

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**MASTER SERVICES AND DATA SHARING AGREEMENT
FOR EDUCATIONAL TECHNOLOGY PRODUCTS AND SERVICES**

(THE ACHIEVEMENT NETWORK, LTD.)

This MASTER SERVICES AND DATA SHARING AGREEMENT FOR EDUCATIONAL TECHNOLOGY PRODUCTS AND SERVICES ("**Master Agreement**") is entered into as of July 1, 2021 ("**Effective Date**") by the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, with offices located at 42 West Madison Street, Chicago, Illinois 60602 (the "**Board**" or "**CPS**"), and The Achievement Network, Ltd., with its principal place of business located at PO Box 843444, Boston, MA 02284 (the "**Vendor**"). Vendor and the Board are referred to herein collectively as the "**Parties**" or each individually as a "**Party**."

RECITALS

- A. The Board issued Request for Qualification No. 21-350023 for Educational Technology Products and Services ("**Ed Tech RFQ**") seeking providers interested in providing Ed Tech Products and Services (as defined below) in support of implementation of the Board's academic and instructional requirements as described further in the Ed Tech RFQ.
- B. Vendor responded to the Ed Tech RFQ and was selected by the Board to be a pre-qualified vendor to provide the Approved Products and Services as further described in this Master Agreement, and as identified on the list of Approved Products, which is attached hereto and incorporated into this Master Agreement as Exhibit A.
- C. The Board and Vendor now wish to execute this Master Agreement that defines the nature of their relationship, establishes general baseline pricing, and describes the manner in which Ed Tech Products and Services may be purchased under this Master Agreement.
- D. Vendor acknowledges that it is not guaranteed or entitled to receive any orders or payment solely by virtue of entering into this Master Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals**. The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term**. The term of pre-qualification and this Master Agreement shall be for a period of three (3) years commencing on July 1, 2021 and continue through June 30, 2024, unless terminated sooner as provided in this Master Agreement. The Board shall have the right to renew the pre-qualification status and this Master Agreement for one (1) option period of one (1) year.
3. **Scope of Products and Services**.
 - a. **Approved Products: Scope of Products and Services**. Vendor agrees to provide the Approved Products described herein in accordance with the terms of this Master Agreement. "**Services**" means, collectively, the services, deliverables, duties and responsibilities described and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Master Agreement, including without limitation any Products. "**Products**" means, collectively, any goods, hardware, Software (as defined herein), documentation, licenses, updates, components, equipment, or accessories as described in this Master Agreement that one would consider within the ordinary meaning of the product as understood in the applicable industry or field of business. Vendor has been pre-qualified to

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provide only the Products and Services identified on Exhibit A, which are referred to herein as the “**Approved Products**”. All references to Services, Products or Software herein shall mean the Approved Products. Vendor is prohibited from, and shall not provide any software, products or services to the Board, including any department or school, except those Approved Products listed on Exhibit A.

The Approved Products hereunder are “Educational Technology” or “Ed Tech” Products and Services, including educational and/or instructional technology that are (a) used by students or educators; (b) directly used for student learning or access; and/or (c) for core or supplemental curricular support, regardless of delivery medium, including but not limited to, Software, applications, websites, any technology, regardless of means of use, delivery and storage, direct distribution of Software, downloadable media, mobile application, cloud computing services, and/or through access to a secure website or open access website, and any updates, bug fixes, patches, operational modifications or corrections, components, equipment or accessories that are necessary for the operation of the Approved Products as proposed by Vendor and accepted by the Board. The Board retains final authority with respect to all decisions related to the Approved Products. The Board may, from time to time, request changes in the scope of Approved Products or to the listing of Approved Products, subject to the requirements, processes and documentation set forth herein.. In addition to any requirements set forth in this Master Agreement, the Approved Products must comply with the CPS Technology Information Requirements, Integrations and Data Management attached hereto as Exhibit G.

- b. Quantity. The Board assumes no obligation hereunder to purchase any quantity of Products or Services other than those identified on a Purchase Order issued by the Board.
- c. Uniform Commercial Code. In the absence of a governing provision under this Master Agreement or should any provision of this Master Agreement be construed by a court of competent jurisdiction as vague, the corresponding provision of the Uniform Commercial Code, Article 2, shall apply.
- d. Survival. The provisions of this Section 2 shall survive the expiration or termination of this Master Agreement.

4. Compensation; Purchase Orders; Billing And Payment Procedures; Electronic Payments.

- a. Compensation; Maximum Compensation Amount. Compensation for Approved Products shall be payable in accordance with the prices (“**Pricing**”) attached hereto as Exhibit C. Prices shall be firm as set forth in the Pricing for the Term. The total aggregate compensation payable to all vendors providing products and services through the Ed Tech pool shall not exceed the amount set forth in the authorizing Board Report, as referenced on the signature page of this Master Agreement, as may be amended (the “**Maximum Compensation Amount**”). Vendor agrees not to perform, and waives any and all claims for payment of Products and Services that would result in billings, beyond the above referenced not-to-exceed amount.

It is understood and agreed that the Maximum Compensation Amount referenced hereinabove is an aggregate 'not-to-exceed amount' across all vendors in the Ed Tech pool, and is not a guaranteed payment. Compensation shall be based on actual Approved Products delivered during the Term of this Master Agreement and the Board shall not be obligated to pay for any Products or Services not in compliance with this Master Agreement. In the event this Master Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received for Products, Services and deliverables 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

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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.

Notwithstanding the foregoing, Vendor may also provide certain Approved Products listed on Exhibit A at no cost to the Board (“**No Cost Approved Products**”). No Cost Approved Products will be made available for order by CPS schools and departments through the Board’s Marketplace system (as further described in Section 31 of this Master Agreement).

- b. **Purchase Orders.** Orders for purchases for which vendor is compensated hereunder pursuant to Section 4(a), must be on the Board’s Standard Purchase Order Form. The pre-printed terms and conditions found on the Board’s Purchase Order shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Master Agreement.
- c. **Billing and Payment Procedures.** All invoices must be submitted electronically via email in PDF format to cpsinvoice@cps.edu. Each email may only contain one invoice and must include the vendor’s name and the CPS Purchase Order number. All invoices must include:
- Vendor name and payment address.
 - Unique invoice number (determined by vendor).
 - Valid purchase order number (only one PO number may be referenced on each invoice).
 - Invoice date.
 - Itemized description of the Approved Products provided.
 - Date the Approved Products were provided.
 - Detailed pricing information such as quantities, unit prices, discount, and final net amount due.
 - Name of individual school where each Approved Product was provided, with a name of the Approved Product and number of licenses provided for each Approved Product.
 - Each invoice shall be limited to one individual school or network of schools or district level at a time unless purchased by the Board at a network level and/or district level through a PNI.

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

- d. **Electronic Payments.** Vendor agrees that, at the Board’s sole discretion, the Board may make payment electronically to Vendor for any and all amounts due to Vendor pursuant to this Master Agreement by means of the Board’s procurement charge card account. Vendor recognizes that any charge to the Board’s procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be

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deemed invalid and disputed by the Board. Vendor further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Vendor agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement.

5. **Standards of Performance.** Vendor shall devote, and shall cause all of its employees, agents, and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and to the satisfaction of the Chief Procurement Officer ("CPO"). Vendor shall retain and utilize, as required by law or by this Master Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform the Services in a professional and 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 this Master 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 Services or other deliverables or payment for any of the Services 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 Services, including any deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.
6. **Personnel.** The Board has retained Vendor because of Vendor's expertise and that of its employees, agents, volunteers and subcontractors. For the avoidance of doubt, all volunteers of Vendor shall be considered agents of Vendor. If the Board determines, in its sole discretion, that any employee, subcontractor or other person providing Services hereunder for Vendor is not performing in accordance with the performance or safety standards or other requirements of this Master Agreement, the Board shall have the right to direct Vendor to remove that person from performing Services under this Master Agreement.
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 this Master Agreement, the Board shall notify Vendor and this Master Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Master Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under this Master Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Master Agreement.
8. **Termination, Suspension of Services, Events of Default, Remedies, and Turnover of Documents.**
 - a. **Early Termination.** The Board may terminate this Master Agreement in whole or in part, without cause, 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

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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 this Master 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 this Master 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.

- b. Suspension of Services. The Board may direct Vendor to suspend Services in whole or part. Vendor shall promptly resume 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. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.
- c. Events of Default. Events of default ("**Events of Default**") include, but are not limited to, the following:
 - i. Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff;
 - ii. Any material misrepresentation by Vendor in the inducement or the performance of this Master Agreement.
 - iii. Breach of any term, condition, representation or warranty made by Vendor in this Master Agreement.
 - iv. Failure of Vendor to perform any of its obligations under this Master Agreement, including, but not limited to, the following:
 - 1. Failure to perform any portion of the Services in the manner specified in this Master Agreement.
 - 2. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services.
 - 3. Failure to promptly re-perform within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory.
 - 4. Discontinuance of the Services for reasons within Vendor's reasonable control.
 - v. Default by Vendor under any other agreement Vendor may presently have or may enter into with the Board.
 - vi. Failure to comply with any term of this Master Agreement, including but not limited to, the provisions concerning insurance, nondiscrimination, and MBE/WBE program participation goals, and any other acts specifically and expressly stated in this Master Agreement constituting an Event of Default.
 - vii. Where Services include contact with CPS students, any failure to comply with the

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Background Check Section of this Master Agreement, in whole or in part.

- viii. 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.
- d. 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 give Vendor an opportunity to cure the default within a certain period of time ("**Cure Period**"). The CPO shall give Vendor written notice of a default, either in the form of a cure notice ("**Cure Notice**") or, if no opportunity to cure is granted, a default notice ("**Default Notice**").

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

A written Default Notice shall be final and effective termination of this Master 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, 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 this Master Agreement, whether completed or in-process.

