



State of Maine Department of Administrative and Financial Services

Document Type	Contractor Name	Advantage CT or RQS Number
Contract	NWEA	20201218000000001904
Department	Contract Start Date	Internal Department Contract Number
05A-Department of Education	2/24/2021	
Short Description of Goods or Services	Contract End Date	Contract Amount
Education Services	6/30/22	\$2,459,875.00
		Approval Date Time
		3/2/21 2:53 PM

This contract has been approved by the Division of Purchases, Chair of the State Procurement Review Committee and encumbered by the Office of the State Controller.

State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

PART I: OVERVIEW			
Department Office/Division/Program:	Education/Office of Learning Systems/Assessment		
Department Contract Administrator or Grant Coordinator:	Janette Kirk, Chief of Learning Systems		
(If applicable) Department Reference #:			
Amount: (Contract/Amendment/Grant)	\$2,459,875	Advantage CT / RQS #:	20201218*1904
CONTRACT	Proposed Start Date:	2/24/2021	Proposed End Date: 6/30/2022
AMENDMENT	Original Start Date:		Effective Date:
	Previous End Date:		New End Date:
GRANT	Project Start Date:		Grant Start Date:
	Project End Date:		Grant End Date:
Vendor/Provider/Grantee Name, City, State:	NWEA 121 NW Everett Street, Portland, OR 97209		
Brief Description of Goods/Services/Grant:	NWEA has developed Pre-K–12 assessments and professional learning offerings to support student learning.		

PART II: JUSTIFICATION FOR VENDOR SELECTION			
Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)			
	A. Competitive Process		G. Grant
	B. Amendment		H. State Statute/Agency Directed
	C. Single Source/Unique Vendor		I. Federal Agency Directed
	D. Proprietary/Copyright/Patents		J. Willing and Qualified
X	E. Emergency		K. Client Choice
	F. University Cooperative Project		L. Other Authorization

PART III: SUPPLEMENTAL INFORMATION
Please respond to ALL of the following:
1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

As a direct response to the national emergency as declared by the President of the United States under the Robert T. Stafford Disaster Relief and Emergency Assistance Act to protect the health and safety of students, staff, and our communities and for which a civil state of emergency remains in effect by Governor Janet Mills within the state of Maine, Maine remains steadfast in a student centered approach to meet human needs. As the financial toll of the COVID-19 pandemic continues to be felt across the state and, as schools strive to implement a variety of instructional options, it is clear Maine must make tough decisions regarding the utilization of precious state and federal dollars. As a result, educators statewide must immediately know present levels of student performance including the identification of current student strengths and areas of challenge in order to pivot, revise and implement varied instructional strategies to meet student's needs on an individualized basis. Increased technical assistance and support regarding the interpretation of the results to make such immediate adjustments is also required. An administration of a statewide summative assessment in grades 3-8, 2nd & 3rd year of high school during the spring of 2021 will not provide the immediate and actionable data educators require now to inform such immediate instructional decision making (data will not be available to Maine school districts until early fall 2021). Implementation of a summative assessment also comes with an exorbitant cost to the State of Maine.

2. Provide a brief justification for the selected vendor to supplement the response in Part II.

Region	NWEA	STAR	AIMSweb	F & P	Math Facts
1	10	8	2		
2	18	2	3	1	1
3	4	1			
4	11		1	1	
5	15		1		
6	12	3			
7	13	3	2		
8	16	2	3	1	
9	7	3			
Total	106	22	12	3	1

During the 2017/18 Maine school districts were required to complete at minimum, a district level comprehensive needs assessment. An element of this needs assessment included the review and utilization of assessment (and other) data to inform decision making. Of those districts and/or schools that provided local level assessment data in addition to the state summative assessments, schools primarily used the assessments in the adjacent table.

Currently, approximately one hundred and twenty (120) Maine school districts currently utilize NWEA as a local interim assessment in Maine school districts and/or schools with over 78,509 students

participating in administration. As can be seen from the most recent CNA data and current data, NWEA remains the assessment most commonly used in Maine schools and/or districts. Those using the assessment are familiar with assessment administration including a shorter administration time and increased opportunities for interim administration, usually three (3) times during the school year.

NWEA currently provides a tool for assessments to be administered K -12 although only grades 3-8, 2nd and 3rd year of high school or approximately 105,435 will be administered the assessment statewide.

