

AGREEMENT BETWEEN CODE TO THE FUTURE AND CENTRAL COMMUNITY UNIT SCHOOL DISTRICT 301 FOR CURRICULUM AND INTEGRATION

The offered terms of this contract expire if this contract is not signed by the school district by September 30, 2024

This agreement is made and entered into this 30th day of September, 2024, by and between the Code To The Future, hereinafter called "CTTF" or "Contractor" and Central Community Unit School District 301, hereinafter called "CUSD301". This Agreement will delineate the responsibilities, terms, and reimbursements for the relationship between CTTF and CUSD301. This Agreement is offered with the best of intentions to clarify and manage expectations for the effective start to the Lead AI Program in Fall 2024.

1. Terms of Agreement

Duration: September 30, 2024 - August 31, 2029

Costs and Schedule of Payments attached hereto as "Exhibit A"

2. Curriculum and Materials License

As an expert in the area of Computer Science Education, CTTF has developed Curricula, Content, Lesson plans, Epic builds and other materials that it holds as proprietary information subject to and protected by the laws of the State of California and throughout the United States and elsewhere. A significant amount of CTTF's expenses and creative energy goes into creating the most advanced educational tools for the benefit of its clients and partners. Under this agreement, CTTF grants the Licensee a non-exclusive, non-transferable license to access and use the proprietary Lead AI solution including curricula, lesson plans, and Train-the-Trainer system for the term and schools covered under this agreement. Additionally, CTTF will provide the coach(es)/teacher(s) selected by the district to teach the lessons access to "The Loop", teacher facing website, including videos available therein as part of the services outlined. The purpose of this program is to inspire students to realize their incredible potential and to equip them with skills necessary for success in school and life, by developing a deeper awareness of their incredible human creativity and ability to lead machine learning and AI.

In exchange for providing CTTF's partners and clients access to its extremely confidential information, trade secrets and proprietary work product, CUSD301 agrees to not distribute and/or use the proprietary information and Confidential Information of CTTF without the express and written consent of CTTF.

3. Partnership

CUSD301 acknowledges the value to both parties in highlighting the partnership between CTTF and CUSD301. CTTF agrees to make press and other materials available to CUSD301. Beginning in the second Year ("Year 1"), CUSD301 agrees to allow CTTF to host recurring tours of the Lead AI Implementation, including up to five (5) visits per year at each of the sites with a Lead AI Program, spread gradually throughout each school year. CTTF agrees to utilize best practices from tours in other districts to minimize the impact on teachers and school site staff.

Any new district partnerships that CTTF forms as a result of the tours hosted by CTTF in CUSD301 may result in in-kind donations from CTTF to CUSD301 in the form of additional days of curriculum support provided to CUSD301 at no additional cost, not to exceed ten (10) additional days of curriculum support. The additional number of days of curriculum support will depend on the value and scope of each agreement and is at the sole discretion of CTTF.

4. Equipment Required

CUSD301 acknowledges that computers and other equipment are critical to the success of its Lead AI Program, and that CUSD301 is responsible for the purchasing and maintenance of this equipment. CTTF recommends 1:1 laptops as optimal, but a more limited implementation featuring fewer laptops could be facilitated.

5. Quality Control Procedures

CUSD301 agrees to adhere to CTTF quality-control procedures, including the following: identifying a CUSD301 staff member to be responsible for quality control on the implementation and ensuring that the items on this agreement are met. This staff member will report directly to the Superintendent or to the Superintendent's designee.

6. Curriculum Support

Days allocated for a given school or time can be re-allocated to another school/department as needed. Support includes CTTF staff modeling the lessons in the classroom for the teachers, helping teach some lessons in the classroom, partaking in PLC debriefing and feedback opportunities, and facilitating specific lessons. Upon the successful implementation of the curriculum into each of the school sites, further curriculum training and support shall be conducted twice annually at CTTF off-site training seminars in California. Attendance by at least one District Staff member per school site is required but a virtual option will be available. These training seminars provide information and training regarding annual curriculum changes, increase depth of tools knowledge, facilitate use of best practices,

and provide feedback opportunities. Training seminars are 2-4 days depending on your district's needs and scale of new information and curriculum changes.