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

- i. Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Vendor. In such event, Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor under this Master 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;
- ii. Terminate this Master Agreement, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board;
- iii. Suspend 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;
- iv. Seek specific performance, an injunction or any other appropriate equitable remedy;
- v. Receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default;
- vi. Money damages;
- vii. Withhold all or part of Vendor's compensation under this Master Agreement that are due or future payments that may become due under this Master Agreement;
- viii. 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;

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- ix. The Board may elect not to declare Vendor in default or to terminate this Master Agreement.

The parties acknowledge that this provision is solely for the benefit of the Board and that 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 this Master Agreement nor shall the Board waive or relinquish any of its rights under this Master Agreement, at law, in equity or by statute, nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future. If the Chief Procurement Officer decides not to terminate, then she or he may decide at any time thereafter to terminate this Master Agreement, in whole or in part, in a subsequent Default Notice.

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

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

- e. Turnover of Documents and Records. Subject to the requirements of SOPPA set forth herein, upon demand of the Board after termination of this Master Agreement for any reason or the expiration of this Master Agreement by its terms, Vendor shall turn over to the Board or its designee within five (5) business days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to this Master Agreement or the performance or furnishing of Services, except that Vendor may keep a copy of such information for its own records subject to the terms of this Master Agreement.
9. **Assignment.** This Master Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Master Agreement or any obligations imposed hereunder without the prior written consent of the other party.

10. **Confidential Information.**

a. Definitions.

- i. **Confidential Information.** In the performance of this Master Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**" or "**CPS Data**"). Such Confidential Information may include, but is not limited to: Student-Generated Content (hereinafter defined), Student Data as further defined below, De-Identified Data, employee data, technical data and specifications, software, ideas, budget figures, operational details, unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Vendor. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or

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obtained by Vendor without violating the confidentiality obligations of this Master Agreement and any other agreements with the Board.

- ii. **Student Data.** “**Student Data**” means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology, including but not limited to the Approved Products (as defined in this Master Agreement and including without limitation Software) by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students relating to a CPS student. For purposes of this Master Agreement, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.
 - iii. **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.
 - iv. **Student Generated Content.** The term “**Student-Generated Content**” means materials or content created by a student through the Approved Products including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and videos. Student Generated Content is Student Data hereunder.
- b. Use of Confidential Information. Vendor shall only use Confidential Information for the sole purpose of providing Services, including the Approved Products to the Board and shall not disclose the Confidential Information except to those of its directors, officers, agents, servants, employees, and contractors who have a need to access the Confidential Information in order to perform the Services set forth in this Master Agreement. Vendor shall not copy or otherwise reproduce in any manner whatsoever the Confidential Information for any purposes outside the terms of this Master Agreement without the prior written consent of the Board, except where required for its own internal use solely to deliver the Services under this Master Agreement and strictly in accordance with the terms of this Master Agreement. Vendor shall use at least the same standard of care in the protection of Confidential Information as Vendor uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner and in compliance with all applicable laws. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), the Student Online Personal Protection Act (“**SOPPA**”), the Children’s Online Privacy Protection Act (“**COPPA**”), and the Illinois School Student Records Act (“**ISSRA**”).
- c. Handling of Confidential Information. Vendor shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are no less protective as those used to protect Vendor’s own confidential information and at least as secure as the following. When handling Confidential Information, which may include but is not limited to Student Data, Vendor shall:
- i. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt. Proposer shall not send with encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow

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decryption.

- ii. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.
- iii. Not leave Confidential Information in any medium unsecured and unattended at any time.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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 this Master Agreement.
- viii. 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.
- ix. Assure that its systems, Products and Services include at least the following safeguards:
 - 1. Include component and system level fault tolerance and redundancy in system design;
 - 2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser;
 - 3. Encrypt Confidential Information at rest and in transit;
 - 4. Authentication of users at logins with a 256-bit or higher encryption algorithm;
 - 5. Secure transmission of login credentials;

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6. Automatic password change routine;
 7. Trace user system access via a combination of system logs and Google Analytics;
 8. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software;
 9. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised;
 10. Employ an in-line intrusion prevention system that inspects incoming data transmissions;
 11. Prevention of hostile and unauthorized intrusion;
 12. Backup of all Confidential Information at least once every twenty-four (24) hours. Perform content snapshots at least daily and retain for at least ninety (90) days.
 13. 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 this Master Agreement.
- d. Dissemination of Information. Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Vendor's possession as a result of Services and/or materials provided under this Master Agreement, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.
- e. Press Releases; Publicity. Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property (as defined below), including but not limited to the CPS logo or the logos of any schools, during or after the performance or delivery of Products and Services without the prior express written consent of the Board's Chief Communications Officer or its designee. Furthermore, Vendor may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or its designee.
- f. Return or Destruction of Confidential Information. Vendor shall, at the Board's option, destroy or return all Confidential Information to the Board within five (5) business days of demand, or

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if no demand is made, it shall destroy or return all Confidential Information to the Board within five (5) days of the expiration or termination of this Master Agreement unless Vendor receives permission in writing from the Board's Chief Education Officer or his/her designee that Vendor may retain certain Confidential Information for a specific period of time. In the event the Board elects to have Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction. Vendor shall delete a specific student's Student Data upon the written request of the Board. In the event that Vendor is permitted to retain certain Confidential Information, such information shall be protected and handled in accordance with the terms of this Master Agreement for as long as Vendor is permitted to retain such Confidential Information.

- g. **Unauthorized Access, Use or Disclosure of Confidential Information.** If Vendor has knowledge of any unauthorized access, use, and/or disclosure of Confidential Information, in addition to obligations set forth herein regarding compliance with SOPPA, Vendor shall: (i) notify the Board immediately via email at privacyoffice@cps.edu, which in no event shall be longer than twenty-four hours from Vendor receiving notice of the unauthorized access, use, or disclosure; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably direct to remedy such unauthorized access, use or disclosure, including, if required under any federal or state law, providing notification to the affected persons. Vendor shall bear the losses and expenses (including attorneys' fees) associated with a breach of Vendor's obligations regarding Confidential Information as set forth in this Master Agreement, including without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. Vendor shall include this provision in any and all agreements it executes with subcontractors performing Services or providing Products under this Master Agreement.
- h. **Additional Obligations Regarding Treatment of Student Data.** In addition to the above stated obligations for the treatment and handling of Confidential Information and subject to the obligations and requirements under SOPPA, and as set forth Section 11 (Compliance with the Student Online Personal Protection Act), Vendor shall abide by the following obligations when handling, receiving, storing, transmitting or otherwise accessing Student Data:
- i. **Student Data Use.** Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Products, Services, and technology, for any purpose, including but not limited to amassing a profile about a CPS student or otherwise identify a CPS student except in furtherance of specific Services as set forth in this Master Agreement. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Products and Services to the Board under this Master Agreement.
 - ii. **Student Data Collection.** Vendor shall not collect Student Data except as specifically permitted hereunder and as necessary to fulfill its duties as outlined in this Master Agreement.
 - iii. **Marketing and Advertising.** Vendor shall not advertise or market to schools, students or their parents/guardians when the advertising is based upon any Student Data that Vendor has acquired because of the use by CPS students of that Vendor's site, Products, Services, or acquired in connection with this Master Agreement.
 - iv. **Student Data Mining.** Vendor is prohibited from mining Student Data for any purpose. Student Data mining or scanning of user content for the purpose of

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advertising or marketing to students or their parents/guardians is prohibited.

- v. **Student Data Transfer or Destruction.** Vendor will ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Vendor have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose.
- vi. **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 Master 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 Master Agreement. Student Data shall remain under the control of the Board throughout the Term of this Master Agreement, including any Renewal Terms. This Master 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.
- vii. **Sale of Student Data.** Vendor is prohibited from selling, renting, trading, or otherwise transferring 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.
- i. **Volunteers, Employees, Agents, and Subcontractors.** Vendor agrees to provide its volunteers, employees, agents, and subcontractors only such Confidential Information that is necessary for the delivery of Products and the performance of Services pursuant to this Master Agreement and to cause its volunteers, employees, agents, and subcontractors to undertake and comply with the same obligations as agreed to herein by Vendor.
- j. **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.
- k. **Survival.** The provisions of this Section shall survive the termination or expiration of this Master Agreement.

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

- a. The parties acknowledge that Student Data hereunder includes student information that is “**Covered Information**” and that Vendor qualifies and is acting hereunder as an “**Operator**”. Defined terms used in this Section will have the same meanings as those given in the Student Online Personal Protection Act (105 ILCS 85/1 *et. seq.*) (“**SOPPA**”) and in the Board’s Student Online Personal Protection Act Policy adopted on January 27, 2021 (21-0127-PO3), as may be amended from time to time. Requests regarding Covered Information hereunder shall be made by and received from the Board’s authorized SOPPA representative, at privacyoffice@cps.edu (the “**CPS SOPPA Representative**”).
- b. Vendor, as an Operator, acknowledges that it is: (i) acting as a “school official” with a legitimate educational interest (as used in Family Educational Rights and Privacy Act (FERPA)); (ii) is performing an institutional service or function, under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of

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Covered Information as the term is defined in SOPPA; (iii) shall use and maintain the Covered Information only for a purpose authorized by the Board in accordance with the Board's instructions; and (iv) shall not re-disclose such information to third parties or affiliates except as authorized under this Agreement or with permission from the Board or pursuant to court order, unless otherwise permitted by SOPPA:

- i. Security. Implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Covered Information from unauthorized access, destruction, use, modification, or disclosure.
 - ii. Breach. If a "**Breach**", as defined in SOPPA, is attributed to Vendor, its officials, agents employees and Subcontractors and Subprocessors, as defined below, Vendor shall: (i) be liable for any costs and expenses incurred by the Board in investigating and remediating the Breach, including, but not limited to those costs and expenses identified in 105 ILCS 85/15(4)(D)(i)-(iv); (ii) no later than twenty-four (24) hours after the determination that a Breach has occurred, Vendor must do the following:
 1. Send notice to the CPS SOPPA Representative at privacyoffice@cps.edu within twenty-four (24) hours of such determination.
 2. Such notice shall provide the following information:
 - a. any statement Vendor intends to make to third parties regarding the Breach, which Vendor shall not issue publicly or otherwise disseminate without the prior express written consent of the Board's Chief Communications Officer or his/her designee;
 - b. the number of CPS students impacted by the Breach, as well as the date, estimated date, or estimated date range of the Breach;
 - c. the name, title, and contact information of the Vendor representative managing the Breach;
 - d. a description of the Covered Information that was compromised or reasonably believed to have been compromised in the Breach;
 - e. information that the parent may use to contact the Vendor to inquire about the Breach, which must include but shall not be limited to the toll-free numbers, addresses, and websites for consumer reporting agencies, the toll-free number, address, and website for the Federal Trade Commission; and
 - f. a statement that the parent may obtain information from the Federal Trade Commission and consumer reporting agencies about fraud alerts and security freezes.
- iii. Data Deletion.
 1. In addition to obligations set forth in the Parent Access subsection of the Additional Obligations Section below as to inspection and review and correction of factual inaccuracies, Vendor agrees to comply with requests for data deletion as follows:
 - a. Requests for deletion should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - b. Vendor shall appoint a data request manager to receive and process requests to delete Covered Information as further described below.
 - c. Upon receipt of a request to delete a student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall delete the student's Covered

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Information within seven (7) calendar days of receiving such request, unless a student or his or her parent consents to the maintenance of the Covered Information.

