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THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

SERVICES AGREEMENT

[Project: Educational Technology and Digital Resources]

(CARNEGIE LEARNING, INC.)

This Services Agreement ("**Agreement**") is effective as of July 1, 2025 ("**Effective Date**") and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and CARNEGIE LEARNING, INC., an organization authorized to do business in Illinois with principal offices located at 4 Smithfield Street, Floor 8, Pittsburgh, PA, 15222 (the "**Vendor**"). The Board and Vendor may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. The Board issued a Request for Qualifications Specification No. 24-737 (the "**RFQ**") in which the Board sought Educational Technology and Digital Resources.

B. Vendor responded to the RFQ and was pre-qualified to provide service as further defined herein.

C. Vendor has demonstrated expertise in providing the Services described herein, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such Services, and is desirous of providing such Services for the Board.

D. The Board and the Vendor now wish to execute a master agreement in the form of this Agreement, that defines the nature of their relationship, specifies the Services that Vendor is qualified and permitted to provide hereunder, establishes pricing, and describes the manner in which Services will be requested of the Vendor and furnished by Vendor.

E. Vendor acknowledges that it is not guaranteed or entitled to receive assignments or payments solely by virtue of entering into this Agreement.

F. The Parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which goods and services will be furnished by Vendor.

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

I. General Terms & Conditions

1. **Term of the Agreement.** This Agreement will commence on July 1, 2025 and end on June 30, 2028 (the "**Term**"). The Agreement may be renewed at the Board's sole option for two (2) successive period(s) of two (2) years (the "**Renewal Term**"). For the purpose of this Agreement, "**Renewal Term**" shall mean that period of time after the Term expires in which the Agreement is allowed to continue following the affirmative act of the Board to exercise the right to renew that is reserved in the Agreement. The Renewal Term may be exercised collectively or in individual renewal terms. The Renewal Term shall exist as an option to be exercised at the sole and absolute discretion of the Board by serving Vendor with at least a thirty (30) day written notice prior to the expiration of the Term. The exercise of any Renewal Term shall be evidenced by a written renewal agreement signed by both Parties. The Board may elect for any reason, with or without cause, to not renew the Agreement. Any license–including but not limited to any software license or product license–granted by Vendor to the Board under this Agreement shall be subject to the term length set forth in this paragraph.

2. **Scope of Work.** Vendor shall provide and deliver in full to the Board the work described in this Agreement, including any scope of work, statement of work, or amendments. The Board retains final authority with respect to all service related decisions. Vendor products authorized under this agreement are detailed in the attached hereto and incorporated hereion Exhibit B. Additional Vendor products may be authorized at the Board's discretion by way of the Change Management Process described below.

2.1. For the purposes of this Agreement, the "**Scope of Work**" is defined as the goods or services that are to be provided to the Board under this Agreement and as more fully developed in Exhibit A, which is attached and incorporated into this Agreement. From time to time, the Board may, at its discretion, modify or supplement the Scope of Work by means of an "Amendment" or "Statement of Work."

2.2. Change Management Process. From time to time during any term of this Agreement, the Parties may clarify or manage the Scope of Work by executing a "Statement of Work."

2.2.1. For purpose of this Agreement, a "**Statement of Work**" (or "**SOW**") is a document that is executed by the Board's "Authorized Representatives" for the purpose of managing the project that is the subject of the Agreement, with each document being numbered sequentially in order of execution. Each SOW shall be subject to the terms of the Agreement.

For illustrative purposes only, a SOW might include, further description of the goods or services to be provided, further delineation of the roles and responsibilities of the Parties, timelines for delivering the Scope of Work, deliverables, and any other similar terms necessary to manage workflow and processes. A SOW may not be used to effect a "Material Revision" to the Agreement. A "Material Revision" shall be effective only if done by way of an Amendment.

2.2.2. For the purpose of this Agreement, an "**Authorized Representative**" means that individual authorized by the Agreement to act on behalf of each "Party." If the Agreement is governed by a Board Report or PRDA, the Authorized Representative of the Board shall be the officer authorized to execute Ancillary Documents.

2.2.3. For purposes of this Agreement, a "**Material Revision**" is defined to include a change to the Agreement, including but not limited to (i) increasing the unit cost of the Scope of Work; (ii) substantially expanding the Scope of Work beyond that approved under the Agreement; (iii) extending the time of performance of the Scope of Work beyond the time period approved under the Agreement; (iv) modification of the legal terms and conditions of this Agreement such that the legal standing, risks, and/or liabilities of the parties are impacted.

2.2.4. For the purpose of this Agreement, an "**Amendment**" means a written document that modifies a material or essential term of the Agreement and that is approved by the Board, its General Counsel, and executed by each "Party" to the Agreement.

2.3. Remote Services. If directed by the Board, Vendor shall provide or deliver any services within a Scope of Work remotely. The Board shall notify Vendor in the event that remote services are needed, and the Parties must cooperate to establish remote services as the Board shall direct from time to time.

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2.4. Work Interruption. In the event of any strike, picketing, work stoppage, slowdown, demonstration, or any other lawful or unlawful activity that disrupts Vendor's performance under the Agreement, Vendor shall immediately ensure continued and uninterrupted performance of work in accordance with the terms of the Agreement, or as the Board may otherwise direct. In the event of threatened or actual work interruption, the Board may, at its discretion, direct Vendor to use any of the following methods to prevent interruptions: 1) use of Vendor's non-union employees or an alternative courier to deliver goods and services; 2) delivery of any goods or services to any alternative sites; 3) use of Board employees as the Board might direct at its sole discretion; or 4) any other alternative means to prevent disruption. Vendor shall also enforce any no-strike clauses Vendor has in its collective bargaining agreements to prevent work disruption. Any alternative delivery methods utilized under this section shall be approved by a representative designated by the Board.

2.5. Preparation for Delivering the Scope of Work. Upon commencement of the Agreement, Vendor shall familiarize itself with the workings, operations and processes of the specific CPS department that will receive the work to ensure Vendor delivers the Scope of Work consistent with the department's infrastructure, operating systems and expectations. Vendor shall fully cooperate with other Board contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other Board contractors. Vendor shall not intentionally commit or permit any act which will interfere with the performance of work by any other Board contractors.

2.6. Charter School Participation. Any Board eligible charter school is entitled to purchase at their own costs any work that is the subject of this Agreement on similar terms and conditions. If the charter school is authorized by its governing bodies to make the purchases, the school shall issue its own purchase order(s) to Vendor. The Board assumes no responsibility, obligation or liability of any nature or manner stemming from such purchases.

3. Compensation; Purchase Orders; Billing and Payment Procedures.

3.1. Compensation; Maximum Compensation Amount. Compensation for any work to be done under the Agreement, including any portion of the Scope of Work, shall be payable subject to a Schedule of Compensation, which is attached and incorporated as Exhibit B. The Schedule of Compensation reflects the prices the Parties have mutually agreed to and are not subject to change during the Term, including, if applicable, any Renewal Term, unless such change is authorized by the Board. The Board shall under no circumstances be liable for any costs not expressly specified in the Agreement, including reimbursable expenses.

The aggregate maximum compensation payable to all Vendors in the Pool for Services during the Term shall not exceed the amount stated on the Board Report cited on the signature page of this Agreement (the "**Maximum Compensation Amount**"), as may be amended. Under no circumstances shall the Board be liable during the Term for any amount that exceeds the Maximum Compensation Amount.

For purposes of this Agreement, "**Board Report**," if specifically cited on the main signature page of this Agreement, shall mean that document having its own unique identifier that reports the official action taken at a meeting of the Board wherein the Board authorized entering into this Agreement and set out certain mandatory terms to govern the Agreement, including but not limited to the maximum compensation amount for which the Agreement shall not exceed.

It is understood and agreed that the Maximum Compensation Amount referenced hereinabove is a 'not-to-exceed amount' and is not a guaranteed payment.

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Compensation shall be based only on those goods and services that are delivered and are in compliance with the terms of this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received for goods and services not provided. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other agreement between Vendor and the Board. Any refund owed to the Board under this Section shall be reimbursed no later than thirty (30) days after being notified by the Board of the overage.

3.2. Purchase Orders. All purchases made under this Agreement must be done through a Purchase Order. The Board is not liable, monetarily or otherwise, for any purchase made without a Purchase Order. For the purposes of this Agreement, "**Purchase Order**" means that form issued by the Board for the purchase of goods or services, that has a unique identification number, and its own terms and conditions, which terms and conditions shall supplement but not be applied to be inconsistent with this Agreement.

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

- Vendor name and payment address
- Unique invoice number (determined by Vendor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- Itemized description of any part of the Scope of Work that was delivered
- Date any part of the Scope of Work were provided and delivered to CPS
- Detailed pricing information for the goods or services, such as quantities, unit prices, discount, or final net amount due.

Invoices shall be submitted in accordance with the Schedule of Compensation and must reflect all services rendered or goods delivered as of the date of the invoice. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of the Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local Government Prompt Payment Act [50 ILCS 505/1 *et seq*.]. The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify any goods or services to be provided under the Agreement.

3.4. Subcontractor Payments. Vendor must compensate its subcontractors within 15 days after receiving payment from the Board, if the subcontractor has satisfactorily provided services to the Vendor in furtherance of this Agreement and it has furnished all reasonable information requested by Vendor to process the payment. Vendor shall not withhold payment properly owed to any subcontractor in retaliation for a subcontractor exercising its legal or contractual rights. Vendor shall only withhold payment if it has a legally justifiable basis for withholding the payment.

If the Board receives notice that Vendor has neglected or refused to compensate in full its subcontractors, workmen, or employees for services they have rendered to Vendor in

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Vendor's performance of the Agreement, the Board may refuse to direct further work, purchase orders, or payments until Vendor has satisfactorily resolved its disputes in full.

Vendor shall have ten (10) days to resolve any payment dispute with its subcontractors, workmen or employees after Vendor is notified by the subcontractor, workmen or employee, or after receiving written notice from the Board. If Vendor fails to resolve the dispute within that time, the Board may, in addition to the other recourse stated in this Section, direct payments owed to Vendor be first paid to the subcontractors, workmen or employees or that any bond or surety be used to satisfy these obligations. Vendor shall remain subject to and liable for satisfying the Agreement's full surety and bonding requirements, and the Board's use of the surety and bonding to satisfy Vendor's liability to its subcontractors, workmen or employee does not waive these requirements.

4. **Standards of Performance.** The Chief Procurement Officer (CPO) shall determine whether the work required under the Agreement has been performed satisfactorily. Vendor shall devote, and shall cause all of its employees, agents, and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and to the satisfaction of the CPO. Vendor shall retain and utilize, as required by law or by the Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with the Agreement are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of goods and/or Services or payment for the same by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Services. Vendor shall remain financially and legally responsible to the Board for the professional and technical accuracy of all goods and Services, including any other deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

5. **Personnel.**

5.1. Adequate Staffing. The Board has retained Vendor because of Vendor's expertise and that of its employees, agents, volunteers and subcontractors (collectively referred to as "**Staff**"). For the purpose of this Agreement, "**Staff**" shall mean subcontractors, employees, agents, volunteers, contractors, or anyone authorized in this Agreement to act on behalf of Vendor or the Board, including a general manager or Authorized Representative. Vendor must assign and maintain during the Term of the Agreement and any renewal of it, adequate and competent Staff that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board determines, in its sole discretion, that any of Vendor's Staff is not performing in accordance with the performance standards or other requirements of the Agreement, or whose conduct is contrary to Board Rules and Policies, the Board shall have the right to direct the Vendor to remove that Person from performing any work under this Agreement.

