

Illuminate Education, Inc.
 6531 Irvine Center Drive
 Suite 100
 Irvine CA 92618
 United States
 invoices@illuminateed.net
 http://www.illuminateED.com

Invoice



BILL TO

Waukegan Community Unit School
 District 60
 1201 North Sheridan Rd
 Waukegan Illinois 60085
 United States

SHIP TO

Waukegan Community Unit School
 District 60
 1201 North Sheridan Rd
 Waukegan IL 60085
 United States

INVOICE #	DATE	DUE DATE	TERMS
INV0000057684	6/21/2021	7/21/2021	Net 30

SERVICE PERIOD	PO#	ACTIVITY	QTY	RATE	AMOUNT
7/1/2021 - 6/30/2022		Inspect Plus Access to Key Data Systems' KDS Inspect Plus	15,332	\$2.04	\$31,277.28
7/1/2021 - 6/30/2022		Grading Software Assessment Scanning and Scoring	15,332	\$0.00	\$0.00
7/1/2021 - 6/30/2022		Quick Checks Access to KDS Quick Checks assessments bundle.	15,332	\$1.36	\$20,851.52
7/1/2021 - 6/30/2022		DnA, Software License Per Student Licenses - Illuminate Data and Assessment™	15,332	\$4.55	\$69,760.60

PAYMENT REMIT ADDRESS:
 PO Box 207833
 Dallas, TX 75320-7833

Purchase Order can be sent:
 Fax: 909-266-1935
 Email: invoices@illuminateed.net

PAYMENT/DEPOSIT	\$0.00
CREDITS APPLIED	\$0.00
TAX TOTAL	\$0.00
BALANCE DUE	\$121,889.40



INV0000057684

Model Master Software Addendum:
Waukegan Community Unit School District ("the district") & Illuminate Education ("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 of the operator's software made by the district from May 15, 2021.

1. **Payment.** Terms and conditions relative to payment shall be as set forth in the Illinois Local Government Prompt Payment Act and the operator's MSA.
2. **Publicity.** Absent a separate written agreement between the parties, the operator may not advertise, publicly announce, or provide to any other person, information relating to the existence of this agreement or use the district's name or logo, in any format for any promotion, publicity, or marketing of the operator's materials.
3. **No Automatic Renewal.** To ensure continuing compliance with requirements that are from time to time imposed on the district under state, federal, and local law and policy, no purchase by the district of a software product or license from the operator shall be subject to automatic renewal.
4. **Governing law, exclusive jurisdiction.** The parties agree that any agreement relative to the district's access to the operator's software, materials, or products hereunder 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 operator's software, materials, or products hereunder 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.
5. **Operator's cybersecurity practices, disclaimers.** The provisions in the operator's Terms of Use/Service under which the operator 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 prior to and during the district's use of the operator's software, the operator 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 \$2.1 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 \$2.1 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 (Operator).

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

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

Scott Virkler
COO
Illuminate Education, Inc.
6531 Irvine Center Drive, Suite 100
Irvine, CA 92618
DATE: 5/21/2021

Theresa Plascencia
Superintendent
Waukegan Community Unit School District No. 60
1201 N. Sheridan Road
Waukegan, Illinois 60085
DATE: 6/4/21



Agenda Item Details

Meeting	May 25, 2021 - BOARD OF EDUCATION - Regular Meeting - Open Session 7:00 p.m. - Closed Session 6:00 p.m.
Category	9. CONSENT AGENDA
Subject	I. Approval to renew Illuminate Data and Assessment System for 2021-2022
Type	Action
Preferred Date	May 25, 2021
Absolute Date	May 25, 2021
Fiscal Impact	Yes
Dollar Amount	121,889.40
Budgeted	Yes
Budget Source	Title I
Recommended Action	It is the recommendation of the Administration that the Board of Education authorize the Superintendent to approve the renewal of Illuminate for the 2021-2022 SY in the amount of \$121,889.40.

The Academic Supports and Programs (ASAP) Team would like to request the renewal of Illuminate for the 2021-2022 SY. Illuminate serves as the district's system to facilitate the efficient collection, sharing, and analysis of student assessment and related data.

[Assessment- ASAP Student Achievement Presentation.pdf \(466 KB\)](#)

[Q-123356 V1 - Waukegan Community Unit School District 60.pdf \(443 KB\)](#)

[Waukegan Model software addendum Illuminate may 14 2021 - IE executed.pdf \(401 KB\)](#)

[Waukegan IL and Illuminate - District SOPPA Form - IE executed.pdf \(302 KB\)](#)

Motion & Voting

It is the recommendation of the Administration that the Board of Education authorize the Superintendent to approve the renewal of Illuminate for the 2021-2022 SY in the amount of \$121,889.40.

Motion by Rick Riddle, second by Lucy Leguizamo.

Final Resolution: Motion Carries

Yes: Rick Riddle, Jeff McBride, Charlotte Callahan Wozniak, Lucy Leguizamo, Adriana Gonzalez, Brandon Ewing