NWEA is a research-based, not-for-profit organization that supports students and educators worldwide by creating assessment solutions that measure growth and achievement and provide insights to help tailor instruction. For 40 years, NWEA has developed Pre-K–12 assessments and professional learning offerings to help support students in their optimal learning paths. NWEA is utilized by educators in more than 9,500 schools, districts, and education agencies in 145 countries.

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

The negotiated rate of \$12.50 per student for current student licenses and \$6.50 per student license for newly onboarded districts are current rates for access to the assessment. Other vendors offering similar products range between \$9.50 to \$25 per student. These costs, in comparison with similar products are fair and reasonable. This cost estimate is the middle price point of all three vendors.

Given the urgent need for this data to be in the hands of educators statewide, there is insufficient time for a complicated or logistically challenging on-boarding process – the on-boarding, implementation and administration of such an assessment

State of Maine Procurement Justification Form

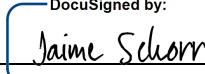
PART III: SUPPLEMENTAL INFORMATION

must be expedient and smooth. Therefore using a tool that is already known and utilized by a vast majority of Maine schools and districts requires significantly fewer schools to be initially onboarded and provided technical assistance making for a much more efficient, smoother and streamlined onboarding process.

4. Describe the plan for future competition for the goods or services.

The Department continues to examine innovative approaches to assessment ensuring transference of learning and authentic opportunities. As these conversations continue, as does the opportunity of future competition of goods and services.

PART IV: APPROVALS

Signature of requesting Department's Commissioner (or designee):	<i>By signing below, I signify that I approve of this procurement request.</i>		
	<i>Pender Makin</i>		
Printed Name:	Pender Makin, Commissioner	Date:	2/26/2021
Signature of DAFS Procurement Official:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>6D6437754DD0459...</small> </div>		
Printed Name:	Jaime Schorr	Date:	3/1/2021

Certificate Of Completion

Envelope Id: 8FDF07B5507A447AB57A02F0A970E885	Status: Completed
Subject: Please DocuSign This Document	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Pender Makin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Pender.Makin@maine.gov
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Record Tracking

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Maine Department of Education	Location: DocuSign

Signer Events

Pender Makin
Pender.Makin@maine.gov
Commissioner
Carahsoft OBO Maine Department of Education
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 174.196.194.120

Timestamp

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Viewed: 2/26/2021 10:48:51 AM
Signed: 2/26/2021 10:49:12 AM
Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Signing Complete	Security Checked	2/26/2021 10:49:12 AM
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Payment Events

Status

Timestamps

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Signature of requesting Department's Commissioner (or designee):	<i>By signing below, I signify that I approve of this procurement request.</i>		
	<i>Pender Makin</i>		
Printed Name:	Pender Makin, Commissioner	Date:	2/26/2021
Signature of DAFS Procurement Official:			
Printed Name:		Date:	

Certificate Of Completion

Envelope Id: 8FDF07B5507A447AB57A02F0A970E885	Status: Completed
Subject: Please DocuSign This Document	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Pender Makin
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Storage Appliance Status: Connected	Pool: Carahsoft OBO Maine Department of Education	Location: DocuSign

Signer Events

Pender Makin
Pender.Makin@maine.gov
Commissioner
Carahsoft OBO Maine Department of Education
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 174.196.194.120

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Signature

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Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

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Carbon Copy Events

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Timestamp

Witness Events

Signature

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Notary Events

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Envelope Summary Events

Status

Timestamps

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Signing Complete	Security Checked	2/26/2021 10:49:12 AM
Completed	Security Checked	2/26/2021 10:49:12 AM

Payment Events

Status

Timestamps

STATE OF MAINE
DEPARTMENT OF EDUCATION
Agreement to Purchase Services

THIS AGREEMENT, made this 24th day of February, 2021, is by and between the State of Maine, Department of Education, hereinafter called "Department," and Northwest Evaluation Association, located at 121 NW Everett Street, Portland, Oregon 97209, hereinafter called "Provider", for the period of February 24th, 2021 to June 30, 2022.

The AdvantageME Vendor/Customer number of the Provider is VC 1000069308

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to license Maine School Administrative Units and private schools approved for the receipt of public funds for tuition purposes to access, hereinafter called Maine School Districts to access to provider's commercial off the shelf, software as a service assessment system and certain ancillary services as further described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:


- Rider A Specifications of Work to be Performed
- Rider B-IT Payment and Other Provisions
- Rider C Exceptions to Rider B-IT
- Rider D Invoice schedule
- Rider E Data Sharing Agreement
- Rider F Revised Maine School District End User Agreement(to be executed by each participating Maine School District prior to assessment system access)
- Rider G Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.


