to provide services if you know that he/she did not successfully pass a DCFS Check; (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:** You are obligated to cause the Background Check to be performed for all Staff, and you shall be responsible for the costs of such Background Check. Whether or not you allocate the costs to its subcontractors shall not affect your obligations under this order.

If you fail to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this order, the Board may exercise additional remedies, including but not limited to (i) immediately terminating this order without any further obligation by the Board of any kind; (ii) seeking liquidated damages; or (iii) taking any other action or remedy available under this order 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 your non-compliance with this Section shall constitute a material breach of this order.

32. **Right of Entry:** You are permitted to enter upon Board property in connection with the performance of services specified in this order. You shall provide advance notice to the principal or, in the event of a non-school location, the CPS facility manager of any such intended entry. Consent to enter a site shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. You will comply and will cause each of your officers, employees, and agents to comply with any and all instructions and requirements for the use of such property.
33. **Chicago's Minimum Wage Requirements:** You must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <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 In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control. You must: (i) pay your employees no less than the Minimum Wage for work performed under the order; and (ii) require any subcontractors, sublicensees, or

subtenants, to pay their employees no less than the Minimum Wage for work performed under the order.

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

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

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of the order 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 you must pay the prevailing wage.

34. General Safety Guidelines When Services Provided at CPS Schools or Other Properties.

- a. You will be solely responsible for safety in performing the services. You will adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of your Safety Manual.
- b. You, both directly and indirectly through its subcontractors, will continuously protect the Board's property and adjacent property from damage, injury, or loss arising in connection with operations under this order. You will make good any such damage, injury, or loss. You are responsible for school site security.
- c. You, both directly and indirectly through your subcontractors and in working with CPS's third party contractors, will take all necessary precautions to ensure the safety of the public and workers in performing the services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the services are being performed.
- d. You will comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. You, and your subcontractors, will cooperate with any other vendors that may be performing work on a site; such compliance will include, but be not limited to, OSHA compliance and safety efforts. Upon the request of the Board, you and your subcontractors will provide the Board with their Exposure Control Plan, Hazardous Materials (HazMat) Communications Plan and other safety related documents and programs.
- e. In an emergency affecting the safety of life or adjoining property, you, without special instructions or authorization from the Board, are permitted to act, at its discretion, to prevent the threatened loss or injury.
- f. You will protect private and public property adjacent to where the services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the services are being performed. If the items are damaged by you or your subcontractors, you will make all necessary repairs to or replacements of them at no cost to the Board.
- g. If, in the opinion of the Board, the performance of the services endangers adjoining property or persons, upon written notice from the Board to you, the services and installations will be stopped and the method of operation changed in a manner acceptable to the Board. You acknowledge and agree that it will be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.
- h. You will maintain a written policy regarding drug and/or alcohol testing of employees and will implement such policy at any time that you, or any of your supervisory personnel, form a reasonable suspicion that such testing may have a positive result. The said policy will also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to insure that all subcontractors performing services maintain and implement similar testing policies, you will require a similar written policy in each subcontract. If the results of any such test are positive, you will, as soon as possible, contact the Board's Risk Management personnel concerning the results. The Board may require the removal, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

35. Installation and the Multi-Project Labor Agreement [When any construction or installation in CPS properties is involved]: To the extent required as part of the services, you acknowledge that the Board has entered into a Multi-Project Labor Agreement ("MPLA") with various trade unions regarding construction projects. A copy of the MPLA along with the signatory unions can be obtained through : http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborAgreement2015_2025.pdf and

http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborSupplementalAgreement2015_2025.pdf. You acknowledge familiarity with the requirements of the MPLA; its applicability to certain services performed by you, including your employees, agents, and subcontractors, and shall comply in all respects.

36. Restrictions:

- a. No Home Visitations: You shall not visit the homes of any CPS students to provide services under this order.
- b. No Student Transport: You shall not transport any CPS student in private vehicles. All transportation must be provided through a Board-approved transportation provider in coordination with the school principal and in compliance with the Board's Student Travel Policy (10-0526-PO1), as amended, and, in each case, such travel must be approved by the parent/guardian of each participating in writing.
- c. Communications with Students: Any direct communications between Staff and any CPS student, whether e-mail, text messaging, telephone, or Internet communications, must be conducted only on networks and devices that you provide. You must assure that nothing you do will cause CPS students to violate the Student Acceptable Use Policy (18-0822-PO2), as may be amended. You agree that CPS shall have the express right to review and receive copies of all such communications upon request.

37. Prohibition of Delegation of Performance: Neither party to the agreement shall delegate the performance of any obligation hereunder to any third person without the prior written consent of the other party hereto.

38. Assignments: Assignments made of any contract right shall cover all amounts payable and not already paid, and shall not be made to more than one party. Assignments shall comply with the requirements set forth herein and are subject to the Board's approval. You shall file a written notice of the assignment together with a true copy of the instrument of assignment with (a) the Chicago Public Schools, Department of Procurement, and (b) the surety or sureties upon the bond or bonds, if any, in connection with such contract.

39. Conflict of Interest: This contract is not legally binding on the Board if entered into 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 during the one-year period following the expiration or other termination of their terms of office.

40. Inspector General: Each party to this order 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.

41. Indebtedness: The Board of Education Indebtedness Policy (96-0726-EX3) adopted July 26, 1995, as amended June 26, 1996 (96-0626-PO3) is hereby incorporated into and made part of this order as if fully set forth herein.

42. Ethics: The Board of Education's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended, is incorporated into and made part of this order as if fully set forth herein.

43. Prohibited Acts: Within the three (3) years prior to the effective date of this order, you or any of your members if a joint venture or a limited liability company, or any of your or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

44. Debarment and Suspension: You certify to the best of your knowledge and belief, after due inquiry, that: (i) you, your principals, and the subcontractors providing services under this order are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A et seq.); (ii) you, your principals, and the subcontractors providing services under this order are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and (iii) you, your principals, and the subcontractors providing services under this order have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency. "Principals" for the purposes of this certification means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

45. Governing Law: This order and any claims or issues arising from or alleged to arise from the products and services provided pursuant to this order shall be governed in accordance with the laws of the State of Illinois. You irrevocably submit to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out of, or relating to, or in any way concerning the execution or performance of this order. You agree that service of process may be made on you, at the option of the Board, by either registered or certified mail addressed to the office identified in the Contractor's Disclosure Form that you provided to the Board or to the office actually maintained by you, or by personal delivery on any of your officers, directors, or managing or general agent. If you bring any action against the Board concerning this order, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

47. Controlling Agreement: You shall not request any CPS students or staff including school principals, administrative staff or other CPS employees to sign any form, memorandum of understanding or any other agreement for the delivery of the services. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by you. Even if a CPS student or staff or other Board user agrees to any agreement or license contained or referenced in the products or services or a quote from you, you acknowledge and agree that those terms and conditions are null and void and are not binding on the Board. You acknowledge and agree that the terms and conditions of this order represent the entire agreement of the parties for the products and services. No additional terms or conditions shall apply to the Board unless made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

48. Entire Agreement: This order constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to the order shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the order are of no force or effect.



PURCHASE ORDER

Page: 1 of 1

FOR DELIVERY TO:

Chief Equity Office (10465)
42 West Madison Street
Chicago, IL 60602

Purchase Order Number: **4316305 0**
Creation Date: 17-SEP-2024
Revision Date:

Requestor: Scott, Angela
Email: ascott43@cps.edu
PO Questions, Contact Requestor Above

ORDER VENDOR NAME: Courageous Conversation LLC
FORM: ADDRESS: 248 3rd Street, Suite 634
OAKLAND, CA 94501

CHICAGO PUBLIC SCHOOLS
42 WEST MADISON STREET
CHICAGO, ILLINOIS 60602

45617
VENDOR NO.

FURNISH THE ARTICLES AND/OR SERVICES LISTED ON THE SHEETS ATTACHED IN CONFORMITY WITH THE CONDITIONS SET FORTH ON THE ATTACHED "INSTRUCTIONS TO VENDOR", AND IN ACCORDANCE WITH YOUR BID PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO.

Line	Description	Need By Date	Quantity	UOM	Unit Price	Amount
1	Your #: INVOICE 11325 Courageous Conversations Summit, Presenters Jennifer Johnson, Kristina Lopez-Lunger Ship To: Use the ship-to address at the top of page 1 10465.115.54505.233011.000000.2025	01-OCT-2024	2,190	Dollar	1.00	2,190.00
						\$ 2,190.00

BILLING INSTRUCTIONS

All invoices submitted for payment need to meet the following requirements:

- Invoices must be submitted to cpsinvoice@cps.edu.
- Invoices must be submitted in PDF Format.
- Invoices must contain a valid CPS-issued Purchase Order Number.
- Invoices must include the invoice date and break out the description of the goods/services rendered.
- The goods/services listed on the invoice must match the goods/services listed on the corresponding Purchase Order.
- Invoices should only be submitted once the goods/services have been rendered. Prepayment is not allowable.
- Invoices must include a unique invoice number (duplicate invoice numbers will fail processing).
- Invoices must be submitted as individual PDF documents. 1 PDF = 1 invoice submission.

To retrieve the status of any invoice /Purchase Orders, please log in to the CPS Supplier Portal at <https://supplier.efs.cps.edu/>.

For questions regarding payments please contact Accounts Payable at (773) 553-2760 or accountspayable@cps.edu.

THIS PURCHASE ORDER SHOULD BE USED TO PURCHASE GOODS AND SERVICES FOR THE FISCAL YEAR (E.G., JULY 1, 2024 THROUGH JUNE 30, 2025) IN WHICH IT WAS ISSUED. THE PO WILL BE CANCELED THREE (3) MONTHS AFTER THE END OF THE CPS FISCAL YEAR IN WHICH IT WAS ISSUED, UNLESS IT IS CAPITAL- OR GRANT-FUNDED. FOR EXAMPLE, A PO ISSUED ON MAY 15, 2024, WOULD BE CANCELED ON SEPTEMBER 30, 2024, AFTER THE FISCAL YEAR ENDS ON JUNE 30, 2024.

ALL DELIVERIES, INVOICES, AND PAYMENTS MUST BE MADE BEFORE THE PURCHASE ORDER IS CANCELED. SEE ATTACHED "INSTRUCTIONS TO VENDOR" FOR CONDITIONS OF PURCHASE.

FOR QUESTIONS ABOUT THIS ORDER, PLEASE CONTACT THE SCHOOL OR DEPARTMENT UNDER "FOR DELIVERY TO."

Instructions to Vendor

- Under no circumstances is the amount of this purchase order to be exceeded without prior written approval of the school or originating unit.
- Our purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
- Address all communications concerning this purchase order to the school or originating unit.
- Unless specifically agreed upon in writing in a contract signed by the authorized representatives of both parties, Purchase Orders should be used to purchase goods and services for the fiscal year (e.g., July 1, 2024 through June 30, 2025) in which they are issued. POs will be canceled three (3) months after the end of the CPS fiscal year in which they are issued, unless they are capital- or grant-funded. For example, a PO issued on May 15, 2024, would be canceled on September 30, 2024, after the fiscal year ends on June 30, 2024. Grant-funded purchase orders have the cancellation date printed in bold letters on the face of the purchase order. All deliveries, invoices, and payments must be made before the purchase order is canceled.
- Steven's Amendment - Activities for the below funds are provided by:

220-Federal Special Education IDEA Programs	336-NCLB Title V Fund	362-Early Childhood Development
324-Miscellaneous Federal, State & Local Grants	353-Title II - Teacher Quality	367-Title I - Comprehensive School Reform
332-NCLB Title I Regular Fund	356-ELL & Bilingual Programs	369-Title I - School Improvement Carl Perkins
334- NCLB Title 1 - Neglected & Delinquent	358-Title IV Safe & Drug Free School	370-ESSER Grant

Terms and Conditions of Purchase

VENDOR ("You") SHALL FURNISH THE PRODUCTS AND/OR SERVICES LISTED ON THE PURCHASE ORDER IN CONFORMITY WITH THESE TERMS AND CONDITIONS OF PURCHASE, AND IN ACCORDANCE WITH YOUR PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO (The "Board", "Board of Education", or "CPS"). IN THE EVENT THAT AN AUTHORIZED REPRESENTATIVE OF THE BOARD HAS EXECUTED AN AGREEMENT WITH YOU WITH THE APPROVAL OF THE BOARD'S GENERAL COUNSEL WHERE REQUIRED, SUCH EXECUTED AGREEMENT SHALL SUPERSEDE AND PREVAIL OVER THESE TERMS AND CONDITIONS.

This order is subject to the following instructions, terms and conditions.

- Validation: You are not authorized to provide any products and services without a valid purchase order. A purchase order is valid only when the purchase order number appears in the space provided.
- Products and Services: Products delivered and/or services performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on this order. No substitution of products or change of any nature shall be made without prior written authorization of the school or originating unit. If you cannot fill this order as specified, please notify the school or originating unit as soon as possible.
- Price Changes: Your prices are as recorded on this order. CPS reserves the right to cancel the order if the prices are increased prior to delivery of products or the completion of services. Therefore, do not fill this order at increased prices without prior written authorization from the school or originating unit. No separate charges, except those clearly recorded on this order, can or will be allowed.
- Taxes: CPS is exempt from the payment of (1) federal excise taxes; (2) transportation taxes; (3) Illinois retailers' occupation taxes; and (4) Illinois use taxes. If it is determined that the prices quoted and recorded on this order or the invoice rendered include any such taxes, the amount of the taxes will be deducted from the total of the invoice. Illinois Department of Revenue tax exemption number E9997-7109-07 is for Chicago Public School use only.
- Warranty, Guarantee, and Laws and Regulations Regarding Products: By accepting this order, in addition to the guarantees and warranties provided by law, you expressly guarantee and warranty as follows:
 - You warrant that all products furnished under the order shall be new and conform to the specifications set forth herein.
 - The products shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship, and design.
 - In the event that you are not the original manufacturer of the products, you shall ensure that any warranties from the manufacturer shall not be voided or otherwise compromised by sale of the products to us.
 - The warranty period shall commence upon CPS's acceptance of the products and not before, and this warranty shall survive acceptance of delivery and payment for the products. You bear the costs of inspecting, testing and/or replacing products rejected.
 - The products delivered do not infringe on any valid patent, trademark, trade name, or copyright, and you will, at your own expense, defend any and all actions or suits charging such infringement and will hold the Board, its agents and employees, harmless in case of any such action or suit.
 - The products delivered are manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and local laws and regulations.
 - Nothing in this order shall exclude or affect the operation of any express or implied warranties otherwise arising in favor of the Board.
 - The products and services, including but not limited to any software, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.
- Shipping: All shipments are to be made "F.O.B. Destination" unless otherwise specified on the purchase order. When articles are sold "F.O.B. Point of Origin" and the Board's purchase order so confirms, you should prepay shipping charges and record prepaid charges on the invoice and attach the original receipted freight bill or express receipt to the invoice. It is understood that title of the merchandise appearing on this order will not pass until the merchandise is received at delivery destination.
- Inspection, Rejection, and Excess Shipment: In addition to other rights provided by law, the Board reserves the right to: (a) inspect products delivered and to return those which do not meet specifications or reasonable standards of quality, (b) reject products shipped contrary to instructions or in containers which do not meet recognized standards, and (c) cancel the order if not filled within the time specified. The Board may return rejected products or may hold the products subject to your order and at your risk and expense and may in either event charge you with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expense(s).
- Delivery to a School Building: When a delivery is made direct to a school building, (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays, and (b) products shall be placed inside the school building with signed receipt by an employee of the Board. It is important that you understand that the Board cannot and will not accept tailgate deliveries at a school entrance.
- Indemnification: You shall indemnify, defend, and hold harmless the Board, its members, employees, agents, officers, and officials from and against any and all liabilities, losses, penalties, damages, and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to any and all claims, liens, damages, obligations, suits, actions, judgments, settlements, or causes of actions of any kind, nature or character ("Claims"), in connection with or arising or alleged to arise out of this order and your acts or omissions in the performance of the obligations and services under this order. The foregoing obligation extends to and is intended to encompass any and all Claims that the products and services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property rights of a third party. The Board retains final approval of any and all settlements or legal strategies which involve the interests of the Board.
- Insurance: You shall procure and maintain insurance for all operations and services provided under this order, including but not limited to those that may be required by the Board's Risk Management Department. You shall have the general 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 coverages and limits furnished do not in any way limit your liabilities and responsibilities under this order or by law. The required insurance is not limited by any limitations placed on the indemnity in this order given as a matter of law.
- Non-Discrimination: You agree that in performing under this order you shall not 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 race, color, religion, sex, gender identity/expression, sexual orientation, age, disability 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 person's race, color, religion, sex, gender identity/expression, sexual orientation, age, disability or national origin. You also agree to submit in writing, an affirmative action plan demonstrating your compliance with equal employment opportunity laws and Chicago Public Schools policy requiring equal employment opportunity to all. You shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, et seq.; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, et seq.; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, et seq.; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 et seq.; the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq.; the Illinois School Code, 105 ILCS 5/1-1 et seq.; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for your employees or your subcontractors' employees.
- Confidential Information. You may have access to or receive certain information that is not generally known to others ("Confidential Information"). You acknowledge that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, business plans, financial data, Student Data (as defined below), educational records, employee data, information relating to health records, and other information of a personal nature. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to you in the course of the performance under this order. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of you; (ii) made available to you by an independent third party having the legal right to make such disclosure; and (iii) information that you can establish and document to have been independently developed

or obtained by you without violating the confidentiality obligations of this order and any other agreements with the Board.

