

BurlingtonEnglish Sales Proposal

Waukegan School District 60

Attn: Angela Ramirez
Title: Parent Engagement Facilitator
Phone: (224) 303-100
Email: anramirez@wps60.org

Address: Waukegan School District 60
ATTN: Bilingual & Multicultural Department
1201 Sheridan RD
Waukegan, IL 60087

ITEM DESCRIPTION	QUANTITY	PRICE PER ITEM	TOTAL
BurlingtonEnglish Seats - 12 Month Access	80	96.00	\$ 7,680.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
*These prices do not include sales tax		TOTAL	\$ 7,680.00
**Please provide a tax exemption certificate		Sales Tax %	\$ 0.00
		Shipping	\$
		GRAND TOTAL	\$ 7,680.00

Each BurlingtonEnglish Seat includes access to:

- **NEW Burlington Core** – Basics, Low Beginners, High Beginners, Low Intermediate, High Intermediate, and Advanced. Each level includes the following components: Course & Lesson Planner, In-Class Lessons, Worksheets, Student Lessons, Vocabulary Practice, My Portfolio, and Progress.
- **English in America** – Beginners, Intermediate, and Advanced. Each level includes the following components: In-Class Lessons, Worksheets, Student Lessons, Vocabulary Practice, and Progress.
- **Career Exploration & Soft Skills** – Beginners, Intermediate, and Advanced. Each level includes the following components: Course Planner, In-Class Lessons, Worksheets, Student Lessons, Vocabulary Practice, My Portfolio, and Progress.
- **Career Clusters** including Career Wordlists and Career Courses. Career Wordlists include the following components: Vocabulary Practice and Progress. Career Courses include the following components: Student Lessons, Vocabulary Practice, Worksheets, and Progress.
- **Exam Preparation – Prepare for CASAS** including In-Class Lessons, Test Practice, and Lesson Practice.
- **Digital Literacy – Using Your Computer.**
- **BurlingtonEnglish Digital Readers Library.**
- Free teacher's material
- Free Administration Zone – for student and faculty management
- Free initial teacher/administration training and ongoing professional development
- Free ongoing technical support
- Unlimited access to Burlington's online on-demand and virtual training sessions
- Free data collection and reports for accountability
- Free software updates

Additional seats may be purchased as needed throughout the duration of this time period.
Terms and conditions in accordance with the provisions of the end-user license agreement (EULA).

Activation date for the above BurlingtonEnglish Seats: Seats expire 12 months from the activation date

This proposal is valid until: August 15, 2021

For any questions or additional information regarding this proposal, please contact:

Amelia Boggess Amelia.B@BurlingtonEnglish.com (312) 292-1473

Burlington English Inc. • 4800 N Federal Highway, Suite E207 • Boca Raton, FL 33431

Send purchase orders to: usa@BurlingtonEnglish.com • Fax: (561) 672-7827

Master Addendum to Software Terms of Use/Service
Waukegan Community School District ("the district") & Burlington English ("the operator")

The operator's Order/Purchase Form(s) and Terms of Service/Use are modified as set forth herein, and such modifications shall apply to all purchases or uses of the operator's software or other materials made by the district from July 1, 2021.

1. **Publicity.** Absent a separate written agreement between the parties, the operator may not advertise, publicly announce, provide to any other person, or use the district's name or logo in any format for any promotion, publicity, or marketing of the operator's materials.
2. **No automatic renewal.** To ensure continuing compliance with requirements that are from time to time imposed on the district and the operator under state, federal, and local law and policy, no purchase by the district of software or other materials from the operator shall be subject to automatic renewal.
3. **Governing law, exclusive jurisdiction.** The parties agree that any agreement relative to the district's access to the operator's software, materials, or products shall be governed by the laws of the State of Illinois, without regard to conflict of law principles. The parties further agree that any action at law or in equity arising out of or relating to such an agreement, and the district's access to the operator's software, materials, or products shall be subject to the exclusive jurisdiction of the state or federal courts of Lake County, Illinois, and the operator irrevocably consents and submits to the exclusive personal jurisdiction of such courts.
4. **Vendor's cybersecurity practices, disclaimers.** The provisions in the vendor's Terms of Use/Service under which the vendor disclaims warranties, disclaims liability to the district, and imposes a limit on the amount of money by which it will be liable to the district, shall have no force or effect unless (a) prior to the district's use of the vendor's software, the vendor provided to the district (i) a written statement that fully and accurately identifies the information that is to be collected or absorbed by the vendor through the software in question; and (ii) a written statement that fully and accurately details the vendor's technological practices and standards regarding cybersecurity, relative to the software in question; and (b) prior to and during the district's use of the vendor's software, the vendor obtains, at its sole cost and expense, insurance that identifies the district as an additional insured party and loss payee (on a primary and non-contributory basis relative to the district's own insurance), as specified here:
 - A) Technology E&O / Technology Products E&O: minimum of \$2.0 million limit and in the annual aggregate, inclusive of defense costs
 - B) Network Security / Privacy Liability; including:
 - (1) computer or network systems attacks
 - (2) denial or loss of service
 - (3) introduction, implantation, or spread of malicious software code
 - (4) unauthorized Access and use of computer systems
 - (5) privacy liability
 - (6) breach response coverage

Liability coverages should have a minimum of \$2.0 million limit and annual aggregate, and the breach response Sub-Limits must be at least a minimum of 50% of the liability limit.