Summary of Training and Support Days for the year 2024-25

On-site CTTF coaches delivering instruction at School 1:	23* days
On-site CTTF coaches delivering instruction at School 2:	23* days
Strategic Summer Camps for Students from Schools 1-2:	14 days
*27 days of coaching per school as long as coaching begins by the week of Oct 21, 2024	

Summary of Curriculum Support Days for the year 2025-26

On-site CTTF coaches delivering instruction at School 1:	34 days
On-site CTTF coaches delivering instruction at School 2:	34 days
Strategic Summer Camps for Students from Schools 1-4:	10 days
Professional Development & Technical Assistance for CUSD301 teachers and staff	2 days

Summary of Curriculum Support Days for the years 2026-27

Off-Site Curriculum Training and Support for Lily Lake Grade School staff	up to 4 days
Off-Site Curriculum Training and Support for Prairie View Grade School staff	up to 4 days
Off-Site Curriculum Training and Support for Country Trails Elementary staff	up to 4 days
Off-Site Curriculum Training and Support for Howard B. Thomas Grade School staff	up to 4 days

Summary of Curriculum Support Days for the years 2027-28

Off-Site Curriculum Training and Support for Lily Lake Grade School staff	up to 4 days
Off-Site Curriculum Training and Support for Prairie View Grade School staff	up to 4 days
Off-Site Curriculum Training and Support for Country Trails Elementary staff	up to 4 days
Off-Site Curriculum Training and Support for Howard B. Thomas Grade School staff	up to 4 days

Summary of Curriculum Support Days for the years 2028-29

Off-Site Curriculum Training and Support for Lily Lake Grade School staff	up to 4 days
Off-Site Curriculum Training and Support for Prairie View Grade School staff	up to 4 days
Off-Site Curriculum Training and Support for Country Trails Elementary staff	up to 4 days
Off-Site Curriculum Training and Support for Howard B. Thomas Grade School staff	up to 4 days

7. Schools Identified

CUSD301 shall identify the specific sites that this Agreement will apply to each year prior to the first week of coaching each year.

8. Independent Contractor Status

Status: CTTF is an independent contractor. Nothing contained in this agreement creates a joint venture, partnership, employer/employee, principal-and-agent, or any similar relationship between the parties.

No Authority: CTTF has no authority to, and shall not, act as agent for or on behalf of CUSD301 or represent or bind it in any manner.

No Benefits: CTTF and its employees will not be entitled to any of the benefits afforded to CUSD301 employees.

9. Insurance

CTTF shall maintain public liability and property damage insurance to protect them and CUSD301 from all claims for personal injury, including accidental death, as well as from all claims for property damages arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth:

Commercial General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate, \$1,000,000 Umbrella, and Workers Compensation and Employer's Liability \$500,000 each accident or higher if required by applicable law.

CTTF shall file with CUSD301 Certificates of Insurance indicating a thirty-day (30) cancellation notice naming CUSD301 as an additional insured.

10. Indemnification

A. CTTF hereby indemnifies, defends, and holds harmless CUSD301, its Board, officers, employees, agents, independent contractors, consultants, and other representatives ("Indemnitees") from and against any and all

liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of CTTF, its employees, agents, subcontractors, independent contractors, or other representatives. In addition, CTTF specifically indemnifies Indemnitees from any action of CTTF, its employees, agents, subcontractors, independent contractors, or other representatives that violates the intellectual property rights of any third party.

C. CTTF shall have no obligation to indemnify, defend, or hold harmless CUSD301, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for CUSD301's sole negligence or willful misconduct; and CUSD301 shall have no obligation to indemnify, defend, or hold harmless CTTF, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for CTTF sole negligence or willful misconduct. This indemnity shall survive the termination of the Agreement of final payment hereunder, and is in addition to any other rights or remedies that CTTF or CUSD301 may have under the law or this contract.

11. Termination

Any notice of termination of the Agreement by either party shall be delivered in writing and shall not be deemed effective until the date of delivery.