5.2. Screening and Monitoring of Staff. The use of any third-party contractor is subject to the terms and conditions of this Agreement, including screening and monitoring the Staff of such third-party contractors. Vendor shall submit the Staff screening and monitoring process of the third-party contractor for Board approval. The Board is not liable for any goods or services rendered by any third-party, including subcontractors, that were not previously approved by the Board or its designated representative, unless adopted at

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the sole and absolute discretion of the Board (or the authorized Board Staff) and shall be made in writing and executed by the Parties, and, if applicable, the subcontractor.

5.3. No Authority to Act on Board's Behalf. Vendor acknowledges that it is not an Authorized Representative of CPS or the Board. Vendor also acknowledges that all authorizations and approvals from CPS for the Scope of Work are subject to all requirements of this Agreement and must be made only by authorized Staff of CPS.

5.4. Removal and Reassignment. Vendor agrees to remove any Staff from performing any work under the Agreement if the Board, in its sole discretion, believes that such individual is not meeting the Board's performance expectations or is endangering the safety or welfare of any CPS Staff or student. Vendor further agrees to bear any costs associated with the removal of such Staff. Vendor shall have a transition plan for all critical Staff on this account. In the event of removal, reassignment or departure, Vendor will provide transitional coverage of any critical Staff within five (5) business days and will have new Staff fully in place within sixty (60) days of the request for removal being made.

6. Principal's Right to Direct. If any work under this Agreement is to be performed at a school, the principal at the school shall have authority to direct Vendor or other Person involved in performing the work.

7. Non-Appropriation. Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under the Agreement, the Board shall notify Vendor and the Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Agreement are exhausted. Payments for goods or services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under the Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under the Agreement. Vendor's sole recourse is for payment of work it has performed under an appropriated basis or budget, and waives all claims against the Board and its Staff for work that was not the subject of a proper appropriation or budget.

8. Termination; Suspension; Events of Default.

8.1. Early Termination. The Board may terminate the Agreement in whole or in part, without cause or penalty, at any time, by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received, or the date stated in the notice, whichever is later. After notice is received, Vendor must restrict its activities, and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in the Compensation Section of the Agreement.

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

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

8.2. Suspension of Services. The Board upon written notice may direct Vendor to suspend

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delivery of Services in whole or part. Vendor shall promptly resume delivery and performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Vendor.

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

A. Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff.
B. Any material misrepresentation by Vendor in the inducement or the performance of the Agreement.
C. Failure of Vendor to perform any of its obligations under the Agreement, including, but not limited to, the following:

i. Failure to perform any portion of the Services in the manner specified in the Agreement.
ii. Failure to maintain sufficient personnel and equipment or sufficient material to ensure the timely performance of the Services.
iii. Failure to promptly re-perform or re-deliver within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory.
iv. Discontinuance of the contracted goods and/or Services, including failure to procure goods comparable in nature, quality and use, should the contracted for goods be discontinued at no additional cost to the Board.
v. Failure to comply with any term of the Agreement, including but not limited to, the provisions concerning insurance, nondiscrimination, and any other acts specifically and expressly stated in the Agreement constituting an Event of Default.
vi. Failure to meet MBE/WBE project participation goals.

D. Default by Vendor under any other agreement Vendor may presently have or may enter into with the Board.

E. Where Services include contact with CPS students, any failure to comply with the Background Check requirements, in whole or in part.

F. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law that is not dismissed within sixty (60) days of the date of its filing.

G. Failure to submit invoices within 30 days of completion of work or submission of invoices that do not accurately reflect the goods or services delivered as of the date of invoice.

8.4. Remedies. The Board, in its sole discretion, may declare Vendor in default, in whole or in part, if Vendor commits an Event of Default. The CPO may, but is not required to give Vendor an opportunity to cure the default within a certain period of time ("**Cure Period**"). The CPO shall give Vendor written notice of a default, informing the Vendor of their obligation to cure the default within a prescribed time ("**Cure Notice**") or, if no opportunity to cure is granted, a default notice ("**Default Notice**").

If after receiving a Cure Notice, Vendor fails to cure the default within the Cure Period, the CPO may issue a written Default Notice. A written Default Notice shall be final and effective termination of the Agreement, effective on Vendor's receipt of such notice or on the date set forth in the notice, whichever is later. When a Default Notice is given,

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Vendor must discontinue all Services, unless otherwise specifically directed in the notice, and Vendor must deliver to the Board all materials prepared or created in the performance of the Agreement, whether completed or in-process within the time period identified by the Board.

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

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

The Board, at its sole and exclusive discretion, may elect not to declare Vendor in default or to terminate the Agreement. If the Board permits Vendor to continue to provide the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under the Agreement nor shall the Board waive or relinquish any of its rights under the Agreement, at law, in equity or by statute. The Board shall not be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future. The CPO may terminate the Agreement by issuing a subsequent Default Notice.

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

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

8.5. Transition; Turnover of Documents and Records. Upon expiration or termination of the Agreement for any reason, Vendor shall cooperate in good faith with the transition to a new vendor or alternative operation at the direction of the Board. The Board may request, at least thirty (30) days after the contract's effective date of termination or

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expiration, return of all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to the Agreement or the performance or furnishing of Services. Absent such a request, Vendor shall destroy all Confidential Information and data in accordance with the Agreement.

9. **Assignment.** This Agreement shall be binding on the Parties and their respective successors and assigns, and neither Party may assign the Agreement without an Amendment to the Agreement.

10. **Intellectual Property.**

10.1. Intellectual Property Defined. Intellectual Property shall mean all trademarks, copyrights, patents and other intellectual property rights in the materials used in the performance of Services under this Agreement.

10.2. Board's Intellectual Property. Vendor agrees that all Confidential Information, as well as any intellectual property arising therefrom, shall at all times be and remain the property of the Board. The Board's intellectual property shall include any documents and materials created by the Board either alone or in cooperation with Vendor in connection with the Services, including but not limited to such materials that are adapted or reproduced from Vendor's materials ("**Board Materials**"). Board Materials shall exclude any and all (i) third party intellectual property, and (ii) pre-existing Vendor intellectual property that is delivered to the Board as part of the Services. Any and all unfinished documents, reports, writings, procedural manuals, forms, source code, object code, charts, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of Services ("**Work Product**") is exclusively deemed to be "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq*. To the extent that any Work Product does not qualify as a work for hire, Vendor irrevocably grants, assigns, and transfers to the Board 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. Upon written agreement between the parties, Vendor may be licensed to use the Board's intellectual property for specifically defined uses and terms.

Unless otherwise specified in this Agreement, all of the foregoing items shall be delivered to the Board upon demand, shall be promptly delivered to the Board upon expiration or termination of the Agreement within three (3) business days of demand. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

10.3. Vendor's Intellectual Property. All Intellectual Property owned by Vendor prior to, created independently of the Services under this Agreement shall be and remain at all times "Vendor's Intellectual Property", provided that none of the Board's Confidential Information is used or disclosed in Vendor's Intellectual Property and such Intellectual Property is not Work Product. In the event that any Confidential Information is used or disclosed in any such Intellectual Property, it is the Board's Intellectual Property, and the Board shall have full and exclusive ownership rights to such Intellectual Property. Other than as may be expressly stated elsewhere in this Agreement, Vendor grants to the Board a perpetual, royalty-free, non-transferable license to use such of Vendor's Intellectual Property for non-commercial, educational purposes.

10.4. Third Party Intellectual Property. Vendor represents and warrants to the Board that Vendor, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or

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other confidentiality or proprietary right of any person or other third party.

10.5. Survival. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

11. Representations and Warranties of Vendor. Vendor represents and warrants that the following shall be true and correct as of the effective date of the Agreement and shall continue to be true and correct during the Term of the Agreement and any Renewal Terms.

11.1. Warranty of Services. Vendor represents and warrants that its work will be free of errors or defects. The warranties contained in this Section will continue for the duration of the Agreement. If Vendor becomes aware, whether through the Board or otherwise, of any non-performance, error or defect covered by the foregoing warranties, Vendor shall, at its own expense, promptly correct such non-performance, error or defect within, but in no event later than thirty (30) days after notification by the Board. Any repair or replacement of deliverables thereof will be additionally and automatically warranted therein.

11.2. Warranty of Title. Vendor warrants title to all goods and services sold to the Board and warrants that all goods sold to the Board are free and clear from all liens, contracts, chattel mortgages, or other encumbrances; and that Vendor has the lawful right to dispose of and sell such good, and that Vendor shall warrant and defend the Board for all claims contesting proper title.

11.3. Assignment of Warranties. Vendor has the right, title and ability to assign and shall assign to the Board any third-party warranties concerning the Services provided under the Agreement to the Board.

11.4. Licensed Professionals. Vendor is appropriately licensed under Illinois law to perform Services required under the Agreement and shall perform any work under the Scope of Work for which a professional license is required by law and for which Vendor and its Staff are not appropriately licensed. Vendor agrees to provide copies of all licenses within seven (7) business days upon the Board's written request.

11.5. Technical Accuracy. The Scope of Work will be performed in strict accordance with the provisions and requirements of this Agreement.

11.6. Compliance with Laws. Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to the Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), the Illinois School Student Records Act ("**ISSRA**"), the Student Online Personal Protection Act ("**SOPPA**"), the Children's Online Privacy Protection Act ("**COPPA**"), and any others relating to non-discrimination and as applicable. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at http://www.cps.edu/.

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

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

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

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

11.11. Freedom from Communicable Disease. Vendor shall require all persons assigned to perform any work under the Scope of Work to show evidence that they are free from communicable disease, including tuberculosis. Acceptable evidence is described in the Illinois School Code, 105 ILCS 5/24-5. From time to time, the Board may require Vendor to demonstrate its compliance with the provisions of this Section.

11.12. Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct as of the effective date of this Agreement. Vendor has an ongoing duty to promptly notify the Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

11.13. Third Parties' Property and Information. In performing and delivering the Services under the Agreement, Vendor shall not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party and will not improperly use any third party's confidential information. Vendor shall have, without encumbrance, all ownership, licensing, marketing, and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement.

11.14. Free of Computer Viruses. For the duration of the Agreement and to the extent Vendor and its Staff interfaces with the Board's technology system, Vendor shall have an ongoing duty to protect against the introduction of malicious code, malware, Trojan horses, ransomware, worms or other computer viruses. Vendor shall employ commercial best practice standards to ensure and protect the Board against such infections.

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

A. It, its principals, or its subcontractors providing any of the Scope of Work under the Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33E).
B. It, its principals, or its subcontractors providing any of the Scope of Work under the Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of state or local government.
C. It, its principals, or its subcontractors providing any of the Scope of Work under the Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

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

11.16. Prohibited Acts. Within the three (3) years prior to the effective date of the Agreement,

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Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

11.17. Survival. All representations and warranties will survive inspection, acceptance, payment and expiration or termination of this Agreement. Nothing in the foregoing representations and warranties will be construed to limit any other rights or remedies available to the Board under the law and the Agreement.

12. Background Check and Training Requirements. The Board shall have the unfettered right for any term of this Agreement to conduct or cause to be conducted Background Checks on any of Vendor's Staff who might be in contact with any CPS student during any term of the Agreement. Vendor agrees that it will comply with any Background Check demands, requirements and processes established by the Board. Vendor further agrees to comply with any mandatory training demands, requirements, and processes established by the Board, including all pre-employment and/or on-going training requirements, for any of Vendor's Staff who might be in contact with any CPS student during any term of the Agreement. For the purpose of this Section of the Agreement, having contact with a CPS student includes but is not limited to, physical contact, contact facilitated through technology, electronic, digital, analog, other intermediary medium of communication, or through a third-party. Some current examples of how a Staff could come in contact with CPS students are through: text messages, live chats, emails, any other digital or online media, telephone, in person, or other similar means.