- d. Vendor shall cooperate with requests for confirmation, redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
 2. Vendor must delete or transfer to the Board, at the direction of the CPS SOPPA Representative, all Covered Information if the information is no longer needed for the purposes of the Agreement, at the end of each academic year within the Term, or within ten (10) calendar days of the later of either (i) Vendor's completion of any reports required hereunder, or (ii) the termination or expiration of this Agreement. Vendor will provide the Board confirmation of deletion upon request.
- iv. Publication.
1. Identify, through the attached Exhibit B, an explanation of the data elements of Covered Information that the Board will disclose pursuant to this Agreement and an explanation of how the Board uses, to whom or what entities it discloses, and for what purpose it discloses the Covered Information.
 2. In accordance with SOPPA and the Board's FOIA obligations as further described herein, the Board will make this Agreement available for public inspection on its website, which shall thereby also publicly disclose Exhibit B, which includes material information about Vendor's collection, use, and disclosure of Covered Information.
- v. Covered Information Access Listing. Vendor shall provide, in the attached Exhibit B, to the Board a list of any subcontractors or third party affiliates to which Covered Information may, has been, or will be disclosed. Vendor will also provide a link to Vendor's website clearly listing such information. Vendor must keep this list current at all times through the link identified in Exhibit B.
- vi. Comply with SOPPA limitations on a student's Covered Information:
1. A student's Covered Information shall be collected only for Pre-K through 12 School Purposes and not further processed in a manner that is incompatible with those purposes.
 2. A student's Covered Information shall only be adequate, relevant, and limited to what is necessary in relation to the Pre-K through 12 School Purposes for which it is processed.
- vii. Compliance. Vendor shall comply with all requirements set forth in SOPPA, the Board's SOPPA policy and guidelines, and any other higher standard set forth herein as to Operators, as defined in SOPPA, including but not limited to providing all required listings, statements, descriptions, and notifications and developing processes, including for breaches.
- c. Vendor Prohibitions. Vendors are prohibited from:
- i. Engaging in any advertising to schools, students or their parents/legal guardians as set forth in the Confidentiality Section of this Agreement, including but not limited to any Targeted Advertising on the Vendor's site, service, or application or Targeted Advertising on any other site, service, or application if the targeting of the advertising

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is based on any information, including Covered Information and persistent unique identifiers, that the Vendor has acquired pursuant to this Agreement.

- ii. Collecting Covered Information from district staff or outside of the permissions granted under this Agreement.
 - iii. Using information including persistent unique identifiers, created or gathered by the Vendor's site, service, or application to amass a profile about a student.
 - iv. Selling, renting, leasing, or trading a student's information, including Covered Information, as additionally stated in the Sale of Student Data Section of this Agreement.
 - v. Disclosing Covered Information, except for circumstances allowable under SOPPA with the express written permission of the CPS SOPPA Representative, and pursuant to this Agreement.
- d. 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 this Master Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. For the purposes of this Agreement, "Subprocessors" shall be defined as 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. For purposes of this Agreement, any reference to subcontractor shall include Subprocessors.
 - ii. Limitations on Subcontractors. Vendor is prohibited from using a platform other than its own and herein approved as an Approved Product to provide the Services. No Services provided hereunder shall be delivered using the platform, software, website, or online or mobile application operated by an entity other than Vendor that would otherwise be an "Operator" itself.
 - iii. Parent Access. Vendor shall establish reasonable procedures by which a parent, legal guardian, or eligible student may inspect and review Covered Information, correct factual inaccuracies, and procedures for the transfer of student-generated content to a student's own personal account, consistent with the functionality of services. Vendor can only accept inquiries for such inspection and review or correction of factual inaccuracies from the CPS SOPPA Representative.
 - 1. Requests for Inspection and Review.
 - a. Requests for inspection and review should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - b. Vendor shall appoint a data request manager to receive and process requests to inspect and review Covered Information as further described below.
 - c. Upon receipt of a request to inspect and review the student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall furnish the requested information in a PDF format to privacyoffice@cps.edu within seven (7) calendar days of receiving such request.

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

2. 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 any factual inaccuracy contained in a student's Covered Information.
- c. Upon receipt of a request from the Board to correct any factual inaccuracy contained in a student's Covered Information, Vendor shall correct the identified factual inaccuracy within seven (7) calendar days of receiving such request.
- d. Vendor shall confirm the correction of any factual inaccuracy 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.

12. Intellectual Property.

- a. Intellectual Property Defined. Intellectual Property shall mean all trademarks, trade dress, copyrights and other intellectual property rights in the materials used in the delivery of the Approved Products under this Master Agreement.
- b. Board's Intellectual Property. Vendor agrees that all Confidential Information, as well as any Intellectual Property arising therefrom, shall at all times be and remain the property of the Board. The Board's Intellectual Property shall include specifically any documents and materials created by the Board either alone or in cooperation with Vendor in connection with the Services, including but not limited to such materials that are adapted or reproduced from Vendor's materials ("**Board Materials**"). Any and all unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow, charts, methods, processes, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of Services ("**Work 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. Vendor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to intellectual property rights as defined in this Section. Board Materials shall exclude any and all (i) third party intellectual property, and (ii) pre-existing Vendor intellectual property that is delivered to the Board as part of the Products and Services. Upon written agreement between the parties, Vendor may be licensed to use the Board's Intellectual Property for specifically defined uses and terms.

Unless otherwise specified in this Master Agreement, all of the foregoing items shall be

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delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of this Master Agreement within five (5) business days of demand. In addition, Vendor shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

- c. Vendor's Intellectual Property. All Intellectual Property owned by Vendor prior to, created independently of the Services under this Master 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 Master 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.
 - d. Third Party Intellectual Property. Vendor represents and warrants to the Board that Vendor, in connection with providing the Products and Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other confidentiality or proprietary right of any person or other third party.
 - e. Survival. The obligations set forth in this Section shall survive the termination or expiration of this Master Agreement.
13. **Representations and Warranties of Vendor**. Vendor represents and warrants that the following shall be true and correct as of the effective date of this Master Agreement and shall continue to be true and correct during the Term of this Master Agreement and any Renewal Terms.
- a. Licensed Professionals. Vendor is appropriately licensed under Illinois or other applicable law to perform Services required under this Master Agreement and shall perform no Services for which a professional license is required by law and for which Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.
 - b. Compliance with Laws. Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal statutes, laws, ordinances, and regulations relating to this Master Agreement, and the performance of Services, in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*; the Drug-Free Workplace Act; the Illinois School Student Records Act ("**ISSRA**"); the Family Educational Rights and Privacy Act ("**FERPA**"); the Student Online Personal Protection Act ("**SOPPA**"); the Children's Online Privacy Protection Act ("**COPPA**"); the Protection of Pupil Rights Amendment ("**PPRA**"); and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at www.cps.edu. In addition, Vendor shall comply with any governmental regulations, requirements and guidelines and Board guidelines, policies, and rules in effect now or later, and as amended from time to time related to COVID-19, including without limitation all reporting requirements and requirements or recommendations regarding face coverings and social distancing.
 - c. 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 this Master Agreement.
 - d. 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 this Master Agreement, and

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execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Master Agreement which shall constitute valid, binding obligations of Vendor.

- e. Financially Solvent. Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Master Agreement.
- f. Gratuities. No payment, gratuity or offer of employment was made by or to Vendor in relation to this Master Agreement or as an inducement for award of this Master Agreement.
- g. Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
- h. Third Parties' Intellectual Property. In performing and delivering the Services under this Master 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 this Master Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Master Agreement.
- i. Warranty of Title. Vendor warrants title to all Products and Services sold or provided to Board and warrants that all Products and Services sold or provided 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 Products and Services and that Vendor shall warrant and defend title against all claims.
- j. 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 this Master Agreement to the Board.
- k. Free of Computer Viruses. In addition to Vendor's Software warranties and representations detailed herein, Vendor shall use commercially reasonable best efforts to ensure that the Services, including but not limited to any Software used in the performance of the Services, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.
- l. Technical Accuracy. All Services will be technically accurate and correct and performed in strict accordance with the requirements of this Master Agreement.
- m. Debarment and Suspension. Vendor certifies, to the best of its knowledge and belief, after due inquiry, that:
 - i. It, its principals, or its subcontractors providing Services under this Master 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).
 - ii. It, its principals, or its subcontractors providing Services under this Master Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department

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or agency or any unit of state or local government.