With Cause by CUSD301: CUSD301 may terminate this Agreement if CTTF fails to comply with any provision of the Agreement and CTTF fails to reasonably cure such breach within thirty (30) days following written notice from CUSD301 to CTTF. Written notice by CUSD301 shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days of CTTF's receipt of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) calendar days cease and terminate. CTTF shall pro rata refund any unearned prepaid amounts.

With Cause by CTTF: Upon CUSD301's failure to comply with any material provision of this Agreement and its failure to cure such breach within thirty (30) days written notice from CTTF, CTTF may terminate this Agreement upon ten (10) additional days written notice to CUSD301 and shall have no further obligation to CUSD301. CUSD301 shall pay for all services, if any, performed up to the final date of the termination, and CTTF shall pro rata refund unearned prepaid amounts.

Without Cause by CUSD301: It is acknowledged that CTTF will incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty arising from the early termination of this Agreement. Accordingly, in lieu of determining the actual costs arising from CTTF's change of position/damages associated with early termination of the Agreement, CUSD301 agrees that there will be a fee for early termination of this Agreement other than with cause. The fee schedule set forth herein is intended to represent CTTF's actual costs/damages and are not intended as a penalty, and CUSD301 shall pay them to CTTF without limiting CTTF's right to otherwise terminate this Agreement for default or as otherwise provided elsewhere herein. If CUSD301 terminates the Agreement for any reason prior to September 15, 2024 other than with cause, the fee shall be the remainder owed for the first year only and no refund of any prepayment of the first year shall be returned to CUSD301. If CUSD301 terminates the Agreement on or after September 15, 2024 other than with Cause, the fee will be the remainder of payments due for the school year in which the CUSD301 terminates and no refund of any prepayment of that year shall be returned to CUSD301 and CTTF shall have no further obligation to CUSD301 beyond the date of termination. If CUSD301 terminates the Agreement other than with Cause as of August 31st of 2025, 2026, or 2027, CUSD301 shall have no further obligation to make any payments under the Agreement and any funds prepaid for the contract year (September 1- August 31) following the date of termination will be refunded to CUSD301.

Without cause by CTTF: If CTTF terminates the Agreement without Cause as stated above, CTTF will refund the prorated remainder of any prepayment paid by CUSD301 and CTTF shall have no further obligation to CUSD301 beyond the date of termination.

12. Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed as given upon receipt of the addressee.

To CTTF:	To CUSD301:
Code To The Future	Central School District 301
Andrew Svehaug	Esther Mongan, Superintendent
13415 SE Silver Circle	275 South St PO Box 396
Vancouver, WA 98683	Burlington, IL 60109

13. Confidentiality Practices

Definition of Confidential Information: The term "Confidential Information" shall include any of CTTF's confidential, proprietary or trade secret information that is disclosed to CUSD301 or any of its employees/agents or anyone associated with CUSD301 who otherwise learns during the course of this Agreement such as, but not limited to, curriculum, copyrights, trademarks, service marks emblems or other indicia of origin used by CTTF, teaching methods, client or customer lists, business plans, financial statements, software diagrams, flow charts, client or customer information/lists, and other business information. Confidential Information shall not include any information which is (i) publicly available through no act of the CUSD301, (ii) is rightly received by CUSD301 from a third party without restriction, or (iii) is independently developed by CUSD301 prior to or after this Agreement with CTTF. CTTF understands that this Agreement is a public document and may be publicly released and posted on the CUSD301 website.

Confidentiality Obligations: Both parties shall hold all Confidential Information in confidence in accordance with the terms of this agreement. CUSD301 acknowledges and agrees that CTTF desires to maintain the confidentiality of its Confidential Information and is making such information available to CUSD301 for use only in consent with the terms of this Agreement. CUSD301 further acknowledges and agrees that CTTF's Confidential Information is proprietary to and a valuable trade secret of CTTF and that any disclosure or unauthorized use thereof will cause irreparable loss and harm to CTTF. Therefore, CUSD301 agrees to not disclose CTTF's Confidential Information except as (i) may be required by law; and (ii) to outside counsel, accountants, and other representatives of CUSD301. If CUSD301 is ever legally compelled to disclose any of the Confidential information (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), CUSD301 will provide prompt written notice to CTTF of such requirement so that CTTF may seek a protective order or other such appropriate remedy and/or waive compliance with the terms hereof. In the event that such protective order or other remedy is not obtained or CTTF waives compliance with the provision thereof, CUSD301 agrees to furnish only that portion of the confidential Information which CUSD301 is advised by written opinion of counsel is legally required and to exercise best efforts to obtain assurance that the confidential treatment will be accorded such Confidential Information. Upon termination of this Agreement, CUSD301 agrees to promptly return to CTTF any and all Confidential Information of CTTF and all copies thereof. The mutual obligations concerning Confidential Information shall survive the termination of this Agreement. Notwithstanding the foregoing, CTTF understands that CUSD301 is subject to the Freedom of Information Act, 5 ILCS 140/, and nothing in this agreement shall restrict, or require CUSD301 to give notice to CTTF prior to, CUSD301's good faith compliance with that Act.