C) Crime Insurance. Third Party Crime/Employee Dishonesty Insurance in an amount not less than \$1,000,000. If policy or policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement.

Waukegan Community United School District No. 60 must be named as an additional insured under Technology E&O / Technology Products E&O & Network Security / Privacy Liability policies.

Further, an appropriate endorsement deleting the Insured School District vs. Insured exclusion must be evidenced, so as not to impede a claim by "INSURED School District" for a wrongful act of (Vendor).

All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

Upon request, the vendor shall provide to the District proof of obtaining and maintaining such insurance by way of one or more Certificates of Insurance. The vendor's failure to provide one or more Certificates of Insurance, shall in no way impair the force and effect of this Addendum.

Zevi Aber
President
Burlington English Inc.
4800 N. Federal Highway, E207
Boca Raton, FL 33431
DATE: July 13 2021

Theresa Plascencia
Superintendent
Waukegan Community Unit School District No. 60
1201 N. Sheridan Road
Waukegan, Illinois 60085
DATE: 7/13/21



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<http://www.BurlingtonEnglish.com>

July 13, 2021

REQUIRED STATEMENTS

To whom it may concern,

Per section **4(a)(i) and 4(a)(ii) of the Master Addendum to Software Terms of Use/Service above:**

The following user information is collected for the use and operation of the BurlingtonEnglish software, Information is only used for best product operation purposes and is not shared with third parties.

1. Students: Name, Gender, Mother Tongue, email (optional for password reset purposes)
2. Teachers: Name, Gender,

We do not collect any other student PII to run the program nor do we handle any financial or PII regarding your employees.

As for technology and cybersecurity: The Burlington Group complies with General Data Protection Regulation (GDPR) of the European Union, which parallels SOC-2 or SSAE-16 regarding data security and procedures.

Data protection statement:

The Burlington Group of companies, which includes Burlington English Inc., provides English Teaching services in many countries around the world. As a multinational company Burlington is required to uphold the highest standards of data security and protect its customers' best interests. As of May 23rd, 2018 the new European General Data Protection Regulation (GDPR) came into effect with the most stringent data protection requirements to be applied in the commercial world to-date. The Burlington Group has completed a comprehensive audit in consultation with leading experts in GDPR compliance in order to assess any vulnerabilities. Following this audit the Group has tightened any data security and protection measures and procedures that needed additional attention in order to comply with the GDPR requirements as detailed below.

BurlingtonEnglish servers are protected by Guardium (<https://www.ibm.com/security/data-security/guardium>), IBM's internationally recognized data protection software.

The BurlingtonEnglish data resides on servers in an installation that meets internationally recognized management systems such as ISO 14001 (environment), ISO 27001 (information security) and OHSAS 18001 (health and safety).

The Burlington Group complies with and follows the GDPR requirements related to the Data Protection Principles detailed in:

- **Lawfulness of Processing:** We only process personal information under lawful basis as described in Article 6(1) (<https://gdpr-info.eu/art-6-gdpr>)



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- **Sensitive Data:** We apply additional precaution when handling sensitive data of our customers and employees, as required in Article 9 (<https://gdpr-info.eu/art-9-gdpr>) and Recitals 51-56 (<https://gdprinfo.eu/recitals/no-51>)
- **Personal Data Breaches and Notifications:** In case of a breach of personal data or any compromising of personal data, we follow the guidelines related to breach notifications, as described in Articles 33 (<https://gdpr-info.eu/art-33-gdpr>), 34 (<https://gdpr-info.eu/art-34-gdpr>), 70 (<https://gdprinfo.eu/art-70-gdpr>), 83 & 84 (<https://gdpr-info.eu/art-83-gdpr>) and Recitals 85-88 (<https://gdprinfo.eu/recitals/no-85>)
- **Individual or Data Subject Rights:** We provide our customers with rights as described in Article 17-19 (<https://gdpr-info.eu/art-17-gdpr>) and Recitals 65, 66, 67 & 73 (<https://gdpr-info.eu/recitals/no-65>)
- **Data Transfer:** We comply with the data transfer requirements as described in Articles 12-21, 40-45 (<https://gdpr-info.eu/art-12-gdpr>) and Recitals 58-64, 67, 69-70, 73 & 78-91 (<https://gdprinfo.eu/recitals/no-58>)
- **Privacy by Design:** We implement technical and organizational measurements to show they have considered and integrated data compliance measure into their data processing activities as described in Article 25 (<https://gdpr-info.eu/art-25-gdpr>) and Recitals 74-78 (<https://gdpr-info.eu/recitals/no-74>).

All the best.

Ze'evi Aber, President
Burlington English Inc.