COST PROPOSAL

Prepared For	Prepared By
Vivian Kueter Waukegan Community Unit School District 60 2228 N Butrick Avenue Waukegan, IL 60085	Melissa Kelley mkelley@vistahigherlearning.com 617-368-3643 Vista Higher Learning 500 Boylston St, Suite 620 Boston, MA 02116-3736

Get Ready

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
3	978-1-54332-142-5	Get Ready 2021 9-12 National TRB	$169.00	$507.00	$507.00
40	978-1-54332-945-2	Get Ready 9-12 Student Edition + Prime(6 year license) + Get Reading Supersite Plus(6 year license)	$184.95	$7,398.00	$7,398.00
5	978-1-54331-867-8	Get Ready 9-12 Workbook (10-Pack)	$209.95	$1,049.75	$1,049.75

Est. Shipping (3%)	$268.64
Est. Grand Total Cost	**$9,223.39**

Special Instructions

- Please include a copy of your signed and dated tax exemption certificate when sending in your purchase order.
- Shipping rates shown here are only estimates and may be different than the actual charges invoiced for your shipment.

To Order Contact Customer Support

Phone (800) 269-6311 ext. 3 | **Fax** (617) 426-5215

Email orders@vistahigherlearning.com

Vista Higher Learning

500 Boylston St. Suite 620 Boston, MA 02116

Terms of Use

Thank you for your business!

Master Addendum to Software Terms of Use/Service
Waukegan Community School District ("the district") & VISTA Higher Learning ("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 December 18, 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 unless such information is already available to the public..

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 any agreement relative to 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 such an 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 unless, prior to the proposed effective date of any agreement relative to the district's use of the vendor's software this Agreement complies with the following requirements (the "Requirements"): (a) the vendor provided to the district (i) a written statement, provided in Exhibit A, that identifies the information that is to be collected or absorbed by the vendor through the software in question; and (ii) a written statement, provided in Exhibit B, that details the vendor's technological practices and standards regarding cybersecurity, relative to the software in question; and (b) the vendor obtains at its sole cost and expense cybersecurity insurance that identifies the District as an additional insured party and loss payee, and maintains such insurance through the course of this Agreement, and provides to the District proof of so doing by way of one or more Certificates of Insurance (see Exhibit C), 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 (Vendor).

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

The district acknowledges that the Requirements as set forth in this section 7 have been met by the vendor.

Jon Aram
Digitally signed by Jon Aram
Date: 2021.02.08
14:13:41 -05'00'

Jon Aram
CEO
Vista Higher Learning
500 Boylston Street, Suite 620
Boston, MA 02116
DATE:

Theresa Plascencia
Superintendent
Waukegan Community Unit School District No. 60
1201 N. Sheridan Road
Waukegan, Illinois 60085
DATE: 2/16/21

EXHIBIT A

In fulfillment of Section 7a(i): "the vendor provided to the district (i) a written statement that identifies the information that is to be collected or absorbed by the vendor through the software in question"

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	Practice quizzes
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	Optional Online chats and forums.
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	Year only
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian	Address	

Category of Data	Elements	Check if used by your system
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	
	Email	Optional
	Phone	
Student Identifiers	Local (School district) ID number	Optional
	State ID number	
	Vendor/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	Optional
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	Activity responses and scores
	Other student work data - Please specify:	

Contact Information	Email	
	Phone	

Category of Data	Elements	Check if used by your system
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	X
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation – Please specify:	

Category of Data	Elements	Check if used by your system
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data – Please specify:	
Transportation	Student bus assignment	
Other	Please list each additional data element used, stored or collected by your application	

In fulfillment of Section 7a(ii)" the vendor provided to the district (ii) a written statement that details the vendor's technological practices and standards regarding cybersecurity, relative to the software in question".

Vista Higher Learning Data Security and Privacy Plan

Vista Higher Learning's ("VHL", "VHL's", "We", "Our") objective, in the development and implementation of this Data Security and Privacy Plan ("Plan"), is to create effective administrative, technical and physical safeguards for the protection of student data ("Student Data") collected from the school district ("District")

For purposes of this Plan, "Student Data" means personally identifiable information from student records of an educational agency; In addition, VHL is committed to protecting the confidentiality of all sensitive data that it maintains, and we have implemented a number of policies to protect such information, including our Written Information Security Program (WISP), provided on request, and our Privacy Policy, found at https://www.vhlcentral.com/privacy_policy. Our Plan should be read in conjunction with these policies.

1. Purpose:

The purpose of this Plan is to:
   a. Ensure the security and confidentiality of Student Data;
   b. Protect against any anticipated threats or hazards to the security or integrity of such Student Data;
   c. Protect against unauthorized access to or use of such Student Data.

2. Scope:

In formulating and implementing the Plan, we (1) identify reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of records containing Student Data; (2) assess the likelihood and potential damage of these threats; (3) evaluate the sufficiency of existing policies, procedures, customer information systems, and other safeguards in place to control risks; (4) design and implement a Plan that puts safeguards in place to minimize those risks; and (5) regularly monitor the effectiveness of those safeguards.

3. Data Security:

Data Security Team
VHL has designated a Data Security Team, led by the Chief Technology Officer and consisting of senior executives and security personnel within VHL. This Data Security Team shall be responsible to:
   a. Implement the Plan;
   b. Provide appropriate training or otherwise ensure that appropriate training occurs for all owners, managers, employees, and independent contractors with access to Student Data in a manner consistent with the requirements of the Plan;

c. As appropriate, monitor and test the Plan's safeguards;
d. Require third party service providers with permitted access to Student Data by contract to implement and maintain appropriate security measures for Student Data;
e. Perform a review of the Plan no less than annually.