The Board from time to time during any term of the Agreement, may impose additional Background Check demands, requirements or processes by providing notice to Vendor. The Board shall be the final arbiter of whether any Background Check or mandatory training has been done to its satisfaction. It is a material breach of this Agreement for Vendor to permit its Staff to be in contact with CPS students without undergoing and successfully passing the Background Check or mandatory training required in this Section. Vendor shall bear all costs and expenses for all Background Checks and mandatory training required by the Board, including any performed by or at the direction of the Board. For the purposes of this section, "mandatory training" shall mean all pre-service, post-induction, and/or ongoing trainings, whether in person, virtual, or hybrid that may be assigned to Vendor Staff via the Board's online training platform or by other means. "Mandatory training" shall also include any individualized trainings assigned to any specific Vendor Staff member by the Chief Executive Officer, Chief Title IX Officer, or their designee, and must be completed according to the individualized training plan provided to the Vendor Staff. All Vendor's Staff who might be in contact with any CPS student during any term of the Agreement must complete mandatory trainings prior to having contact with CPS students or in accordance with the individualized training plan provided to the Vendor Staff. It shall be the responsibility of each Vendor to ensure that each member of Vendor's Staff complies with all mandatory training requirements.

Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check and assigned mandatory training in accordance with the following requirements:

12.1. Do Not Hire Check. The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to the Agreement by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation are prohibited from providing services under this Agreement.

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12.2. Criminal History Records Check. Vendor shall subject each Staff who may have contact with a CPS student criminal history Background Check. Vendor agrees to comply with the process established by the Board, including using the Board's contracted vendor for conducting such checks. Vendor shall subject each Staff for the purpose to this Section to the following criminal history Background Check:

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

When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and is prohibited from having contact with any CPS student.

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

12.4. Background Check Processes. With respect to each Background Check, Vendor shall:

A. Obtain from each of its prospective and current Staff and provide to the Board a signed copy of any release and consent required to conduct the Background Check in the form determined by, and as directed by the Board.
B. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check.
C. Immediately notify the Board of any violation of any Background Check requirements, and remove and terminate access by any Staff who has not been subjected to any required Background Check.

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

Liquidated damages shall be calculated as $5,000.00 per occurrence for each time a Staff has contact with CPS students without being subjected to the required Background Check, and/or for each time Vendor fails to comply with the Board's mandatory training requirement(s).

13. Research Activities and Data Requests. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research purposes in connection with the

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Agreement or for any other purposes, Vendor shall comply with the Board's External Research Study and Data Policy adopted December 11, 2019 (19-1211-PO3), as may be amended from time to time. This Agreement does not authorize Vendor to conduct such Research absent separate approval under the aforementioned policy. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Director of School Quality Measurement and Research, or as otherwise provided in the Policy.

14. **Use of Board's Network; Acceptable Use Policies.** If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted August 28, 2019 (19-0828-PO1), and the Board's Staff Acceptable Use Policy, adopted August 28, 2019 (19-0828-PO3), both as amended, during the Term of the Agreement and any renewals thereof. Vendor shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 28, 2019 (19-0828-P21), as may be amended.

15. **Independent Contractor.** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor, and neither Vendor nor its Staff are entitled to receive employee benefits from the Board. As an independent contractor, Vendor agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. Vendor agrees that it and its Staff are prohibited from representing themselves as employees or agents of the Board and that at all times, they are at the direction and control of Vendor. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to social security number or federal employer identification number.

16. **Indemnification.** Vendor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims arising out of or incident to the negligent acts, omissions, or willful misconduct in the performance of nonperformance of the Agreement by Vendor, its offers, agents, employees, contractors, subcontractors, licensees, or invitees. The Vendor waives the right to deny the Board invocation of its indemnification rights under this Agreement.

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

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

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses. The indemnities set forth herein shall survive the expiration or termination of the Agreement.

17. **Non-liability of Board Officials.** Vendor agrees that no Board member, employee, agent,

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officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to Vendor, its members if a joint venture, or any subcontractors.

18. **Board Not Subject to Taxes.** The Board is exempt from both the federal excise tax and the State of Illinois sales tax under Exemption No. E9997-7109-06. The amounts paid to Vendor are inclusive of all other taxes that may be levied or based on the Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under the Agreement, but excluding taxes levied or imposed on the income or business privileges of Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.

19. **Audit and Records Retention.** Vendor shall permit and cooperate in good faith in any audits by the Board regarding Vendor's compliance with the Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution, delivery and costs of the Scope of Work and compliance with applicable MBE/WBE requirements. Failure of the Vendor to cooperate and comply with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit. All records and data generated pursuant to the Agreement shall be subject to inspection and audit by the Board during the life of the Agreement. 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).

Vendor shall maintain all records related to the Agreement for the life of the Agreement and through any Transition period. Specifically, a complete record of all communications between the Board's students and Vendor's employees, agents, and subcontractors, including but not limited to text messages, chat dialogue, email communications, and recorded voice communications, must be retained. Vendor must maintain system audits and audit logs, if applicable, for 365 days after the Agreement's termination or expiration. Notwithstanding the requirements concerning intellectual property, within thirty (30) calendar days of expiration or termination of the Agreement, Vendor must dispose of all Confidential Information and/or data. Vendor shall provide an affidavit attesting to destruction of all copies of the aforementioned Confidential Information and data in Vendor's possession. 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.

20. **Freedom of Information Act.** Vendor acknowledges that the Agreement and all documents submitted to the Board related to the contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that the Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that the Agreement shall be posted on the Board's Internet website.

21. **MBE/WBE Program.** Vendor acknowledges that it is familiar with the requirements of the Board's "*Remedial Program for Minority and Women- Owned Business Enterprise Participation in Goods and Services Contracts"* ("**Remedial Plan**"), which is available on the Board's website at https://policy.cps.edu/download.aspx?ID=153 and is incorporated as if fully set forth herein. Vendor agrees to adhere to the aspirational goals and to all other applicable MBE and WBE participation as set forth in the Remedial Plan. At the Board's request, Vendor and its Staff shall provide complete and thorough proof as the Board might request from time to demonstrate Vendor and its Staff are in compliance with the Remedial Plan. Vendor shall be responsible for ensuring its Staff respond to the Board's request for compliance, and for ensuring the Staff provides current, complete and accurate information.

22. **Right of Entry.** Vendor and any of its officers or Staff may be permitted to enter upon Board

property in connection with performing the Scope of Work. Vendor shall provide advance notice to the Board, whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use and shall cause each of its officers, employees and agents to use the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of the Agreement.

23. **Non-Discrimination.** Neither Vendor nor its Staff shall in any way discriminate against any individual with respect to hiring and retention, compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. For all terms of this Agreement, Vendor shall be in compliance with the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et. seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. § 1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended and all other applicable federal, state, and municipal statutes, regulations, ordinances and other laws.

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

In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control. Vendor and its Staff shall also comply with the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq. If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then Vendor must pay the prevailing wage.

25. **Kickbacks.** Neither Vendor nor any of its members if a joint venture or limited liability company has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor any payment, gratuity or offer of employment in relation to the Agreement or as an inducement for the acceptance of the Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.

26. **Joint and Several Liability.** In the event that Vendor, or its successors or assigns, if any, is comprised of more than one legal entity, then in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such legal entity.

27. **Survival.** On expiration or termination of this Agreement, the respective rights and obligations of the Parties shall survive to the extent necessary to carry out the intentions of the Parties under this Agreement, including but not limited to all express and implied warranties and indemnifications as provided elsewhere in this Agreement.

28. **Severability.** If a court having proper jurisdiction over the Parties and this Agreement shall

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determine that any portion of this Agreement is invalid or unenforceable, then that part shall be stricken, and the remainder of the Agreement shall remain in full force and effect.

29. **Counterparts and Electronic Signatures.** The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

30. **Entire Agreement.** The Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of the Agreement. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement are of no force or effect. Unless expressly provided in this Agreement, the Parties other dealings, including other agreements, are to be treated as separate and independent of this Agreement.

31. **Controlling Agreement.** Vendor shall not request any CPS staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the performance of Services except for those documents specifically approved by the Board under the Agreement. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the goods or services or any quote provided by Vendor. Even if a CPS Staff or Board user agrees to any agreement or license contained or referenced in the Scope of Work or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Vendor acknowledges and agrees that the terms and conditions of the Agreement represent the entire agreement of the parties. No additional terms or conditions shall apply to the Board unless through an Amendment. Any license–including but not limited to any software license or product license–granted by Vendor to the Board under this Agreement shall be subject to the term length set forth in General Condition 1, "Term of the Agreement," of this Agreement.

32. **Governing Law.** Without regard to application of any conflict of law provisions, the Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of the Agreement. Vendor agrees that the Board may affect service of process on Vendor based on the Notice Section of this Agreement. If any action is brought by Vendor against the Board concerning the Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

33. **Continuing Obligation to Perform.** In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under the Agreement with a reservation of all rights and remedies it may have under or pursuant to the Agreement at law or in equity.

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

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

36. **Ethics.** No officer, agent or employee of the Board is or shall be employed by Vendor or has or shall have a financial interest, directly, or indirectly, in the Agreement or the compensation to be

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

37. **Inspector General.** Each party to the Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations. It shall be the duty of every contractor, subcontractor, agent or licensee of the Board, and every applicant for certification of eligibility for a Board contract or program, to cooperate with the inspector general in any inquiry undertaken related to the Agreement. Assurance of compliance with this requirement by the contractor's employees, agents or subcontractors shall be the responsibility of the contractor. Failure to cooperate as required may result in monetary and/or other penalties.

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

39. **Notices.** All notices required under this Agreement shall be in writing and shall be sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. All notices shall be deemed received when (i) delivered personally, (ii) sent by email, (iii) delivered by certified or registered mail by return receipt through the United States Postal Services, or (iv) delivered by courier services specifying next day delivery with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

If to the Board:	Board of Education of City of Chicago Teaching and Learning 42 W. Madison Street Chicago, Illinois 60602
With a copy to:	Board of Education of City of Chicago Attention: General Counsel One North Dearborn, 9th Floor Chicago, Illinois 60602 Facsimile: (773) 553-1701
If to Vendor:	CARNEGIE LEARNING, INC. 4 Smithfield Street, Floor 8 Pittsburgh, PA 15222 Attention: Julie Katruska Email: rfpadmin@carnegielearning.com

III. PRODUCT TERMS

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

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

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

1.2. Delivery of Warranty Receipt. Warranty information shall be provided with the delivery of the Products and when Vendor submits its invoice. Upon final acceptance of any Products delivered, Vendor shall provide to the Board Project Manager, the Chief Information Officer if software or technology is involved, and the Department of Procurement every manufacturer's warranty, guarantee, parts list, and literature for each of the Products delivered to schools and/or department(s).

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

2. Packaging and Shipment and Risk of Loss. Vendor shall package and ship all Products in a commercially reasonable manner. All shipments shall be F.O.B. destination (as indicated on the PO or some other written notification from Board) with freight and insurance prepaid. It is understood and agreed that the Board shall have no liability for any shipping or insurance charges not identified in the Agreement. The Board may request that shipment be made to any location that the Board designates as a Chicago Public School or a CPS facility. Any and all deliveries made to a Chicago Public School shall occur between the hours of 8:00 a.m. and 2:30 p.m., and Vendor shall advise the carrier of this restriction. The Board may adjust the PO shipping destination any time up to five (5) business days prior to shipment. The risk of loss and damage to Products ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all Products ordered hereunder.