CUSD301 staff will be the only individuals granted access to the CTTF Curriculum under this agreement. CUSD301 agrees to keep the curriculum confidential, and not to share with other districts, contractors, organizations, or any non-CUSD301 employees. CUSD301 also agrees that each of its Educational Staff and District Employees who have or are provided access to CTTF's proprietary information and/or Confidential Information will execute a Non-Disclosure and Confidentiality Agreement in the Form attached hereto as "Exhibit B".

14. Family/Client Confidentiality

All parties agree to abide by all statutes for the protection of family/client confidentiality. Medical information, case files, photographs taken of the students, contact information or information regarding students or their families may not be released without expressed written permission.

15. License and Use Limits

License and access to CTTF tools, curriculum, and Confidential Information expire after the contracted period as defined between CTTF and CUSD301. CUSD301 shall not provide, use, or distribute CTTF tools, curriculum, or Confidential information to school sites other than those identified in this Agreement without express written consent by CTTF. Upon termination of this Agreement either by expiration or early termination, CUSD301 shall provide CTTF with all documents produced, maintained or collected by CUSD301 pursuant to this Agreement, whether or not such documents are final or draft documents.

16. No Solicitation

During the terms of this Agreement and for a period of three (3) years following the termination of this Agreement, CUSD301 will not, directly or indirectly, solicit or otherwise induce any directors, owners, agents or employees of CTTF to leave CTTF. CTTF shall not engage in any business activities with CUSD301's agents or employees without prior written consent.

17. Mediation

If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation. Mediation is a condition precedent to arbitration, litigation or any other judicial or alternative dispute resolution proceeding. The mediation

shall be administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules. In the event the parties are unable to agree on a mediator, a mediator shall be appointed by the administrator with AAA. All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise. The process shall be confidential based on terms acceptable to the mediator and/or AAA. Mediation shall be conducted in Kane County, Illinois, or by virtual participation. If mediation is unsuccessful, either party may pursue their claims in court.

18. Revisions

This agreement may be revised at any time by the mutual written agreement of the parties.

19. Governing Law and Venue

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois. Venue for any court proceedings shall be the circuit courts of Kane County, Illinois or federal court with jurisdiction over that geographic area.

20. Computer Networks

CTTF staff who have access to the District's computer network may be asked to sign a Network Access Agreement

21. Student Records

Scope of Obligations. CTTF staff may have access to Confidential Information of the District (including, but not limited to student records, personnel records, school safety and security information, and other information of the District that is nonpublic) only to the extent necessary for performance of the Services. CTTF agrees that any information it or its staff receive from the District or otherwise in the performance of Services with respect to individual District employees or students in conjunction with Services provided under the Agreement shall remain the property of the District and shall be treated and maintained by the Contractor as confidential information and used only for the identified purposes in conjunction with the Services under the Agreement.

School Official Status. CTTF staff will be acting as "school officials" under state and federal student records laws when receiving student record information in the performance of Services and will access student information only to the extent necessary to perform Services. All information that qualifies as a student record under Family and Educational Rights Privacy Act and the Illinois School Student Records Act shall be handled by the Contractor in accordance with those laws. Individuals performing Services through Contractor shall exercise the utmost discretion with respect to information they may become aware of with respect to any students in the school environment. All information regarding students acquired by such individuals in any form (written, electronic, verbal, etc.) shall be treated as confidential information, and such individuals shall not re-disclose any student information to third parties.

