

**Quote Number:** 176113-1  
**Quote Creation Date:** 12-03-2021  
**Quote Expiration Date:** 09-30-2022  
**Quote Release:** 1

## Price Quote Summary

Solution	Base Amount	Total
Inspire Literacy (iLit)	\$ 3,850.00	\$ 3,850.00
Solution Subtotal	\$ 3,850.00	\$ 3,850.00
	Shipping & Handling	\$ 0.00
		Total \$ 3,850.00

### Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
Inspire Literacy (iLit)				
iLit Software				
9780328896547	ILIT ELL STUDENT LICENSE 1-YEAR	\$77.00	50	\$3,850.00
iLit Software Subtotal				\$ 3,850.00
Inspire Literacy (iLit) Subtotal				\$ 3,850.00
Solution Subtotal				\$ 3,850.00
Shipping and Handling			\$ 0.00	
			Total	\$ 3,850.00

Solution	UOM	Term	List Price	Quantity	Base Amount	Total
Elementary						

Solution	UOM	Term	List Price	Quantity	Base Amount	Total
Digital Licenses (Online Svcs)						
9780328896547 - ILIT ELL STUDENT LICENSE 1-YEAR	EA	1	\$77.00	50	\$3,850.00	\$3,850.00
Digital Licenses (Online Svcs) Subtotal					\$ 3,850.00	\$ 3,850.00
Elementary Subtotal					\$ 3,850.00	\$ 3,850.00
					Total	\$ 3,850.00

## Savvas Learning Company LLC Terms and Conditions

**To place your order** please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

**e-Form:** <http://support.savvas.com/support/s/contactsupport>

**Mail:** PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500.

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

**Shipping & handling** charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

**Return Policy:** If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://worktext-subscriptions.savvas.com/>.

**Annual subscriptions for iLit and Successmaker:** Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: <https://support.savvas.com/support/s/customer-service-support-form>.

**Technical support services** are included with purchase of Savvas digital products eform: <https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

**Professional Services:** All paid services must be scheduled and delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. MySavvasTraining, which provides online access to on-demand tutorials and interactive webinar sessions, is included with purchase of products (mySavvasTraining.com).

**Master Addendum to Software Terms of Use/Service**  
**Waukegan Community School District ("the district") & Savvas Learning Company LLC ("the vendor")**

The vendor'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 vendor's software made by the district from November 17, 2020.

1. **Indemnity.** Provisions in the vendor'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 vendor's software, materials, or product(s).
2. **Arbitration.** The Purchase Agreement shall not be subject to mandatory arbitration. In the event the parties agree to arbitration any dispute under this Agreement, 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 vendor may not advertise, publicly announce, or provide to any other person, information relating to the existence of this agreement or use your (and in the case of your school or district its) name or logo, in any format for any promotion, publicity, or marketing of the vendor's materials.
5. **No Automatic Renewal.** To ensure continuing compliance with requirements that are from time to time imposed on the district and the vendor under state, federal, and local law and policy, no purchase by the district of a software product or license from the vendor shall be subject to automatic renewal.
6. **Governing law, exclusive jurisdiction.** The parties agree that the district's access to the vendor'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 this Agreement and the district's access to vendor'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 vendor irrevocably consents and submits to the exclusive personal jurisdiction of such courts.

7. **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 not be effective as to any data breach or misappropriation of student data attributable to the vendor's fault unless, prior to the proposed effective date of this Agreement (a) the vendor provided to the district (i) a written statement that identifies the information that is to be collected or absorbed by the vendor; and (ii) a written commitment or statement that details the vendor's technological practices and standards regarding cybersecurity; and (b) the vendor obtains cybersecurity insurance (and provides the district with proof of so doing by way of a Certificate of Insurance) that identifies the district as an insured party, and maintains such insurance through the course of this Agreement, as specified in the attached Certificate of Insurance.

*Matt Stricker*

Matt Stricker (Dec 23, 2020 09:40 CST)

NAME  
TITLE  
SAVVAS LEARNING COMPANY LLC  
15 E. Midland Ave., Suite 502  
Paramus, NJ 07652  
DATE: 1/4/21

*Theresa Plascencia*

Theresa Plascencia  
Superintendent  
Waukegan Community Unit School District No. 60  
1201 N. Sheridan Road  
Waukegan, Illinois 60085  
DATE: 1/4/21



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:	
<b>INSURED</b> Savvas Learning Company LLC 15 E. Midland Avenue, Suite 502 Paramus NJ 07652 USA		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hartford Fire Insurance Co. 19682 INSURER B: ACE American Insurance Company 22667 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 570085009127

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			10UUNHN5501	03/29/2020	03/29/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Cyber Liability			EONG46772994002 SIR applies per policy terms & conditions	03/29/2020	03/29/2021	Professional \$15,000,000 Cyber \$15,000,000 Business Interrupti \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waukegan Community Unit School District No. 60 is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

Waukegan Community Unit School District No. 60 1201 N. Sheridan Road Waukegan IL 60085 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

570085009127

Certificate No :



### ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Savvas Learning Company LLC
POLICY NUMBER See Certificate Number: 570085009127		EFFECTIVE DATE:
CARRIER See Certificate Number: 570085009127	NAIC CODE	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER:** ACORD 25      **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

## ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



AGENCY CUSTOMER ID: 570000079202

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

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AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Savvas Learning Company LLC	
POLICY NUMBER See Certificate Number: 570085009127			
CARRIER See Certificate Number: 570085009127	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance**Certificate of Liability**

Additional WC Carriers:  
Trumbull Insurance Company  
Nutmeg Insurance Company  
Sentinel Insurance Company  
Hartford Underwriters Insurance Company  
Hartford Casualty Insurance Company  
Hartford Insurance Company of the Midwest  
Property & Casualty Insurance Company of Hartford  
Twin City Fire Insurance Company  
Hartford Accident and Indemnity Insurance Company