- iii. It, its principals, or its subcontractors providing Services under this Master Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

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

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

- n. Prohibited Acts. Within the three (3) years prior to the effective date of this Master Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.
 - o. Continued Disclosure Requirement. If at any time during the Term of this Master Agreement or during any Renewal Terms, Vendor becomes aware of any change in the circumstances that makes the representations and warranties stated above no longer true, Vendor must immediately disclose such change to the Board.
 - p. Survival. All representations and warranties will survive inspection, acceptance, payment and expiration or termination of this Master 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 this Master Agreement.
14. **Background Check**. Vendor shall comply with the following requirements and such other procedures as may be determined necessary by the Board from time to time for each employee, agent, volunteer or subcontractor who may have contact with a CPS student as a result of this Master Agreement (individually and collectively “**Staff**”) (“**Background Check**”). For purposes of this Section, contact via text messages, live chats, emails, any other digital or online media, telephone, in person, or through any other means shall be considered “contact”. Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:
- a. Do Not Hire List. The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to this Master Agreement by checking the Board’s “Do Not Hire” (“**DNH**”) records (“**DNH Check**”). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.
 - b. Criminal History Records Check. Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with a CPS student pursuant to this Master Agreement through the process established by the Board, including using the Board’s contracted vendor for conducting such checks, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), which refers to and incorporates the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration

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Act (730 ILCS 154/1 et seq.) (collectively "**Criminal History Records Check**"). A complete Criminal History Records Check includes the following:

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

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

- c. 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 this Master Agreement for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("**DCFS**") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff ("**DCFS Check**"). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check, and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not access any Board facility and shall not have contact with any CPS student hereunder.
- d. Background Check Representations and Warranties. With respect to each Background Check, Vendor further represents and warrants that Vendor shall:
 - i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
 - ii. Obtain 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;
 - iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check before any contact with a CPS student may occur;
 - iv. When contact with a CPS student may occur, not allow any Staff to provide Services until a DNH Check, Criminal History Records Check, and DCFS Check have been completed by the Board and the results of the Background Check satisfy for the Board, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended;
 - v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance of the Background Check and its update process; and

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- vi. Immediately remove from any contact with any CPS student pursuant to this Master Agreement and otherwise terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.
- e. Allocation of Costs and Liquidated Damages. Vendor is obligated to cause the Background Check to be performed for all Staff who may have contact with any CPS student pursuant to this Master Agreement, and Vendor shall be responsible for the costs of such Background Check. Whether or not Vendor allocates the costs to its subcontractors shall not affect Vendor's obligations in this Section.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Master Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Master 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 this Master 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 this Master Agreement or by law.

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

- 15. Research Activities and Data Requests. Vendor shall not conduct research in the Chicago Public Schools or use CPS Data or Student Data for research purposes. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research purposes in connection with this Master Agreement or for any other purposes, Vendor shall comply with the Board's External Research Study and Data Policy (19-1211-PO3) adopted on December 11, 2019, as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Education Officer.
- 16. 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 this Master 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.

Vendor shall comply with the CPS Acceptable Use Policy, Vendor Policy found at <https://cps.edu/AcceptableUsePolicy/Pages/vendorPolicy.aspx>, as may be amended ("Vendor AUP"); and with Vendor's tier designation assigned by the CPS Department of Procurement. Vendor represents and warrants that:

- a. Vendor has submitted the CPS Vendor Tier Attestation Form executed by an authorized signatory of Vendor.
- b. Vendor will comply with all Vendor AUP requirements and restrictions.
- c. Vendor has been notified by email that it has received a tier designation from the CPS Procurement Department and that Vendor and each of its employees, agents, volunteers or subcontractors who provide Approved Products shall not have any contact or engagement

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outside of Vendor's assigned tier designation

- d. Vendor's Account Manager and all staff, subcontractors and volunteers have completed the "Vendor Tier Training for Remote Learning Period" which outlines the types of permitted contact that vendors may have with CPS staff, CPS families, and CPS students based on Vendor's tier status assigned by the CPS Procurement Department.
17. **Independent Contractor.** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. As an independent contractor, Vendor agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. To the extent that Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, Vendor shall be solely responsible for paying such taxes. Vendor agrees that neither Vendor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number. In the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of the use of Vendor's employees under this Master Agreement, Vendor shall indemnify the Board for any such liability.
18. **Indemnification.** Vendor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character (collectively "**Claims**") arising or alleged to arise out of the acts or omissions of Vendor, its officers, agents, employees and subcontractors in the performance of this Master Agreement. The foregoing obligation extends to and is intended to encompass any and all Claims that the Products and/or Services or any other product or service infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property right of a third party.

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

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. 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

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Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

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

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

19. **Non-Liability of Board Officials.** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under this Master Agreement or be held personally liable under this Master Agreement to Vendor, its members if a joint venture, or any subcontractors.
20. **Board Not Subject to Taxes.** The federal excise tax does not apply to the Board, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The amounts paid to Vendor are inclusive of all other taxes that may be levied or based on this Master Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Master 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.
21. **Audit and Records Retention.** Vendor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance by the Vendor with this Master Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit. Vendor shall maintain all records related to this Master Agreement. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to this Master Agreement and Vendor's performance of Services. Specifically, and subject to any additional obligations required under applicable laws, including SOPPA, 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 for three hundred sixty-five (365) days, in accordance with the Board's E-Mail Retention Policy, adopted July 25, 2007 (07-0725-PO3), as may be amended. All records referenced above shall be retained for at least five (5) years after the termination or expiration of this Master Agreement and shall be subject to inspection and audit by the Board, subject to modification by the terms of this Master Agreement. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. Vendor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
22. **Freedom of Information Act.** Vendor acknowledges that this Master 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 this Master Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Master Agreement shall be posted on the Board's Internet website.
23. **MBE/WBE Program.** Vendor acknowledges that it is familiar with the requirements of the Board's

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“*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 <http://www.csc.cps.k12.il.us/purchasing/mwbe.html> and is incorporated as if fully set forth herein. Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Vendor agrees to submit such documentation in connection with the program as may be requested by the Board.

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

24. **Right of Entry.** Vendor and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use and shall cause each of its officers, employees and agents to use the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Master Agreement, including without limitation, the indemnification provisions contained in this Master Agreement.
25. **Principal’s Right to Direct.** The principal at each school shall have the authority, to the maximum extent possible, to direct Vendor and its subcontractors when performing the Services on the school site.
26. **Non-Discrimination.** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual’s race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual’s status as an employee because of such individual’s race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Vendor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. § 1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended and all other applicable federal, state, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the Vendor’s employees or the Vendor’s subcontractors’ employees.
27. **Minimum Wage.** In the performance of this Master Agreement, Vendor must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board’s Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board’s CPO. The Board’s

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resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at:

https://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf.

The Board's Resolution may be downloaded from the Chicago Public School's website at: https://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf. In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

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

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

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

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

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

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

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

28. **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 this Master Agreement or as an inducement for the acceptance of this Master Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.
29. **Authority.** Vendor understands and agrees that Vendor is not an authorized representative of the Board or the Chicago Public Schools. All agreements and approvals (written or verbal) of the Board or the Chicago Public Schools must be made by authorized Board employee(s).
30. **Account Management.** Vendor must provide a single point of contact who is assigned to oversee and

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manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting (“**Account Manager**”). Vendor shall also be required to have periodic meetings with the Department of Procurement personnel for reasonable contract review meetings as well as an annual review at a time determined by the Department of Procurement. Vendor must support the Board with an appropriate number of personnel to meet the Board’s needs.

31. **Marketplace.** The Board utilizes an eProcurement system referred to as ‘Marketplace’ for electronic order placement of goods and services via a hosted eCatalog. At the Board’s sole discretion, the Board may eliminate use of an eProcurement system or determine that certain services or goods may not be made available for purchase by the Board through an eProcurement system. Access to Marketplace is for internal CPS use only. CPS schools, networks and departments may use Marketplace to place an order/purchase. Once a purchase is made through the Marketplace, a Purchase Order (“**PO**”) will be sent to the Vendor electronically through the CPS iSupplier portal. Vendor shall have the option of making its Services available through Marketplace; however Vendor is not required to utilize Marketplace. Purchases of Approved Products for which Vendor will receive compensation hereunder must be made through a PO. Marketplace is a supplemental tool for the Board’s benefit and efficiency and is not to be used in lieu of the process for placing orders or obtaining services as otherwise provided in this Master Agreement. Use of the Marketplace by Vendor may result in greater visibility of Vendor’s Services to CPS Schools, Networks and Departments. If Vendor chooses to use Marketplace, Vendor is responsible for entering the description of the Services and associated pricing into the Marketplace and must maintain its own catalog(s).

The information entered into the Marketplace by Vendor must be in conformity with the terms of this Master Agreement. Prior to making any changes to the Marketplace, Vendor must first submit the proposed modification or amendment to the Board’s designated Project Manager or as otherwise designated by Board for review and approval, which approval must be documented by a written amendment signed by the authorized representatives of both Parties in accordance with the terms of this Master Agreement. Any addition, deletion, change, modification or substitution of Services in Marketplace that is not made in compliance with this Master Agreement shall be void.

Vendor may not include on the CPS Marketplace hyperlinks to any external site. Vendor recognizes that any deviation in the description of Services entered in the Marketplace by Vendor from the Approved Products described herein that results in an order being placed will result in that order being deemed invalid by the Board and any associated cost not owed by the Board.

In the event of a conflict between a PO and this Master Agreement, the terms of this Master Agreement shall prevail.