13. **Student Data:** You acknowledge that no student data, as defined herein, will be shared or collected unless AN AUTHORIZED REPRESENTATIVE OF THE BOARD HAS EXECUTED AN AGREEMENT WITH YOU WITH THE APPROVAL OF THE BOARD'S GENERAL COUNSEL. Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, including all information used, created, or generated through the use of any technology including but not limited to any software or applications, that is directly related to a CPS student. For purposes of this order, Student Data shall still be considered Confidential Information; additional requirements regarding Student Data specifically are described below.
14. **Use of Confidential Information:** You shall only use Confidential Information for the sole purpose of providing products and services to the Board pursuant to this order and shall not disclose the Confidential Information except to those of your directors, officers, agents, servants, employees, and contractors who need to know the Confidential Information in order to perform the services set forth in this order. You shall not copy or otherwise reproduce the Confidential Information for any purposes outside the terms of this order without the prior written consent of the Board. You shall use at least the same standard of care in the protection of Confidential Information as you use to protect your own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA").
15. **Handling of Confidential Information:** You shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are at least as safe as the following: (i) When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt; (ii) Encrypt all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). Confidential Information stored in any portable or removable electronic media shall only be mailed in accordance with the provisions of (i) above. Personally Identifiable Confidential Information, including but not limited to Student Data, shall not, under any circumstances, be stored on portable or removable media or devices; (iii) You shall not send with Encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption; (iv) You shall not leave Confidential Information in any medium unsecured and unattended at any time; (v) You shall keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access; (vi) You shall password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive Encrypted. You shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. You shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time; (vii) You shall secure the Confidential Information stored on your systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, you shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information; and (viii) Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Your network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. You shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as locally stored data.
16. **Dissemination of Information:** Other than as specifically allowed in this order, you shall not disseminate to a third party any Confidential Information and/or any Work Product (as defined below) obtained or developed in performance of services or delivery of products without the prior written consent of an authorized representative of the Board. If you are presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information and/or Work Product (as defined below) which may be in your possession as a result of services provided under this order, you 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. You 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.
17. **Injunctive Relief:** In the event of a breach or threatened breach of the obligations regarding Confidential Information, you acknowledge and agree that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, you agree 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.
18. **Unauthorized Access, Use or Disclosure of Confidential Information:** If you become aware of any unauthorized access, use, or disclosure of the Confidential Information, you shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from your receiving notice of the unauthorized access, use, or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use or disclosure, including if required under any federal or state law, providing notification to the affected persons. You shall bear the losses and expenses (including attorneys' fees) associated with a breach of your obligations for the protection and handling of Confidential Information including, without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. You shall include provisions consistent with this Section in contracts with any subcontractors providing any services under this order.
19. **Return and/or Destruction of Confidential Information:** You shall promptly cease using and shall return or destroy all copies of Confidential Information in your possession including copies stored in any computer memory or storage medium upon completion of the services and the delivery of products identified in this order. In the absence of a demand from the Board, you shall return the Confidential Information to the Board within thirty (30) days of the completion of the services. In the event that the Board elects to have you destroy the Confidential Information, you shall provide an affidavit attesting to such destruction. Destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, server, backup tape or other electronic device containing such Confidential Information. Notwithstanding the foregoing, you may retain one archival copy of the Confidential Information in your confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records, but such Confidential Information shall not be used and shall be stored in accordance with the terms of this order.
20. **Additional Obligations Regarding Treatment of Student Data:** In addition to the above stated obligations for the treatment and handling of Confidential Information, you shall abide by the following obligations when handling Student Data:
 - a. **Student Data Use.** You shall not use Student Data, including persistent unique identifiers, data created or gathered by your products, services and technology, to amass a profile about a CPS student or otherwise identify a CPS student. You will use Student Data only for the purpose of fulfilling your duties and delivering services under this order.
 - b. **Student Data Collection.** You will collect only Student Data necessary to fulfill your duties as outlined in this order.
 - c. **Marketing and Advertising.** You shall not advertise or market to students or their parents/legal guardians when the advertising is based upon any Student Data that you acquired because of the use of the products and services or the use of technology as part of the services. Advertising or marketing may be directed to a school or Board only if the student information underlying the marketing and/or advertising is properly de-identified.
 - d. **Student Data Mining.** You are prohibited from mining Student Data for any purposes other than those agreed to by the parties. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
 - e. **Student Data Transfer or Destruction.** You will ensure that all Student Data in your possession and in the possession of any subcontractors, or agents to whom you may have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose.
 - f. **Rights and License in and to Student Data.** All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this order is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the services under this order. Student Data shall remain under the control of the Board. You have a limited, nonexclusive license to the use of Student Data solely for the purpose of performing your obligations as outlined under this order. This order does not give you any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in this order. You do not have the right to sell or trade Student Data.
 - g. **Sale of Student Data.** You are prohibited from selling, trading, or otherwise transferring Student Data to any third parties, except with the express written prior consent of the authorized Board representative and written approval of the Board's General Counsel. This prohibition does not apply if you are purchased, merged, or otherwise acquired by another entity approved by the Board in accordance with the Assignment Section of this order, provided that you or successor entity continues to be subject to the provisions of this order with respect to previously acquired Student Data.
 - h. **Access.** Any Student Data you hold will be made available to the Board upon request. The identity of all persons having access to Student Data through you will be documented and access will be logged.
 - i. **Security Controls.** You will store and process Student Data in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in this order, as may be amended in writing by the authorized representatives of the parties and with the approval of the Board's General Counsel. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be secured in transit using https/TLS 1.0+, or secure FTP services. You are required to specify any Personally Identifiable Information (PII) collected or used. In addition, you must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Such safeguards shall be no less rigorous than accepted industry practices. You shall ensure that the manner in which Student Data is collected, accessed, used, stored, processed, disposed of and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this order. You will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. You will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Student Data security practices. You agree to share your incident response plan upon request.

You shall assure that all data that is transmitted between the Board's access points and your server(s), by you or your recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

- j. **Security Safeguards:** You agree to provide the following additional safeguards, particularly when handling Student Data: (i) include component and system level fault tolerance and redundancy in system design; (ii) encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser; (iii) encrypt Student Data at-rest and in-transit; (iv) authenticate users at login with a 128-bit or higher encryption algorithm; (v) secure transmission of login credentials; (vi) automatic password change routine; (vii) trace user system access via a combination of system logs and Google Analytics; (viii) secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software; (ix) conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised; (x) employ an in-line Intrusion Protection System that inspects incoming data transmissions; (xi) ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks; (xii) prevention of hostile or unauthorized intrusion; (xiii) screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Background Check Section in this order do not have access to Student Data. You shall provide the security measures taken to ensure that said employees do not have access to Student Data; (xiv) backup of all Student Data at least once every twenty-four (24) hours; and (xv) perform content snapshots at least daily and retain for at least ninety (90) days.
- k. **Data Security Manager:** You shall provide the Board with the name and contact information for your primary and alternate employee who shall serve as the Board's primary security contact

and who shall be available to assist the Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Student Data-related security breach. The designated contact shall respond to any Board inquiries within two (2) hours.

21. **Employees, Agents and Subcontractors:** You agree to cause your employees, agents and subcontractors to undertake the same obligations set forth in this order, particularly those regarding the handling of Confidential Information.
22. **Software Prohibition: Compliance with the Student Online Personal Protection Act ("SOPPA"):** You are strictly prohibited from using or providing any digital, software, online or cloud platform, website, or application with the exception of the CPS Google Platform, including, but not limited to any educational technology and other student engagement or learning enrichment and curriculum platforms in connection with the Services You will be offering and providing to CPS under this Agreement.
23. **Ownership:** You agree that, to the extent permitted by law, any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of the order ("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," you irrevocably grant, assign, and transfer to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All Confidential Information, Work Product, and intellectual property developed by, created for, or incorporating information gained from the services performed under this order, shall at all times be and remain the property of the Board. You 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 order within three (3) business days of demand. In addition, you 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 your possession, such items shall be restored or replaced at your expense.
24. **Press Releases; Publicity; Board Intellectual Property:** You shall not issue publicity news releases; grant press interviews; use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools during or after the performance of any services without the prior written consent of authorized representatives of the Board. Furthermore, you shall not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or his/her designee.
25. **Research Activities and Data Requests:** You shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event you seek to conduct research in the Chicago Public Schools or use CPS student data for research, you shall comply with the Board's External Research Study and Data Policy adopted on December 11, 2010 (19-1211-PO3), as may be amended from time to time. You acknowledge and agree that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Education Officer or his/her designee.
26. **Audit and Records Retention:** You shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance with this order. You shall promptly rectify errors and resolve disputes that may be reported as a part of any such audit. You shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the delivery of products; progress, execution and costs of the services and compliance with applicable MBE/WBE requirements. Your failure to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge you for the cost of such audit. You shall maintain all records related to this order. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to this order and your performance of services and delivery of products. All records referenced above shall be retained for at least five (5) years after the termination or expiration of this order and shall be subject to inspection and audit by the Board. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. You shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
27. **Termination:** The Board may terminate this order or suspend performance under it, in whole or in part, without cause at any time, by a notice in writing from the Board to you. The effective date of termination shall be stated in the notice or, if no date is stated, thirty (30) days from the date of the notice. No costs incurred after the effective date of the termination are allowed. Payment for products and services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in this order.
28. **Default; Remedies:** The Board in its sole discretion may declare you in default, in whole or in part, if you, or the Board has reason to believe that you: (a) negatively affect the safety and/or welfare of students or Board staff; (b) misrepresented anything as an inducement of this order; (c) breached any term, condition, or warranty made in this order; (d) failed to perform any obligation or requirements of this order; (e) defaulted under any other agreement with the Board; (f) failed to comply with the Background Check Section of this order; or (g) assigned for the benefit of creditors or consented to the appointment of a trustee or receiver or filed, or had filed against you, any petition or proceeding under any bankruptcy, insolvency, or similar law that is not dismissed within sixty (60) days of the date of filing (each an "Event of Default"). In the Event of Default, the Board may seek any or all of its available remedies at law, by statute, or in equity, including but not limited to: (i) take over the services and hold you liable to the Board for any excess costs incurred in covering these services; (ii) terminate the order, in whole or in part, effective at a time specified by the Board; (iii) suspend services and the delivery of products during a cure period if the Board should allow you to cure the default; (iv) seek specific performance, an injunction, or any other appropriate equitable remedy; (v) money damages; and (vi) deem you non-responsible in future contracts to be awarded by the Board, and/or seek debarment of you pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended. The Board shall not be deemed to have waived or relinquished any of its rights and remedies if the Board fails to seek one or more remedy in the Event of Default.
29. **Use of Board's Network:** If at any time, you have access to the Board's computer network, you warrant that you shall remain in compliance with the Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1), and the Board's Staff Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO2), both as amended. You shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO1), as may be amended.
30. **Freedom of Information Act:** You acknowledge that this order and all documents submitted to the Board related to it are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws.
31. **Background Check:** You 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. You shall not allow any Staff to: (1) provide services until the Board has completed a DNH Check; or (2) have contact with students until you confirm 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 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.
 - b. **Criminal History Records Check:** You shall, at your 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 Youth Registry.
 - c. **Department of Children and Family Services Check:** At your 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"). You 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, you further represent and warrant that you 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 your 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 to provide services if you know that he/she did not successfully pass a DCFS Check; (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:** You are obligated to cause the Background Check to be performed for all Staff, and you shall be responsible for the costs of such Background Check. Whether or not you allocate the costs to its subcontractors shall not affect your obligations under this order.

If you fail to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this order, the Board may exercise additional remedies, including but not limited to (i) immediately terminating this order without any further obligation by the Board of any kind; (ii) seeking liquidated damages; or (iii) taking any other action or remedy available under this order 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 your non-compliance with this Section shall constitute a material breach of this order.

32. **Right of Entry:** You are permitted to enter upon Board property in connection with the performance of services specified in this order. You shall provide advance notice to the principal or, in the event of a non-school location, the CPS facility manager of any such intended entry. Consent to enter a site shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. You will comply and will cause each of your officers, employees, and agents to comply with any and all instructions and requirements for the use of such property.
33. **Chicago's Minimum Wage Requirements:** You must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <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 In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control. You must: (i) pay your employees no less than the Minimum Wage for work performed under the order; and (ii) require any subcontractors, sublicensees, or

subtenants, to pay their employees no less than the Minimum Wage for work performed under the order.

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

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

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of the order 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 you must pay the prevailing wage.