NWEA

DocuSigned by:
 By:  Date: 2/26/2021
9EE11D73747048D
 Geri Cohen, CFO & EVP, Corporate Services, NWEA

Department of Administrative and Financial Services, Office of Information Technology

DocuSigned by:
 By:  Date: 2/25/2021
062B9AC7F56A489
 Frederick Brittain, Chief Information Officer

And **Department of Education**

By:  Date: 2/26/2021
 Pender Makin, Commissioner

Total Agreement Amount \$2,459,875

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

FUNDING RIDER
Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$284,021.50	013	05A	3009		4099	3009SAA	F2020		FY21
\$788,916	010	05A	1416		4099	1416LSCON	F2020		FY21

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$131,593.50	013	05A	3009		4099	3009 SAA	F2021		FY22
\$1,255,344	010	05A	1416		4099	1416LSCON	F2021		FY22

Funding Total: \$2,459,875

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 2,459,875

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

TABLE OF CONTENTS

- I. Acronyms and Definitions
- II. Introduction/Overview
- III. Scope of Work

I. ACRONYMS AND DEFINITIONS

Contract	
CISO	Chief Information Security Officer
COPPA	Children's Online Privacy Protection Act, (15 U.S.C. §§ 6501–6506)
Department	Maine Department of Education
FERPA	The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records.
HIPAA	The Health Insurance Portability and Accountability Act of 1996
Maine School Districts	Maine School Administrative Units and private schools approved for the receipt of public funds for tuition purposes
Provider	NWEA
OIT	Maine Office of Information Technology
RPO	Recovery Point Objective
RTO	Recovery Time Objective
State	State of Maine

II. INTRODUCTION/OVERVIEW

The purpose of this contract is to license access for Maine School Districts to an interim assessment for Maine students in grades 3-8, second and third year of high school to measure student progress in Math and English Language Arts (ELA)/Literacy.

As Maine educators and school leaders continue to adapt to varying modes of instruction and meet student and community needs in the extraordinary context of the COVID-19 pandemic, to better understand the impact to student learning, and obtain “real time” data in order to tailor instruction toward meeting student needs, and to address any learning gaps that may have occurred during the extended period of disruption to educational settings. This contract outlines the scope of work related to the implementation of a statewide interim assessment including:

- **MAP Growth Assessments:**
 - MAP Growth Assessments in Mathematics, Reading, and Language Usage, administered in-person or remotely, will help Maine educators identify the most pressing priorities in their classrooms.

- **Program Delivery and Support:**
 - Program management, implementation, and technical support to the Maine DOE and Maine School Districts approved for the receipt of public funds for tuition purposes
- **Professional Learning:**
 - Training, support, and tools enable Maine educators in utilizing MAP Growth data in instructional decision-making to enhance learning outcomes for all students.
- **COVID-19 Research Study:**
 - Development of a specific COVID-19 research study that addresses Maine DOE priorities for this school year and sets the stage for examining recovery trends within and across schools in the coming months.

III. SCOPE OF WORK

The Provider shall perform all services and maintain all standard and requirement for services provided under this Contract in accordance with the below:

Description	This task outlines the necessary requirements relate to functionality, technicality and security.
Requirements	<p><i>FUNCTIONALITY REQUIREMENTS</i></p> <ol style="list-style-type: none"> 1. Operate on common, current browsers for computers and tablets related to browser only administration: System and Bandwidth Requirements related to assessment <ol style="list-style-type: none"> a. Chrome – 71 minimum (78+ suggested) b. Safari – 11 minimum (12+ suggested) c. Edge – 79 minimum d. Firefox - 64 minimum (71+ suggested) e. Windows PC <ol style="list-style-type: none"> i. Windows 7, 8.1 or 10 f. MAC <ol style="list-style-type: none"> i. MacOS 10.12 minimum ii. 10.13 suggested g. Chromebook <ol style="list-style-type: none"> i. Google Chrome OS 65 ii. Minimum 78+ suggested h. iPad (not iPad mini) <ol style="list-style-type: none"> i. iOS 9 minimum ii. 12 or 13 suggested <p>Supported devices and software are listed above. System requirements are regularly updated online at https://teach.mapnwea.org/impl/maphelp/Content/MAPSetup/Technology/SystemRequirements.htm.</p> <ol style="list-style-type: none"> 2. Be in compliance with the following Federal and State requirements at the time of implementation: <ol style="list-style-type: none"> a. FERPA http://www.ed.gov/offices/OM/fpco/ferpa/index.html