Confidential Information Generally. All Confidential Information shall be left and maintained at the District (or on the District network) at all times except with permission of the District and shall not be downloaded or uploaded onto the personal technology of individuals providing services through Contractor (e.g., phone, computer, tablet) except with specific written permission from the District. Confidential Information downloaded onto technology or removed from the District shall be maintained in a secure and confidential manner in accordance with standard data privacy protocols.

Confidential records and the information therein shall not be disclosed by Contractor or Providers to third parties for any reason except pursuant to court order, in the event of an emergency (as defined by the Illinois State Board of Education), or as otherwise may be required by law or specifically directed by the District, and will not be used for the Contractor's, Providers', or other Contractor's employees' own personal or business purposes outside the performance of Services under the Agreement.

Contractor, on behalf of itself and its Providers, further agrees to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act*, the *Illinois Mental Health Act and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights and Privacy Act*, the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") and all rules and regulations governing the release of student, personnel, and medical records. Contractor, on behalf of itself and its Providers, also agrees to abide by all other records confidentiality obligations of the District and all District policies and procedures applicable to same. If Contractor as an entity receives any student record information related to District students, Contractor shall maintain commercially reasonable data security practices, including, hardware, software, policies, and conduct in receiving and maintaining and student record information. Should the District determine a Business Associate Agreement is necessary under HIPAA, Contractor agrees to enter into such an agreement. Contractor shall reimburse the District for any claims or losses arising from a breach of District's confidential information by or through Contractor, its employees, agents, and Contractors.

Data or Information Breach. If there is a breach of Confidential Information (i.e. intentional or unintentional disclosure to or access by a third party by or through Contractor or employee or agent of Contractor), the Contractor shall, within two (2) calendar days of knowledge of the incident, inform the District of the breach and the data affected.

Disposition of Confidential Information. Upon termination of the Agreement with or without cause, including, but not limited to, termination under the provisions of this Agreement or expiration of its term, any Confidential Information (including, but not limited to identifiable District employee or student record information) in possession of Contractor or individuals performing Services shall be returned to the District and all copies of such information in all formats destroyed in accordance with all applicable laws and U.S. Department of Education and Privacy Technical Assistance Center guidelines within 60 days of termination unless the Agreement provides for Contractor to maintain the records for a longer period of time. Upon termination of a Provider's assignment, Provider shall follow the same procedures for return and destruction of Confidential Information in their Possession.

22. Compliance Certification

Contractor certifies as follows:

- a. As required by the Criminal Code, 720 ILCS 5/33E-11, Contractor certifies it is not barred from contracting with any unit of Illinois State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code. Contractor agrees that if this certification is false, the School District may declare the Agreement Void.
- b. To the extent applicable, Contractor further certifies that it will provide a drug free workplace as required by the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- c. If applicable, and as required by 105 ILCS 5/10-20.21, Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with (and unless exempted by) the provisions of the Illinois Use Tax Act, 35 ILCS 105/1 et seq., regardless of whether Contractor or its affiliates are 'retailer[s] maintaining a place of business within this State' as defined in Section 2 of the Use Tax Act. CUSD 301 is a local governmental entity with sales tax exempt status.
- d. That Contractor is not currently under investigation or debarment by any state or federal governmental agency for Medicare or Medicaid fraud, and that to the best of its reasonable knowledge, its currently practicing employees, if any, are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the District reserves the right to immediately terminate this Agreement.
- e. To the extent applicable to Contractor, Contractor will comply with the Illinois Human Rights Act and its implementing regulations regarding Equal Employment Opportunity at 44 Ill.Admin Code Part 750 applicable to public contractors, including Appendix A to that Part, attached to and incorporated into this Agreement as Attachment B.

23. Other Laws, Rules, and Policies

Contractor and individuals performing Services shall comply with all applicable laws, ordinances, rules, regulations and codes as well as all District policies and regulations and procedures, now in force or which may hereafter be in force, pertaining to the Services provided under this Agreement.