34. General Safety Guidelines When Services Provided at CPS Schools or Other Properties.

- a. You will be solely responsible for safety in performing the services. You will adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of your Safety Manual.
- b. You, both directly and indirectly through its subcontractors, will continuously protect the Board's property and adjacent property from damage, injury, or loss arising in connection with operations under this order. You will make good any such damage, injury, or loss. You are responsible for school site security.
- c. You, both directly and indirectly through your subcontractors and in working with CPS's third party contractors, will take all necessary precautions to ensure the safety of the public and workers in performing the services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the services are being performed.
- d. You will comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. You, and your subcontractors, will cooperate with any other vendors that may be performing work on a site; such compliance will include, but be not limited to, OSHA compliance and safety efforts. Upon the request of the Board, you and your subcontractors will provide the Board with their Exposure Control Plan, Hazardous Materials (HazMat) Communications Plan and other safety related documents and programs.
- e. In an emergency affecting the safety of life or adjoining property, you, without special instructions or authorization from the Board, are permitted to act, at its discretion, to prevent the threatened loss or injury.
- f. You will protect private and public property adjacent to where the services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the services are being performed. If the items are damaged by you or your subcontractors, you will make all necessary repairs to or replacements of them at no cost to the Board.
- g. If, in the opinion of the Board, the performance of the services endangers adjoining property or persons, upon written notice from the Board to you, the services and installations will be stopped and the method of operation changed in a manner acceptable to the Board. You acknowledge and agree that it will be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.
- h. You will maintain a written policy regarding drug and/or alcohol testing of employees and will implement such policy at any time that you, or any of your supervisory personnel, form a reasonable suspicion that such testing may have a positive result. The said policy will also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to insure that all subcontractors performing services maintain and implement similar testing policies, you will require a similar written policy in each subcontract. If the results of any such test are positive, you will, as soon as possible, contact the Board's Risk Management personnel concerning the results. The Board may require the removal, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

35. Installation and the Multi-Project Labor Agreement [When any construction or installation in CPS properties is involved]: To the extent required as part of the services, you acknowledge that the Board has entered into a Multi-Project Labor Agreement ("MPLA") with various trade unions regarding construction projects. A copy of the MPLA along with the signatory unions can be obtained through : http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborAgreement2015_2025.pdf and

http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborSupplementalAgreement2015_2025.pdf. You acknowledge familiarity with the requirements of the MPLA; its applicability to certain services performed by you, including your employees, agents, and subcontractors, and shall comply in all respects.

36. Restrictions:

- a. No Home Visitations: You shall not visit the homes of any CPS students to provide services under this order.
- b. No Student Transport: You shall not transport any CPS student in private vehicles. All transportation must be provided through a Board-approved transportation provider in coordination with the school principal and in compliance with the Board's Student Travel Policy (10-0526-PO1), as amended, and, in each case, such travel must be approved by the parent/guardian of each participating in writing.
- c. Communications with Students: Any direct communications between Staff and any CPS student, whether e-mail, text messaging, telephone, or Internet communications, must be conducted only on networks and devices that you provide. You must assure that nothing you do will cause CPS students to violate the Student Acceptable Use Policy (18-0822-PO2), as may be amended. You agree that CPS shall have the express right to review and receive copies of all such communications upon request.

37. Prohibition of Delegation of Performance: Neither party to the agreement shall delegate the performance of any obligation hereunder to any third person without the prior written consent of the other party hereto.

38. Assignments: Assignments made of any contract right shall cover all amounts payable and not already paid, and shall not be made to more than one party. Assignments shall comply with the requirements set forth herein and are subject to the Board's approval. You shall file a written notice of the assignment together with a true copy of the instrument of assignment with (a) the Chicago Public Schools, Department of Procurement, and (b) the surety or sureties upon the bond or bonds, if any, in connection with such contract.

39. Conflict of Interest: This contract is not legally binding on the Board if entered into 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 during the one-year period following the expiration or other termination of their terms of office.

40. Inspector General: Each party to this order 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.

41. Indebtedness: The Board of Education Indebtedness Policy (96-0726-EX3) adopted July 26, 1995, as amended June 26, 1996 (96-0626-PO3) is hereby incorporated into and made part of this order as if fully set forth herein.

42. Ethics: The Board of Education's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended, is incorporated into and made part of this order as if fully set forth herein.

43. Prohibited Acts: Within the three (3) years prior to the effective date of this order, you or any of your members if a joint venture or a limited liability company, or any of your or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

44. Debarment and Suspension: You certify to the best of your knowledge and belief, after due inquiry, that: (i) you, your principals, and the subcontractors providing services under this order are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A et seq.); (ii) you, your principals, and the subcontractors providing services under this order are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and (iii) you, your principals, and the subcontractors providing services under this order have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency. "Principals" for the purposes of this certification means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

45. Governing Law: This order and any claims or issues arising from or alleged to arise from the products and services provided pursuant to this order shall be governed in accordance with the laws of the State of Illinois. You irrevocably submit to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out of, or relating to, or in any way concerning the execution or performance of this order. You agree that service of process may be made on you, at the option of the Board, by either registered or certified mail addressed to the office identified in the Contractor's Disclosure Form that you provided to the Board or to the office actually maintained by you, or by personal delivery on any of your officers, directors, or managing or general agent. If you bring any action against the Board concerning this order, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

47. Controlling Agreement: You shall not request any CPS students or staff including school principals, administrative staff or other CPS employees to sign any form, memorandum of understanding or any other agreement for the delivery of the services. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by you. Even if a CPS student or staff or other Board user agrees to any agreement or license contained or referenced in the products or services or a quote from you, you acknowledge and agree that those terms and conditions are null and void and are not binding on the Board. You acknowledge and agree that the terms and conditions of this order represent the entire agreement of the parties for the products and services. No additional terms or conditions shall apply to the Board unless made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

48. Entire Agreement: This order constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to the order shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the order are of no force or effect.



PURCHASE ORDER

Page: 1 of 1

FOR DELIVERY TO:

Chief Equity Office (10465)
42 West Madison Street
Chicago, IL 60602

Purchase Order Number: **4315661 1**
Creation Date: 16-SEP-2024
Revision Date: 17-SEP-2024

Requestor: Scott, Angela
Email: ascott43@cps.edu
PO Questions, Contact Requestor Above

ORDER VENDOR NAME Courageous Conversation LLC
FORM: ADDRESS 248 3rd Street, Suite 634
OAKLAND, CA 94501

CHICAGO PUBLIC SCHOOLS
42 WEST MADISON STREET
CHICAGO, ILLINOIS 60602

45617

VENDOR NO.

FURNISH THE ARTICLES AND/OR SERVICES LISTED ON THE SHEETS ATTACHED IN CONFORMITY WITH THE CONDITIONS SET FORTH ON THE ATTACHED "INSTRUCTIONS TO VENDOR", AND IN ACCORDANCE WITH YOUR BID PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO.

Line	Description	Need By Date	Quantity	UOM	Unit Price	Amount
	Per email request Re: Purchase Requisition 8177380, VENDOR# 45617 Scott, Angela (DH Hayes) PO was incorrect.					
1	Your #: CC Equity Presenter 2024 National Summit for Courageous Conversation registration This line CANCELLED on: 17-SEP-2024 Original Quantity ordered: 2,390 Quantity CANCELLED: 2,390	30-SEP-2024	0	Dollar	1.00	0.00
						\$ 0.00

BILLING INSTRUCTIONS

All invoices submitted for payment need to meet the following requirements:

- Invoices must be submitted to cpsinvoice@cps.edu.
- Invoices must be submitted in PDF Format.
- Invoices must contain a valid CPS-issued Purchase Order Number.
- Invoices must include the invoice date and break out the description of the goods/services rendered.
- The goods/services listed on the invoice must match the goods/services listed on the corresponding Purchase Order.
- Invoices should only be submitted once the goods/services have been rendered. Prepayment is not allowable.
- Invoices must include a unique invoice number (duplicate invoice numbers will fail processing).
- Invoices must be submitted as individual PDF documents. 1 PDF = 1 invoice submission.

To retrieve the status of any invoice /Purchase Orders, please log in to the CPS Supplier Portal at <https://supplier.efs.cps.edu/>.

For questions regarding payments please contact Accounts Payable at (773) 553-2760 or accountspayable@cps.edu.

THIS PURCHASE ORDER SHOULD BE USED TO PURCHASE GOODS AND SERVICES FOR THE FISCAL YEAR (E.G., JULY 1, 2024 THROUGH JUNE 30, 2025) IN WHICH IT WAS ISSUED. THE PO WILL BE CANCELED THREE (3) MONTHS AFTER THE END OF THE CPS FISCAL YEAR IN WHICH IT WAS ISSUED, UNLESS IT IS CAPITAL- OR GRANT-FUNDED. FOR EXAMPLE, A PO ISSUED ON MAY 15, 2024, WOULD BE CANCELED ON SEPTEMBER 30, 2024, AFTER THE FISCAL YEAR ENDS ON JUNE 30, 2024.

ALL DELIVERIES, INVOICES, AND PAYMENTS MUST BE MADE BEFORE THE PURCHASE ORDER IS CANCELED. SEE ATTACHED "INSTRUCTIONS TO VENDOR" FOR CONDITIONS OF PURCHASE.

FOR QUESTIONS ABOUT THIS ORDER, PLEASE CONTACT THE SCHOOL OR DEPARTMENT UNDER "FOR DELIVERY TO."

Instructions to Vendor

- Under no circumstances is the amount of this purchase order to be exceeded without prior written approval of the school or originating unit.
- Our purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
- Address all communications concerning this purchase order to the school or originating unit.
- Unless specifically agreed upon in writing in a contract signed by the authorized representatives of both parties, Purchase Orders should be used to purchase goods and services for the fiscal year (e.g., July 1, 2024 through June 30, 2025) in which they are issued. POs will be canceled three (3) months after the end of the CPS fiscal year in which they are issued, unless they are capital- or grant-funded. For example, a PO issued on May 15, 2024, would be canceled on September 30, 2024, after the fiscal year ends on June 30, 2024. Grant-funded purchase orders have the cancellation date printed in bold letters on the face of the purchase order. All deliveries, invoices, and payments must be made before the purchase order is canceled.
- Steven's Amendment - Activities for the below funds are provided by:

220-Federal Special Education IDEA Programs	336-NCLB Title V Fund	362-Early Childhood Development
324-Miscellaneous Federal, State & Local Grants	353-Title II - Teacher Quality	367-Title I - Comprehensive School Reform
332-NCLB Title I Regular Fund	356-ELL & Bilingual Programs	369-Title I - School Improvement Carl Perkins
334- NCLB Title 1 - Neglected & Delinquent	358-Title IV Safe & Drug Free School	370-ESSER Grant

Terms and Conditions of Purchase

VENDOR ("You") SHALL FURNISH THE PRODUCTS AND/OR SERVICES LISTED ON THE PURCHASE ORDER IN CONFORMITY WITH THESE TERMS AND CONDITIONS OF PURCHASE, AND IN ACCORDANCE WITH YOUR PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO (The "Board", "Board of Education", or "CPS") . IN THE EVENT THAT AN AUTHORIZED REPRESENTATIVE OF THE BOARD HAS EXECUTED AN AGREEMENT WITH YOU WITH THE APPROVAL OF THE BOARD'S GENERAL COUNSEL WHERE REQUIRED, SUCH EXECUTED AGREEMENT SHALL SUPERSEDE AND PREVAIL OVER THESE TERMS AND CONDITIONS.

This order is subject to the following instructions, terms and conditions.

- Validation: You are not authorized to provide any products and services without a valid purchase order. A purchase order is valid only when the purchase order number appears in the space provided.
- Products and Services: Products delivered and/or services performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on this order. No substitution of products or change of any nature shall be made without prior written authorization of the school or originating unit. If you cannot fill this order as specified, please notify the school or originating unit as soon as possible.
- Price Changes: Your prices are as recorded on this order. CPS reserves the right to cancel the order if the prices are increased prior to delivery of products or the completion of services. Therefore, do not fill this order at increased prices without prior written authorization from the school or originating unit. No separate charges, except those clearly recorded on this order, can or will be allowed.
- Taxes: CPS is exempt from the payment of (1) federal excise taxes; (2) transportation taxes; (3) Illinois retailers' occupation taxes; and (4) Illinois use taxes. If it is determined that the prices quoted and recorded on this order or the invoice rendered include any such taxes, the amount of the taxes will be deducted from the total of the invoice. Illinois Department of Revenue tax exemption number E9997-7109-07 is for Chicago Public School use only.
- Warranty, Guarantee, and Laws and Regulations Regarding Products: By accepting this order, in addition to the guarantees and warranties provided by law, you expressly guarantee and warranty as follows:
 - You warrant that all products furnished under the order shall be new and conform to the specifications set forth herein.
 - The products shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship, and design.
 - In the event that you are not the original manufacturer of the products, you shall ensure that any warranties from the manufacturer shall not be voided or otherwise compromised by sale of the products to us.
 - The warranty period shall commence upon CPS's acceptance of the products and not before, and this warranty shall survive acceptance of delivery and payment for the products. You bear the costs of inspecting, testing and/or replacing products rejected.
 - The products delivered do not infringe on any valid patent, trademark, trade name, or copyright, and you will, at your own expense, defend any and all actions or suits charging such infringement and will hold the Board, its agents and employees, harmless in case of any such action or suit.
 - The products delivered are manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and local laws and regulations.
 - Nothing in this order shall exclude or affect the operation of any express or implied warranties otherwise arising in favor of the Board.
 - The products and services, including but not limited to any software, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.
- Shipping: All shipments are to be made "F.O.B. Destination" unless otherwise specified on the purchase order. When articles are sold "F.O.B. Point of Origin" and the Board's purchase order so confirms, you should prepay shipping charges and record prepaid charges on the invoice and attach the original receipted freight bill or express receipt to the invoice. It is understood that title of the merchandise appearing on this order will not pass until the merchandise is received at delivery destination.
- Inspection, Rejection, and Excess Shipment: In addition to other rights provided by law, the Board reserves the right to: (a) inspect products delivered and to return those which do not meet specifications or reasonable standards of quality, (b) reject products shipped contrary to instructions or in containers which do not meet recognized standards, and (c) cancel the order if not filled within the time specified. The Board may return rejected products or may hold the products subject to your order and at your risk and expense and may in either event charge you with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expense(s).
- Delivery to a School Building: When a delivery is made direct to a school building, (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays, and (b) products shall be placed inside the school building with signed receipt by an employee of the Board. It is important that you understand that the Board cannot and will not accept tailgate deliveries at a school entrance.
- Indemnification: You shall indemnify, defend, and hold harmless the Board, its members, employees, agents, officers, and officials from and against any and all liabilities, losses, penalties, damages, and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to any and all claims, liens, damages, obligations, suits, actions, judgments, settlements, or causes of actions of any kind, nature or character ("Claims"), in connection with or arising or alleged to arise out of this order and your acts or omissions in the performance of the obligations and services under this order. The foregoing obligation extends to and is intended to encompass any and all Claims that the products and services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property rights of a third party. The Board retains final approval of any and all settlements or legal strategies which involve the interests of the Board.
- Insurance: You shall procure and maintain insurance for all operations and services provided under this order, including but not limited to those that may be required by the Board's Risk Management Department. You shall have the general 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 coverages and limits furnished do not in any way limit your liabilities and responsibilities under this order or by law. The required insurance is not limited by any limitations placed on the indemnity in this order given as a matter of law.
- Non-Discrimination: You agree that in performing under this order you shall not 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 race, color, religion, sex, gender identity/expression, sexual orientation, age, disability 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 person's race, color, religion, sex, gender identity/expression, sexual orientation, age, disability or national origin. You also agree to submit in writing, an affirmative action plan demonstrating your compliance with equal employment opportunity laws and Chicago Public Schools policy requiring equal employment opportunity to all. You shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, et seq.; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, et seq.; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, et seq.; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 et seq.; the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq.; the Illinois School Code, 105 ILCS 5/1-1 et seq.; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for your employees or your subcontractors' employees.
- Confidential Information. You may have access to or receive certain information that is not generally known to others ("Confidential Information"). You acknowledge that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, business plans, financial data, Student Data (as defined below), educational records, employee data, information relating to health records, and other information of a personal nature. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to you in the course of the performance under this order. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of you; (ii) made available to you by an independent third party having the legal right to make such disclosure; and (iii) information that you can establish and document to have been independently developed

or obtained by you without violating the confidentiality obligations of this order and any other agreements with the Board.