- b. COPPA (if applicable) <https://www.ecfr.gov/cgi-bin/text-idx?SID=4939e77c77a1a1a08c1cbf905fc4b409&node=16%3A1.0.1.3.36&rgn=div5>
- c. All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures <https://www.maine.gov/oit/policies/> including, but not limited to:
- i. Deployment Certification Policy for Major Application Projects <https://www.maine.gov/oit/policies/Application-Deployment-Certification.pdf> . Notwithstanding 5.2.5, the following limitations apply: (i) NWEA encrypts sensitive data at rest and in-transit at TLS 1.2 or above (outside the firewall, inside the firewall is a current security initiative); and (ii) consistent with the obligations described further under Section 3 of Security Requirements set forth below. The Provider will be subject to a security waiver requiring data inside the firewall be encrypted until the end of this calendar year. The completion of this project will be included within the security waiver.
 - ii. [Web Standards and Accessibility Policies](https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf) <https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>
 - iii. Security Policy <https://www.maine.gov/oit/policies/SecurityPolicy.pdf>. Notwithstanding 5.12.2, NWEA maintains patching processes and procedures. However, for a variety of reasons, the most recent patch may not be deployed on all systems once available. The Provider shall make every commercially reasonable effort to keep up with security patches in accordance with their Change Management Procedures. Provider shall ensure any security patch for critical or high vulnerabilities that requires a compensating control has remediation plan and control to address the patch. Provider shall notify Department if Department needs to implement a compensating control related to this work. The Provider is solely liable for any knowingly or unknowingly consequences from cyber security vulnerability arising from Provider's actions or omissions. Notwithstanding 5.19.9, NWEA maintains secure procedures and protocols for transferring files. Notwithstanding 5.19.12, NWEA employees, contractors and vendors sign NWEA non-disclosure and confidentiality agreements. Notwithstanding 5.19.13, NWEA maintains an industry standard Bring Your Device policy for managing personal devices on NWEA's network, Personal devices are only allowed to connect to a dedicated environment for non-sensitive services. State of Maine data and the corresponding environment will be

separated from the dedicated environment for non-sensitive services. Notwithstanding 5.19.14, NWEA has an industry standard acceptable use policy that prohibits the download/transfer of sensitive information to any non-corporate NWEA device or service. . Notwithstanding 5.19.15, NWEA reserves the right to negotiate in good faith with Department regarding any supplemental rules. Notwithstanding 5.26.2, NWEA maintains vulnerability management policies and procedures, which state that: (i) critical or high vulnerabilities should be remediated or a compensating control shall be put in place without unreasonable delay, not to exceed 90 days unless an exemption has been granted by the Information Assurance Steering Committee; and (ii) medium vulnerabilities should be remediated or a compensating control should be put in place not to exceed 120 days unless an exemption has been granted by the Information Assurance Steering Committee. The Provider shall make every commercially reasonable effort to keep up with security patches in accordance with their Change Management Procedures. Provider shall ensure any security patch for critical or high vulnerabilities that requires a compensating control has remediation plan and control to address the patch. Provider shall notify Department if Department needs to implement a compensating control related to this work. The Provider is solely liable for any knowingly or unknowingly consequences from cyber security vulnerability arising from Provider's actions or omissions.

iv. Remote Hosting Policy

<https://www.maine.gov/oit/policies/RemoteHostingPolicy.pdf>. Notwithstanding 4.1.1, NWEA notifies partners of a confirmed security breach or a security breach that Provider reasonably believes affects the confidentiality of Department's sensitive data without unreasonable delay, not to exceed 48 hours. Notwithstanding 4.1.7.4, NWEA maintains patching processes and procedures to keep NWEA resources up-to-date with the latest security patches, provide such patches have been evaluated, tested, and installed via Change Management Procedures. In the event it is determined, through evaluation and testing, that a particular patch cannot be applied without severely impacting system performance or stability, a remedial compensating control will be implemented to mitigate the risk the patch seeks to eliminate. The Provider shall make every commercially reasonable effort to keep up with security patches in accordance with their Change