3. Inspection and Out-of-Box Failures. The Board reserves the right to inspect all Products upon delivery and to perform any test the Board deems necessary to adequately demonstrate that the Products meet all of the specifications of the Agreement. Final inspection resulting in acceptance or rejection of the Products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the Board of its rights to reject Products or to claim reimbursement or damages for such Products that are later found to be defective or not in conformance with the

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Agreement. Products that do not conform to the Agreement or that are otherwise damaged must either, at the Board's discretion, be retrieved by Vendor (at Vendor's expense) for replacement at no charge to the Board, or the Board may cancel that portion of the PO relating to the nonconforming Products at no charge to the Board. For any such returned Products, the Board shall either debit or offset from Vendor the cost of such Product plus freight, or receive a refund for such, at Board's discretion.

4. **Supply of Products.** Upon installation or delivery, (if installation is not applicable or required), other than as may be set forth herein, all Products will become the sole property of the Board. Vendor will supply the Products in a safe, thorough and timely manner. All Products will be supplied in accordance with the terms and provisions of this Agreement and to the satisfaction of the Board's Project Manager.

5. **Products Compliance.** All Products and any other goods, equipment or materials that may be provided or used as part of the Agreement shall comply with the applicable local, state, and federal health and safety standards, including without limitation the Consumer Protection Agency and the Federal Trade Commission standards and guidelines. If Products contain software elements, Vendor shall comply with specifications for data integration and management as agreed to and set forth by and with the Board Project Manager, the Chief Information Officer, and the Department of Procurement.

6. **Products Availability and Successor Models.** If Vendor or a manufacturer/supplier cancels or discontinues a Product during the Term of the Agreement or any Renewal Term, Vendor must notify the Board within five (5) business days of Vendor's knowledge of said discontinuation or cancellation. In such an event, Vendor shall work with the Board's authorized representative to find an equivalent, acceptable product that maintains or reduces cost and, to the extent commercially possible, maintains or improves specifications as determined by the Board's authorized representative ("**Successor Model**"). The proposed Successor Model must be made available to the Board's Project Manager and the Chief Information Officer if software or technology is involved, and the Chief Information Officer ("**CIO**") for review and approval prior to substitution. Products must be replaced with an equivalent model that meets any specification of the original item specified in the Agreement. Such replacement of a Product must be documented in accordance with the Change Management Process section of the Agreement. The absence of a written agreement documenting acceptance of the replacement product shall mean that any purchases of the replacement product shall be null and void.

7. **Product Recall.** In accordance with the notice requirements of this Agreement, Vendor shall notify the Board within forty-eight (48) hours of Vendor's receipt of any manufacturer or government issued recalls on Products purchased by the Board pursuant to the Agreement. All Products purchased by the Board subject to a recall shall be replaced at no cost to the Board by Vendor with the same make and model Product, or comparable Product in terms of quality and price, within ten (10) business days of Vendor notifying the Board of the recall. Acceptance of the comparable Product shall be at the sole discretion of the Board Project Manager, and where software and/or technology services and products are involved—by the Board's Chief Information Officer. If the Board Project Manager rejects in writing the comparable product, Vendor shall remove all the recalled Products from the Board sites and provide a full refund for each recalled product within ten (10) business days of such written rejection if a safety issue is involved, removal shall occur within two (2) business days of Vendor's notice of recall. Replacement of the recalled Products shall include delivery to location(s) identified by the Board and removal of the recalled Products. Delivery and removal shall be completed at no cost to the Board.

8. **Material Product Change Management.** CPS must be notified of all post go-live changes to the Products, which include changes to functionality, the introduction of additional applications, major platform upgrades, and catalogue offerings. Where Software is concerned, CPS must also be notified of all planned changes, expansion, or reduction to data elements or data management procedures and shall not make such changes without the prior written consent of the Board which

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shall not be unreasonably withheld. Change notifications shall be sent to a designated CPS email address and must primarily list the change description and the planned date of change. All notifications should be provided at a minimum one (1) week before any change takes effect. For changes that require adjustments to the CPS environment or involve any system integrations, Vendor shall require written approval from CPS prior to any go-live changes and shall not make any changes without the prior written approval of CPS.

9. **New Products; Options.** During the Term of the Agreement or any Renewal Terms, Vendor shall may inform the Board Project Manager, the Chief Information Officer if software or technology is involved, and the Department of Procurement if an addition to the Products (including without limitation any Software), provided under the Agreement may reduce costs, improve quality or efficiencies, or be otherwise beneficial to the Board. New Products must be within the scope of the Agreement. For example, as new technologies evolve during the Term of the Agreement or any Renewal Term, additional products may be offered to organizations or businesses consumers similarly situated to the Board that are within the scope of the Agreement. In such an event, Vendor shall provide to the Board the specifications, price, and any other relevant information regarding the proposed product (including a sample where requested), and the Board Project Manager, the Chief Information Officer if software or technology is involved, and the Department of Procurement shall determine if the product is within the scope of the Agreement and can be added to the Products list included within the Agreement as set forth herein. Any addition or modification to the Products list that does not amount to a material revision as defined in the Agreement shall be documented in writing in accordance with the Change Management Process section of this Agreement. The sale of any new Products shall be in accordance with the terms of the Agreement. The price for any Products added to the Products list in this manner shall reflect discounts consistent with the prices for other Products that are available for the Board to purchase or lease under the Agreement. The Board shall have no financial or other obligations for the sale of any product that is not included in any Products list in the Agreement at the time of the sale with the appropriate written documentation.

IV. DATA SECURITY & CONFIDENTIALITY TERMS

1. **Confidential Information.** In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Such Confidential Information may include, but is not limited to: Student Data (hereinafter defined, if applicable), employee data, technical data and specifications, software, ideas, budget figures, operational details, unpublished school information, financial information, access control and/or system logs, and business plans. It is understood and agreed that Confidential Information may also include proprietary or confidential information of third parties provided by the Board to Vendor. Confidential Information will not include information that is: (i) part of or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating this Agreement and any other agreements with the Board.

2. **Use and Protection of Confidential Information.** Vendor shall only use Confidential Information for the sole purpose of providing Services to the Board and shall not disclose the Confidential Information except to those of its directors, officers, agents, servants, employees, and contractors who must access the Confidential Information in order to perform the Services set forth in the Agreement. Vendor shall not copy or otherwise reproduce in any manner whatsoever the Confidential Information for any purposes outside the terms of the Agreement without the prior written consent of the Board, except where required to deliver the Services under and in accordance with this Agreement. Vendor shall use at least the same standard of care in the protection of Confidential Information as Vendor uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner through the use of administrative, technological, and physical

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safeguards appropriate to the sensitivity of the information, and in compliance with all applicable laws. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), the Illinois School Student Records Act ("**ISSRA**"), the Student Online Personal Protection Act ("**SOPPA**") and the Children's Online Privacy Protection Act ("**COPPA**").

3. **Dissemination of Confidential Information.** Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Vendor's possession as a result of the Agreement, Vendor shall immediately give notice to the Board through its General Counsel with the understanding that the Board shall have the opportunity to contest such disclosure prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency.

4. **Press Releases; Publicity.** Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property, including but not limited to the CPS logo or the logos of any schools, during the Agreement or after its termination or expiration, without the prior express written consent of the Board's Chief Communications Officer or designee. Furthermore, Vendor may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or designee.

5. **Destruction of Confidential Information.** Vendor shall destroy all Confidential Information within thirty (30) calendar days of expiration or termination of the Agreement. Vendor shall provide an affidavit attesting to destruction of all copies in Vendor's possession. In the event that Vendor is permitted to retain certain Confidential Information, provided such permission is granted in writing by the Board, such information shall be protected and handled in accordance with the terms of this Agreement for as long as Vendor is permitted to retain such Confidential Information.

6. **Unauthorized Access, Use or Disclosure of Confidential Information.** If Vendor has knowledge of any unauthorized access, use, and/or disclosure of Confidential Information, both suspected or confirmed ("**Data Security Incident**"), it shall: (i) notify the Board immediately, which in no event shall be longer than twenty-four hours from Vendor receiving notice of the Data Security Incident via electronic and certified mail to the Board's General Counsel, Chief Information Officer, and Chief Procurement Officer; (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 Data Security Incident, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably direct to remedy such Data Security Incident, including, providing notification to and offering remedies to the affected persons. Vendor shall bear the losses and expenses (including attorneys' fees) associated with a Data Security Incident, 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 Security Incident including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as directed by the Board.

7. **Data Security Requirements.** Data Security policies and procedures are implemented by CPS Information Technology. Vendor agrees to comply with the ITS Special Conditions set forth in Exhibit E, attached hereto.

8. **Compliance with SOPPA and FERPA.**

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

8.2. Operator Status. The parties acknowledge that Vendor qualifies and is acting hereunder as an "**Operator**" as defined in SOPPA.

8.3. School Official Status. Vendor acknowledges that it: (i) is acting as a "school official" with a legitimate educational interest as defined by FERPA; (ii) is performing an institutional service or function under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of Student Data; (iii) shall use and maintain the Student Data only for a purpose authorized by the Board in accordance with the Board's instructions; and (iv) shall not re-disclose such information to third parties or affiliates except as authorized under this Agreement or with permission from the Board or pursuant to court order.

8.4. Student Data. "**Student Data**" means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology or Vendor product(s) by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students relating to a CPS student. For purposes of this Agreement, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.

8.5. De-Identified Data. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the purposes of this Agreement, De-Identified Data will still be considered Confidential Information for handling and transmission purposes, and shall be treated as such unless expressly provided otherwise in this Agreement.

8.6. Compliance Obligations. Vendor shall comply with all requirements set forth in SOPPA, FERPA, the Board's SOPPA policy and guidelines, and any other higher standard set forth herein. Specifically, Vendor agrees to comply with the following requirements:

A. Security. Implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure including those set forth in the Agreement. Vendor shall comply with the requirements set forth in Exhibit E, "ITS Special Conditions," attached herein.

B. SOPPA Breach. If a "**Breach**", as defined in SOPPA, is attributed to Vendor, its officials, agents, employees, and/or Subcontractors and Subprocessors, as defined below, Vendor shall follow the requirements herein for a Data Security Incident. If the Data Security Incident qualifies as a Breach under SOPPA, as determined by the Board, Vendor shall ensure that its notification and remedy

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process complies with the specific requirements of SOPPA.

C. Data Deletion. In addition to obligations set forth in the Parent Access subsection of the Additional Obligations Section below as to inspection and review and correction of factual inaccuracies, Vendor agrees to comply with requests for data deletion as follows:
   i. Requests for deletion should be accepted by the Vendor only as received from the CPS SOPPA Representative.
   ii. Vendor shall appoint a data request manager to receive and process requests to delete Student Data as further described below.
   iii. Upon receipt of a request to delete a student's Student Data from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall delete the student's Student Data within seven (7) calendar days of receiving such request, unless a student or his or her parent consents to the maintenance of the Student Data.
   iv. Vendor shall cooperate with requests for confirmation, redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
   v. Vendor must delete or transfer to the Board, at the direction of the CPS SOPPA Representative, all Student Data if the information is no longer needed for the purposes of the Agreement, at the end of each academic year within the Term, or within ten (10) calendar days of the later of either (i) Vendor's completion of any required reports as part of the Services pursuant to the Scope of Services, or (ii) the termination or expiration of this Agreement. Vendor will provide the Board confirmation of deletion upon request.