32. **Charter School Participation.** Charter schools which receive funding from the Board shall be eligible to purchase Services pursuant to the terms and conditions of this Master Agreement and, if such charter schools are authorized by their governing bodies to execute such purchases, by issuing their own purchase order(s) to Vendor. The Board shall not be responsible for payment of any amounts owed by charter schools. The Board assumes no authority, liability or obligation on behalf of any charter school.
33. **License, Implementation, Hosting, and Support.** Vendor shall assure that the following will apply to the Approved Products, as necessary and applicable: Licenses, Permissible Board Actions, Implementation of the Products and Services, Licensed Users, Products Maintenance, Products Support, Hosting, Compatibility and Data Flow, etc.
- a. **License.** Vendor hereby grants to the Board a non-exclusive, worldwide, non transferable, royalty-free (except for fees specified in this Master Agreement) license to use, through the Term of this Master Agreement, including any Renewal Terms, the Vendor’s Software (“**Software**”), which is included in the definition of “Approved Products” herein. The Software includes any software and applications, regardless of the medium of delivery, updates, bug fixes, patches, operational modifications or corrections, components, equipment, or

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accessories that are necessary for the operation of the Software as proposed by Vendor and accepted by the Board. The Software and any accompanying documentation shall at all times remain the sole and exclusive property of Vendor or, alternatively, the sole and exclusive property of a third party from whom Vendor has obtained all necessary rights and permissions to sub-license the Software to the Board. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software outside of the CPS except as expressly provided herein. The Board shall not copy or knowingly permit the copying by any third party of the Software (other than for a reasonable number of back-up copies) or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Software except as permitted under this Master Agreement. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Software without the prior written consent of Vendor. To the extent that the Software is bundled with or otherwise cannot be purchased separate from certain of Vendor's hardware, equipment, or accessories (collectively "**Hardware**"), such Hardware shall be subject to the terms and conditions of this Master Agreement.

- b. Licensed Users. Vendor shall provide a username and password for each licensed user of the Software, if applicable. "**Licensed Users**" or "**Board Users**" usually means those schools, administrators, teachers, students, parents and/or legal guardians, and other identified individuals licensed to access the Software. Unless specifically stated in this Master 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 Master Agreement. Unless specifically stated otherwise, a Licensed User may continue to use the License throughout the Term or any Renewal Term of this Master Agreement, regardless of any transfer to any other CPS school during that Term.
- c. Permissible Board Actions. Nothing in this Section shall prevent the Board, its employees and representatives from sharing reports and data generated from Vendor's Products and Services with other vendors of the Board as may be necessary to receive and evaluate the Approved Products for the Board's purposes.
- d. Implementation of the Software. Vendor shall be solely responsible for providing installation, configuration, and implementation services for any Software so that it is accessible through the Board's computers and other compatible devices.
- e. Software Maintenance and Support. Vendor shall be solely responsible for maintenance and support services, as appropriate, to the Board for any Software provided as more fully described in this Master Agreement.
- f. Hosting Services. As part of the Services provided pursuant to this Master Agreement, as applicable, Vendor shall host the Software on servers, hardware, network components and equipment (collectively "**Infrastructure**") that Vendor shall provide at its own cost (collectively, the "**Hosting Services**"). The Infrastructure shall be located within the continental United States. Vendor is expected to provide ample storage and processing power within its Infrastructure and maintain it to assure the continued operation of the Software and Services and to take such action as may be necessary (at Vendor's own expense) to assure the continued performance according to the parties' general expectations under the terms of this Master Agreement. This may include but is not limited to: an adequate disaster recovery plan; backup Infrastructure; secure connections between the Board Resources (as defined below) 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.

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- g. 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, Approved Products, Software, and other resources and materials (collectively, the "**Provided Resources**") that are provided by Vendor to the Board, incorporated by Vendor, or approved or recommended by Vendor for use by the Board in connection with the Approved Products, 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, Infrastructures, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the "**Board Resources**"). At all times, Vendor must cooperate and work as requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers. Such coordination shall include:
- i. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Approved Products, 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.
 - ii. Providing information concerning any or all of the Provided Resources of the data, computing environment, and technology direction used in implementing and providing the Approved Products.
 - iii. Working with the Board's other service providers in the implementation and integration of the Approved Products with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Approved Products.
 - iv. Providing reasonable access to and use of the Provided Resources.
 - v. Performing other reasonably necessary tasks in connection with the Approved Products in order to accomplish the foregoing activities described in this section.
 - vi. In the event of any dispute between the parties as to whether a particular services or function falls within the Approved Products to be provided by the Board's third-party service providers (or by the Board itself), such particular service or function shall be considered to be a part of the Approved Products hereunder if it is consistent with, and reasonably inferable to be within, the scope of Vendor's work, as set forth in this Master 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 this Master Agreement regarding the protection of Confidential Information.
 - vii. Vendor shall have no obligation under this section to ensure that the Board maintains an active internet connection. Any unavailability of the Services due to the Board's lack of an internet connection, unless such lack of an internet connection is caused by Vendor, the Approved Products, or the Software, shall be the sole responsibility of the Board.
- h. Software Warranties and Representations. For any Software (also defined herein as the Products, Services or Approved Products) that may be supplied or licensed to the Board or otherwise used in the delivery of the Products or Services, Vendor represents and warrants that the following shall be true and correct as of the Effective Date of this Master Agreement

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and shall continue to be true and correct during the Term of this Master Agreement and any Renewal Terms:

- i. **Assignment of Warranties:** Vendor will assign to the Board any warranties concerning the Software from the manufacturer to the Board as applicable;
- ii. **Compatibility:** The Software is compatible with and shall support implementation and full utilization as set forth in the Approved Products ;
- iii. **Documentation Warranty:** The documentation provided to the Board concerning the Software ("**Documentation**") shall be kept current with the upgrades of the Software;
- iv. **Title Warranty:** Vendor has the lawful right, power, and authority to license the Software to the Board;
- v. **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;
- vi. **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;
- vii. **Free of Computer Viruses and Malware:** Vendor shall use commercially reasonable best efforts to ensure that the Approved Products, including but not limited to any Software used in the performance of the Services, do not introduce or transfer any malicious code, malware, trojan horses, ransomware, worms, 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;
- viii. **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;
- ix. **No Disabling Code:** Vendor will not knowingly cause any disabling code to be incorporated into the Software;
- x. **Enhancement Warranty:** Any enhancements shall perform as described in the Documentation; and
- xi. **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 this Master 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.

34. **Product Changes.** In the event that Vendor's Approved Products will change in any respect, Vendor shall notify the Board's Chief Information Officer or its designee via email at group-cm@cps.edu of any proposed change to an Approved Product at least fourteen (14) days in advance of the change taking

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place in order for the Board to make a determination, in its sole discretion, as to whether the change is a **“Non-Material Technical Information Change”** or a **“Material Product Change”**. All proposed changes are subject to the requirements set forth below.

- a. **Non-Material Technical Information Change.** As part of the response to the RFQ, Vendor responded to Interrogatories from the Board’s Department of Information Technology Services (**“ITS Interrogatories”**) specifying certain information regarding the technical components of Vendor’s Approved Products and Services (**“Technical Information”**). The Technical Information supplied was one factor in the Board’s decision to pre-qualify Vendor to supply Approved Products and is material to this Master Agreement. Vendor is required to notify the Board’s Chief Information Officer or its designee at least fourteen (14) days in advance of any change to the Technical Information for any Approved Product changes in any way, including but not limited to, changes that require adjustments to the CPS environment or involve any system integrations. The Board’s designated ITS representative must be notified of all pre go-live changes to the Approved Products, which may include, but is not limited to changes to functionality, the introduction of additional applications, and major platform upgrades and of all planned changes, expansion, or reduction to Product or component elements. Vendor shall not make such changes without providing at least fourteen (14) days prior written notice of such change to the Board. If the Board determines that a Product change is non-material with respect to: (i) Vendor’s response to the ITS Interrogatories, (ii) Vendor’s obligations under this Master Agreement; and (iii) the operation of the Product, and, the Board also determines that the change does not result in the disqualification of the Approved Product, then the Board may, in its sole discretion, deem such change as non-material. Any change deemed non-material by the Board shall be documented by completion of a Change Order for Technical Information, the form of which is attached hereto as **Exhibit D (“Technical Information Change Order”)**, executed by the Board’s Chief of Teaching and Learning, Chief Information Officer, and Vendor’s authorized representative. The Technical Information Change Order shall not modify, amend, or add legal terms, conditions, or provisions; shift risks or liabilities between the parties, or otherwise constitute a Material Change as described below and determined by the Board, an is not effective unless and until it is properly signed by the Board’s Chief of Teaching and Learning and Chief Information Officer or the designee of each, and the authorized representative of Vendor.
- b. **Material Product Change; Addition of New Products.** Any change not deemed by the Board to be a Non-Material Technical Information Change shall be considered a **“Material Product Change”** and is expressly prohibited. A Material Product Change may include, but is not limited to a reduction or expansion of scope, capability or features of an Approved Product including, changes to data management procedures, or **any** change to Student Data collected by or shared with Vendor. Any Product that has undergone a Material Product Change shall no longer be deemed an Approved Product hereunder and shall be a **“New Product”**, subject to the requirements set forth below. Vendor shall notify the Board’s Chief Information Officer or its designee in advance of any Material Product Change in order for the Board to take appropriate action, including removing the Product from the Approved Product list, removing the Product from Marketplace, and revoking access for use of the Product by Board users. A New Product must undergo new pre-qualification and approval by the Board, and Vendor must submit a new response for such New Products to the then-current and advertised Request for Qualifications for Educational Technology Products and Services, if any (**“Future RFQ”**). The Board will consider Vendor’s proposal, and if the Board prequalifies any New Product through the Future RFQ, then, the Board’s Teaching and Learning Department through the Board’s Department of Procurement shall, in its discretion, add the New Products as Approved Products under this Master Agreement, subject to approval by the Board’s Chief of Teaching and Learning, Chief Information Officer and Chief Procurement Officer (**“Authorized Board Ancillary Document Signatories”**) as further described herein. The Board will determine the method for documenting any new approved products and services, including via execution of an SOW for New Approved Products, the form of which is attached hereto as **Exhibit E (“New Product SOW”)** or by such other means as may be

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determined by the Board. Each New Product SOW or other Board required documentation shall include: (i) a completed Approved Student Data Exhibit, the form of which is attached to the New Product SOW as **Attachment 1**, (ii) a detailed, written description of each new product and service, (iii) any related pricing; and (iv) the corresponding Future RFQ solicitation number. The New Product SOW must be executed by the Authorized Board Ancillary Document Signatories and Vendor's authorized representative. Any products and services qualified and approved by the Board in compliance with the terms set forth herein shall become "Approved Products" upon full execution of required documents as 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 Student Data and compliance with SOPPA. The New Product SOW or other Board required documentation shall not modify, amend, or add legal terms, conditions, or provisions; shift risks or liabilities between the Parties. Any New Product SOW not completed in compliance with the terms set forth herein is void.