Management Procedures. Provider shall ensure any security patch for critical or high vulnerabilities that requires a compensating control has remediation plan and control to address the patch. Provider shall notify Department if Department needs to implement a compensating control related to this work. The Provider is solely liable for any knowingly or unknowingly consequences from cyber security vulnerability arising from Provider's actions or omissions. Notwithstanding 4.1.7.5, NWEA makes commercially reasonable efforts to sunset and migrate hardware and software consistent with manufacturers published best practices. However, in a small number of cases, an extension on migration/sunset may be granted from the NWEA Information Assurance Steering Committee due to technical or operational constraints or limitations. The Provider shall make every commercially reasonable effort to keep up with industry information technology lifecycles in accordance with their Change Management Procedures and ensure that any such migration/sunset that requires a compensating control has remediation plan and control to address the migration/sunset patch. Provider shall notify Department if Department needs to implement a compensating control related to this work. . The Provider is still liable for any knowingly or unknowingly consequences from cyber security vulnerability arising from Provider's actions or omissions. Notwithstanding 4.1.7.7, NWEA's disaster recovery site has the material capabilities of the primary site. However, it does not possess its full capabilities. Notwithstanding 4.1.7.8, NWEA conducts the following disaster recovery services as a normal course of business (partners do not participate in these activities): (i) annual tabletop exercises for MAP Growth with report (if applicable); (ii) periodic performance environment refreshes; and (iii) business continuity plan testing (communications, power, connectivity, business services, etc.). The Department will waive the requirement for a full disaster recovery test within the term of the contract with the stipulation that there are no changes from the Provider with regard to disaster recovery planning currently underway. Notwithstanding 4.1.7.10, transmission of PII outside the firewall is at least TLS 1.2 strength. NWEA is current working on applying this standard to traffic inside the firewall. Notwithstanding 4.1.7.16, NWEA utilizes

industry standard independent third-party auditors for security audits. NWEA does not permit partners to conduct security audits, but they may request a copy of NWEA's SOC 2 Type 2 audit. Notwithstanding 4.1.8.1, NWEA scheduled maintenance is posted at:

<https://community.nwea.org/docs/DOC-2040>.

Notwithstanding 4.1.8.5 – NWEA utilizes third party auditors. Upon request, NWEA will provide a copy of its most recent SOC 2 Type 2, provided such information is kept confidential (subject to disclosure required by applicable law). The Provider will share audit results with the State of Maine CISO as needed.

- d. All other legislation guiding the Department.

<http://janus.state.me.us/legis/statutes/20-A/title20-Ach0sec0.html>

TECHNICAL REQUIREMENTS

The Provider will:

- a. Provide implementation services to onboard new districts to NWEA's cloud-based assessment platform and provide guidance on deploying NWEA's secure browsers as well as technical readiness activities.
- b. Provide system and bandwidth technical documentation along with term-based rostering guidance.
- c. Store all data within the Continental U.S.
- d. Maintain a disaster recovery plan that ensures the capability to restore data completely to its status at the time of the last backup; with a minimum required Recovery Point Objective (RPO) of 2.5 hours (i.e. maximum data loss cannot exceed 2.5 hours).
- e. Ensure a Recovery Time Objective (RTO) of 2.5 days (i.e. maximum time to recover the system cannot exceed 2.5 days).
- f. Limit the number of planned outages (system availability) during the business week to two (2) times per month. Downtime for routine maintenance must be prior approved by the Department in writing.
- g. Maintain an availability metric of ninety-nine (99 percent) of uptime in a calendar month, as measured by the number of actual hours available as a percentage of total hours. Expectation of 24/7 availability.
Notwithstanding anything to the contrary, the system will not be considered unavailable due to: scheduled maintenance, delays or failures due to circumstances outside of NWEA's control, or outage or downtime outside of NWEA's network. For the purposes of calculating availability, the system will be deemed to be unavailable if its monitoring agent fails to respond to requests issued by NWEA monitoring software.
- h. Provide a hosting environment with adequate capacity to ensure prompt response to both data inquiry/lookup and data modification transactions, at all times. Application performance metrics must meet a maximum 5 second response time.

