

CONFIDENTIALITY AGREEMENT AND ACKNOWLEDGEMENT OF THE TALENT OFFICE POLICY WITH RESPECT TO CONFIDENTIAL INFORMATION

I acknowledge that, as a student teacher in the Chicago Public Schools system, I have been granted access to, or may learn of, confidential information relating to other employees, consultants, independent contractors, students, and/or classified projects during the course of my student teaching. Such information may come to me through various sources, including, but not limited to, electronic media, interoffice communications, internal publications, and/or verbal interactions. Such information may include, but is not limited to, names, addresses, telephone numbers, financial information, student grades, social security numbers, medical information, etc.

I further acknowledge that, as a condition of my student teaching placement, I shall not make known, provide access to, or otherwise disclose such confidential information to any persons or entities that do not have a legal entitlement to such information. I also acknowledge that I may not access confidential information to which I have been granted access in the course of my CPS student teaching for any reason not related to the performance of my duties as a student teacher of the Chicago Public Schools.

I understand that, in addition to violating the Policy of the Talent Office with Respect to Confidential Information, disclosure of confidential information to others who do not have a legal entitlement to that information may violate the Family Educational Rights and Privacy Act of 1974 (FERPA), the Illinois Student Records Act, and/or the Illinois Access to Personnel Records Act.

Finally, I understand that my failure to comply with the terms or conditions of this agreement shall subject me to immediate removal from my student teacher placement in accordance with the Pre-Service and Student Teacher Enrollment Policy.

By agreeing to this, I expressly acknowledge that I have read and fully understand the rules and requirements set forth above and the Talent Office Policy with Respect to Confidential Information as it applies to CPS student teachers.

CPS STUDENT TEACHER ACKNOWLEDGEMENT FORM

In consideration for my being considered as a Student Teacher Candidate by the Chicago Public Schools ("CPS"), I hereby agree as follows:

1. I acknowledge that I must provide my own transportation to and from the Board of Education of the City of Chicago ("the Board" or "CPS") and/or my assigned school.
2. I understand that I must carry personal identification and wear any Board-supplied identification at all times when I am on CPS property.
3. I will take all reasonable steps to maintain health insurance coverage during my participation in the Student Teaching Program ("Program") and will comply with all health, TB testing, and immunization requirements of the Board.
4. I will adhere to my assigned schedule and, as directed by my CPS Cooperating Teacher and my University Field Instructor, I will give my assigned CPS School and my university timely notice if I will be absent or if I require a schedule change.
5. I will attend and participate in administrative meetings and professional development opportunities as directed by the CPS School Program Coordinator or her designee. It

is understood that I may be excused from attending any CPS meetings/professional development activities that conflict with mandatory university activities.

6. I will maintain confidentiality with respect to Board employees, subcontractors, CPS students, the Board's business operations, and/or trade secrets; and will comply with any and all State and Federal laws, and Board Policies and Rules that relate to Participating Student Teacher activities and conduct under the Program. In particular, but not by way of limitation, I will not violate, or act or fail to act so as to cause another Party to violate the following as applicable: the State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) and the Drug Free Workplace Act (30 ILCS 580/1 et seq.). I will take all measures necessary to ensure the confidentiality of any and all information in my possession regarding CPS Students and the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIP AA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR").

In addition, I acknowledge that certain information concerning CPS students, whether pre-existing or created by the Board, by me, or by others, is confidential by reason of University or Board policy, the Family and Educational Rights and Privacy Act of 1974 (20 U.S. c. 1232g), hereinafter, "FERP A"), otherwise known as the Buckley Amendment, the Illinois Student Records Act. I shall protect these records in accordance with FERP A, the Illinois Student Records Act and University or Board policy, and the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"), as applicable.

7. I will not transport any CPS student by car or otherwise, under any circumstances.
8. I agree to submit to a fingerprint based, criminal history records check as described in the Student Teaching Registration Packet found on the CPS Student Teaching Website, in accordance with the Illinois School Code [105 ILCS 5/34- 18.5]; the Sex Offender and Child Murderer Community Notification Law (SORNA), 730 ILCS 152/101, et seq; the Child Murderer Violent Offender Against Youth Registration Act, 730 ILCS 154/1, et seq. (Source: P.A. 94-945, eff. 6-27-06) (last updated March 4, 2010); and the Adam Walsh Child Protection and Safety Act of 2006, all as amended from time to time. Such complete records check ("Records Check") consists of the following:
 - Fingerprint-based checks criminal history records check,
 - Check of the National Sex Offender Registry through the FBI,
 - Check of the Illinois Sex Offender Registry (IL-SOR) through the Illinois State Police (ISP), and
 - Check of the Illinois Violent Offender Against Youth Registry (see below).