24. Compliance With Security Procedures

Contractor and Providers shall comply with all District safety and security protocols. Contractor shall maintain as confidential and not disclose to any third parties any information regarding District security protocols or any information regarding the planned or actual response of students, employees, contractors, or third parties, to any emergency situation at the District or involving District employees, contractors, or students. Providers shall promptly report to a District administrator any threat related to the safety of the schools, its students, or staff, in accordance with District threat reporting protocols, except to the extent such reporting disclosure is prohibited by a confidentiality law, and may be asked to sign an acknowledgement of that reporting obligation.

25. Federal And State Grant Procurement

THIS AGREEMENT MAY BE FUNDED WITH FEDERAL GRANTS OR STATE GRANTS SUBJECT TO THE

GRANT ACCOUNTABILITY AND TRANSPARENCY ACT (GATA), AND CONTRACTOR SHALL ASSUME THE CONTRACT CLAUSES SET FORTH BELOW SHALL BE APPLICABLE TO THE CONTRACT. CONTRACTOR IS ADVISED TO READ ALL CLAUSES CAREFULLY AS DIFFERENT CLAUSES APPLY BASED ON THE DOLLAR AMOUNT AND TYPE OF THE CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL REQUIREMENTS SET FORTH IN THESE CLAUSES, AS APPLICABLE.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor understands it must comply with these standards.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies they are not on this list.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Contractor hereby certifies to CUSD 301 that Contractor will not and has not used Federal or Illinois State appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

26. CRIMINAL BACKGROUND CHECKS AND SEXUAL MISCONDUCT EMPLOYMENT HISTORY CHECKS:

A. District Criminal Background Checks of Providers:

Individuals performing Services under the Agreement (Providers) who are expected to have direct, daily contact with students must submit to a criminal background investigation through the District in accordance with 105 ILCS 5/10-21.9. The Contractor will reimburse the District for the costs of the criminal background check.

In accordance with 105 ILCS 5/10-21.9, Contractor shall ensure that each individual performing Services has authorized a criminal background investigation by the District (unless a satisfactory background investigation is on file with the Regional Office of Education or Educational Service Region) and, at the request of the District, a DCFS Child Abuse Registry background investigation, which investigations shall be commenced (or, at the District’s option, completed) prior to the individual commencing Services.

Contractor acknowledges that the eligibility of any individual to perform the Services under this Agreement is contingent upon the District deeming acceptable the results of such criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check, as well as such other licensure documentation and information provided to the District.

The District will provide to the individual a copy of the background check results. The District will notify the Contractor if the District determines that any individual is not eligible to perform the Services. Due to restrictions on disclosure of background check information, the District will not specify to Contractor the reasons for a determination of ineligibility.

B. Contractor Sexual Misconduct Employment History Checks of Providers:

In addition to the criminal background check process above, as of July 1, 2023, the effective date of Public Act 102-0702, for all applicants seeking to perform services for Contractor on assignment to the District with direct contact with students, Contractor shall complete an employment history check

for sexual misconduct. Contractor agrees to comply with 105 ILCS 5/22-94 and ensure and certify the Following:

- 1) Contractor has no knowledge or information pertaining to the applicant that would disqualify the applicant from employment;
- 2) the applicant swears or affirms that the applicant is not disqualified from employment;
- 3) the applicant completes and provides the template employment history form to be developed by the Illinois State Board of Education regarding the applicant; and
- 4) any other applicable requirements set forth by the statute.

Further, Contractor will not assign an individual to perform services if Contractor has knowledge of any instance in which the individual to be performing services:

- 1) has been the subject of a sexual misconduct allegation unless a subsequent investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated;
- 2) has ever been discharged, asked to resign from, resigned from, or otherwise been separated from any employment, removed from a substitute list, been disciplined by an employer or had an employment contract not renewed, due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded or unsubstantiated; or
- 3) has ever had a license or certificate suspended, surrendered, or revoked due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated.

Upon request of the District, Contractor will provide the District all information obtained in the employment history checks of individuals to be assigned to the District. Contractor will not assign an individual to perform services if District objects based on an instance related to sexual misconduct of the individual as disclosed by Contractor to the District pursuant to 105 ILCS 5/22-94.

Contractor will provide written certification to the District of its completion of the employment history check for each individual assigned to the District.