D. Publication.
   i. Identify, through a completed Student Data Exhibit attached as Exhibit D,
      a. An explanation of the Student Data that Vendor will collect pursuant to this Agreement
      b. an explanation of the purpose for which Vendor collects the Student Data, including how it is used in the provision of Products and/or Services
      c. A list of any subcontractors or third party affiliates to which Student Data may, has been, or will be disclosed. Vendor is prohibited from sharing Student Data with any contractors or third parties without executing a Student Data exhibit to be incorporated into a written agreement between the Parties. Vendor must keep this list current at all times by submitting an amended Student Data Exhibit to CPS ITS.
      d. A link to Vendor's privacy policy.

   ii. In accordance with SOPPA and the Board's FOIA obligations as further described herein, the Board will make this Agreement available for public inspection on its website, which shall thereby also publicly disclose the Scope of Student Data Exhibit.

E. Vendor Prohibitions. Vendor is prohibited from:
   i. Engaging in any advertising to schools, students or their parents/legal guardians, including but not limited to any targeted advertising on the Vendor's site, service, or application or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including Student Data and persistent unique identifiers, that the Vendor has acquired pursuant to this Agreement.

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ii. Collecting Student Data from CPS staff or students outside of the permissions granted under this Agreement.
iii. Using information including persistent unique identifiers, created or gathered by the Vendor's site, service, or application, to amass a profile about a student.
iv. Selling, renting, leasing, or trading a student's information, including Student Data.
v. Disclosing Student Data, except for circumstances authorized under this Agreement.
vi. Vendor shall not advertise or market to schools, students or their parents/guardians when the advertising is based upon any Student Data that Vendor has acquired because of the use of that Vendor's site, Products, Services, or this Agreement.
vii. Vendor is prohibited from mining Student Data for any purpose. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is prohibited.

F. Additional Obligations.
i. Subprocessors. Vendor shall enter into written agreements with all Subprocessors performing functions for the Vendor in order for the Vendor to provide the Services pursuant to the Agreement, whereby the Subprocessors agree to protect Student Data and handle Data Security Incident(s) in a manner no less stringent than the terms of this Agreement. For the purposes of this Agreement, "Subprocessors" shall be defined as a party other than the Board or Vendor, who provides uses for data collection, analytics, storage, hosting services, maintain or other service to operate and/or improve its service, and who has access to Student Data.
ii. Limitations on Subcontractors. Vendor is prohibited from using a platform other than as approved to provide the Services by the Board. No Services provided hereunder shall be delivered using a platform, software, website, or online or mobile application operated by an entity other than Vendor without express contractual authorization.
iii. Successor Entities. In the case of Vendor merger or acquisition by another entity, Vendor shall require successor entities to agree to protect Student Data in a manner no less stringent than the terms of this Agreement.
iv. Parent Access. Vendor shall establish reasonable procedures by which a parent, legal guardian, or eligible student may inspect and review Student Data, correct factual inaccuracies, and procedures for the transfer of student-generated content to a student's own personal account, consistent with the functionality of services. Vendor shall only accept inquiries for such inspection and review or correction of factual inaccuracies from the CPS SOPPA Representative.
v. Requests for Inspection and Review.
a. Requests for inspection and review should be accepted by the Vendor only as received from the CPS SOPPA Representative.
b. Vendor shall appoint a data request manager to receive and process requests to inspect and review Student Data as further described below.
c. Upon receipt of a request to inspect and review the student's Student Data from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall furnish the requested information in a PDF format to privacyoffice@cps.edu within seven (7) calendar days of receiving such request.
d. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA

Representative.

vi. Request for Corrections of Factual Inaccuracies.

a. Requests for corrections of factual inaccuracies should be accepted by the Vendor only as received from the CPS SOPPA Representative.

b. Vendor shall appoint a data request manager to receive and process requests from the Board to correct a factual inaccuracy(ies) contained in a student's Student Data.

c. Upon receipt of a request from the Board to correct a factual inaccuracy(ies) contained in a student's Student Data, Vendor shall correct the identified factual inaccuracy(ies) within seven (7) calendar days of receiving such request.

d. Vendor shall confirm the correction of the factual inaccuracy(ies) to the CPS SOPPA Representative within seven (7) calendar days of making such correction.

e. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.

vii. Rights in and to Student Data. All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services and delivery of Products under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property. Vendor does **not** have the right to sell or trade Student Data.

viii. Access. Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access will be logged.

9. Volunteers, Employees, Agents, and Subcontractors. Vendor agrees to provide its volunteers, employees, agents, and subcontractors only such Confidential Information that is necessary for this Agreement and shall cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.

10. Data Security Manager. Vendor shall provide the Board with the name and contact information for a primary and alternate employee of Vendor who shall serve as the Board's primary security contact and who shall be available during normal business hours or outside normal business hours in the event of an emergency in resolving obligations associated with a Confidential Information-related security breach. The designated contact shall respond to any Board inquiries within two (2) hours.

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

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

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THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

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THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

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

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

Initial EHS

By: Signed by: Sean B. Harden 1DE3F1380D7645F...
Sean Harden, Board President

Date: August 5, 2025 | 1:11:47 PM CDT

Attest: DocuSigned by: ADCB249319B6449...
Susan Narrajos, Secretary

By: Signed by: B0E10BAC8D764AF...
Macquline King, Ed.D
Interim Superintendent/Chief Executive Officer

CARNEGIE LEARNING, INC.

By: Julie Katruska

Name: Julie Katruska

Title: CFO

Date: 6/9/2025

Board Report No.: 25-0529-PR3-19

Approved as to legal form: Initial EHS DS JE

By: DocuSigned by: Ruchi Verma 56B562E0FFA44C9...
Ruchi Verma, General Counsel

ATTACHMENTS:

Exhibit A: **Scope of Work**
Exhibit B: **Pricing and Product List**
Exhibit C: **Insurance Requirements**
Exhibit D: **Scope of Student Data Collected Exhibit**
Exhibit E: **ITS Special Conditions Exhibit**
Exhibit F: **Statement of Work Form For New Approved Products**

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SCOPE OF WORK

Name of Project: Educational Technology and Digital Resources

Board's Project Manager: Anthony Reynoso **Email Address: areynoso24@cps.edu**

Vendor's Project Manager: Julie Katruska **Email Address: rfpadmin@carnegielearning.com**

Period of Performance: *7/1/2025 through 6/30/2028 ; (two (2) two-year renewal options)*

This Scope of Work will be conducted pursuant to the terms and conditions of that Services Agreement ("**Agreement**") dated 7/1/2025 by and between CARNEGIE LEARNING ("**Vendor**") and The Board of Education of the City of Chicago (the "**Board**"), commonly known as The Chicago Public Schools ("**CPS**"). Defined terms used in this Scope of Services will have the same meanings as those ascribed to such terms in the Agreement. In the event of a conflict between the Agreement and this Scope of Services, the Agreement shall control.

I. INTRODUCTION.

CPS is a large, diverse urban school district with a vision that defines equity as one of its core values. Vendor has been pre-qualified to provide Products and Services as defined herein for use by approximately 355,000 students in grades PK through 12 in more than 600 schools.

CPS has developed a comprehensive system to support principals and teachers in their selection of educational technology ("**Ed Tech**"). Ed Tech Products are defined as educational software, copyrighted digital material, and other electronic or online tools used by schools to improve student engagement, knowledge retention, individual learning, or collaboration, as is more fully set forth below.

II. TECHNOLOGY-BASED OR DIGITAL PRODUCTS & SERVICES.

CPS has five distinct categories of technology-based or digital products and services:

1. **Technology Assets** are devices, hardware, and network infrastructure supports that are used by students, educators, and administrators for various purposes throughout the district. These devices are generally not pre-bundled with software. Examples of these are desktop/laptop computers, document cameras, Braille readers, etc.

2. **Enterprise Information Systems** are used for District-level management and are utilized by adults to coordinate District services and student activities. Examples of these are student data management software, operational/productivity software, etc. Such systems are not used directly for teaching and learning.

3. **Educational Technology Products** include educational and/or instructional technology regardless of delivery medium including but not limited to software, applications, websites, products, and services that are (a) used by students or educators; (b) directly used to support student learning or access; and/or (c) for core or supplemental curricular support.

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4. **Assistive Technology Products** include technology specifically used to increase access to curriculum and the educational environment for students with individualized education programs(IEPs) or 504 plans. This technology can come as software as service (SaaS) as well as hardware intended to aid students with disabilities.

5. **Content Licenses** include legal permission to use copyrighted digital material, including text, images, videos, or music for instructional and assessment purposes.

The following ARE included in the Scope of this Agreement:

Educational Technology Products as described above B. Assistive Technology Products as described above
C. Vendors able to obtain and manage content licenses as described above on behalf of the District

"**Ed Tech"** shall be understood to collectively refer to Educational Technology, Assistive Technology, and Content Licenses.

The Ed Tech Products qualified as part of this Agreement may be delivered in a variety of delivery media, including but not limited to secured websites, open access websites, CD-ROM, etc.

"**Programs**" shall be understood to refer to the Ed Tech Product **plus** any maintenance or support services, implementation support services and/or training materials and services that are either (a) Provided at an additional cost to the cost of the Ed Tech Product ("**Related Services)**" or (b) Included in the cost of the Ed Tech Product ("**Included Services**").

III. PROGRAMS/RELATED AND INCLUDED SERVICES (collectively "Services").

Vendors shall support CPS staff in the utilization of the included Ed Tech Product(s) noted in attached Exhibit B. Vendors must include any/all training/professional learning opportunities:

A. Any additional training requirements, services, and/or materials that are necessary to successfully implement the Ed Tech Product(s) presented for pre-qualification.

B. Included Services: Any additional training requirements, services, and/or materials that are included in the Ed Tech Product cost.

C. Related Services: Any additional training requirements, services, and/or materials that are not included in the Ed Tech Product cost but are available as an option at an additional cost/fee. If any implementation services and/or training materials and services are only provided at additional cost to the cost of the Ed Tech Product, Vendors shall complete the necessary information in the Program portion of the Cost Proposal.

Any such additional training requirements, services, and/or materials shall comply with the Board's quality standards for training and professional learning as may be articulated by the Board.

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EXHIBIT B

PRICING AND PRODUCTS EXHIBIT

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COST EXHIBIT
FOR
EDUCATIONAL TECHNOLOGY AND DIGITAL RESOURCES

Respondent Name: Carnegie Learning, Inc.
Respondent Contact Name: Zaidy Reyes Perkins
Contact Phone: 847.313.8686
Contact Email: zreyesperkins@carnegielearning.com

Directions: List all proposed Educational Technology Products below. Please write the name of your program, a brief description, the minimum and maximum number of participants served, and any other pertinent descriptive information. Next, write in your product costs information, detailing the per student, per classroom and per school. Then detail the rebates that can be applied for spend over $200k and $300k. Finally include any additional cost in the "Other" column.