- c. **Plans for New Initiatives.** From time to time, the Board's Teaching and Learning Department may issue a Plan for a New Initiative ("PNI") to vendors who have been prequalified by the Board and that have executed the Board's Master Services and Data Sharing Agreement for Educational Technology Products and Services. Vendor may have the opportunity to respond to the PNI and be considered to provide Approved Products to the Board district-wide. The PNI process will be determined by the Board's Teaching and Learning Department and will detail the Board's required scope of Approved Products, including additional detail regarding the minimum educational and/or learning standards that must be met for a successful response. If Vendor desires to have one or more of its Approved Products considered for a PNI, Vendor must submit all required information specified in the PNI. As part of a PNI, Vendor may be expected to engage in further negotiations with the Board regarding Approved Products, fees, costs, and other charges relevant to the PNI. If Vendor is selected to provide Approved Products to the Board as part of a PNI and desires to provide such Approved Products and Services to the Board, Vendor will be required to amend this Master Agreement to establish PNI scope and pricing through a Statement of Work for Plans for a New Initiative ("**PNI SOW**"), the form of which is attached hereto as **Exhibit F**. The PNI SOW shall only be effective upon execution by the Authorized Board Ancillary Document Signatories and Vendor's authorized signatory. Upon full execution, the PNI SOW shall become part of this Master Agreement. Vendor acknowledges that it is not guaranteed or entitled to receive any orders or payments solely by virtue of entering into an executed PNI SOW. Additionally, the aggregate maximum compensation payable under the PNI to all pre-qualified vendors shall not exceed the Maximum Compensation Amount authorized by the Board in Board Report as referenced on the signature page of this Master Agreement
35. **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.
36. **Survival; Severability.** All express representations or indemnifications made or given in this Master Agreement shall survive the completion of Services or the expiration or termination of this Master Agreement for any reason. If any provision or part of this Master Agreement is held to be unenforceable, this Master Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent that it is deemed unenforceable, and in all other respects this Master Agreement shall remain in full force and effect, provided however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
37. **Notices:** All notices required under this Agreement shall be in writing and shall be sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by facsimile (followed by actual documentation), or (iii) one day after deposit with a commercial express courier

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specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt. Notwithstanding the foregoing, all notices required under Section 11, Compliance with the Student Online Personal Protection Act (SOPPA), shall be provided in accordance with Section 11 of this Master Agreement.

If to the Board: Board of Education of City of Chicago
Office of Teaching & Learning
Chief Teaching & Learning Officer
42 W. Madison
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

If to Vendor: THE ACHIEVEMENT NETWORK, LTD.
PO Box 843444
Boston, MA 02284
Attention: Renee Cattaneo

38. **Entire Agreement.** This Master Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Master Agreement. No modification of or amendment to this Master Agreement shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of this Master Agreement are of no force or effect.
39. **Controlling Agreement.** Vendor shall not request any CPS students or staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the delivery of the Products or Services, or any other products or services, except for those documents specifically approved by the Board and attached to this Master Agreement. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by Vendor. If a CPS student, staff or other Board user agrees to any agreement or license contained or referenced in the products or services or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board, the student, or other Board user.
40. **Governing Law.** This Master Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Master Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Vendor, or by personal delivery on any officer, director, or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning this Master Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
41. **Insurance.** Vendor, at its own expense, shall procure and maintain insurance covering all operations under this Master Agreement, whether performed by Vendor or by subcontractors. All insurers shall

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be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth:

- a. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Master Agreement with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
- b. **Commercial General Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury, and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations, and defense. Vendor agrees to continue insurance meeting these requirements for a minimum of two years following termination or expiration of this Master Agreement, including any renewals. General Liability Insurance may not exclude or limit coverage for sexual abuse and/or molestation. If Vendor's Commercial General Liability insurance excludes or limits coverage for sexual abuse and/or molestation, then Vendor must have additional Sexual Abuse & Molestation Insurance equal to the terms set forth in this Sub-section.
- c. **Sexual Abuse & Molestation Insurance.** Vendor shall maintain Sexual Abuse & Molestation Insurance coverage. If Vendor does not have separate Sexual Abuse & Molestation Insurance, then Vendor's Commercial General Liability policy must include and not exclude or limit Sexual Abuse & Molestation with limits of not less than Three Hundred Thousand Dollars (\$300,000.00) per claim and Six Hundred Thousand Dollars (\$600,000.00) in the aggregate. If coverage is claims made, the policy shall have a retroactive date effective upon the Effective Date of this Master Agreement and have an extended reporting period of not less than two (2) years following completion of this Master Agreement. Any retroactive date or prior act exclusion must predate the Effective Date of this Master Agreement and any earlier commencement of Services.
- d. **Professional Liability/Technology Errors and Omissions.** Vendor shall maintain coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence for errors and omissions in conjunction with professional services inclusive of assumption of contractual liability. This coverage must include Privacy/Network Coverage and security/privacy must **not** be excluded. The policy shall have a retroactive date effective with commencement of professional services and have an extended reporting period of not less than two (2) years following completion of such professional services. Subcontractors performing technical services for Vendor must maintain limits of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) per occurrence with the same terms herein, if Vendor is not providing coverage for its subcontractors.
- e. **Cyber Liability and Privacy & Security Coverage Insurance.** Vendor shall maintain coverage for damages arising from a failure of computer security or wrongful release of private information including expenses for notification as required by local, state, and federal guidelines. Coverage shall include failure to prevent transmission of malicious code. Limit of liability should be at least One Million Dollars (\$1,000,000) per claim. Any retroactive date or prior acts exclusion must predate the Effective Date of this Master Agreement. If coverage is made on a "claims-made basis", an extended reporting provision of at least two (2) years must be included. Cyber liability may be included in a technology errors and omissions policy.

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- f. **Umbrella/Excess Liability Insurance.** Vendor shall carry Umbrella/Excess Liability Insurance to provide additional limits for underlying Workers' Compensation and Employers' Liability Insurance, Commercial General Liability Insurance, Sexual Abuse & Molestation, and Professional Liability/Technology Errors and Omissions (if available), with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and shall cover the Board and its employees, subject to that of the primary coverage.
- g. **Additional Insured.** Vendor shall have its General, Umbrella, and Automobile Liability Insurance policies endorsed to provide that The Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board."

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

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

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

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

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

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

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 and indicated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor must register and pay the initial annual monitoring fee to the

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insurance certificate monitoring company prior to performing services for the Board. The **initial** annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may subject to change.

Each year, Board-approved, registered vendors will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should you have any questions on submissions and payment options, you can contact the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications Inc.
211 W. Wacker Drive, Ste 200
Chicago, IL 60606
Phone: (312) 494-5709
Email: dans@topiarycomm.net

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

42. **Continuing Obligation to Perform.** In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under this Master Agreement with a reservation of all rights and remedies it may have under or pursuant to this Master Agreement at law or in equity.
43. **Conflict of Interest.** This Master 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.
44. **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 this Master Agreement as fully set forth herein.
45. **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 this Master 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 this Master Agreement as fully set forth herein.
46. **Inspector General.** Each party to this Master 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.
47. **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.
48. **Counterparts and Electronic Signatures.** This 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 other electronic means shall be considered binding for both Parties.

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49. **Board Approval.** This Agreement is subject to approval by the members of the Board of Education of the City of Chicago.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

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IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the Effective Date.

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



DocuSigned by:
By: Miguel del Valle
672BAF79E1F9427
Miguel del Valle, President

DocuSigned by:
Attest: Estela Beltran
00FC928876213FE
Estela G. Beltran, Secretary

Date: April 8, 2022

DocuSigned by:
By: Pedro Martinez
000D2704F558437
Pedro Martinez, Chief Executive Officer

Board Report No: 21-0428-PR5- 56,
22-0323-AR1 - 8

Approved as to legal form:  

DocuSigned by:
By: Joseph T. Moriarty
674E05903914405
Joseph T. Moriarty, General Counsel

THE ACHIEVEMENT NETWORK, LTD.

DocuSigned by:
By: 
D9E1B035E021460...

Name: Janine Givens-Belsley

Title: Partnership Manager

Date: April 1, 2022

Attachments:

- Exhibit A: Approved Products
- Exhibit B: Approved Student Data
- Exhibit C: Pricing
- Exhibit D: Change Order for Technical Information
- Exhibit E: Statement of Work for New Approved Products with Attachment 1,
Approved Student Data for New Product SOW
- Exhibit F: Statement of Work for Plans for New Initiative
- Exhibit G: CPS Technology Information Requirements, Integrations and Data Management

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EXHIBIT A

APPROVED PRODUCTS

See Attached.

Exhibit A**Approved Products List**

This Approved Products List (“**Approved Products**”) will be conducted pursuant to the terms and conditions of the MASTER SERVICES AND DATA SHARING AGREEMENT FOR EDUCATIONAL TECHNOLOGY PRODUCTS AND SERVICES (“**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 Achievement Network, Ltd. (the “**Vendor**”). Defined terms used in this Scope will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Scope and the Agreement, the Agreement shall govern and control.

Vendor may not provide products and services to the Board under this Agreement except those listed below.

Approved Products: The following Approved Products offered by the Vendor have been pre-qualified by the Board based on Vendor’s responses and submittals to the Ed Tech RFQ and shall be categorized and entered into Board’s Marketplace. Entry into Marketplace will enable individual Schools and other User Groups to review and purchase Approved Products by submitting a Purchase Order.

