



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 08/01/2021
License End Date: 07/31/2022

Created Date: 02/09/2021
Quote Number: 00041657
Partner ID: 1297

Prepared By: Jami Breslin
Phone:
Email: jami.breslin@nwea.org

Contact Name: Jonathan Brown
Phone: (847) 912-1659
Email: jbrown@wps60.org

Bill To Name: Waukegan Public Schools #60
Bill To Address: 1201 N. Sheridan Road
Waukegan, IL 60085-2099

Ship To Name: Waukegan Public Schools #60
Ship To Address: 1201 North Sheridan Road
Waukegan, IL 60085-2099

Product	Sales Price	Quantity	Total Price
MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish)	\$5.00	4,000	\$20,000.00
MAP Growth Science (Add-On)	\$1.00	4,000	\$4,000.00
MAP Growth K-12	\$12.50	10,000	\$125,000.00

Quote Subtotal \$149,000.00
Estimated Tax \$0.00
Grand Total \$149,000.00

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____

Printed Name: Theresa Plascencia

Date: 6/14/21

Title: Superintendent

Model Master Software Addendum:

Waukegan Community Unit School District ("the district") & NWEA ("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. **Indemnity.** Provisions in the operator's Terms of Use/Service under which the district would otherwise be liable for providing indemnity shall not apply to claims, losses, damages, etc. arising out of or relating to the district's mere use of the operator's software, materials, product, or website.
2. **Payment.** Terms and conditions relative to payment shall be as set forth in the Illinois Local Government Prompt Payment Act.
3. **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.
4. **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.
5. **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.

6. **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 unless (a) prior to the district's use of the operator's software, the operator provided to the district (i) a written statement that fully and accurately identifies the information that is to be collected or absorbed by the operator through the software in question; and (ii) a written statement that fully and accurately details the operator'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 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.

Geri Cohen
CFO
NWEA
121 NW Everett Street
Portland, OR 97209
DATE: 6/10/2021

Theresa Plascencia
Superintendent
Waukegan Community Unit School District No. 60
1201 N. Sheridan Road
Waukegan, Illinois 60085
DATE: 6/14/21



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	C. Approval to renew NWEA MAP for 2021-2022
Type	Action
Preferred Date	May 25, 2021
Absolute Date	May 25, 2021
Fiscal Impact	Yes
Dollar Amount	149,000.00
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 NWEA MAP for the 2021-2022 SY in the amount of \$149,000.

The Academic Supports and Program (ASAP) Team is requesting the renewal of NWEA MAP, which serves as the district's main local interim assessment used to measure the progress of students in math and reading in grades K-11.

[NWEA 2021-22 Agreement.pdf \(33 KB\)](#)

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

Motion & Voting

It is the recommendation of the Administration that the Board of Education authorize the Superintendent to approve the renewal of NWEA MAP for the 2021-2022 SY in the amount of \$149,000.

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