PROGRAM INFORMATION				PRODUCT COSTS			Rebate to District			Additional Cost (must provide details in description)	
Program Name	**Description**	**Minimum # of Participants Served**	**Maximum # of Participants Served**	**Per Student Product Cost**	**Per Classroom Product Cost**	**Per School Product Cost**	**FY Aggregate District Spend Over $200k % Rebate**	**FY Aggregate District Spend Over $300k % Rebate**	**Materials *(If applicable)***	**Additional Cost Description**	**Other**
MATHia & MATHstream	Artificial Intelligent math software and adaptive interactive video library to support your individual student's deep conceptual understanding of mathematics in a fun, engaging way	1	355,000	$ 27.30	$ -	$ -	10%	12%	$ -		$ -
MATHia	Artificial Intelligent math software to support your individual student's conceptual understanding of mathematics	1	355,000	$ 26.50	$ -	$ -	10%	12%	$ -		$ -
MATHstream (6-12)	Adaptive interactive video streaming program where rockstar math teachers deliver target instruction to students in a fun, engaging, game based environment	1	355,000	$ 20.00	$ -	$ -	10%	12%	$ -		
PL Onsite Consulting, Coaching, & Support	Onsite, Job-Embedded In-Classroom Support, Coaching, Consulting, or	1	25	$ 3,000.00	$ -	$ -	10%	12%	$ -		$ -
PL Onsite Implementation Workshop	Onsite, Initial Implementation Workshop, per day (includes materials)	1	25	$ 4,000.00	$ -	$ -	10%	12%	$ -		$ -
PL Onsite Academy	Onsite Academy, per day (includes materials), up to 25 participants per	1	25	$ 5,000.00	$ -	$ -	10%	12%	$ -		$ -
PL Onsite Leadership Walkthroughs	Onsite Leadership Walkthroughs per day	1	25	$ 3,000.00	$ -	$ -	10%	12%	$ -		$ -
					$ -	$ -	10%	12%	$ -		$ -
PL Virtual Consulting, Coaching, Support, &	Virtual Job-Embedded Coaching, Support, Office Hours, or Consulting	1	25	$ 450.00	$ -	$ -	10%	12%	$ -		$ -
PL Virtual Implementation Session	Live, Virtual Initial Implementation Workshop Session	1	25	$ 1,500.00	$ -	$ -	10%	12%	$ -		$ -
				$ -	$ -	$ -	0%	0%	$ -		$ -
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EXHIBIT C

INSURANCE REQUIREMENTS

Vendor, at its own expense, shall procure and maintain insurance covering all operations under the Agreement, whether performed by Vendor or by subcontractors, as specified below. Vendor shall require all Subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverages for its subcontractors. All subcontractors are subject to the same insurance requirements as Vendor except Excess/Umbrella Liability or unless specified otherwise. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. The coverage requirements below are not specific to this Agreement scope, and instead are reflective of Vendor's business footprint across CPS at the time of Agreement execution. Vendor may address coverage requirements below by way of various policies, so long as all coverage areas are adequately addressed. The Board retains final authority with respect to all insurance-related decisions and maintains the right to modify, delete, alter or change these requirements upon written notice provided to Vendor by the Board's Office of Finance, Risk Management. The following coverage requirements are in accordance with the laws of the State of Illinois:

1. **Workers' Compensation Insurance.** Workers' Compensation or equivalent Employer's Liability Insurance shall cover employees, as defined by the Illinois Workers' Compensation Act 820 ILCS 305 *et seq.*, who are to provide Services under the Agreement with a minimum of One Million Dollars ($1,000,000.00) per occurrence.

2. **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent insurance shall cover eligible employees with a minimum of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: premises and operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

3. **Automobile Liability Insurance.** Automobile Liability Insurance shall be required when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with a minimum of One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage.

4. **Professional Liability.** Professional Liability Insurance covering all claims arising out of the performance or nonperformance (including errors and/or omissions) of professional services under this Agreement must be maintained with a minimum of One Million Dollars ($1,000,000.00). When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years following completion of professional services.

5. **Sexual Abuse & Molestation Insurance.** Sexual Abuse & Molestation Insurance must be maintained with a minimum of One Million ($1,000,000.00) per claim and Two Million ($2,000,000.00) in the aggregate. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of services.

6. **Cyber Liability And Privacy & Security Insurance.** Cyber Liability and Privacy & Security, to cover losses including but not limited to, losses arising from a failure of computer security, or wrongful release of private information, including expenses for notification to impacted individuals as required by the Board, local, state or federal laws, including any regulations or guidelines.

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Vendor must maintain coverage with a minimum of One Million Dollars ($1,000,000.00). Coverage shall include failure to prevent transmission of malicious code. The policy will be a claims-made program with any prior acts exclusion predating both the date of the Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of two (2) years after expiration or termination of the Agreement or Vendor must secure a 2-year extended reporting provision.

7. **Umbrella/Excess Liability Insurance.** Excess/Umbrella must follow the form of underlying policies and may be reduced upon review of underlying limits. Umbrella or Excess Liability Insurance to provide additional limits for all policies/coverage required under this section (if obtainable) must be maintained with a minimum of Two Million Dollars ($2,000,000.00) per occurrence, and shall cover the Board and its employees, subject to that of the primary coverage.

8. **Additional Insured.** Vendor shall have its policies, if available, endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate and its members, employees and agents are named as additional insured on a primary basis without recourse or right of contribution from the Board." Commercial General Liability and Auto Liability (if required) must contain said endorsement.

9. **General.** Vendor shall cause its insurance carrier to submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Vendor for any Services if satisfactory proof of insurance is not provided by Vendor prior to the performance of any Services. Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements.

   Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute to insurance provided by the Vendor. Vendor agrees that insurers waive their rights of subrogation against the Board.

   Vendor must register with the insurance certificate monitoring company designated by the Board. Vendor must register and may be required to pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board.

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THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT D
STUDENT DATA EXHIBIT

[INCLUDED ON FOLLOWING PAGE
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STUDENT DATA ADDENDUM

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

The purpose of this Addendum is to address student data 1) collection, 2) disclosure, 3) sharing, and 4) use by Vendor, in the process of providing services to CPS, and is required by The Student Online Personal Protection Act ("SOPPA") and The Family Educational Rights and Privacy Act ("FERPA").

I. Student Data Collected

CPS understands that Vendor will be collecting Student Data in the provision of Products and Services to CPS. The data collected pursuant to this Agreement shall be limited to the following, and only be collected by the Vendor if reasonable within the scope of their services under the Agreement:

- [X] Name
  - [X] Rostering and Tracking
  - [X] Reporting
  - [ ] Other: _____
- [X] Email Address
  - [ ] Authentication and Unique Identifier
  - [ ] Email Notifications
  - [ ] Rostering
  - [X] Other password reset
- [X] Grade Level
  - [X] Delivery of grade level specific content
  - [ ] Matching students with proper curriculum for use of the platform
  - [ ] Rostering
  - [ ] Reporting for Teachers and Staff
  - [ ] Other: _____
- [X] Classroom
  - [X] Matching students with proper curriculum for use of the platform
  - [X] Rostering
  - [X] Reporting for CPS teachers and staff
  - [ ] Other: _____
- [X] Teacher
  - [X] Matching students with proper curriculum for use of the platform
  - [X] Rostering
  - [X] Reporting for CPS Teachers and Staff
  - [ ] Other: _____
- [X] School
  - [X] Matching students with proper curriculum for use of the platform
  - [X] Rostering
  - [X] Reporting for CPS Teachers and Staff
  - [ ] Other: _____

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- ☐ Language
  - ☐ Use of the platform in Student's primary language
  - ☐ Reporting for CPS Teachers and Staff
  - ☐ Other: _____
- ☐ Age - date of birth will not be permitted absent exigent circumstances
  - ☐ Rostering
  - ☐ Reporting for CPS Teachers and Staff
  - ☐ To ensure that only age appropriate content is presented to the Student
  - ☐ To match the Student with prospective colleges and/or scholarship opportunities
  - ☐ To be used to tailor effective counseling for Social Emotional Learning
  - ☐ Other: _____
- ☒ Student ID
  - ☒ Rostering
  - ☒ Reporting for CPS Teachers and Staff
  - ☐ Other: _____
- ☒ Username
  - ☒ Logging onto the Platform
  - ☐ Identification of Student on the Platform
  - ☐ Other: _____
- ☒ Password
  - ☒ Logging onto the Platform
  - ☐ Other: _____
- ☐ Student Grades
  - ☐ Benchmarking Student progress
  - ☐ To match the Student with prospective colleges and/or scholarship opportunities
  - ☐ Other: _____
- ☐ Student Test Scores
  - ☐ Benchmarking Student progress
  - ☐ To match the Student with prospective colleges and/or scholarship opportunities
  - ☐ Other: _____

- ☐ Survey Responses (non PII only) *Cannot be used for Marketing Purposes/SOPPA Prohibited*
  - ☐ Benchmarking Student progress
  - ☐ Reporting purposes for questions created by CPS staff or teachers (No PII)
  - ☐ Other: _____
- ☒ IP Address
  - ☒ Logging
  - ☒ Auditing
  - ☐ Security
  - ☐ Other: _____
- ☒ Student Generated Content
  - ☒ Storing Assessment Responses
  - ☐ Storing Student Projects
  - ☐ Storing Grades and Subject Progress
  - ☐ Other: _____
- ☐ Gender - <u>Only to be used in the following circumstances</u>:
  - ☐ To tailor effective counseling for Social Emotional Learning
  - ☐ To match the Student with prospective colleges and/or scholarship opportunities

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- ☐ To ensure an equal and bias free experience (i.e. in relation to assessment questions)
- ☐ For reporting for CPS teachers and staff.

☐ Race/Ethnicity: Only to be used in the following circumstances:

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

If the Vendor is collecting any other category of student data, they must be listed here, along with the purpose for collection:

☐ Other: _____
- ☐ Purpose:

☐ Other: _____
- ☐ Purpose

☐ Other _____
- ☐ Purpose

II. DATA SECURITY & INTEGRATIONS

Vendor must integrate with CPS' approved identity provider and rostering solution (Clever, One Roster, Classlink). Student Data shall not be transmitted through e-mail. Vendor must integrate with CPS Single Sign-on. Exchange data may be accomplished using s-FTP, API, and/or webservices if applicable. Authentication mechanisms and integration must comply with the Agreement, and must be compatible with the latest version of SAML protocol, or other CPS approved SSO service platforms (Google SSO, SAML, OAuth, OpenID Connect, WS-Federation, CAS).

III. Disclosure of Student Data To Third Parties

A list of all entities to which Vendor discloses student data to, or stores student data with, must be provided by Vendor below or be provided as an attachment to this Addendum. The student data disclosed and the purpose for disclosure must also be listed. Any Third Party or Subprocessor not listed will be unauthorized to utilize or store Student Data in providing Services under this Agreement. (Examples here would be vendors used to provide customer service, troubleshooting, aid in rostering, configuration and authentication of the application, or storage of Student Data).

THIRD PARTY/SUBPROCESSOR NAME	STUDENT DATA SHARED	PURPOSE FOR SHARING STUDENT DATA
Third party providers are listed here: https://www.carnegielearning.com/student-privacy-policy/third-party-service-providers/		

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IV. VENDOR'S PRIVACY POLICY

A link to the Vendor's Privacy Policy is required. The Vendor's Privacy Policy can be found here _____.

Our general privacy policy is here: https://www.carnegielearning.com/privacy-policy/

Our student privacy policy is here: https://www.carnegielearning.com/student-privacy-policy/

Vendor attests that the information provided pursuant to this Addendum is thorough and correct. Any Student Data not listed on this Addendum cannot be collected by the Vendor, and any Third Party not listed pursuant to this Addendum will be unauthorized to utilize or access Student Data in providing services.

[**VENDOR NAME**] Carnegie Learning, Inc.

By: Peter LaCasse

Name: Peter LaCasse

Title: Chief Strategy Officer

Date: 11/8/2024

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EXHIBIT E

ITS SPECIAL CONDITIONS

Information, Integrations, and Data Management are central capabilities needed to deliver information systems optimally, which is essential to realize system and service value. In addition to any other requirements and terms set forth in the Agreement, including those requirements relating to the treatment of Confidential Information and/or Student Data (where applicable), confidentiality and compliance with laws, Vendor systems capabilities and processes must meet the requirements set forth in this Exhibit. Any references to the "**Solution**" in this Exhibit shall be understood to include any technology product, software, platform, and related services as defined in the Agreement.