Name of Approved Product:	Description of Approved Product:
ANet	Integrated package of assessments and reports, planning and standards guides, re-teach lessons and more that help educators set high expectations for students by supporting the use of grade-level academic content
Full Partnership (K-8)	Integrated package of assessments and reports, planning and standards guides, re-teach lessons and more that help educators set high expectations for students by supporting the use of grade-level academic content. Includes Ed Tech Product (tools/resources/interim assessments/diagnostics), and 20 Job-Embedded Coaching Interactions (related service) for grades K-8.
Full Partnership (High School)	Integrated package of assessments and reports, planning and standards guides, re-teach lessons and more that help educators set high expectations for students by supporting the use of grade-level academic content. Includes Ed Tech Product (tools/resources/interim assessments/diagnostics), and 20 Job-Embedded Coaching Interactions (related service) for High Schools.
Intensive Partnership (K-8)	Integrated package of assessments and reports, planning and standards guides, re-teach lessons and more that help educators set high expectations for students by supporting the use of grade-level academic content. Includes Ed Tech Product (tools/resources/interim assessments/diagnostics), and 30 Job-Embedded Coaching Interactions (related service) for grades K-8.
Intensive Partnership (High School)	Integrated package of assessments and reports, planning and standards guides, re-teach lessons and more that help educators set high expectations for students by supporting the use of grade-level academic

	content. Includes Ed Tech Product (tools/resources/interim assessments/diagnostics), and 30 Job-Embedded Coaching Interactions (related service) for High Schools.
Sustaining Partnership (K-8)	Integrated package of assessments and reports, planning and standards guides, re-teach lessons and more that help educators set high expectations for students by supporting the use of grade-level academic content. Includes Ed Tech Product (tools/resources/interim assessments/diagnostics), and 10 Job-Embedded Coaching Interactions (related service) for grades K-8.
Sustaining Partnership (High School)	Integrated package of assessments and reports, planning and standards guides, re-teach lessons and more that help educators set high expectations for students by supporting the use of grade-level academic content. Includes Ed Tech Product (tools/resources/interim assessments/diagnostics), and 10 Job-Embedded Coaching Interactions (related service) for High Schools.
Instructional Standards Support Platform and Supportive Coaching	Integrated package of assessments and reports, planning and standards guides, re-teach lessons and more that help educators set high expectations for students by supporting the use of grade-level academic content. Includes Ed Tech Product (tools/resources only), and 20 Job-Embedded Coaching Interactions (related service).
Instructional Standards Support Platform	Integrated package of assessments and reports, planning and standards guides, re-teach lessons and more that help educators set high expectations for students by supporting the use of grade-level academic content. Includes Ed Tech Product (tools/resources/interim assessments/diagnostics).

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EXHIBIT B

APPROVED STUDENT DATA

See Attached.

Exhibit B

Approved Scope of Student Data Collected

This Approved Scope of Student Data Collected (“**Scope**”) will be conducted pursuant to the terms and conditions of the MASTER SERVICES AND DATA SHARING AGREEMENT FOR EDUCATIONAL TECHNOLOGY PRODUCTS AND SERVICES (“**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 Achievement Network, Ltd. (the “**Vendor**”). Defined terms used in this Scope will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Scope and the Agreement, the Agreement shall govern and control.

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

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

Student Data Required: The Vendor requires the following Student Data elements necessary to provide the Products and/or Services under this Agreement:	Student Data Usage: Description of each Student Data element will be used to Provide Products and/or Services under this Agreement:	Approved for Product: The Student Data elements will apply to the following Products:
Name Grade Subject Name (math and ELA) Subject Teacher Name Teacher Email	The information collected is first used to enable access to ANet’s online platform, myANet, which provides resources and reports for District and Schools leaders. These data also allow ANet coaches and school leaders to understand student performance on interim assessments administered. These learnings then enable ANet to provide the appropriate guidance and best practices to boost student learning. Additionally, we also occasionally use anonymized, aggregated student assessment response data to inform our own internal analyses of the efficacy of our services and tools.	Anet Full Partnership (K-8) Full Partnership (High School) Intensive Partnership (K-8) Intensive Partnership (High School) Sustaining Partnership (K-8) Sustaining Partnership (High School) Instructional Standards Support Platform and Supportive Coaching Instructional Standards Support Platform

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

Student Data Required: Vendor requires the following Student Data elements necessary to provide the Products and/or Services under this Agreement:	Student Data Usage: Please describe how each aforementioned Student Data element will be used by the Vendor under this Agreement:	Approved for Product: The Student Data elements will apply to the following Products:

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

Data Collected	Reasons for Collection	Where that Data is Stored (optional-not required under SOPPA)

Part III - Deliverables: The Vendor will configure their Approved Product(s) so the exchange of student and staff information is automatically integrated using One-Roster, Clever, Google SSO, or via a scheduled Secure File Transfer (sFTP). Vendor must overwrite or disable any unapproved student data elements for the aforementioned Approved Product. The Vendor will use the approved Student Data elements exchanged via automatic integration in order to provide the following Products and/or Services:

Deliverables	<p>Data Scheme for the platform: my.achievementnetwork.org for teachers login.achievementnetwork.org for students (if not using Clever SSO)</p> <p>Method and frequency of Data Exchange (Clever, One Roster, sFTP, API): Method is Clever and data is transferred overnight each day.</p> <p>Any additional Products and/or Services:</p>
---------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Part IV - Disclosure of Covered Information: List of entities to which Vendor discloses Covered Information, and for what purpose it discloses the Covered Information.

	Entity Name	Covered Information Disclosed	Purpose for Disclosure
Disclosure	EdCaliber	Name Grade Subject Name (math and ELA) Subject	Generating / scoring paper based assessment
	ScanOptics	Name Grade Subject Name (math and ELA) Subject	Imaging of paper based interims
	Aveniros	Name Grade Subject Name (math and ELA) Subject Teacher Name Teacher Email	Online assessment platform including login, rostering, data, etc.
	Learnosity	Any student data Learnosity has access to here is only	Online assessment platform data and items.

		identifiable by a unique student ARN (unique ANet ID); no other identifying information about students, schools, classes, etc., is available to them.	
	Clever	Name Grade Class name Subject Teacher Name Teacher Email	Student roster information

Part V - Link to Vendor's Website. Pursuant to the Covered Information Access Listing subsection of the Agreement, Vendor shall maintain a current list of current Subcontractors or third party affiliates to which Covered Information may, has been, or will be disclosed at the following website:
<https://anet.exavault.com/p/CPS.ANet>

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EXHIBIT C

PRICING

See Attached.

C. Cost Proposal

Achievement Network is a mission-driven nonprofit organization dedicated to improving student learning. The price that partners pay for ANet's full service model covers only a portion of the total cost of our services, and ANet raises money at the national level to help keep our work affordable for our partners.

The pricing breakdown provided in *Attachment I - Cost Proposal*, includes one Ed Tech product, which provides partners with access to ANet's Instructional Standards Support platform, interim assessments in ELA and Math, and diagnostic assessments. Related services necessary to support the implementation and utilization of our Ed Tech product includes job embedded coaching and professional development. We have worked to fit this into the Ed Tech Cost Proposal format, but felt it prudent to articulate that the service models and fees in our model (see *Attachment I*) are not separate products that would trigger individual ITS Interrogatories, but all apply to one set of digital tools. Our standard approach to pricing is to charge on a per school basis for our complete integrated model for individual schools (see the *Per School Product Cost* in *Attachment I*). We work directly with each school to determine which model is the best fit for their unique circumstances.

In an effort to meet the requirements of the Cost Proposal format, our team made the following assumptions when determining the breakdown of our *Product Costs*.

1. **Total Students Per School:** ANet used an assumption of 500 students per school to determine the *Per School Product Cost*. This was determined through an analysis of our current Chicago Public Schools school partners to understand the average number of students per school. A few examples included in this analysis are:
 - a. Marquette School Of Excellence: 775 students
 - b. Curtis School of Excellence: 336 students
 - c. John W Garvy ES: 618 students
2. **Total Students Per Classroom:** ANet used an assumption of 30 students per classroom. Utilizing the total number of students per school (500) mentioned above, this equated to 17 classrooms per school. This number was utilized to calculate the *Per Classroom Product Cost*.

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EXHIBIT D

**CHANGE ORDER FOR
TECHNICAL INFORMATION**

Vendor Name: _____

Change Order # _____

Change Order Effective Date: _____

(Effective Date must be after the date of final execution by the CPS signatories below)

<p>This Change Order for Technical Information (“Technical Information Change Order”) is pursuant to and subject to the terms and conditions of the Master Services and Data Sharing Agreement For Educational Technology Products and Services (“Master Agreement”) dated _____, between the Board of Education of the City of Chicago (“Board” or “CPS”) and the Vendor listed above.</p>
<p>Approved Product Name: (name from the Approved Product List attached to the Master Agreement as Exhibit A)</p>
<p>Vendor’s Technical Information as submitted through Vendor’s ITS Interrogatories are updated as stated below. All other Technical Information provided remains otherwise accurate and in effect for each Approved Product.</p>
<p>Reason for Change Request:</p>
<p>Comments/Additional Information:</p>
<p>This Change Order for Technical Information must be executed by the Board’s Chief of Teaching and Learning, Chief Information Officer, and Vendor’s authorized representative. The Technical Information Change Order shall not modify, amend, or add legal terms, conditions, or provisions; shift risks or liabilities between the parties, or otherwise constitute a Material Change as described in the Master Agreement. This Change Order for Technical Information is not effective unless and until it is properly signed by the Board’s Chief of Teaching and Learning and Chief Information Officer or the designee of each, and the authorized representative of Vendor. Any Technical Information Change Order that is not completed and approved in accordance with the terms of the Master Agreement is void. In the event of a conflict or inconsistency between the terms and conditions of a Technical Information Change Order and the terms and conditions of the Master Agreement, the Master Agreement controls.</p>

The undersigned have executed this Technical Information Change Order effective as of [Insert Date].