13. **Student Data:** You acknowledge that no student data, as defined herein, will be shared or collected unless AN AUTHORIZED REPRESENTATIVE OF THE BOARD HAS EXECUTED AN AGREEMENT WITH YOU WITH THE APPROVAL OF THE BOARD'S GENERAL COUNSEL. Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, including all information used, created, or generated through the use of any technology including but not limited to any software or applications, that is directly related to a CPS student. For purposes of this order, Student Data shall still be considered Confidential Information; additional requirements regarding Student Data specifically are described below.
14. **Use of Confidential Information:** You shall only use Confidential Information for the sole purpose of providing products and services to the Board pursuant to this order and shall not disclose the Confidential Information except to those of your directors, officers, agents, servants, employees, and contractors who need to know the Confidential Information in order to perform the services set forth in this order. You shall not copy or otherwise reproduce the Confidential Information for any purposes outside the terms of this order without the prior written consent of the Board. You shall use at least the same standard of care in the protection of Confidential Information as you use to protect your own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA").
15. **Handling of Confidential Information:** You shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are at least as safe as the following: (i) When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt; (ii) Encrypt all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). Confidential Information stored in any portable or removable electronic media shall only be mailed in accordance with the provisions of (i) above. Personally Identifiable Confidential Information, including but not limited to Student Data, shall not, under any circumstances, be stored on portable or removable media or devices; (iii) You shall not send with Encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption; (iv) You shall not leave Confidential Information in any medium unsecured and unattended at any time; (v) You shall keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access; (vi) You shall password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive Encrypted. You shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. You shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time; (vii) You shall secure the Confidential Information stored on your systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, you shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information; and (viii) Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Your network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. You shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as locally stored data.
16. **Dissemination of Information:** Other than as specifically allowed in this order, you shall not disseminate to a third party any Confidential Information and/or any Work Product (as defined below) obtained or developed in performance of services or delivery of products without the prior written consent of an authorized representative of the Board. If you are presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information and/or Work Product (as defined below) which may be in your possession as a result of services provided under this order, you 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. You 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.
17. **Injunctive Relief:** In the event of a breach or threatened breach of the obligations regarding Confidential Information, you acknowledge and agree that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, you agree 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.
18. **Unauthorized Access, Use or Disclosure of Confidential Information:** If you become aware of any unauthorized access, use, or disclosure of the Confidential Information, you shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from your receiving notice of the unauthorized access, use, or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use or disclosure, including if required under any federal or state law, providing notification to the affected persons. You shall bear the losses and expenses (including attorneys' fees) associated with a breach of your obligations for the protection and handling of Confidential Information including, without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. You shall include provisions consistent with this Section in contracts with any subcontractors providing any services under this order.
19. **Return and/or Destruction of Confidential Information:** You shall promptly cease using and shall return or destroy all copies of Confidential Information in your possession including copies stored in any computer memory or storage medium upon completion of the services and the delivery of products identified in this order. In the absence of a demand from the Board, you shall return the Confidential Information to the Board within thirty (30) days of the completion of the services. In the event that the Board elects to have you destroy the Confidential Information, you shall provide an affidavit attesting to such destruction. Destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, server, backup tape or other electronic device containing such Confidential Information. Notwithstanding the foregoing, you may retain one archival copy of the Confidential Information in your confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records, but such Confidential Information shall not be used and shall be stored in accordance with the terms of this order.
20. **Additional Obligations Regarding Treatment of Student Data:** In addition to the above stated obligations for the treatment and handling of Confidential Information, you shall abide by the following obligations when handling Student Data:
 - a. **Student Data Use.** You shall not use Student Data, including persistent unique identifiers, data created or gathered by your products, services and technology, to amass a profile about a CPS student or otherwise identify a CPS student. You will use Student Data only for the purpose of fulfilling your duties and delivering services under this order.
 - b. **Student Data Collection.** You will collect only Student Data necessary to fulfill your duties as outlined in this order.
 - c. **Marketing and Advertising.** You shall not advertise or market to students or their parents/legal guardians when the advertising is based upon any Student Data that you acquired because of the use of the products and services or the use of technology as part of the services. Advertising or marketing may be directed to a school or Board only if the student information underlying the marketing and/or advertising is properly de-identified.
 - d. **Student Data Mining.** You are prohibited from mining Student Data for any purposes other than those agreed to by the parties. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
 - e. **Student Data Transfer or Destruction.** You will ensure that all Student Data in your possession and in the possession of any subcontractors, or agents to whom you may have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose.
 - f. **Rights and License in and to Student Data.** All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this order is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the services under this order. Student Data shall remain under the control of the Board. You have a limited, nonexclusive license to the use of Student Data solely for the purpose of performing your obligations as outlined under this order. This order does not give you any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in this order. You do not have the right to sell or trade Student Data.
 - g. **Sale of Student Data.** You are prohibited from selling, trading, or otherwise transferring Student Data to any third parties, except with the express written prior consent of the authorized Board representative and written approval of the Board's General Counsel. This prohibition does not apply if you are purchased, merged, or otherwise acquired by another entity approved by the Board in accordance with the Assignment Section of this order, provided that you or successor entity continues to be subject to the provisions of this order with respect to previously acquired Student Data.
 - h. **Access.** Any Student Data you hold will be made available to the Board upon request. The identity of all persons having access to Student Data through you will be documented and access will be logged.
 - i. **Security Controls.** You will store and process Student Data in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in this order, as may be amended in writing by the authorized representatives of the parties and with the approval of the Board's General Counsel. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be secured in transit using https/TLS 1.0+, or secure FTP services. You are required to specify any Personally Identifiable Information (PII) collected or used. In addition, you must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Such safeguards shall be no less rigorous than accepted industry practices. You shall ensure that the manner in which Student Data is collected, accessed, used, stored, processed, disposed of and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this order. You will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. You will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Student Data security practices. You agree to share your incident response plan upon request.

You shall assure that all data that is transmitted between the Board's access points and your server(s), by you or your recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

- j. **Security Safeguards:** You agree to provide the following additional safeguards, particularly when handling Student Data: (i) include component and system level fault tolerance and redundancy in system design; (ii) encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser; (iii) encrypt Student Data at-rest and in-transit; (iv) authenticate users at login with a 128-bit or higher encryption algorithm; (v) secure transmission of login credentials; (vi) automatic password change routine; (vii) trace user system access via a combination of system logs and Google Analytics; (viii) secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software; (ix) conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised; (x) employ an in-line Intrusion Protection System that inspects incoming data transmissions; (xi) ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks; (xii) prevention of hostile or unauthorized intrusion; (xiii) screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Background Check Section in this order do not have access to Student Data. You shall provide the security measures taken to ensure that said employees do not have access to Student Data; (xiv) backup of all Student Data at least once every twenty-four (24) hours; and (xv) perform content snapshots at least daily and retain for at least ninety (90) days.
- k. **Data Security Manager:** You shall provide the Board with the name and contact information for your primary and alternate employee who shall serve as the Board's primary security contact

and who shall be available to assist the Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Student Data-related security breach. The designated contact shall respond to any Board inquiries within two (2) hours.

21. **Employees, Agents and Subcontractors:** You agree to cause your employees, agents and subcontractors to undertake the same obligations set forth in this order, particularly those regarding the handling of Confidential Information.
 22. **Software Prohibition: Compliance with the Student Online Personal Protection Act ("SOPPA"):** You are strictly prohibited from using or providing any digital, software, online or cloud platform, website, or application with the exception of the CPS Google Platform, including, but not limited to any educational technology and other student engagement or learning enrichment and curriculum platforms in connection with the Services You will be offering and providing to CPS under this Agreement.
 23. **Ownership:** You agree that, to the extent permitted by law, any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of the order ("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," you irrevocably grant, assign, and transfer to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All Confidential Information, Work Product, and intellectual property developed by, created for, or incorporating information gained from the services performed under this order, shall at all times be and remain the property of the Board. You 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 order within three (3) business days of demand. In addition, you 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 your possession, such items shall be restored or replaced at your expense.
 24. **Press Releases; Publicity; Board Intellectual Property:** You shall not issue publicity news releases; grant press interviews; use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools during or after the performance of any services without the prior written consent of authorized representatives of the Board. Furthermore, you shall not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or his/her designee.
 25. **Research Activities and Data Requests:** You shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event you seek to conduct research in the Chicago Public Schools or use CPS student data for research, you shall comply with the Board's External Research Study and Data Policy adopted on December 11, 2010 (19-1211-PO3), as may be amended from time to time. You acknowledge and agree that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Education Officer or his/her designee.
 26. **Audit and Records Retention:** You shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance with this order. You shall promptly rectify errors and resolve disputes that may be reported as a part of any such audit. You shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the delivery of products; progress, execution and costs of the services and compliance with applicable MBE/WBE requirements. Your failure to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge you for the cost of such audit. You shall maintain all records related to this order. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to this order and your performance of services and delivery of products. All records referenced above shall be retained for at least five (5) years after the termination or expiration of this order and shall be subject to inspection and audit by the Board. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. You shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
 27. **Termination:** The Board may terminate this order or suspend performance under it, in whole or in part, without cause at any time, by a notice in writing from the Board to you. The effective date of termination shall be stated in the notice or, if no date is stated, thirty (30) days from the date of the notice. No costs incurred after the effective date of the termination are allowed. Payment for products and services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in this order.
 28. **Default; Remedies:** The Board in its sole discretion may declare you in default, in whole or in part, if you, or the Board has reason to believe that you: (a) negatively affect the safety and/or welfare of students or Board staff; (b) misrepresented anything as an inducement of this order; (c) breached any term, condition, or warranty made in this order; (d) failed to perform any obligation or requirements of this order; (e) defaulted under any other agreement with the Board; (f) failed to comply with the Background Check Section of this order; or (g) assigned for the benefit of creditors or consented to the appointment of a trustee or receiver or filed, or had filed against you, any petition or proceeding under any bankruptcy, insolvency, or similar law that is not dismissed within sixty (60) days of the date of filing (each an "Event of Default"). In the Event of Default, the Board may seek any or all of its available remedies at law, by statute, or in equity, including but not limited to: (i) take over the services and hold you liable to the Board for any excess costs incurred in covering these services; (ii) terminate the order, in whole or in part, effective at a time specified by the Board; (iii) suspend services and the delivery of products during a cure period if the Board should allow you to cure the default; (iv) seek specific performance, an injunction, or any other appropriate equitable remedy; (v) money damages; and (vi) deem you non-responsible in future contracts to be awarded by the Board, and/or seek debarment of you pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended. The Board shall not be deemed to have waived or relinquished any of its rights and remedies if the Board fails to seek one or more remedy in the Event of Default.
 29. **Use of Board's Network:** If at any time, you have access to the Board's computer network, you warrant that you shall remain in compliance with the Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1), and the Board's Staff Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO2), both as amended. You shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO1), as may be amended.
 30. **Freedom of Information Act:** You acknowledge that this order and all documents submitted to the Board related to it are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws.
 31. **Background Check:** You 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. You shall not allow any Staff to: (1) provide services until the Board has completed a DNH Check; or (2) have contact with students until you confirm 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 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.
 - b. **Criminal History Records Check:** You shall, at your 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 Youth Registry.
 - c. **Department of Children and Family Services Check:** At your 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"). You 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, you further represent and warrant that you 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 your 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 to provide services if you know that he/she did not successfully pass a DCFS Check; (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:** You are obligated to cause the Background Check to be performed for all Staff, and you shall be responsible for the costs of such Background Check. Whether or not you allocate the costs to its subcontractors shall not affect your obligations under this order.
- If you fail to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this order, the Board may exercise additional remedies, including but not limited to (i) immediately terminating this order without any further obligation by the Board of any kind; (ii) seeking liquidated damages; or (iii) taking any other action or remedy available under this order 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 your non-compliance with this Section shall constitute a material breach of this order.

32. **Right of Entry:** You are permitted to enter upon Board property in connection with the performance of services specified in this order. You shall provide advance notice to the principal or, in the event of a non-school location, the CPS facility manager of any such intended entry. Consent to enter a site shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. You will comply and will cause each of your officers, employees, and agents to comply with any and all instructions and requirements for the use of such property.
33. **Chicago's Minimum Wage Requirements:** You must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <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 In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control. You must: (i) pay your employees no less than the Minimum Wage for work performed under the order; and (ii) require any subcontractors, sublicensees, or

subtenants, to pay their employees no less than the Minimum Wage for work performed under the order.

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

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

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of the order 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 you must pay the prevailing wage.

34. General Safety Guidelines When Services Provided at CPS Schools or Other Properties.

- a. You will be solely responsible for safety in performing the services. You will adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of your Safety Manual.
- b. You, both directly and indirectly through its subcontractors, will continuously protect the Board's property and adjacent property from damage, injury, or loss arising in connection with operations under this order. You will make good any such damage, injury, or loss. You are responsible for school site security.
- c. You, both directly and indirectly through your subcontractors and in working with CPS's third party contractors, will take all necessary precautions to ensure the safety of the public and workers in performing the services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the services are being performed.
- d. You will comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. You, and your subcontractors, will cooperate with any other vendors that may be performing work on a site; such compliance will include, but be not limited to, OSHA compliance and safety efforts. Upon the request of the Board, you and your subcontractors will provide the Board with their Exposure Control Plan, Hazardous Materials (HazMat) Communications Plan and other safety related documents and programs.
- e. In an emergency affecting the safety of life or adjoining property, you, without special instructions or authorization from the Board, are permitted to act, at its discretion, to prevent the threatened loss or injury.
- f. You will protect private and public property adjacent to where the services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the services are being performed. If the items are damaged by you or your subcontractors, you will make all necessary repairs to or replacements of them at no cost to the Board.
- g. If, in the opinion of the Board, the performance of the services endangers adjoining property or persons, upon written notice from the Board to you, the services and installations will be stopped and the method of operation changed in a manner acceptable to the Board. You acknowledge and agree that it will be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.
- h. You will maintain a written policy regarding drug and/or alcohol testing of employees and will implement such policy at any time that you, or any of your supervisory personnel, form a reasonable suspicion that such testing may have a positive result. The said policy will also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to insure that all subcontractors performing services maintain and implement similar testing policies, you will require a similar written policy in each subcontract. If the results of any such test are positive, you will, as soon as possible, contact the Board's Risk Management personnel concerning the results. The Board may require the removal, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

35. Installation and the Multi-Project Labor Agreement [When any construction or installation in CPS properties is involved]: To the extent required as part of the services, you acknowledge that the Board has entered into a Multi-Project Labor Agreement ("MPLA") with various trade unions regarding construction projects. A copy of the MPLA along with the signatory unions can be obtained through : http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborAgreement2015_2025.pdf and

http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborSupplementalAgreement2015_2025.pdf. You acknowledge familiarity with the requirements of the MPLA; its applicability to certain services performed by you, including your employees, agents, and subcontractors, and shall comply in all respects.