Vendor shall supply CPS' Department of Information and Technology Services ("**ITS**") with information regarding any technology product or software it licenses to CPS or that it utilizes to deliver service under the Agreement including but not limited to the security and technical environment (collectively "**Technical Information**"). Vendor is required to advise the Board's ITS Program Manager if the Technical Information for any Product(s) or Program(s) changes in any material way during the Term of this Agreement, including any Renewal Terms. Any changes that shall be documented in accordance with the Change Management Process section of the Agreement. All proposed technology products will require vetting and approval with regard to compliance with CPS safety, technical, security/privacy and academic/instructional standards.

I. General Requirements

Vendor shall ensure that any technology product or Solution meets or exceeds CPS standards. Specifically, Vendor shall:

1. Identify an employee or employees who have relevant subject matter expertise to work in collaboration with CPS IT and business experts.
2. Ensure that the system capabilities are aligned with CPS academic and administrative data management programs, including alignment with IMS Global Standards for open operability, or allowance of open data exchange (for all data within any system) using s-FTP, 3rd party API's similar to Clever, or an open API for data exchanges.
3. Maintain logs of all activities, status, and functional state of the Solution.
4. Have an application architecture built with security as a priority, using the latest industry techniques or standard, such as FedRAMP, or ISO / IEC 27001.
5. Ensure that the environment is redundant, with no single points of failure, and have the capacity to handle District demands, and have the capabilities needed to recover from data loss or corruption.
6. Enable reporting and analytics (BI) for all data provided or generated.
7. Schedule routine imports and exports of data in an automated fashion.
8. Institute quality controls for data management within the user interface, and within data synchronization routines
9. Leverage the CPS system of record for identity and access management (Rapid ID / SAML for single sign on)
10. For third party integrations - Document purpose, data exchanges, utility of integration, method of integrations, provide geography of operations, the name of the third party, and a formal CPS IT approval
11. For educational platforms, support One-roster / IMS Global protocols
12. For the rostering of Student Data, Vendor must contact the CPS EdTech team at edtech@cps.edu to discuss the auto-rostering solution that best meets the needs of the District.

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II. Specific Requirements

Vendor shall ensure that any technology product or Solution complies with CPS standards by complying with the following requirements, as applicable:

1. **Audit History.** The Solution must maintain a complete history of all data including the user identification and timestamp for data creation, updates and deletions to support a complete audit history for the duration of agreements with CPS. This includes persistence of deleted data "soft deletes" for all key entities as determined by Board requirements. Reporting on audit history shall be easy and efficient, preferably including out of the box reports summarizing data changes.

2. **Data Integrations.** The Solution must support both ad hoc and automated import, export, and update of all necessary data for the in scope systems, at appropriate frequencies, including near-real-time. For platforms supporting digital learning then the Solution must support IMS global / One-Roster protocols.

3. **Data Accessibility.** Vendor shall support both ad hoc and automated extract of all data from the Solution at appropriate frequencies, or to support CPS processes.

4. **Portability.** It is critical that CPS be able to retrieve its data and applications from the Solution and move it into different CPS environments, or directly to a new solution at the expiration or termination of the Master Agreement. If the Solution uses proprietary software and formats to store customer data or applications, it may end up being very difficult to retrieve applications and data in a usable format; if this condition exists then Vendor shall transform the data for CPS consumption. In addition, CPS may need to retrieve data to respond to Freedom of Information Act ("FOIA") requests, Student Online Personal Protection Act ("SOPPA") obligations, or otherwise uphold its legal obligations.

5. **Data Validation.** Integration of multiple datasets together can be fraught with difficulty, including inconsistent fields, missing datasets, and conflicting sets of information. The Vendor Solution will need rules to ensure referential integrity between datasets:

   a. Ensure that primary keys in one dataset are indeed unique, even compound primary keys
   b. Ensure that foreign keys in one file match the primary keys in another file
   c. Validation that all other fields are well formed, and cleaned as required

   In the data integration environment, it's also important that data issues can be quickly acted upon. Thus, the Vendor shall provide the following options:

   a. Automatic quarantining of data to ensure that invalid data is not ingested. Even if this is only part of a file, the invalid data is removed and the remainder quarantined
   b. Email alerts when data issues are identified so they can quickly be escalated us when jobs are not synchronized

III. Security Requirements

The following requirements shall govern the handling and transmission of any Confidential Information under the Agreement, including (as applicable) but not limited to personally identifiable information and/or Student Data.

1. **Handling of Confidential Information.** Vendor shall protect against the unauthorized access, use, or disclosure of Confidential Information by employing industry specific best practice security measures when handling Confidential Information that are no less protective as those

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used to protect Vendor's own confidential information and at least as secure as the following. When handling Confidential Information Vendor shall:

A. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt. When transmitting encrypted Confidential Information via mail or electronically, Vendor shall not send any password or other information sufficient to allow decryption. Student Data shall not be transmitted via e-mail.

B. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.

C. Not leave Confidential Information in any medium unsecured and unattended at any time.

D. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access.

E. Password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive encrypted with an encryption key of no less than 256 bits. Vendor shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. Vendor shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.

F. Secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to, disclosure and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies, procedures, and technical elements relating to data access controls. All Confidential Information must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures.

G. Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed within Vendor's Services and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of the Agreement.

H. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Confidential Information security practices. Vendor agrees to share its incident response plan upon request.

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

2. **Security Requirements.** Vendor will store and process Confidential Information, including,

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where applicable, any Student Data, in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in the Agreement. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor is required to specify any personally identifiable information (PII) collected or used by their Products. In addition, Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Industry certifications, such as International Organization for Standardization (ISO), SysTrust, Cloud Security Alliance (CSA) STAR Certification, or WebTrust security for SaaS environments are recommended. Such safeguards shall be no less rigorous than accepted industry practices, including specifically the NIST 800-53r4 moderate level, International Organization for Standardization's standards ISO/IEC 27001:2005 (Information Security Management Systems – Requirements), and ISO-IEC 27002:2005 (Code of Practice for International Security Management).

Vendor 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 Agreement. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Student Data security practices.

Vendor agrees to share its incident response plan upon request. Vendor shall assure that all data that is transmitted between the Board's access points and the ultimate server, by Vendor or its recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards**.**

3. **Security Safeguards.** Vendor agrees to provide the following additional safeguards:

   A. Include component and system level fault tolerance and redundancy in system design.
   B. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
   C. Authentication of users at login with a 128-bit or higher encryption algorithm.
   D. Secure transmission of login credentials.
   E. Automatic password change routine.
   F. Trace user system access via a combination of system logs and Google Analytics.
   G. 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.
   H. 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.
   I. Employ an in-line Intrusion Protection System that inspects incoming data transmissions.
   J. Provide a documented disaster recovery plan that includes the following elements:
      i. Available recovery times.
      ii. Conduct 24x7 system monitoring that is capable of detecting potential outages.
      iii. Plans for File-level, Database and server recovery after a component/system failure, damage or compromise.
      iv. Substantial geographical separation between data centers hosting production, backup and redundant system elements.
      v. Include recovery/mitigation procedures for all managed sites, including subcontractors, agents, and other recipients.
      vi. Include provisions for at least the following events:
         (a) Fire
         (b) Natural disaster
         (c) Sabotage

(d) Accidental human error
(e) Flooding
(f) Equipment failure
(g) Application/database failure
(h) Other unlikely events

K. No less than annual testing of the disaster recovery plan (at least parts that affect Student Data, where applicable) with results of the test made available to the Board, as well as information about, and schedule for, the correction of deficiencies identified in the test.
L. Prevention of hostile or unauthorized intrusion.
M. Perform content snapshots at least daily and retain for at least ninety (90) days

4. **Student Data Safeguards.** Vendor agrees to provide the following additional safeguards when handling, collecting, and/or transmitting Student Data:

A. Encrypt Student Data at-rest and in-transit, including complying with TLS 1.2, AES-256, FIPS 140-2, at minimum.
B. Student data shall not be shared via email.
C. Ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks.
D. Screen employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Criminal Background Check in the Agreement do not have access to Student Data. Vendor shall provide the security measures taken to ensure that said employees do not have access to Student Data.
E. Backup of all Student Data at least once every twenty-four (24) hours.

IV. Software Requirements

The following requirements shall apply to the extent Vendor shall be providing a software or technology application solution for use by CPS, based upon the agreed-upon scope of services. In the event that Vendor is not delivering a software solution, licenses, or access to its application/software platform, the following terms shall be deemed inapplicable.

1. **License.** Vendor hereby grants to the Board a non-exclusive, worldwide, nontransferable, royalty-free (except for fees specified in the Agreement) license to use any software that Vendor may offer as part of its performance of Services under the Agreement. Software shall mean any software and applications, regardless of the means of delivery, updates, bug fixes, patches, operational modifications or corrections, components, equipment, or accessories that are necessary for the operation of the Services (collectively the "**Software**"). The Software shall at all times remain the sole and exclusive property of Vendor or, alternatively, the sole and exclusive property of a third party from whom Vendor has obtained all necessary rights and permissions to sub-license the Software to the Board. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software outside of CPS except as expressly provided herein. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Software without the prior written consent of Vendor.

2. **Permissible Board Actions.** Nothing in this Section shall prevent the Board, its employees and representatives from sharing reports and data generated from Vendor's Software with other vendors of the Board as may be necessary to receive and evaluate the Products and Services for the Board's purposes.

3. **Licensed Users.** Vendor shall allow CPS users to leverage their CPS Single Sign-On credentials ("SSO") for each licensed user. Notwithstanding, if a manual account is required to establish a license then Vendor shall provide the application functionality for self service credentials and advanced password management with multi factor authentication password

complexity. Unless specifically stated in the Agreement, there is no set maximum or minimum number of Board Users who will be able to access the Software. The number of Licenses provided shall be unlimited and shall be in effect through the Term or any Renewal Term, unless specifically stated otherwise in this Agreement. Unless specifically stated otherwise, a Licensed User may continue to use the License throughout the Term or any Renewal Term of this Agreement, regardless of any transfer to any other CPS school during that Term. At the conclusion of the Agreement, all CPS user Licenses shall no longer be active, nor will they be eligible for extension unless executed in accordance with the Change Management Process section of the Agreement.

4. **Implementation of the Software.** Where applicable or necessary, Vendor shall provide installation, configuration, and implementation services for any Software, regardless of the medium used for its delivery, so that it is accessible through the Board's computers and other compatible devices.

5. **Software Maintenance and Support.** Vendor shall be solely responsible for maintenance and support services to the Board for any Software purchased or used as part of the Services as more fully described in the Agreement.

6. **Hosting Services.** As part of the Services provided pursuant to the Agreement, as applicable, Vendor shall host the Software on servers, hardware, components and equipment (collectively "**Infrastructure**") that Vendor shall provide at its own cost (collectively, the "**Hosting Services**"). The Infrastructure shall be located within the continental United States. Vendor is expected to provide ample storage and processing power within its Infrastructure and maintain it to assure the continued operation of the Software and Services and to take such action as may be necessary (at Vendor's own expense) to assure the continued performance according to the Agreement. This may include but is not limited to: an adequate disaster recovery plan; backup Infrastructure; secure connections between the Board Resources and the Infrastructure; and security controls and procedures to prevent unauthorized access to the Software and Infrastructure, which includes segregating or partitioning the Infrastructure from other unauthorized hardware and/or other devices. The Hosting Services shall be included in the term "Services" as that term is defined and used herein.

7. **Compatibility and Data Flow.** Vendor shall ensure that the Software and Services allows data to flow properly between the Board's users and the Software. Vendor must ensure that the Services, Software, and other resources and materials (collectively, the "Provided Resources") that are provided by Vendor to the Board, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the "Board Resources"). At all times, Vendor must reasonably cooperate and work as reasonably requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers, including without limitation the following:

   A. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution.
   B. Providing information concerning any or all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services.
   C. Working with the Board's other service providers in the implementation and integration of the Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Services.
   D. Providing reasonable access to and use of the Provided Resources.

