

Company Address:

2300 Corporate Park Drive
Herndon, VA 20171

Prepared By: Kelly Winkler**Phone:** (517) 518-1012**Email:** kwinkler@k12.com**Quote #:**

Q-73078-4

Created Date:

3/12/2021

Expiration Date:

7/30/2021

Start Date:

8/2/2021

End Date:

8/1/2022

Contact Name:

Elisabeth Ambroiggio

Phone:

(224) 202-1180

Email:

eambroiggio@wps60.org

Bill To:

Waukegan CUSD 60
1201 N Sheridan Rd
Waukegan, IL 60085

Ship To:

Waukegan CUSD 60
1201 N Sheridan Rd
Waukegan, IL 60085-2081

QTY	Product	Description	Unit Price	Total Price
23	Big Universe Annual Site License (Content, Hosting)	One-year access to Big Universe platform and title catalog for all students and teachers in a single school within the Territory.	\$3,000.00	\$69,000.00
1	Training: Webinar	Access to one online synchronous professional development session for up to 35 users in a district. *Some exceptions may apply due to program selected	\$750.00	\$750.00
			Total:	\$69,750.00

Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.

This Sales Quote incorporates and is in all respects subject to the Fuel Education Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms>. This Sales Quote is valid for 30 days. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

Accepted by Customer: _____

Signature:

Date:

08.31.2021

Name (Print):

Theresa Plascencia

Title:

Superintendent of Schools

Amendment to Online Educational Products and Services Order
Waukegan Community School District ("the district") & Fuel Education LLC ("the operator")

The operator's Online Educational Products and Services Order and FuelEd Online Educational Products and Services Agreement Terms are modified as set forth herein.

1. **Indemnity.** The Indemnification and Limitation of Liability Provision is revised to add the following sentence: For purposes of clarification, the district's indemnity of operator 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, or product(s) in compliance with operator's directions.
2. **Arbitration.** No purchase by the district of the operator's software or materials shall be subject to mandatory arbitration. In the event the parties agree to arbitrate any dispute, such arbitration shall occur exclusively in Lake County, Illinois, and shall be governed by the laws of the State of Illinois, without regard to conflict of law principles.
3. **Payment.** Terms and conditions relative to payment shall be as set forth in the Illinois Local Government Prompt Payment Act.
4. **Publicity.** Absent a separate written agreement between the parties, the operator may not list the district on the website or printed promotional materials.
5. **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 a software product or license from the operator shall be subject to automatic renewal.
6. **Governing law, exclusive jurisdiction.** The third and fourth sentences of the Dispute Resolution section are deleted and replaced with the following: 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 the 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.
7. **Operator's cybersecurity practices, disclaimers.** The provisions in the operator's Terms of Use/Service under which the operator disclaims warranties, asserts a full release from liability, disclaims liability, 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, the operator obtains, at its sole cost and expense, cybersecurity 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 coverageLiability 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 (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 obtain and maintain such insurance, or failure to provide proof of so doing by way of one or more Certificates of Insurance, shall in no way effect the district's rights under this Addendum.

NAME Patrick Neeman
TITLE VP, Finance
NAME OF OPERATOR Fuel Education LLC
ADDRESS 2300 Corporate Park Drive
CITY
STATE ZIP Herndon, VA, 20171
DATE: August 26, 2021

Theresa Plascencia
Superintendent
Waukegan Community Unit School District No. 60
1201 N. Sheridan Road
Waukegan, IL 60085
Date: 8/27/21

**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	X. Supplemental Software for ELs- English Discoveries, Curriculum Associates, Big Universe, Common Lit, Pacific Learning
Type	Action
Preferred Date	May 25, 2021
Absolute Date	May 25, 2021
Fiscal Impact	Yes
Dollar Amount	152,113.00
Budgeted	Yes
Budget Source	TBE
Recommended Action	It is the recommendation that the Board of Education authorizes the Superintendent to approve the purchase of Supplemental Software for ELs in the amount of \$152,113.

The Bilingual and Multicultural Department is seeking approval to purchase supplemental software for ELs including English Discoveries, Curriculum Associates, Big Universe, Common Lit and Pacific Learning in the amount of \$152,113.

- **To provide supplemental software for EL students to assist in making English content comprehensible**
- **To provide online titles of books in other languages for ELs**
- **To provide Spanish intervention support**

Copy of 5_18_2021 - ASAP Student Achievement Presentation (9).pdf (418 KB)

Motion & Voting

It is the recommendation that the Board of Education authorizes the Superintendent to approve the purchase of Supplemental Software for ELs in the amount of \$152,113.

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