36. Restrictions:

- a. No Home Visitations: You shall not visit the homes of any CPS students to provide services under this order.
- b. No Student Transport: You shall not transport any CPS student in private vehicles. All transportation must be provided through a Board-approved transportation provider in coordination with the school principal and in compliance with the Board's Student Travel Policy (10-0526-PO1), as amended, and, in each case, such travel must be approved by the parent/guardian of each participating in writing.
- c. Communications with Students: Any direct communications between Staff and any CPS student, whether e-mail, text messaging, telephone, or Internet communications, must be conducted only on networks and devices that you provide. You must assure that nothing you do will cause CPS students to violate the Student Acceptable Use Policy (18-0822-PO2), as may be amended. You agree that CPS shall have the express right to review and receive copies of all such communications upon request.

37. Prohibition of Delegation of Performance: Neither party to the agreement shall delegate the performance of any obligation hereunder to any third person without the prior written consent of the other party hereto.

38. Assignments: Assignments made of any contract right shall cover all amounts payable and not already paid, and shall not be made to more than one party. Assignments shall comply with the requirements set forth herein and are subject to the Board's approval. You shall file a written notice of the assignment together with a true copy of the instrument of assignment with (a) the Chicago Public Schools, Department of Procurement, and (b) the surety or sureties upon the bond or bonds, if any, in connection with such contract.

39. Conflict of Interest: This contract is not legally binding on the Board if entered into 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 during the one-year period following the expiration or other termination of their terms of office.

40. Inspector General: Each party to this order 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.

41. Indebtedness: The Board of Education Indebtedness Policy (96-0726-EX3) adopted July 26, 1995, as amended June 26, 1996 (96-0626-PO3) is hereby incorporated into and made part of this order as if fully set forth herein.

42. Ethics: The Board of Education's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended, is incorporated into and made part of this order as if fully set forth herein.

43. Prohibited Acts: Within the three (3) years prior to the effective date of this order, you or any of your members if a joint venture or a limited liability company, or any of your or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

44. Debarment and Suspension: You certify to the best of your knowledge and belief, after due inquiry, that: (i) you, your principals, and the subcontractors providing services under this order are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A et seq.); (ii) you, your principals, and the subcontractors providing services under this order are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and (iii) you, your principals, and the subcontractors providing services under this order have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency. "Principals" for the purposes of this certification means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

45. Governing Law: This order and any claims or issues arising from or alleged to arise from the products and services provided pursuant to this order shall be governed in accordance with the laws of the State of Illinois. You irrevocably submit to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out of, or relating to, or in any way concerning the execution or performance of this order. You agree that service of process may be made on you, at the option of the Board, by either registered or certified mail addressed to the office identified in the Contractor's Disclosure Form that you provided to the Board or to the office actually maintained by you, or by personal delivery on any of your officers, directors, or managing or general agent. If you bring any action against the Board concerning this order, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

47. Controlling Agreement: You shall not request any CPS students or staff including school principals, administrative staff or other CPS employees to sign any form, memorandum of understanding or any other agreement for the delivery of the services. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by you. Even if a CPS student or staff or other Board user agrees to any agreement or license contained or referenced in the products or services or a quote from you, you acknowledge and agree that those terms and conditions are null and void and are not binding on the Board. You acknowledge and agree that the terms and conditions of this order represent the entire agreement of the parties for the products and services. No additional terms or conditions shall apply to the Board unless made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

48. Entire Agreement: This order constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to the order shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the order are of no force or effect.



PURCHASE ORDER

Page: 1 of 1

FOR DELIVERY TO:

Early Childhood Development (11360)
42 West Madison Street
Chicago, IL 60602
Tel. No: 773-553-2010
Requestor: Mckinily, Leslie
Email: lmckinily@cps.edu
PO Questions, Contact Requestor Above

Purchase Order Number: **4315504A 0**
Creation Date: 16-SEP-2024
Revision Date:

ORDER VENDOR NAME Courageous Conversation LLC
FORM: ADDRESS 248 3rd Street, Suite 634
OAKLAND, CA 94501

CHICAGO PUBLIC SCHOOLS
42 WEST MADISON STREET
CHICAGO, ILLINOIS 60602

45617

VENDOR NO.

FURNISH THE ARTICLES AND/OR SERVICES LISTED ON THE SHEETS ATTACHED IN CONFORMITY WITH THE CONDITIONS SET FORTH ON THE ATTACHED "INSTRUCTIONS TO VENDOR", AND IN ACCORDANCE WITH YOUR BID PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO.

Line	Description	Need By Date	Quantity	UOM	Unit Price	Amount
NOTE: This Purchase Order will be CANCELLED ON 20-NOV-2025. Delivery must be RECEIVED by 31-AUG-2025.						
1	Your #: Registration Fee (Ref Vendor Instruction #5 - Steven's Amendment for Funds: 362) Courageous Conversation Registration Oct 5-6, 2024 Leslie McKinily	30-SEP-2024	995	Dollar	1.00	995.00
Ship To: Use the ship-to address at the top of page 1 11385.362.54505.233019.376688.2025						
						\$ 995.00

BILLING INSTRUCTIONS

All invoices submitted for payment need to meet the following requirements:

- Invoices must be submitted to cpsinvoice@cps.edu.
- Invoices must be submitted in PDF Format.
- Invoices must contain a valid CPS-issued Purchase Order Number.
- Invoices must include the invoice date and break out the description of the goods/services rendered.
- The goods/services listed on the invoice must match the goods/services listed on the corresponding Purchase Order.
- Invoices should only be submitted once the goods/services have been rendered. Prepayment is not allowable.
- Invoices must include a unique invoice number (duplicate invoice numbers will fail processing).
- Invoices must be submitted as individual PDF documents. 1 PDF = 1 invoice submission.

To retrieve the status of any invoice /Purchase Orders, please log in to the CPS Supplier Portal at <https://supplier.efs.cps.edu/>.

For questions regarding payments please contact Accounts Payable at (773) 553-2760 or accountspayable@cps.edu.

THIS PURCHASE ORDER SHOULD BE USED TO PURCHASE GOODS AND SERVICES FOR THE FISCAL YEAR (E.G., JULY 1, 2024 THROUGH JUNE 30, 2025) IN WHICH IT WAS ISSUED. THE PO WILL BE CANCELED THREE (3) MONTHS AFTER THE END OF THE CPS FISCAL YEAR IN WHICH IT WAS ISSUED, UNLESS IT IS CAPITAL- OR GRANT-FUNDED. FOR EXAMPLE, A PO ISSUED ON MAY 15, 2024, WOULD BE CANCELED ON SEPTEMBER 30, 2024, AFTER THE FISCAL YEAR ENDS ON JUNE 30, 2024.

ALL DELIVERIES, INVOICES, AND PAYMENTS MUST BE MADE BEFORE THE PURCHASE ORDER IS CANCELED. SEE ATTACHED "INSTRUCTIONS TO VENDOR" FOR CONDITIONS OF PURCHASE.

FOR QUESTIONS ABOUT THIS ORDER, PLEASE CONTACT THE SCHOOL OR DEPARTMENT UNDER "FOR DELIVERY TO."

Instructions to Vendor

- Under no circumstances is the amount of this purchase order to be exceeded without prior written approval of the school or originating unit.
- Our purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
- Address all communications concerning this purchase order to the school or originating unit.
- Unless specifically agreed upon in writing in a contract signed by the authorized representatives of both parties, Purchase Orders should be used to purchase goods and services for the fiscal year (e.g., July 1, 2024 through June 30, 2025) in which they are issued. POs will be canceled three (3) months after the end of the CPS fiscal year in which they are issued, unless they are capital- or grant-funded. For example, a PO issued on May 15, 2024, would be canceled on September 30, 2024, after the fiscal year ends on June 30, 2024. Grant-funded purchase orders have the cancellation date printed in bold letters on the face of the purchase order. All deliveries, invoices, and payments must be made before the purchase order is canceled.
- Steven's Amendment - Activities for the below funds are provided by:

220-Federal Special Education IDEA Programs	336-NCLB Title V Fund	362-Early Childhood Development
324-Miscellaneous Federal, State & Local Grants	353-Title II - Teacher Quality	367-Title I - Comprehensive School Reform
332-NCLB Title I Regular Fund	356-ELL & Bilingual Programs	369-Title I - School Improvement Carl Perkins
334- NCLB Title 1 - Neglected & Delinquent	358-Title IV Safe & Drug Free School	370-ESSER Grant

Terms and Conditions of Purchase

VENDOR ("You") SHALL FURNISH THE PRODUCTS AND/OR SERVICES LISTED ON THE PURCHASE ORDER IN CONFORMITY WITH THESE TERMS AND CONDITIONS OF PURCHASE, AND IN ACCORDANCE WITH YOUR PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO (The "Board", "Board of Education", or "CPS"). IN THE EVENT THAT AN AUTHORIZED REPRESENTATIVE OF THE BOARD HAS EXECUTED AN AGREEMENT WITH YOU WITH THE APPROVAL OF THE BOARD'S GENERAL COUNSEL WHERE REQUIRED, SUCH EXECUTED AGREEMENT SHALL SUPERSEDE AND PREVAIL OVER THESE TERMS AND CONDITIONS.

This order is subject to the following instructions, terms and conditions.

- Validation: You are not authorized to provide any products and services without a valid purchase order. A purchase order is valid only when the purchase order number appears in the space provided.
- Products and Services: Products delivered and/or services performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on this order. No substitution of products or change of any nature shall be made without prior written authorization of the school or originating unit. If you cannot fill this order as specified, please notify the school or originating unit as soon as possible.
- Price Changes: Your prices are as recorded on this order. CPS reserves the right to cancel the order if the prices are increased prior to delivery of products or the completion of services. Therefore, do not fill this order at increased prices without prior written authorization from the school or originating unit. No separate charges, except those clearly recorded on this order, can or will be allowed.
- Taxes: CPS is exempt from the payment of (1) federal excise taxes; (2) transportation taxes; (3) Illinois retailers' occupation taxes; and (4) Illinois use taxes. If it is determined that the prices quoted and recorded on this order or the invoice rendered include any such taxes, the amount of the taxes will be deducted from the total of the invoice. Illinois Department of Revenue tax exemption number E9997-7109-07 is for Chicago Public School use only.
- Warranty, Guarantee, and Laws and Regulations Regarding Products: By accepting this order, in addition to the guarantees and warranties provided by law, you expressly guarantee and warranty as follows:
 - You warrant that all products furnished under the order shall be new and conform to the specifications set forth herein.
 - The products shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship, and design.
 - In the event that you are not the original manufacturer of the products, you shall ensure that any warranties from the manufacturer shall not be voided or otherwise compromised by sale of the products to us.
 - The warranty period shall commence upon CPS's acceptance of the products and not before, and this warranty shall survive acceptance of delivery and payment for the products. You bear the costs of inspecting, testing and/or replacing products rejected.
 - The products delivered do not infringe on any valid patent, trademark, trade name, or copyright, and you will, at your own expense, defend any and all actions or suits charging such infringement and will hold the Board, its agents and employees, harmless in case of any such action or suit.
 - The products delivered are manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and local laws and regulations.
 - Nothing in this order shall exclude or affect the operation of any express or implied warranties otherwise arising in favor of the Board.
 - The products and services, including but not limited to any software, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.
- Shipping: All shipments are to be made "F.O.B. Destination" unless otherwise specified on the purchase order. When articles are sold "F.O.B. Point of Origin" and the Board's purchase order so confirms, you should prepay shipping charges and record prepaid charges on the invoice and attach the original receipted freight bill or express receipt to the invoice. It is understood that title of the merchandise appearing on this order will not pass until the merchandise is received at delivery destination.
- Inspection, Rejection, and Excess Shipment: In addition to other rights provided by law, the Board reserves the right to: (a) inspect products delivered and to return those which do not meet specifications or reasonable standards of quality, (b) reject products shipped contrary to instructions or in containers which do not meet recognized standards, and (c) cancel the order if not filled within the time specified. The Board may return rejected products or may hold the products subject to your order and at your risk and expense and may in either event charge you with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expense(s).
- Delivery to a School Building: When a delivery is made direct to a school building, (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays, and (b) products shall be placed inside the school building with signed receipt by an employee of the Board. It is important that you understand that the Board cannot and will not accept tailgate deliveries at a school entrance.
- Indemnification: You shall indemnify, defend, and hold harmless the Board, its members, employees, agents, officers, and officials from and against any and all liabilities, losses, penalties, damages, and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to any and all claims, liens, damages, obligations, suits, actions, judgments, settlements, or causes of actions of any kind, nature or character ("Claims"), in connection with or arising or alleged to arise out of this order and your acts or omissions in the performance of the obligations and services under this order. The foregoing obligation extends to and is intended to encompass any and all Claims that the products and services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property rights of a third party. The Board retains final approval of any and all settlements or legal strategies which involve the interests of the Board.
- Insurance: You shall procure and maintain insurance for all operations and services provided under this order, including but not limited to those that may be required by the Board's Risk Management Department. You shall have the general 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 coverages and limits furnished do not in any way limit your liabilities and responsibilities under this order or by law. The required insurance is not limited by any limitations placed on the indemnity in this order given as a matter of law.
- Non-Discrimination: You agree that in performing under this order you shall not 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 race, color, religion, sex, gender identity/expression, sexual orientation, age, disability 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 person's race, color, religion, sex, gender identity/expression, sexual orientation, age, disability or national origin. You also agree to submit in writing, an affirmative action plan demonstrating your compliance with equal employment opportunity laws and Chicago Public Schools policy requiring equal employment opportunity to all. You shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, et seq.; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, et seq.; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, et seq.; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 et seq.; the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq.; the Illinois School Code, 105 ILCS 5/1-1 et seq.; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for your employees or your subcontractors' employees.
- Confidential Information. You may have access to or receive certain information that is not generally known to others ("Confidential Information"). You acknowledge that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, business plans, financial data, Student Data (as defined below), educational records, employee data, information relating to health records, and other information of a personal nature. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to you in the course of the performance under this order. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of you; (ii) made available to you by an independent third party having the legal right to make such disclosure; and (iii) information that you can establish and document to have been independently developed

or obtained by you without violating the confidentiality obligations of this order and any other agreements with the Board.