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E. Performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this section.

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

8. **Software Warranties and Representations.** For any Software that may be supplied or licensed to the Board or otherwise used in performance of the Services, Vendor represents and warrants that the following shall be true and correct as of the effective date of the Agreement and shall continue to be true and correct during the Term of the Agreement and any Renewal Terms:

A. Compatibility. The Software is compatible with and shall support implementation and full utilization as set forth in the Scope of Services.
B. Documentation Warranty. The documentation provided to the Board concerning the Software shall be kept current with the upgrades of the Software.
C. Title Warranty. Vendor has the lawful right, power, and authority to license the Software.
D. Software Performance. The Software shall perform the functions described in the Documentation on any hardware/operating system combination on which Vendor has indicated that such Software shall perform such functions. Vendor shall correct any failure of the Software to perform in accordance with the Documentation within five (5) business days.
E. Free of Defect Media Warranty. The tapes, diskettes, flash drives, and CD-ROM and other media on which the Software is furnished shall be free from defects in materials and workmanship under normal use for 90 days.
F. Free of Computer Viruses. Vendor will use commercially reasonable best efforts to ensure that the Services, including but not limited to any Software used in the performance of the Services, are free and do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms rootkits, keyloggers, redirectors, or other computer viruses into the Board's network, systems, and computers. Vendor will also maintain a master copy of the appropriate versions of the Software, free of computer malware, if applicable.
G. Not Alter Program. Vendor will not, directly or through a third party, knowingly remove, alter, change or interface with the Software for the purpose or preventing the Board from utilizing the Software.
H. No Disabling Code. Vendor will not knowingly cause any disabling code to be incorporated into the Software.
I. Enhancement Warranty. Any enhancements shall perform as described in the Documentation.
J. Software Customization. Any customizations of the Software shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party. In addition, Vendor hereby represents and warrants that any Software application customized shall meet the specifications as provided in the Agreement. If the Board notifies Vendor, or Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties, the Vendor shall, at its own expense, promptly correct such non-performance, error or defect, but in no event later than 30 days after notification by the Board. Any repair or replacement of Software or Services or portions thereof will be additionally and automatically warranted therein. CARNEGIE LEARNING

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT F

STATEMENT OF WORK FOR NEW APPROVED PRODUCTS

This Statement of Work for New Approved Products ("**New Product SOW**") is executed pursuant to that certain Master Services and Data Sharing Agreement for Educational Technology Products and Services dated _____between the Board of Education of the City of Chicago ("**Board**" or "**CPS**") and the Vendor named below ("**Master Agreement**"). Terms not defined in this New Product SOW shall have the meaning set forth in the Master Agreement.

Vendor Name: _____ **New Product SOW#**: _____

In addition to those Approved Products listed on **Exhibit A** of the Master Agreement, the above named "Vendor" shall provide the Approved Products listed below at the Prices listed below in accordance with the terms and conditions of the Master Agreement, including the Maximum Compensation Amount set forth therein. This New Product SOW is void unless it is completed in compliance with the terms of the Master Agreement and: (i) includes a completed Approved Student Data Attachment, the form of which is attached hereto as **Attachment 1**, (ii) includes a detailed, written description of each new product and service, (iii) includes any related pricing; and (iv) includes the corresponding RFQ solicitation number; and (iv) is executed by the Board's Chief of Teaching and Learning, Chief Information Officer and Chief Procurement Officer, and the above named vendor's authorized signatory.

Any products and services qualified and approved by the Board hereunder shall become "Approved Products" upon full completion and execution of required documents set forth in this paragraph, and shall be subject to, and comply with the terms of this Master Agreement, including, but not limited to those terms regarding compensation, Student Data and compliance with SOPPA. This New Product SOW shall not modify, amend, or add legal terms, conditions, or provisions; shift risks or liabilities between the parties, or otherwise constitute a material revision. In the event of a conflict or inconsistency between the terms and conditions of a New Product SOW and the terms and conditions of the Master Agreement, the Master Agreement controls. **The fully executed New Product SOW and Approved Student Data Attachment shall be retained by the Procurement Department and posted on the CPS Procurement website with the Master Agreement, with a copy to the Office of Teaching and Learning.**

PRICING EXHIBIT FOR EDUCATIONAL TECHNOLOGY PRODUCTS											
Vendor Name:											
Vendor Contact Name:											
Contact Phone:											
Contact Email:											
PROGRAM INFORMATION				PRODUCT COSTS			Rebate to District			Additional Cost (must provide details in description)	
Program Name	Description	Minimum # of Participants Served	Maximum # of Participants Served	Per Student Product Cost	Per Classroom Product Cost	Per School Product Cost	FY Aggregate District Spend Over $200k % Rebate	FY Aggregate District Spend Over $300k % Rebate	Materials *(If applicable)*	Additional Cost Description	Other
Services:											

IMPORTANT:

- The Approved Student Data Attachment **must** be attached to this New Product SOW as Attachment 1.
- The fully executed New Product SOW and Approved Student Data Attachment shall be retained by the Procurement Department and posted on the CPS Procurement website with the Master Agreement, with a copy to the Office of Teaching and Learning.
- Order of Signing the New Product SOW is:

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1. Vendor's authorized signatory
2. CPS Project Manager, Anthony Reynoso

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THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

The undersigned have executed this New Product SOW effective as of [Insert Date].

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
Anthony Reynoso, Board Project Manager

CARNEGIE LEARNING

By: _____

Name: Julie Katruska

Title: CFO

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THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

ATTACHMENT 1

APPROVED STUDENT DATA
FOR NEW PRODUCT SOW #____
STUDENT DATA EXHIBIT

This Student Data Exhibit ("**Student Data Exhibit**" or "**Exhibit**") will be conducted pursuant to the terms and conditions of the Agreement by and between the Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"), and the Vendor. Defined terms used in this Student Data Exhibit will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Student Data Exhibit and the Agreement, the Agreement shall govern and control.

The purpose of this Exhibit is to address student data 1) collection, 2) disclosure, 3) sharing, and 4) use by Vendor, in the process of providing services to CPS, and is required by The Student Online Personal Protection Act ("SOPPA") and The Family Educational Rights and Privacy Act ("FERPA").

I. Student Data Collected

CPS understands that Vendor will be collecting Student Data in the provision of Products and Services to CPS. The data collected pursuant to this Agreement shall be limited to the following, and only be collected by the Vendor if reasonable within the scope of their services under the Agreement:

- ☐ Name
  - ☐ Rostering and Tracking
  - ☐ Reporting
  - ☐ Other: _____
- ☐ Email Address
  - ☐ Authentication and Unique Identifier
  - ☐ Email Notifications
  - ☐ Rostering
  - ☐ Other _____
- ☐ Grade Level
  - ☐ Delivery of grade level specific content
  - ☐ Matching students with proper curriculum for use of the platform
  - ☐ Rostering
  - ☐ Reporting for Teachers and Staff
  - ☐ Other: _____
- ☐ Classroom
  - ☐ Matching students with proper curriculum for use of the platform
  - ☐ Rostering
  - ☐ Reporting for CPS teachers and staff
  - ☐ Other: _____
- ☐ Teacher
  - ☐ Matching students with proper curriculum for use of the platform
  - ☐ Rostering
  - ☐ Reporting for CPS Teachers and Staff
  - ☐ Other: _____
- ☐ School
  - ☐ Matching students with proper curriculum for use of the platform

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- ☐ Rostering
- ☐ Reporting for CPS Teachers and Staff
- ☐ Other: _____

☐ Language
- ☐ Use of the platform in Student's primary language
- ☐ Reporting for CPS Teachers and Staff
- ☐ Other: _____

☐ Age - date of birth will not be permitted absent exigent circumstances
- ☐ Rostering
- ☐ Reporting for CPS Teachers and Staff
- ☐ To ensure that only age appropriate content is presented to the Student
- ☐ To match the Student with prospective colleges and/or scholarship opportunities
- ☐ To be used to tailor effective counseling for Social Emotional Learning
- ☐ Other: _____

☐ Student ID
- ☐ Rostering
- ☐ Reporting for CPS Teachers and Staff
- ☐ Other: _____

☐ Username
- ☐ Logging onto the Platform
- ☐ Identification of Student on the Platform
- ☐ Other: _____

☐ Password
- ☐ Logging onto the Platform
- ☐ Other: _____

☐ Student Grades
- ☐ Benchmarking Student progress
- ☐ To match the Student with prospective colleges and/or scholarship opportunities
- ☐ Other: _____

☐ Student Test Scores
- ☐ Benchmarking Student progress
- ☐ To match the Student with prospective colleges and/or scholarship opportunities
- ☐ Other: _____

☐ Survey Responses (non PII only) *Cannot be used for Marketing Purposes/SOPPA Prohibited*
- ☐ Benchmarking Student progress
- ☐ Reporting purposes for questions created by CPS staff or teachers (No PII)
- ☐ Other: _____

☐ IP Address
- ☐ Logging
- ☐ Auditing
- ☐ Security
- ☐ Other: _____

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

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- ☐ Gender - Only to be used in the following circumstances:
  - ☐ To tailor effective counseling for Social Emotional Learning
  - ☐ To match the Student with prospective colleges and/or scholarship opportunities
  - ☐ To ensure an equal and bias free experience (i.e. in relation to assessment questions)
  - ☐ For reporting for CPS teachers and staff.
- ☐ Race/Ethnicity: Only to be used in the following circumstances:
  - ☐ To tailor effective counseling for Social Emotional Learning
  - ☐ To match the Student with prospective colleges and/or scholarship opportunities
  - ☐ To ensure an equal and bias free experience (i.e. in relation to assessment questions)
  - ☐ For reporting for CPS teachers and staff.

If the Vendor is collecting any other category of student data, they must be listed here, along with the purpose for collection:

- ☐ Other: _____
  - ☐ Purpose:
- ☐ Other: _____
  - ☐ Purpose
- ☐ Other _____
  - ☐ Purpose

II. DATA SECURITY & INTEGRATIONS

Vendor must integrate with CPS' approved identity provider and rostering solution (Clever, One Roster, Classlink). Student Data shall not be transmitted through email. Vendor must integrate with CPS Single Sign-on. Exchange data may be accomplished using s-FTP, API, and/or web services if applicable. Authentication mechanisms and integration must comply with the Agreement, and must be compatible with the latest version of SAML protocol, or other CPS approved SSO service platforms (Google SSO, SAML, OAuth, OpenID Connect, WS-Federation, CAS).

III. Disclosure of Student Data To Third Parties

A list of all entities to which Vendor discloses student data to, or stores student data with, must be provided by Vendor below or be provided as an attachment to this Exhibit. The student data disclosed and the purpose for disclosure must also be listed. Any Third Party or Subprocessor not listed will be unauthorized to utilize or store Student Data in providing Services under this Agreement. (Examples here would be vendors used to provide customer service, troubleshooting, aid in rostering, configuration and authentication of the application, or storage of Student Data).

THIRD PARTY/SUBPROCESSOR NAME	STUDENT DATA SHARED	PURPOSE FOR SHARING STUDENT DATA

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IV. VENDOR'S PRIVACY POLICY

A link to the Vendor's Privacy Policy is required. The Vendor's Privacy Policy can be found here _____.

Vendor attests that the information provided pursuant to this Exhibit is thorough and correct. Any Student Data not listed on this Exhibit cannot be collected by the Vendor, and any Third Party not listed pursuant to this Exhibit will be unauthorized to utilize or access Student Data in providing services.

CARNEGIE LEARNING

By: _____

Name: Julie Katruska

Title: CFO

Date: 6/9/2025