I represent and warrant that I have never been convicted of any of the criminal or drug offenses enumerated in subsection (c) of § 105 ILCS 5/34-18.5 as from time to time amended, or any offenses enumerated under the Sex Offender and Child Murderer Community Notification Law, or the Child Murderer Violent Offender Against Youth Notification Law; and I have not been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a

felony under the laws of Illinois.

I agree to submit to the above procedure regarding background investigations and to fully cooperate and provide the CPS and its agents with all necessary information in order for the CPS and its agents to perform all such above checks. I agree that I will be required to pay the Record Check fee as specified in the Application and Registration Packet.

In the event that any of this Background Check is conducted by an entity other than the CPS, I hereby consent to have such other entity transmit the results of such Background Investigation to the CPS. In the event that the CPS conducts the Background Investigation, I hereby consent to have the CPS transmit the results of such Background Investigation to my University.

9. I will adhere to all of the requirements of my University's Student Teaching Program.
10. I will following the administrative policies, standards, and practices of the Board and the CPS internship site, including but not limited to the Student Teacher and Pre-Service Teacher Enrollment Policy (06-0426-P01), dated April 26, 2006, as amended from time to time. All Board policies are located at <http://policy.cps.k12.il.us>.
11. I understand that the Board may use any of the following in making the decision whether to give me a Student Teacher Placement or not:
 - i. the availability of Student Teaching Placements;
 - ii. Background Investigation results;
 - iii. TB Test (or X-ray) results; and if I am applying for a Student Teaching Placement for Winter 2009 or thereafter,
 - iv. the Board's evaluation of my Application.
12. I understand that the Board shall have the right to immediately remove me from the premises of a school and shall have the right to refuse to allow me to enter onto Board property in the future for any the following reasons:
 - . I willfully act in such a way that endangers or may endanger the safety and/or the emotional or physical welfare of a CPS student or employee or visitor;
 - i. I am criminally convicted of a drug offense or any other crime that would prevent my certification as a teacher in the state of Illinois or the state where my University is located;
 - ii. I intentionally damage the Board's property;
 - iii. I engage in illegal drug use;
 - iv. I violate the rules and policies of the Board and its schools.
13. I understand that my Student Teaching Placement may be terminated by the Board, after notice to and consultation with the University Liaison, for any of the reasons specified in Paragraphs L (i - v) above and for any of the following reasons:
 - . It is determined that my health status will prevent me from materially satisfying my Student Teaching requirements;
 - i. I fail to comply with the provisions of HIPAA or the Illinois Student Records Act or FERPA; or
 - ii. I fail to cure any material breach of the terms and conditions described in this Student Teacher Acknowledgement Form within five (5) business days of receiving a written notice of my breach from the Board. I understand that

these cure provisions do not apply to any violations by me of my obligations regarding HIPAA, the Illinois Student Records Act, or FERPA, for which there is no opportunity to cure.

14. I understand that if I wish to conduct any research activities involving CPS students or CPS staff, or if I wish to publish any research materials based on my Student Teaching Placement /or my interactions with CPS students or staff, in addition to obtaining any and all University pre-approvals for a research project, I must comply with the following:
 - . I must give my CPS Cooperating Teacher, for his/her approval, (a) a written description of the proposed research; (b) a written description of how I plan to protect and maintain the privacy of students and participants in the study; and (c) samples of the notices and consents that I plan to use for obtaining written consent from the parents of student research participants who are under the age of 18 and the consent of research participants who are 18 years of age or older. I understand that this consent shall not be unreasonably withheld.
 - i. After my Cooperating Teacher has approved my proposed research project and my notice and consent documents in writing, I understand that I must comply with the CPS Research Study and Data Policy adopted on November 14, 2007, as may be amended from time to time.
 - ii. I understand that I may not begin any research activities or obtain data for research purposes without the prior written consent of my Cooperating Teacher and the prior written consent of the Chief Officer of the Office of Performance or his/her designee.
 - iii. I understand that when the research study is completed, I must timely provide a copy of the final research results and any articles that are published within one (1) year of the conclusion of my student teaching experience to the CPS School Program Coordinator upon request. I further understand and agree that the Board shall have the right to use the information in my research report and my research findings for educational programming or services, planning, solicitation of grants, staff development, and any other non-commercial purposes to improve instruction or services to students of the Chicago Public Schools.
 - iv. I understand that I may not, under any circumstances, identify any CPS student or Board employee or subcontractor by name in a case study or in any published research unless I have obtained prior written consent from each of the subjects or their parents or guardians, as applicable, in accordance with the provisions of this Section N.
15. I agree that no Board member, employee, agent, officer or official shall be personally charged by myself with any liability or expense under this agreement or be held personally liable under this agreement to me. To the extent permitted by law, I understand that the Board is not responsible for any personal injury that I may suffer while providing student teaching services to the Chicago Public Schools. I also understand that the Board is not responsible for any property of mine that is lost, stolen or damaged on the school's premises.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles. No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