13. **Student Data:** You acknowledge that no student data, as defined herein, will be shared or collected unless AN AUTHORIZED REPRESENTATIVE OF THE BOARD HAS EXECUTED AN AGREEMENT WITH YOU WITH THE APPROVAL OF THE BOARD'S GENERAL COUNSEL. Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, including all information used, created, or generated through the use of any technology including but not limited to any software or applications, that is directly related to a CPS student. For purposes of this order, Student Data shall still be considered Confidential Information; additional requirements regarding Student Data specifically are described below.
14. **Use of Confidential Information:** You shall only use Confidential Information for the sole purpose of providing products and services to the Board pursuant to this order and shall not disclose the Confidential Information except to those of your directors, officers, agents, servants, employees, and contractors who need to know the Confidential Information in order to perform the services set forth in this order. You shall not copy or otherwise reproduce the Confidential Information for any purposes outside the terms of this order without the prior written consent of the Board. You shall use at least the same standard of care in the protection of Confidential Information as you use to protect your own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA").
15. **Handling of Confidential Information:** You shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are at least as safe as the following: (i) When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt; (ii) Encrypt all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). Confidential Information stored in any portable or removable electronic media shall only be mailed in accordance with the provisions of (i) above. Personally Identifiable Confidential Information, including but not limited to Student Data, shall not, under any circumstances, be stored on portable or removable media or devices; (iii) You shall not send with Encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption; (iv) You shall not leave Confidential Information in any medium unsecured and unattended at any time; (v) You shall keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access; (vi) You shall password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive Encrypted. You shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. You shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time; (vii) You shall secure the Confidential Information stored on your systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, you shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information; and (viii) Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Your network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. You shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as locally stored data.
16. **Dissemination of Information:** Other than as specifically allowed in this order, you shall not disseminate to a third party any Confidential Information and/or any Work Product (as defined below) obtained or developed in performance of services or delivery of products without the prior written consent of an authorized representative of the Board. If you are presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information and/or Work Product (as defined below) which may be in your possession as a result of services provided under this order, you 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. You 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.
17. **Injunctive Relief:** In the event of a breach or threatened breach of the obligations regarding Confidential Information, you acknowledge and agree that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, you agree 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.
18. **Unauthorized Access, Use or Disclosure of Confidential Information:** If you become aware of any unauthorized access, use, or disclosure of the Confidential Information, you shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from your receiving notice of the unauthorized access, use, or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use or disclosure, including if required under any federal or state law, providing notification to the affected persons. You shall bear the losses and expenses (including attorneys' fees) associated with a breach of your obligations for the protection and handling of Confidential Information including, without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. You shall include provisions consistent with this Section in contracts with any subcontractors providing any services under this order.
19. **Return and/or Destruction of Confidential Information:** You shall promptly cease using and shall return or destroy all copies of Confidential Information in your possession including copies stored in any computer memory or storage medium upon completion of the services and the delivery of products identified in this order. In the absence of a demand from the Board, you shall return the Confidential Information to the Board within thirty (30) days of the completion of the services. In the event that the Board elects to have you destroy the Confidential Information, you shall provide an affidavit attesting to such destruction. Destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, server, backup tape or other electronic device containing such Confidential Information. Notwithstanding the foregoing, you may retain one archival copy of the Confidential Information in your confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records, but such Confidential Information shall not be used and shall be stored in accordance with the terms of this order.
20. **Additional Obligations Regarding Treatment of Student Data:** In addition to the above stated obligations for the treatment and handling of Confidential Information, you shall abide by the following obligations when handling Student Data:
 - a. **Student Data Use.** You shall not use Student Data, including persistent unique identifiers, data created or gathered by your products, services and technology, to amass a profile about a CPS student or otherwise identify a CPS student. You will use Student Data only for the purpose of fulfilling your duties and delivering services under this order.
 - b. **Student Data Collection.** You will collect only Student Data necessary to fulfill your duties as outlined in this order.
 - c. **Marketing and Advertising.** You shall not advertise or market to students or their parents/legal guardians when the advertising is based upon any Student Data that you acquired because of the use of the products and services or the use of technology as part of the services. Advertising or marketing may be directed to a school or Board only if the student information underlying the marketing and/or advertising is properly de-identified.
 - d. **Student Data Mining.** You are prohibited from mining Student Data for any purposes other than those agreed to by the parties. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
 - e. **Student Data Transfer or Destruction.** You will ensure that all Student Data in your possession and in the possession of any subcontractors, or agents to whom you may have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose.
 - f. **Rights and License in and to Student Data.** All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this order is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the services under this order. Student Data shall remain under the control of the Board. You have a limited, nonexclusive license to the use of Student Data solely for the purpose of performing your obligations as outlined under this order. This order does not give you any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in this order. You do not have the right to sell or trade Student Data.
 - g. **Sale of Student Data.** You are prohibited from selling, trading, or otherwise transferring Student Data to any third parties, except with the express written prior consent of the authorized Board representative and written approval of the Board's General Counsel. This prohibition does not apply if you are purchased, merged, or otherwise acquired by another entity approved by the Board in accordance with the Assignment Section of this order, provided that you or successor entity continues to be subject to the provisions of this order with respect to previously acquired Student Data.
 - h. **Access.** Any Student Data you hold will be made available to the Board upon request. The identity of all persons having access to Student Data through you will be documented and access will be logged.
 - i. **Security Controls.** You will store and process Student Data in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in this order, as may be amended in writing by the authorized representatives of the parties and with the approval of the Board's General Counsel. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be secured in transit using https/TLS 1.0+, or secure FTP services. You are required to specify any Personally Identifiable Information (PII) collected or used. In addition, you must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Such safeguards shall be no less rigorous than accepted industry practices. You shall ensure that the manner in which Student Data is collected, accessed, used, stored, processed, disposed of and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this order. You will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. You will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Student Data security practices. You agree to share your incident response plan upon request.

You shall assure that all data that is transmitted between the Board's access points and your server(s), by you or your recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

- j. **Security Safeguards:** You agree to provide the following additional safeguards, particularly when handling Student Data: (i) include component and system level fault tolerance and redundancy in system design; (ii) encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser; (iii) encrypt Student Data at-rest and in-transit; (iv) authenticate users at login with a 128-bit or higher encryption algorithm; (v) secure transmission of login credentials; (vi) automatic password change routine; (vii) trace user system access via a combination of system logs and Google Analytics; (viii) secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software; (ix) conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised; (x) employ an in-line Intrusion Protection System that inspects incoming data transmissions; (xi) ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks; (xii) prevention of hostile or unauthorized intrusion; (xiii) screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Background Check Section in this order do not have access to Student Data. You shall provide the security measures taken to ensure that said employees do not have access to Student Data; (xiv) backup of all Student Data at least once every twenty-four (24) hours; and (xv) perform content snapshots at least daily and retain for at least ninety (90) days.
- k. **Data Security Manager:** You shall provide the Board with the name and contact information for your primary and alternate employee who shall serve as the Board's primary security contact

and who shall be available to assist the Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Student Data-related security breach. The designated contact shall respond to any Board inquiries within two (2) hours.

21. **Employees, Agents and Subcontractors:** You agree to cause your employees, agents and subcontractors to undertake the same obligations set forth in this order, particularly those regarding the handling of Confidential Information.
 22. **Software Prohibition: Compliance with the Student Online Personal Protection Act ("SOPPA"):** You are strictly prohibited from using or providing any digital, software, online or cloud platform, website, or application with the exception of the CPS Google Platform, including, but not limited to any educational technology and other student engagement or learning enrichment and curriculum platforms in connection with the Services You will be offering and providing to CPS under this Agreement.
 23. **Ownership:** You agree that, to the extent permitted by law, any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of the order ("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," you irrevocably grant, assign, and transfer to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All Confidential Information, Work Product, and intellectual property developed by, created for, or incorporating information gained from the services performed under this order, shall at all times be and remain the property of the Board. You 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 order within three (3) business days of demand. In addition, you 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 your possession, such items shall be restored or replaced at your expense.
 24. **Press Releases; Publicity; Board Intellectual Property:** You shall not issue publicity news releases; grant press interviews; use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools during or after the performance of any services without the prior written consent of authorized representatives of the Board. Furthermore, you shall not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or his/her designee.
 25. **Research Activities and Data Requests:** You shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event you seek to conduct research in the Chicago Public Schools or use CPS student data for research, you shall comply with the Board's External Research Study and Data Policy adopted on December 11, 2010 (19-1211-PO3), as may be amended from time to time. You acknowledge and agree that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Education Officer or his/her designee.
 26. **Audit and Records Retention:** You shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance with this order. You shall promptly rectify errors and resolve disputes that may be reported as a part of any such audit. You shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the delivery of products; progress, execution and costs of the services and compliance with applicable MBE/WBE requirements. Your failure to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge you for the cost of such audit. You shall maintain all records related to this order. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to this order and your performance of services and delivery of products. All records referenced above shall be retained for at least five (5) years after the termination or expiration of this order and shall be subject to inspection and audit by the Board. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. You shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
 27. **Termination:** The Board may terminate this order or suspend performance under it, in whole or in part, without cause at any time, by a notice in writing from the Board to you. The effective date of termination shall be stated in the notice or, if no date is stated, thirty (30) days from the date of the notice. No costs incurred after the effective date of the termination are allowed. Payment for products and services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in this order.
 28. **Default; Remedies:** The Board in its sole discretion may declare you in default, in whole or in part, if you, or the Board has reason to believe that you: (a) negatively affect the safety and/or welfare of students or Board staff; (b) misrepresented anything as an inducement of this order; (c) breached any term, condition, or warranty made in this order; (d) failed to perform any obligation or requirements of this order; (e) defaulted under any other agreement with the Board; (f) failed to comply with the Background Check Section of this order; or (g) assigned for the benefit of creditors or consented to the appointment of a trustee or receiver or filed, or had filed against you, any petition or proceeding under any bankruptcy, insolvency, or similar law that is not dismissed within sixty (60) days of the date of filing (each an "Event of Default"). In the Event of Default, the Board may seek any or all of its available remedies at law, by statute, or in equity, including but not limited to: (i) take over the services and hold you liable to the Board for any excess costs incurred in covering these services; (ii) terminate the order, in whole or in part, effective at a time specified by the Board; (iii) suspend services and the delivery of products during a cure period if the Board should allow you to cure the default; (iv) seek specific performance, an injunction, or any other appropriate equitable remedy; (v) money damages; and (vi) deem you non-responsible in future contracts to be awarded by the Board, and/or seek debarment of you pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended. The Board shall not be deemed to have waived or relinquished any of its rights and remedies if the Board fails to seek one or more remedy in the Event of Default.
 29. **Use of Board's Network:** If at any time, you have access to the Board's computer network, you warrant that you shall remain in compliance with the Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1), and the Board's Staff Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO2), both as amended. You shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO1), as may be amended.
 30. **Freedom of Information Act:** You acknowledge that this order and all documents submitted to the Board related to it are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws.
 31. **Background Check:** You 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. You shall not allow any Staff to: (1) provide services until the Board has completed a DNH Check; or (2) have contact with students until you confirm 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 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.
 - b. **Criminal History Records Check:** You shall, at your 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 Youth Registry.
 - c. **Department of Children and Family Services Check:** At your 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"). You 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, you further represent and warrant that you 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 your 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 to provide services if you know that he/she did not successfully pass a DCFS Check; (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:** You are obligated to cause the Background Check to be performed for all Staff, and you shall be responsible for the costs of such Background Check. Whether or not you allocate the costs to its subcontractors shall not affect your obligations under this order.
- If you fail to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this order, the Board may exercise additional remedies, including but not limited to (i) immediately terminating this order without any further obligation by the Board of any kind; (ii) seeking liquidated damages; or (iii) taking any other action or remedy available under this order 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 your non-compliance with this Section shall constitute a material breach of this order.

32. **Right of Entry:** You are permitted to enter upon Board property in connection with the performance of services specified in this order. You shall provide advance notice to the principal or, in the event of a non-school location, the CPS facility manager of any such intended entry. Consent to enter a site shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. You will comply and will cause each of your officers, employees, and agents to comply with any and all instructions and requirements for the use of such property.
33. **Chicago's Minimum Wage Requirements:** You must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <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 In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control. You must: (i) pay your employees no less than the Minimum Wage for work performed under the order; and (ii) require any subcontractors, sublicensees, or

subtenants, to pay their employees no less than the Minimum Wage for work performed under the order.

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

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

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of the order 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 you must pay the prevailing wage.

34. General Safety Guidelines When Services Provided at CPS Schools or Other Properties.

- a. You will be solely responsible for safety in performing the services. You will adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of your Safety Manual.
- b. You, both directly and indirectly through its subcontractors, will continuously protect the Board's property and adjacent property from damage, injury, or loss arising in connection with operations under this order. You will make good any such damage, injury, or loss. You are responsible for school site security.
- c. You, both directly and indirectly through your subcontractors and in working with CPS's third party contractors, will take all necessary precautions to ensure the safety of the public and workers in performing the services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the services are being performed.
- d. You will comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. You, and your subcontractors, will cooperate with any other vendors that may be performing work on a site; such compliance will include, but be not limited to, OSHA compliance and safety efforts. Upon the request of the Board, you and your subcontractors will provide the Board with their Exposure Control Plan, Hazardous Materials (HazMat) Communications Plan and other safety related documents and programs.
- e. In an emergency affecting the safety of life or adjoining property, you, without special instructions or authorization from the Board, are permitted to act, at its discretion, to prevent the threatened loss or injury.
- f. You will protect private and public property adjacent to where the services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the services are being performed. If the items are damaged by you or your subcontractors, you will make all necessary repairs to or replacements of them at no cost to the Board.
- g. If, in the opinion of the Board, the performance of the services endangers adjoining property or persons, upon written notice from the Board to you, the services and installations will be stopped and the method of operation changed in a manner acceptable to the Board. You acknowledge and agree that it will be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.
- h. You will maintain a written policy regarding drug and/or alcohol testing of employees and will implement such policy at any time that you, or any of your supervisory personnel, form a reasonable suspicion that such testing may have a positive result. The said policy will also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to insure that all subcontractors performing services maintain and implement similar testing policies, you will require a similar written policy in each subcontract. If the results of any such test are positive, you will, as soon as possible, contact the Board's Risk Management personnel concerning the results. The Board may require the removal, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

35. Installation and the Multi-Project Labor Agreement [When any construction or installation in CPS properties is involved]: To the extent required as part of the services, you acknowledge that the Board has entered into a Multi-Project Labor Agreement ("MPLA") with various trade unions regarding construction projects. A copy of the MPLA along with the signatory unions can be obtained through : http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborAgreement2015_2025.pdf and

http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborSupplementalAgreement2015_2025.pdf. You acknowledge familiarity with the requirements of the MPLA; its applicability to certain services performed by you, including your employees, agents, and subcontractors, and shall comply in all respects.

36. Restrictions:

- a. No Home Visitations: You shall not visit the homes of any CPS students to provide services under this order.
- b. No Student Transport: You shall not transport any CPS student in private vehicles. All transportation must be provided through a Board-approved transportation provider in coordination with the school principal and in compliance with the Board's Student Travel Policy (10-0526-PO1), as amended, and, in each case, such travel must be approved by the parent/guardian of each participating in writing.
- c. Communications with Students: Any direct communications between Staff and any CPS student, whether e-mail, text messaging, telephone, or Internet communications, must be conducted only on networks and devices that you provide. You must assure that nothing you do will cause CPS students to violate the Student Acceptable Use Policy (18-0822-PO2), as may be amended. You agree that CPS shall have the express right to review and receive copies of all such communications upon request.

37. Prohibition of Delegation of Performance: Neither party to the agreement shall delegate the performance of any obligation hereunder to any third person without the prior written consent of the other party hereto.

38. Assignments: Assignments made of any contract right shall cover all amounts payable and not already paid, and shall not be made to more than one party. Assignments shall comply with the requirements set forth herein and are subject to the Board's approval. You shall file a written notice of the assignment together with a true copy of the instrument of assignment with (a) the Chicago Public Schools, Department of Procurement, and (b) the surety or sureties upon the bond or bonds, if any, in connection with such contract.

39. Conflict of Interest: This contract is not legally binding on the Board if entered into 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 during the one-year period following the expiration or other termination of their terms of office.