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

BOARD OF EDUCATION OF THE CITY OF CHICAGO

VENDOR

By: _____
Chief of Teaching and Learning

By: _____
Chief Information Officer

By: _____

Name: _____

Title: _____

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT E

**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 <i>(must provide details in description)</i>		
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 <i>(if applicable)</i>	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:
 1. Vendor’s authorized signatory
 2. CPS Chief of Teaching and Learning
 3. CPS Chief Information Officer
 4. CPS Chief Procurement Officer.

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: _____
Chief of Teaching and Learning

By: _____
Chief Information Officer

By: _____
Chief Procurement Officer

[VENDOR]

By: _____

Name: _____

Title: _____

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

ATTACHMENT 1

**APPROVED STUDENT DATA
FOR NEW PRODUCT SOW # _____**

Vendor Name: _____

This Scope of Student Data Collected (“**Scope**”) will be conducted pursuant to the terms and conditions of the Master Services Agreement for Educational Technology Products and Services (“**Master 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 named above (the “**Vendor**”). Defined terms used in this Scope will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Scope and the Agreement, the Agreement shall govern and control.

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

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

<p><u>Student Data Required:</u> Vendor requires the following Student Data elements necessary to provide the Products and/or Services under this Agreement:</p>	<p><u>Student Data Usage:</u> Please describe how each aforementioned Student Data element will be used by the Vendor under this Agreement:</p>	<p><u>Approved for Product:</u> The Student Data elements will apply to the following Products:</p>

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

<p><u>Student Data Required:</u> Vendor requires the following Student Data elements necessary to provide the Products and/or Services under this Agreement:</p>	<p><u>Student Data Usage:</u> Please describe how each aforementioned Student Data element will be used by the Vendor under this Agreement:</p>	<p><u>Approved for Product:</u> The Student Data elements will apply to the following Products:</p>

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

<p><u>Data Collected</u></p>	<p><u>Reasons for Collection</u></p>	<p><u>Where that Data is Stored</u></p>

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

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

Deliverables	<p>Data Scheme for the platform:</p> <p>Method and frequency of Data Exchange (Clever, One Roster, sFTP, API):</p> <p>Any additional Products and/or Services:</p>
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Part IV - Disclosure of Covered Information: Please list all entities to which Operator discloses Covered Information, and for what purpose it discloses the Covered Information.

Disclosure	Entity Name	Covered Information Disclosed	Purpose for Disclosure

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

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT F

**STATEMENT OF WORK FOR
PLANS FOR NEW INITIATIVE**

This Plans for New Initiative (“**PNI**”) statement of work (“**PNI 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 PNI SOW shall have the meaning set forth in the Master Agreement.

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

Vendor responded to the Board's Plan for a New Initiative (“**PNI**”) for a more comprehensive district-wide implementation of Education Technology Products and Services. Vendor and the below listed Approved Product(s) have been selected by the Board’s Office of Teaching & Learning and Board’s Procurement Department. Defined terms used in this PNI SOW will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Exhibit and the Agreement, the Agreement shall govern and control. This PNI SOW shall only be effective upon execution by the Authorized Board Ancillary Document Signatories and Vendor’s authorized signatory. Any PNI SOW that is not completed and approved in accordance with the terms of the Master Agreement is void. Upon full execution, the PNI SOW shall become part of the Master Agreement. Vendor acknowledges that it is not guaranteed or entitled to receive any orders or payments solely by virtue of entering into an executed PNI SOW. Additionally, the aggregate maximum compensation payable under the PNI to all pre-qualified vendors shall not exceed the Maximum Compensation Amount authorized by the Board in Board Report as referenced on the signature page of the Master Agreement.

General Information		
Vendor (Name, CPS Vendor Number)		
Vendor IMS Global Certification Number		
Approved Product Name(s):		
Maximum Compensation	\$	The Maximum Compensation Fees stated here are for this SOW only.
Objectives	Provide a statement on broader PNI objectives:	
Scope	Provide statement of services included in the scope of the PNI.	

[EXHIBIT CONTINUED ON NEXT PAGE]

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

Outcomes	Provide statement on expected outcomes that will be achieved.			
Manager/ Contact Person	CPS Responsible Department Officer (Name, Title, Department):	Vendor Contact Person (Name, Email, Phone):		
	· Provide a bullet point list of performance milestones	· Provide bullet point list of deliverables		
Fee Schedule				
· The fee schedule breakdown is agreed upon between the parties. The Fee Schedule amount below will be the basis for billings assuming performance milestones and deliverables are met.				
Products or Services	Number of Licenses	Support Hours		Cost
Totals				

IN WITNESS WHEREOF, the parties have caused this Plans for New Initiative Statement of Work as of as of the Effective Date stated above.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

BOARD OF EDUCATION OF THE CITY OF CHICAGO

[VENDOR]

By: _____
Chief of Teaching and Learning

By: _____

By: _____
Chief Information Officer

Name: _____

By: _____
Chief Procurement Officer

Title: _____

Order of Signing the PNI SOW is:

1. Vendor
2. CPS Chief of Teaching and Learning
3. CPS Chief Information Officer
4. CPS Chief Procurement Officer. **The fully executed PNI SOW shall be retained by the Procurement Department, with a copy to the Office of Teaching and Learning.**

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT G

CPS TECHNOLOGY INFORMATION REQUIREMENTS, INTEGRATIONS AND DATA MANAGEMENT

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 Master Agreement, including those requirements relating to the treatment of CPS Data, Student Data, confidentiality and compliance with laws, including, but not limited to SOPPA, 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 the Approved Products as defined in the Master Agreement.

- Must employ named experts to work, in collaboration with CPS IT and business experts
- The system capabilities must be aligned with district academic and administrative data management programs, which include aligning with IMS Global Standards for open operability, or allowing for open data exchange (for all data within the proposed system) using sfp, 3rd party API's like Clever, or an open API for data exchanges.
- Ability to maintain logs of activities, status, and functional state of the solution
- Have an application architecture built with security as a priority, using the latest industry techniques or standard, such as NIST, or ISO / IEC 27001
- The environment must be 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
- Able to enable reporting and analytics (BI) for all data provided or generated
- Able to schedule routine imports and exports of data in an automated fashion
- Quality controls for data management within the user interface, and within data synchronization routines
- Leverage the CPS system of record for identity and access management (Rapid ID / SAML for single sign on)
- 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
- For educational platforms, support One-roster / IMS Global protocols
- All Vendors that require the rostering of Student Data must contact the CPS EdTech team at edteach@cps.edu to discuss the auto-rostering solution that best meets the needs of the District.

A more comprehensive explanation of the requirements above are described in the sections below.

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.

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.

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.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

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.

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:

- Ensure that primary keys in one dataset are indeed unique, even compound primary keys
- Ensure that foreign keys in one file match the primary keys in another file
- 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:

- 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
- Email alerts when data issues are identified so they can quickly be escalated as when jobs are not synchronized

Data Management. In addition to requirements, restrictions and obligations regarding the handling of CPS Data, including Student Data pursuant to SOPPA in the Master Agreement, Vendor shall comply with the following:

- The Vendor will not copy any CPS Data to any media, including hard drives, flash drives, or other electronic devices, other than as expressly approved by CPS.
- Vendor shall return or destroy all confidential information received from CPS, created or received by Vendor on behalf of CPS upon request from CPS.
- In the event that Vendor determines that returning or destroying the confidential information is infeasible, Vendor shall notify CPS of the conditions that make return or destruction infeasible, but such plans must be approved by CPS and must be in compliance with all legal requirements, including, but not limited to SOPPA.
- If CPS agrees that return or destruction of confidential information is infeasible; Vendor shall extend the protections for such confidential information and limit further uses and disclosures of such confidential information.
- Return all data that is the property of CPS in an electronic format, via an online secure service, such as SFTP, API, or by placing the data in an online shared storage facility.
- The solution should support the latest encryption and SSL in motion and at rest for PII (Personally identifiable information).
- Security practices regarding secure application development, or permissioning must be documented and approved by CPS.

Data Conversion and Validation

The Vendor must provide human resources to partner with the CPS Enterprise Data and Identity and Access Management teams to document the proper conversion mapping and perform test validation for any/all bi-directional data exchanges, or any automation.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

Data Backup Protection

Data shall be protected with the latest backup technologies, and be backed up daily (at least every 24 hours, unless other terms expressed), with retention of no less than 30 days, and for the duration of the agreement. Protection techniques shall exist within the production and DR environments, where information is hosted and protected in the United States for student information, including the Student Data.

Identity and Access Management

- The solution must be in compliance with the CPS Security and Access Control policies (<https://cps.edu/AcceptableUsePolicy/Pages/platformGuidelines.aspx> , <https://policy.cps.edu/download.aspx?ID=77>)
- Ensure that any consumer, including a 3rd party vendor's employees or subcontractor to whom access is granted agrees to the same restrictions, standards, and conditions that apply through the Master Agreement with CPS, and that access to CPS Data, including Student Data is approved by CPS and limited to the data expressly stated on Exhibit B, Approved Student Data, attached to the Master Agreement.
- Ensure that any consumer, including a subcontractor, employee, or another 3rd party to whom access to data and/or information systems, agrees to implement appropriate safeguards in compliance with the requirements set forth in the Master Agreement to ensure the confidentiality, integrity, and availability of the data and information systems.
- Maintain access controls and security policies and incident plans that complies with NIST, ISO / IEC 27001, and current CPS security policies.
- In addition to all reporting and notification requirements with respect to SOPPA or as set forth in the Master Services Agreement, Report to the CIO or the Information Security Director of CPS within 24 hours of discovery of any security incidents that impact CPS or CPS Data, including Student Data.
- Maintain audit events according to policy and provide this information to CPS upon request. These audit logs must be kept according to CPS's records retention policy for student records.
- Develop and implement policies and procedures regarding the use of information systems that describe how users are to protect against intrusion, tampering, viruses, etc.
- Authentication mechanism and integration with Active Directory. Should support user account and password requirements and is compatible with the latest version of SAML protocol / Rapid ID, or other CPS approved SSO service platforms.