4. Compliance with State and Federal Data Security and Privacy Protections

VHL has implemented commercial and technical practices within its WISP and Privacy Policy that comply with all applicable provisions of State and Federal laws, including Family Educational Rights and Privacy Act, 20 USC 1232g, and its regulations, 34 CFR Part 99 ("FERPA"), and Children's Online Privacy Protection Act of 1998, 15 USC 6501–6508, in collecting and processing Student Data. VHL agrees to use Student Data only for educational purposes. Student Data is, and will continue to be, property of and under the control of the District.

5. Internal and External Controls to Protect the Privacy of Student Data:

To combat the internal and external risks to the security, confidentiality, and/or integrity of Student Data, VHL employs the following technical and commercial practices:

Measures
a. VHL shall only collect Student Data in an amount that is reasonable to accomplish legitimate business purposes or necessary to comply with other state and federal regulations;
b. VHL shall limit access to Student Data to those persons who need it to accomplish a legitimate business purpose or otherwise comply with other state or federal regulations;
c. VHL shall ensure that electronic access to and use of Student Data requires the following:
  i. Secure user authentication, access and use protocols, including:
      1. Unique user IDs;
      2. Reasonably secure methods for assigning and securing passwords;
      3. Controls, including encryption, for storage of passwords;
      4. Restricted access to active users and user accounts only;
      5. Prompt removal of access for terminated employees or other persons no longer required to have access;
      6. Access blocks to user logins after multiple unsuccessful attempts to gain access or the limitations placed on access for a particular system;
      7. Mandatory timed system timeouts that require user to re-enter their username and password.
  ii. Secure access control measures that:
      1. Restrict access to records and files containing Student Data to those who need such information to perform their job duties;
      2. Assign unique User IDs and passwords, which are not vendor supplied default passwords, to each person with computer access;

3. Encrypt Student Data that transmits through public networks via TLS and private networks via a Virtual Private Network ("VPN");
4. Reasonably monitor systems for unauthorized use of or access to Student Data;
5. Maintain up-to-date firewall configurations, operating system security updates and patches, and malware and virus protections; and
6. Securely destroy or erase data on de-commissioned storage drives and hardware such as to render any Student Data unreadable and unable to be reconstructed.

d. All VHL employees, vendors and independent contractors with access to Student Data shall:
    i. Sign confidentiality agreements ensuring necessary Student Data protections;
    ii. Receive appropriate training on the requirements and safeguards of the Plan; and

e. VHL shall maintain and operate appropriate incident response and investigation processes and procedures ("Incident Response") in the event that suspicious or unauthorized access and use of Student Data is discovered or otherwise reported to the Data Security Team. The Incident Response process shall include the following:
    i. Prompt steps to mitigate the access, evaluate and respond to the events, notify users affected by the access, and engage appropriate auditors or examiners in connection with the access, subject to reasonable notice, access and confidentiality limitations.

Exhibit C

Add copy of Certificate of Insurance

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/2/2021

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).

PRODUCER	CONTACT NAME:
Arthur J Gallagher Risk Management Services 470 Atlantic Avenue Boston MA 02210	PHONE (A/C, No, Ext): 617-261-6700 FAX (A/C, No): 617-646-0400 E-MAIL ADDRESS:

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Vista Higher Learning, Inc. 500 Boylston Street Suite 620 Boston MA 02116	INSURER A : Travelers Property Casualty Co of America	25674
	INSURER B : AXIS Insurance Company	37273
	INSURER C : Phoenix Insurance Company	25623
	INSURER D : Travelers Indemnity Company	25658
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: 1665280045   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.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X	COMMERCIAL GENERAL LIABILITY			P-630-0N950935	1/31/2021	1/31/2022	EACH OCCURRENCE	$1,000,000
		CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
								MED EXP (Any one person)	$5,000
								PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PROJECT [ ] LOC						GENERAL AGGREGATE	$2,000,000
		OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
									$
A		AUTOMOBILE LIABILITY			BA-0N949021-21	1/31/2021	1/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	$
		OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X	HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X	Drive Oth Ca							
A	X	UMBRELLA LIAB [X] OCCUR			CUP-0N954184-21	1/31/2021	1/31/2022		$
		EXCESS LIAB [ ] CLAIMS-MADE						EACH OCCURRENCE	$1,000,000
		DED [X] RETENTION $10,000						AGGREGATE	$1,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-0N955285-21	1/31/2021	1/31/2022	X PER STATUTE [ ] OTHER	$
								E.L. EACH ACCIDENT	$1,000,000
								E.L. DISEASE - EA EMPLOYEE	$1,000,000
								E.L. DISEASE - POLICY LIMIT	$1,000,000
C B		Cyber Liability Professional Liability			P-630-0N950935 P-001-000231376-02	1/31/2021 1/31/2021	1/31/2022 1/31/2022	Limit Limit	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waukegan Community United School District No. 60 is an Additional Insured as respects to the Cyber Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions when required by a written contract.

CERTIFICATE HOLDER	CANCELLATION
Waukegan Community Unit School District No. 60 1201 N. Sheridan Road Waukegan IL 60085	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 *Patrick J. Veale*

ACORD 25 (2016/03)