40. Inspector General: Each party to this order 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.

41. Indebtedness: The Board of Education Indebtedness Policy (96-0726-EX3) adopted July 26, 1995, as amended June 26, 1996 (96-0626-PO3) is hereby incorporated into and made part of this order as if fully set forth herein.

42. Ethics: The Board of Education's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended, is incorporated into and made part of this order as if fully set forth herein.

43. Prohibited Acts: Within the three (3) years prior to the effective date of this order, you or any of your members if a joint venture or a limited liability company, or any of your or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

44. Debarment and Suspension: You certify to the best of your knowledge and belief, after due inquiry, that: (i) you, your principals, and the subcontractors providing services under this order are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A et seq.); (ii) you, your principals, and the subcontractors providing services under this order are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and (iii) you, your principals, and the subcontractors providing services under this order have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency. "Principals" for the purposes of this certification means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

45. Governing Law: This order and any claims or issues arising from or alleged to arise from the products and services provided pursuant to this order shall be governed in accordance with the laws of the State of Illinois. You irrevocably submit to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out of, or relating to, or in any way concerning the execution or performance of this order. You agree that service of process may be made on you, at the option of the Board, by either registered or certified mail addressed to the office identified in the Contractor's Disclosure Form that you provided to the Board or to the office actually maintained by you, or by personal delivery on any of your officers, directors, or managing or general agent. If you bring any action against the Board concerning this order, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

47. Controlling Agreement: You shall not request any CPS students or staff including school principals, administrative staff or other CPS employees to sign any form, memorandum of understanding or any other agreement for the delivery of the services. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by you. Even if a CPS student or staff or other Board user agrees to any agreement or license contained or referenced in the products or services or a quote from you, you acknowledge and agree that those terms and conditions are null and void and are not binding on the Board. You acknowledge and agree that the terms and conditions of this order represent the entire agreement of the parties for the products and services. No additional terms or conditions shall apply to the Board unless made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

48. Entire Agreement: This order constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to the order shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the order are of no force or effect.



PURCHASE ORDER

Page: 1 of 1

FOR DELIVERY TO:

Chief Equity Office (10465)
42 West Madison Street
Chicago, IL 60602

Purchase Order Number: **4371452 0**
Creation Date: 26-FEB-2025
Revision Date:

Requestor: Scott, Angela
Email: ascott43@cps.edu
PO Questions, Contact Requestor Above

ORDER VENDOR NAME Courageous Conversation LLC
FORM: ADDRESS 248 3rd Street, Suite 634
OAKLAND, CA 94501

CHICAGO PUBLIC SCHOOLS
42 WEST MADISON STREET
CHICAGO, ILLINOIS 60602

45617
VENDOR NO.

FURNISH THE ARTICLES AND/OR SERVICES LISTED ON THE SHEETS ATTACHED IN CONFORMITY WITH THE CONDITIONS SET FORTH ON THE ATTACHED "INSTRUCTIONS TO VENDOR", AND IN ACCORDANCE WITH YOUR BID PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO.

Line	Description	Need By Date	Quantity	UOM	Unit Price	Amount
1	Your #: 11477 CC Practitioner J Brooks and R. Davis-Dobson Ship To: Use the ship-to address at the top of page 1 10465.115.54125.233011.000000.2025	12-MAR-2025	8,000	Dollar	1.00	8,000.00
						\$ 8,000.00

BILLING INSTRUCTIONS

All invoices submitted for payment need to meet the following requirements:

- Invoices must be submitted to cpsinvoice@cps.edu.
- Invoices must be submitted in PDF Format.
- Invoices must contain a valid CPS-issued Purchase Order Number.
- Invoices must include the invoice date and break out the description of the goods/services rendered.
- The goods/services listed on the invoice must match the goods/services listed on the corresponding Purchase Order.
- Invoices should only be submitted once the goods/services have been rendered. Prepayment is not allowable.
- Invoices must include a unique invoice number (duplicate invoice numbers will fail processing).
- Invoices must be submitted as individual PDF documents. 1 PDF = 1 invoice submission.

To retrieve the status of any invoice /Purchase Orders, please log in to the CPS Supplier Portal at <https://supplier.efs.cps.edu/>.

For questions regarding payments please contact Accounts Payable at (773) 553-2760 or accountspayable@cps.edu.

THIS PURCHASE ORDER SHOULD BE USED TO PURCHASE GOODS AND SERVICES FOR THE FISCAL YEAR (E.G., JULY 1, 2024 THROUGH JUNE 30, 2025) IN WHICH IT WAS ISSUED. THE PO WILL BE CANCELED THREE (3) MONTHS AFTER THE END OF THE CPS FISCAL YEAR IN WHICH IT WAS ISSUED, UNLESS IT IS CAPITAL- OR GRANT-FUNDED. FOR EXAMPLE, A PO ISSUED ON MAY 15, 2024, WOULD BE CANCELED ON SEPTEMBER 30, 2024, AFTER THE FISCAL YEAR ENDS ON JUNE 30, 2024.

ALL DELIVERIES, INVOICES, AND PAYMENTS MUST BE MADE BEFORE THE PURCHASE ORDER IS CANCELED. SEE ATTACHED "INSTRUCTIONS TO VENDOR" FOR CONDITIONS OF PURCHASE.

FOR QUESTIONS ABOUT THIS ORDER, PLEASE CONTACT THE SCHOOL OR DEPARTMENT UNDER "FOR DELIVERY TO."

Instructions to Vendor

- Under no circumstances is the amount of this purchase order to be exceeded without prior written approval of the school or originating unit.
- Our purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
- Address all communications concerning this purchase order to the school or originating unit.
- Unless specifically agreed upon in writing in a contract signed by the authorized representatives of both parties, Purchase Orders should be used to purchase goods and services for the fiscal year (e.g., July 1, 2024 through June 30, 2025) in which they are issued. POs will be canceled three (3) months after the end of the CPS fiscal year in which they are issued, unless they are capital- or grant-funded. For example, a PO issued on May 15, 2024, would be canceled on September 30, 2024, after the fiscal year ends on June 30, 2024. Grant-funded purchase orders have the cancellation date printed in bold letters on the face of the purchase order. All deliveries, invoices, and payments must be made before the purchase order is canceled.
- Steven's Amendment - Activities for the below funds are provided by:

220-Federal Special Education IDEA Programs	336-NCLB Title V Fund	362-Early Childhood Development
324-Miscellaneous Federal, State & Local Grants	353-Title II - Teacher Quality	367-Title I - Comprehensive School Reform
332-NCLB Title I Regular Fund	356-ELL & Bilingual Programs	369-Title I - School Improvement Carl Perkins
334- NCLB Title 1 - Neglected & Delinquent	358-Title IV Safe & Drug Free School	370-ESSER Grant

Terms and Conditions of Purchase

VENDOR ("You") SHALL FURNISH THE PRODUCTS AND/OR SERVICES LISTED ON THE PURCHASE ORDER IN CONFORMITY WITH THESE TERMS AND CONDITIONS OF PURCHASE, AND IN ACCORDANCE WITH YOUR PRICES AS RECORDED, AND CHARGE TO THE ACCOUNT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO (The "Board", "Board of Education", or "CPS"). IN THE EVENT THAT AN AUTHORIZED REPRESENTATIVE OF THE BOARD HAS EXECUTED AN AGREEMENT WITH YOU WITH THE APPROVAL OF THE BOARD'S GENERAL COUNSEL WHERE REQUIRED, SUCH EXECUTED AGREEMENT SHALL SUPERSEDE AND PREVAIL OVER THESE TERMS AND CONDITIONS.

This order is subject to the following instructions, terms and conditions.

- Validation: You are not authorized to provide any products and services without a valid purchase order. A purchase order is valid only when the purchase order number appears in the space provided.
- Products and Services: Products delivered and/or services performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on this order. No substitution of products or change of any nature shall be made without prior written authorization of the school or originating unit. If you cannot fill this order as specified, please notify the school or originating unit as soon as possible.
- Price Changes: Your prices are as recorded on this order. CPS reserves the right to cancel the order if the prices are increased prior to delivery of products or the completion of services. Therefore, do not fill this order at increased prices without prior written authorization from the school or originating unit. No separate charges, except those clearly recorded on this order, can or will be allowed.
- Taxes: CPS is exempt from the payment of (1) federal excise taxes; (2) transportation taxes; (3) Illinois retailers' occupation taxes; and (4) Illinois use taxes. If it is determined that the prices quoted and recorded on this order or the invoice rendered include any such taxes, the amount of the taxes will be deducted from the total of the invoice. Illinois Department of Revenue tax exemption number E9997-7109-07 is for Chicago Public School use only.
- Warranty, Guarantee, and Laws and Regulations Regarding Products: By accepting this order, in addition to the guarantees and warranties provided by law, you expressly guarantee and warranty as follows:
 - You warrant that all products furnished under the order shall be new and conform to the specifications set forth herein.
 - The products shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship, and design.
 - In the event that you are not the original manufacturer of the products, you shall ensure that any warranties from the manufacturer shall not be voided or otherwise compromised by sale of the products to us.
 - The warranty period shall commence upon CPS's acceptance of the products and not before, and this warranty shall survive acceptance of delivery and payment for the products. You bear the costs of inspecting, testing and/or replacing products rejected.
 - The products delivered do not infringe on any valid patent, trademark, trade name, or copyright, and you will, at your own expense, defend any and all actions or suits charging such infringement and will hold the Board, its agents and employees, harmless in case of any such action or suit.
 - The products delivered are manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and local laws and regulations.
 - Nothing in this order shall exclude or affect the operation of any express or implied warranties otherwise arising in favor of the Board.
 - The products and services, including but not limited to any software, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.
- Shipping: All shipments are to be made "F.O.B. Destination" unless otherwise specified on the purchase order. When articles are sold "F.O.B. Point of Origin" and the Board's purchase order so confirms, you should prepay shipping charges and record prepaid charges on the invoice and attach the original receipted freight bill or express receipt to the invoice. It is understood that title of the merchandise appearing on this order will not pass until the merchandise is received at delivery destination.
- Inspection, Rejection, and Excess Shipment: In addition to other rights provided by law, the Board reserves the right to: (a) inspect products delivered and to return those which do not meet specifications or reasonable standards of quality, (b) reject products shipped contrary to instructions or in containers which do not meet recognized standards, and (c) cancel the order if not filled within the time specified. The Board may return rejected products or may hold the products subject to your order and at your risk and expense and may in either event charge you with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expense(s).
- Delivery to a School Building: When a delivery is made direct to a school building, (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays, and (b) products shall be placed inside the school building with signed receipt by an employee of the Board. It is important that you understand that the Board cannot and will not accept tailgate deliveries at a school entrance.
- Indemnification: You shall indemnify, defend, and hold harmless the Board, its members, employees, agents, officers, and officials from and against any and all liabilities, losses, penalties, damages, and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to any and all claims, liens, damages, obligations, suits, actions, judgments, settlements, or causes of actions of any kind, nature or character ("Claims"), in connection with or arising or alleged to arise out of this order and your acts or omissions in the performance of the obligations and services under this order. The foregoing obligation extends to and is intended to encompass any and all Claims that the products and services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property rights of a third party. The Board retains final approval of any and all settlements or legal strategies which involve the interests of the Board.
- Insurance: You shall procure and maintain insurance for all operations and services provided under this order, including but not limited to those that may be required by the Board's Risk Management Department. You shall have the general 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 coverages and limits furnished do not in any way limit your liabilities and responsibilities under this order or by law. The required insurance is not limited by any limitations placed on the indemnity in this order given as a matter of law.
- Non-Discrimination: You agree that in performing under this order you shall not 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 race, color, religion, sex, gender identity/expression, sexual orientation, age, disability 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 person's race, color, religion, sex, gender identity/expression, sexual orientation, age, disability or national origin. You also agree to submit in writing, an affirmative action plan demonstrating your compliance with equal employment opportunity laws and Chicago Public Schools policy requiring equal employment opportunity to all. You shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, et seq.; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, et seq.; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, et seq.; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 et seq.; the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq.; the Illinois School Code, 105 ILCS 5/1-1 et seq.; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for your employees or your subcontractors' employees.
- Confidential Information. You may have access to or receive certain information that is not generally known to others ("Confidential Information"). You acknowledge that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, business plans, financial data, Student Data (as defined below), educational records, employee data, information relating to health records, and other information of a personal nature. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to you in the course of the performance under this order. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of you; (ii) made available to you by an independent third party having the legal right to make such disclosure; and (iii) information that you can establish and document to have been independently developed

or obtained by you without violating the confidentiality obligations of this order and any other agreements with the Board.

13. **Student Data:** You acknowledge that no student data, as defined herein, will be shared or collected unless AN AUTHORIZED REPRESENTATIVE OF THE BOARD HAS EXECUTED AN AGREEMENT WITH YOU WITH THE APPROVAL OF THE BOARD'S GENERAL COUNSEL. Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, including all information used, created, or generated through the use of any technology including but not limited to any software or applications, that is directly related to a CPS student. For purposes of this order, Student Data shall still be considered Confidential Information; additional requirements regarding Student Data specifically are described below.
14. **Use of Confidential Information:** You shall only use Confidential Information for the sole purpose of providing products and services to the Board pursuant to this order and shall not disclose the Confidential Information except to those of your directors, officers, agents, servants, employees, and contractors who need to know the Confidential Information in order to perform the services set forth in this order. You shall not copy or otherwise reproduce the Confidential Information for any purposes outside the terms of this order without the prior written consent of the Board. You shall use at least the same standard of care in the protection of Confidential Information as you use to protect your own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA").
15. **Handling of Confidential Information:** You shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are at least as safe as the following: (i) When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt; (ii) Encrypt all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). Confidential Information stored in any portable or removable electronic media shall only be mailed in accordance with the provisions of (i) above. Personally Identifiable Confidential Information, including but not limited to Student Data, shall not, under any circumstances, be stored on portable or removable media or devices; (iii) You shall not send with Encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption; (iv) You shall not leave Confidential Information in any medium unsecured and unattended at any time; (v) You shall keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access; (vi) You shall password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive Encrypted. You shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. You shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time; (vii) You shall secure the Confidential Information stored on your systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, you shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information; and (viii) Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Your network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. You shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as locally stored data.
16. **Dissemination of Information:** Other than as specifically allowed in this order, you shall not disseminate to a third party any Confidential Information and/or any Work Product (as defined below) obtained or developed in performance of services or delivery of products without the prior written consent of an authorized representative of the Board. If you are presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information and/or Work Product (as defined below) which may be in your possession as a result of services provided under this order, you 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. You 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.
17. **Injunctive Relief:** In the event of a breach or threatened breach of the obligations regarding Confidential Information, you acknowledge and agree that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, you agree 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.
18. **Unauthorized Access, Use or Disclosure of Confidential Information:** If you become aware of any unauthorized access, use, or disclosure of the Confidential Information, you shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from your receiving notice of the unauthorized access, use, or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use or disclosure, including if required under any federal or state law, providing notification to the affected persons. You shall bear the losses and expenses (including attorneys' fees) associated with a breach of your obligations for the protection and handling of Confidential Information including, without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. You shall include provisions consistent with this Section in contracts with any subcontractors providing any services under this order.
19. **Return and/or Destruction of Confidential Information:** You shall promptly cease using and shall return or destroy all copies of Confidential Information in your possession including copies stored in any computer memory or storage medium upon completion of the services and the delivery of products identified in this order. In the absence of a demand from the Board, you shall return the Confidential Information to the Board within thirty (30) days of the completion of the services. In the event that the Board elects to have you destroy the Confidential Information, you shall provide an affidavit attesting to such destruction. Destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, server, backup tape or other electronic device containing such Confidential Information. Notwithstanding the foregoing, you may retain one archival copy of the Confidential Information in your confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records, but such Confidential Information shall not be used and shall be stored in accordance with the terms of this order.
20. **Additional Obligations Regarding Treatment of Student Data:** In addition to the above stated obligations for the treatment and handling of Confidential Information, you shall abide by the following obligations when handling Student Data:
 - a. **Student Data Use.** You shall not use Student Data, including persistent unique identifiers, data created or gathered by your products, services and technology, to amass a profile about a CPS student or otherwise identify a CPS student. You will use Student Data only for the purpose of fulfilling your duties and delivering services under this order.
 - b. **Student Data Collection.** You will collect only Student Data necessary to fulfill your duties as outlined in this order.
 - c. **Marketing and Advertising.** You shall not advertise or market to students or their parents/legal guardians when the advertising is based upon any Student Data that you acquired because of the use of the products and services or the use of technology as part of the services. Advertising or marketing may be directed to a school or Board only if the student information underlying the marketing and/or advertising is properly de-identified.
 - d. **Student Data Mining.** You are prohibited from mining Student Data for any purposes other than those agreed to by the parties. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
 - e. **Student Data Transfer or Destruction.** You will ensure that all Student Data in your possession and in the possession of any subcontractors, or agents to whom you may have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose.
 - f. **Rights and License in and to Student Data.** All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this order is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the services under this order. Student Data shall remain under the control of the Board. You have a limited, nonexclusive license to the use of Student Data solely for the purpose of performing your obligations as outlined under this order. This order does not give you any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in this order. You do not have the right to sell or trade Student Data.
 - g. **Sale of Student Data.** You are prohibited from selling, trading, or otherwise transferring Student Data to any third parties, except with the express written prior consent of the authorized Board representative and written approval of the Board's General Counsel. This prohibition does not apply if you are purchased, merged, or otherwise acquired by another entity approved by the Board in accordance with the Assignment Section of this order, provided that you or successor entity continues to be subject to the provisions of this order with respect to previously acquired Student Data.
 - h. **Access.** Any Student Data you hold will be made available to the Board upon request. The identity of all persons having access to Student Data through you will be documented and access will be logged.
 - i. **Security Controls.** You will store and process Student Data in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in this order, as may be amended in writing by the authorized representatives of the parties and with the approval of the Board's General Counsel. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be secured in transit using https/TLS 1.0+, or secure FTP services. You are required to specify any Personally Identifiable Information (PII) collected or used. In addition, you must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Such safeguards shall be no less rigorous than accepted industry practices. You shall ensure that the manner in which Student Data is collected, accessed, used, stored, processed, disposed of and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this order. You will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. You will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Student Data security practices. You agree to share your incident response plan upon request.