27. PHYSICAL FITNESS CERTIFICATION: In accordance with 105 ILCS 5/24-5, as determined applicable by the District, all individuals performing Services under the Agreement also shall submit to a physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant and shall provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such examination must be conducted not more than ninety (90) days prior to commencement of Services to the District. The cost of this examination shall be paid by the Contractor or Provider. A certification from Contractor to the District that each individual providing Services has provided the required physical fitness certification will be sufficient to document compliance with the requirement unless the District notifies the Contractor that the Illinois State Board of Education is requiring that the actual medical certification be provided to the District.

28. Data Privacy, Security, and Accessibility Compliance

If CUSD301 determines that the Illinois Student Online Personal Protection Act is applicable to services, CTTF agrees to enter into an unmodified IL-NDPA v1.0 or a successor version with CUSD 301. Contractor also shall comply with all applicable statutory and regulatory requirements and guidelines for accessibility of websites and curriculum materials provided and used in the provision of the Services, including, but not limited to, Illinois School Code 105 ILCS 5/10-20.75 (WAG 2.1 or newer compliance), Department of Education guidance on digital accessibility, and

Department of Justice guidance on web accessibility and the ADA.

29. Severability Clause

If any provision of this agreement is found to be unenforceable, all other provisions will remain in full force and effect.

CODE TO THE FUTURE

CENTRAL SCHOOL DISTRICT 301

By: _____

By: _____

Andrew Svehaug
Founder and CEO

Esther Mongan
Superintendent

Date:

Date:

EXHIBIT "A"

COSTS AND SCHEDULE OF PAYMENTS

PAYMENT SCHEDULE

Pricing

2024-2025	\$200,000
2025-2026	\$200,000
2026-2027	\$12,000
2027-2028	\$12,000
2028-2029	\$12,000

Length of Contract September 30, 2024 - August 31, 2029

Payment Terms

October 31, 2024	\$200,000
July 15, 2025	\$200,000
July 15, 2026	\$12,000
July 15, 2027	\$12,000
July 15, 2028	\$12,000

All payments/required deposits are non-refundable, except as provided in the Agreement

EXHIBIT "B"

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

In consideration and as a condition of the Educational Staff's ("Staff") continued relationship with CODE TO THE FUTURE or any of its subsidiaries (collectively, "CTTF"), Staff agrees and understands as follows:

Staff understands and acknowledges that during the course of his or her working relationship with the CTTF, Staff may come into contact with or be provided with CTTF's confidential information, Trade Secrets, intellectual property, and curriculum, which the CTTF has not released to the general public (collectively, "Confidential Information").

Staff further understands CTTF has signed an agreement with Staff's School District that requires the School District and all of its employees, including Staff, to keep the CTTF's Confidential Information, confidential, and strictly limits its use and disclosure.

Staff acknowledges that: (a) During both the duration of relationship between the Parties and under the terms of the Agreement with CTTF, Staff may acquire CTTF's Confidential Information; (b) Disclosure of Confidential Information to others will be in violation of the agreement with the school district and will be highly detrimental to the interests of CTTF and its clients; and (c) Confidential Information is the property of the CTTF.

Accordingly, Staff agrees that at all times during the course of his or her working relationship with CTTF, Staff will hold in strictest confidence any and all Confidential Information of CTTF, meaning that Staff will not: (a) at any time, disclose any Confidential Information to any other person, firm, or corporation without written authorization of CTTF unless required by law; (b) use Confidential Information for any purpose other than that required by their contemplated contractual relationship with CTTF and for the benefit of CTTF; and (c) at any time, or in any way, take or reproduce Confidential Information unless required by said contemplated contractual relationship. Except as essential to Staff's obligations pursuant to their relationship with CTTF, Staff shall not make any duplication or other copy of the Confidential Information including CTTF's curriculum. Staff shall not remove Confidential Information or proprietary property or documents without written authorization. Immediately upon request from CTTF, Staff shall return to CTTF all Confidential Information, material or proprietary property or documents.

AGREED AND ACKNOWLEDGED:

EDUCATIONAL STAFF:

Printed Name: _____ Date: _____

Signature: _____

School: _____