You shall assure that all data that is transmitted between the Board's access points and your server(s), by you or your recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

- j. **Security Safeguards:** You agree to provide the following additional safeguards, particularly when handling Student Data: (i) include component and system level fault tolerance and redundancy in system design; (ii) encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser; (iii) encrypt Student Data at-rest and in-transit; (iv) authenticate users at login with a 128-bit or higher encryption algorithm; (v) secure transmission of login credentials; (vi) automatic password change routine; (vii) trace user system access via a combination of system logs and Google Analytics; (viii) secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software; (ix) conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised; (x) employ an in-line Intrusion Protection System that inspects incoming data transmissions; (xi) ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks; (xii) prevention of hostile or unauthorized intrusion; (xiii) screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Background Check Section in this order do not have access to Student Data. You shall provide the security measures taken to ensure that said employees do not have access to Student Data; (xiv) backup of all Student Data at least once every twenty-four (24) hours; and (xv) perform content snapshots at least daily and retain for at least ninety (90) days.
- k. **Data Security Manager:** You shall provide the Board with the name and contact information for your primary and alternate employee who shall serve as the Board's primary security contact

and who shall be available to assist the Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Student Data-related security breach. The designated contact shall respond to any Board inquiries within two (2) hours.

21. **Employees, Agents and Subcontractors:** You agree to cause your employees, agents and subcontractors to undertake the same obligations set forth in this order, particularly those regarding the handling of Confidential Information.
 22. **Software Prohibition: Compliance with the Student Online Personal Protection Act ("SOPPA"):** You are strictly prohibited from using or providing any digital, software, online or cloud platform, website, or application with the exception of the CPS Google Platform, including, but not limited to any educational technology and other student engagement or learning enrichment and curriculum platforms in connection with the Services You will be offering and providing to CPS under this Agreement.
 23. **Ownership:** You agree that, to the extent permitted by law, any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of the order ("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," you irrevocably grant, assign, and transfer to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All Confidential Information, Work Product, and intellectual property developed by, created for, or incorporating information gained from the services performed under this order, shall at all times be and remain the property of the Board. You 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 order within three (3) business days of demand. In addition, you 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 your possession, such items shall be restored or replaced at your expense.
 24. **Press Releases; Publicity; Board Intellectual Property:** You shall not issue publicity news releases; grant press interviews; use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools during or after the performance of any services without the prior written consent of authorized representatives of the Board. Furthermore, you shall not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or his/her designee.
 25. **Research Activities and Data Requests:** You shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event you seek to conduct research in the Chicago Public Schools or use CPS student data for research, you shall comply with the Board's External Research Study and Data Policy adopted on December 11, 2010 (19-1211-PO3), as may be amended from time to time. You acknowledge and agree that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Education Officer or his/her designee.
 26. **Audit and Records Retention:** You shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance with this order. You shall promptly rectify errors and resolve disputes that may be reported as a part of any such audit. You shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the delivery of products; progress, execution and costs of the services and compliance with applicable MBE/WBE requirements. Your failure to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge you for the cost of such audit. You shall maintain all records related to this order. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to this order and your performance of services and delivery of products. All records referenced above shall be retained for at least five (5) years after the termination or expiration of this order and shall be subject to inspection and audit by the Board. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. You shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
 27. **Termination:** The Board may terminate this order or suspend performance under it, in whole or in part, without cause at any time, by a notice in writing from the Board to you. The effective date of termination shall be stated in the notice or, if no date is stated, thirty (30) days from the date of the notice. No costs incurred after the effective date of the termination are allowed. Payment for products and services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in this order.
 28. **Default; Remedies:** The Board in its sole discretion may declare you in default, in whole or in part, if you, or the Board has reason to believe that you: (a) negatively affect the safety and/or welfare of students or Board staff; (b) misrepresented anything as an inducement of this order; (c) breached any term, condition, or warranty made in this order; (d) failed to perform any obligation or requirements of this order; (e) defaulted under any other agreement with the Board; (f) failed to comply with the Background Check Section of this order; or (g) assigned for the benefit of creditors or consented to the appointment of a trustee or receiver or filed, or had filed against you, any petition or proceeding under any bankruptcy, insolvency, or similar law that is not dismissed within sixty (60) days of the date of filing (each an "Event of Default"). In the Event of Default, the Board may seek any or all of its available remedies at law, by statute, or in equity, including but not limited to: (i) take over the services and hold you liable to the Board for any excess costs incurred in covering these services; (ii) terminate the order, in whole or in part, effective at a time specified by the Board; (iii) suspend services and the delivery of products during a cure period if the Board should allow you to cure the default; (iv) seek specific performance, an injunction, or any other appropriate equitable remedy; (v) money damages; and (vi) deem you non-responsible in future contracts to be awarded by the Board, and/or seek debarment of you pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended. The Board shall not be deemed to have waived or relinquished any of its rights and remedies if the Board fails to seek one or more remedy in the Event of Default.
 29. **Use of Board's Network:** If at any time, you have access to the Board's computer network, you warrant that you shall remain in compliance with the Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1), and the Board's Staff Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO2), both as amended. You shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO1), as may be amended.
 30. **Freedom of Information Act:** You acknowledge that this order and all documents submitted to the Board related to it are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws.
 31. **Background Check:** You 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. You shall not allow any Staff to: (1) provide services until the Board has completed a DNH Check; or (2) have contact with students until you confirm 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 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.
 - b. **Criminal History Records Check:** You shall, at your 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 Youth Registry.
 - c. **Department of Children and Family Services Check:** At your 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"). You 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, you further represent and warrant that you 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 your 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 to provide services if you know that he/she did not successfully pass a DCFS Check; (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:** You are obligated to cause the Background Check to be performed for all Staff, and you shall be responsible for the costs of such Background Check. Whether or not you allocate the costs to its subcontractors shall not affect your obligations under this order.
- If you fail to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this order, the Board may exercise additional remedies, including but not limited to (i) immediately terminating this order without any further obligation by the Board of any kind; (ii) seeking liquidated damages; or (iii) taking any other action or remedy available under this order 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 your non-compliance with this Section shall constitute a material breach of this order.

32. **Right of Entry:** You are permitted to enter upon Board property in connection with the performance of services specified in this order. You shall provide advance notice to the principal or, in the event of a non-school location, the CPS facility manager of any such intended entry. Consent to enter a site shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. You will comply and will cause each of your officers, employees, and agents to comply with any and all instructions and requirements for the use of such property.
33. **Chicago's Minimum Wage Requirements:** You must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <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 In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control. You must: (i) pay your employees no less than the Minimum Wage for work performed under the order; and (ii) require any subcontractors, sublicensees, or

subtenants, to pay their employees no less than the Minimum Wage for work performed under the order.

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

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

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of the order 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 you must pay the prevailing wage.

34. General Safety Guidelines When Services Provided at CPS Schools or Other Properties.

- a. You will be solely responsible for safety in performing the services. You will adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of your Safety Manual.
- b. You, both directly and indirectly through its subcontractors, will continuously protect the Board's property and adjacent property from damage, injury, or loss arising in connection with operations under this order. You will make good any such damage, injury, or loss. You are responsible for school site security.
- c. You, both directly and indirectly through your subcontractors and in working with CPS's third party contractors, will take all necessary precautions to ensure the safety of the public and workers in performing the services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the services are being performed.
- d. You will comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. You, and your subcontractors, will cooperate with any other vendors that may be performing work on a site; such compliance will include, but be not limited to, OSHA compliance and safety efforts. Upon the request of the Board, you and your subcontractors will provide the Board with their Exposure Control Plan, Hazardous Materials (HazMat) Communications Plan and other safety related documents and programs.
- e. In an emergency affecting the safety of life or adjoining property, you, without special instructions or authorization from the Board, are permitted to act, at its discretion, to prevent the threatened loss or injury.
- f. You will protect private and public property adjacent to where the services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the services are being performed. If the items are damaged by you or your subcontractors, you will make all necessary repairs to or replacements of them at no cost to the Board.
- g. If, in the opinion of the Board, the performance of the services endangers adjoining property or persons, upon written notice from the Board to you, the services and installations will be stopped and the method of operation changed in a manner acceptable to the Board. You acknowledge and agree that it will be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.
- h. You will maintain a written policy regarding drug and/or alcohol testing of employees and will implement such policy at any time that you, or any of your supervisory personnel, form a reasonable suspicion that such testing may have a positive result. The said policy will also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to insure that all subcontractors performing services maintain and implement similar testing policies, you will require a similar written policy in each subcontract. If the results of any such test are positive, you will, as soon as possible, contact the Board's Risk Management personnel concerning the results. The Board may require the removal, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

35. Installation and the Multi-Project Labor Agreement [When any construction or installation in CPS properties is involved]: To the extent required as part of the services, you acknowledge that the Board has entered into a Multi-Project Labor Agreement ("MPLA") with various trade unions regarding construction projects. A copy of the MPLA along with the signatory unions can be obtained through : http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborAgreement2015_2025.pdf and

http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborSupplementalAgreement2015_2025.pdf. You acknowledge familiarity with the requirements of the MPLA; its applicability to certain services performed by you, including your employees, agents, and subcontractors, and shall comply in all respects.

36. Restrictions:

- a. No Home Visitations: You shall not visit the homes of any CPS students to provide services under this order.
- b. No Student Transport: You shall not transport any CPS student in private vehicles. All transportation must be provided through a Board-approved transportation provider in coordination with the school principal and in compliance with the Board's Student Travel Policy (10-0526-PO1), as amended, and, in each case, such travel must be approved by the parent/guardian of each participating in writing.
- c. Communications with Students: Any direct communications between Staff and any CPS student, whether e-mail, text messaging, telephone, or Internet communications, must be conducted only on networks and devices that you provide. You must assure that nothing you do will cause CPS students to violate the Student Acceptable Use Policy (18-0822-PO2), as may be amended. You agree that CPS shall have the express right to review and receive copies of all such communications upon request.

37. Prohibition of Delegation of Performance: Neither party to the agreement shall delegate the performance of any obligation hereunder to any third person without the prior written consent of the other party hereto.

38. Assignments: Assignments made of any contract right shall cover all amounts payable and not already paid, and shall not be made to more than one party. Assignments shall comply with the requirements set forth herein and are subject to the Board's approval. You shall file a written notice of the assignment together with a true copy of the instrument of assignment with (a) the Chicago Public Schools, Department of Procurement, and (b) the surety or sureties upon the bond or bonds, if any, in connection with such contract.

39. Conflict of Interest: This contract is not legally binding on the Board if entered into 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 during the one-year period following the expiration or other termination of their terms of office.

40. Inspector General: Each party to this order 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.

41. Indebtedness: The Board of Education Indebtedness Policy (96-0726-EX3) adopted July 26, 1995, as amended June 26, 1996 (96-0626-PO3) is hereby incorporated into and made part of this order as if fully set forth herein.

42. Ethics: The Board of Education's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended, is incorporated into and made part of this order as if fully set forth herein.

43. Prohibited Acts: Within the three (3) years prior to the effective date of this order, you or any of your members if a joint venture or a limited liability company, or any of your or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

44. Debarment and Suspension: You certify to the best of your knowledge and belief, after due inquiry, that: (i) you, your principals, and the subcontractors providing services under this order are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A et seq.); (ii) you, your principals, and the subcontractors providing services under this order are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and (iii) you, your principals, and the subcontractors providing services under this order have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency. "Principals" for the purposes of this certification means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

45. Governing Law: This order and any claims or issues arising from or alleged to arise from the products and services provided pursuant to this order shall be governed in accordance with the laws of the State of Illinois. You irrevocably submit to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out of, or relating to, or in any way concerning the execution or performance of this order. You agree that service of process may be made on you, at the option of the Board, by either registered or certified mail addressed to the office identified in the Contractor's Disclosure Form that you provided to the Board or to the office actually maintained by you, or by personal delivery on any of your officers, directors, or managing or general agent. If you bring any action against the Board concerning this order, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

47. Controlling Agreement: You shall not request any CPS students or staff including school principals, administrative staff or other CPS employees to sign any form, memorandum of understanding or any other agreement for the delivery of the services. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by you. Even if a CPS student or staff or other Board user agrees to any agreement or license contained or referenced in the products or services or a quote from you, you acknowledge and agree that those terms and conditions are null and void and are not binding on the Board. You acknowledge and agree that the terms and conditions of this order represent the entire agreement of the parties for the products and services. No additional terms or conditions shall apply to the Board unless made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

48. Entire Agreement: This order constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to the order shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the order are of no force or effect.