	<ul style="list-style-type: none"> i. Architecture: The Provider will provide the Maine Office of Information Technology with an architectural diagram of the application. j. Changes in Architecture: The Provider will provide the Department thirty (30) days prior written notice of any planned material change in network operations or architecture that may directly impact the Maine DOE. k. Provide the Department with data in a format specified by the Department upon the request of the Department and at no additional charge. This includes providing all Department-requested data at or before the end of the agreement in a format specified by the Department (currently CSV, XML or other mutually agreed format). l. Upon request, provide an annual submission for a full SOC 2 Type II annual audit of the application in accordance with Standards for Attestation Engagements (SSAE) Reporting on Controls at a Service Organization (SOC), provide such audit is handled as confidential information.
	<p><i>SECURITY REQUIREMENTS</i></p> <ul style="list-style-type: none"> 1. All security requirements will be governed by the State of Maine Information Technology Security Policies set forth in Section 2 of the Functional Requirements above. The requirements to manage the security and access in this Agreement define the functionality to ensure the data concurrency and security in the system. Security must provide uniform roles throughout the system that ensure data integrity. 2. The Provider is responsible for ensuring that the solution is thoroughly tested in accordance with the Deployment Certification Policy and undergo all relevant FERPA, HIPAA, COPPA, and Personal Identifiable Information (PII) certifications through an independent third-party assessment. The Deployment Certification Policy tests are available at https://www.maine.gov/oit/policies/Application-Deployment-Certification.pdf. 3. The Provider is responsible for supporting the OIT Deployment Certification process. If test results demonstrate material deficiencies with the software, the Provider will rectify the deficiencies to the satisfaction of the MDOE. The system must pass OIT Deployment Certification before the solution can be implemented within the Production Environment. 4. The NWEA Chief Information Security Officer and the State of Maine Chief Information Security Officer will work together in good faith to review NWEA’s security scans prior to deployment. In the event the parties are unable to reach agreement, the parties may explore compensating controls/remediation or a waiver to reach agreement or the parties may work in good faith to resolve the matter. Notwithstanding anything to the contrary, NWEA has exclusive discretion to release to production in the event of a disagreement. In such a situation, the State of Maine may terminate the Agreement as provided for in Section 13 of Exhibit B-IT.
<p>Work products</p>	<p>Compliance and adherence to the above-mentioned Maine IT policies.</p>

Acceptance Criteria	Completed deployment certification
	Continued compliance and adherence to all Maine IT policies indicated above.

OIT Deployment Certification	
Description	This task provides for the completion of the OIT Deployment Process for implementation.
Work Products	Signed Deployment Certification – Infrastructure and Software has been subjected to a battery of tests that evaluates the suitability of the modules to be deployed into production.
Acceptance Criteria	<p>Signed Deployment Certification</p> <ol style="list-style-type: none"> 1. Use Case Test 2. Accessibility Test 3. Data Conversion Test 4. Interfaces Test 5. Security Test 6. Performance Test 7. Restoration Test 8. Regression Test 9. Operating Platform Test
Payment	OIT Deployment Certification

Description	This task outlines the hosting and set up fees associated with the online administration.
Requirements	License fees for approximately 105,435 students inclusive of hosting and ongoing technology and maintenance costs.
	<p>Assessment platform must support the following operating systems or newer:</p> <ol style="list-style-type: none"> a. Windows PC <ol style="list-style-type: none"> i. Windows 7, 8.1 or 10 b. MAC <ol style="list-style-type: none"> i. MacOS 10.12 minimum ii. 10.13 suggested c. Chromebook <ol style="list-style-type: none"> i. Google Chrome OS 65 ii. Minimum 78+ suggested d. iPad (not iPad mini) <ol style="list-style-type: none"> i. iOS 9 minimum ii. 12 or 13 suggested <p>System requirements are regularly updated online at https://teach.mapnwea.org/impl/maphelp/Content/MAPSetup/Technology/SystemRequirements.htm</p>
	<p>Platform will support the following users:</p> <ol style="list-style-type: none"> a. Student assessment takers b. Test administration c. Caching servers or similar local content storage solutions

	<ul style="list-style-type: none"> d. Indication of known “sunsetting” dates for supported operating systems with the approval of plans to “retire” operating systems by the Maine DOE. e. Indication of limited functionality within the assessment system. f. Support of all subsequent releases of these platforms with an indication of how requirements will be fulfilled.
	<p>The assessment platform will support the following devices with a compatible operating system:</p> <ul style="list-style-type: none"> a. iPad (not iPad mini) running iOS 12 or newer b. Apple laptop (running Mac OS 10.12 or newer) c. Chromebooks (running Chrome OS 65 or newer) d. Windows laptops (running Windows 7 or newer) e. Apple desktop (Running Mac OS 10.12 or newer) f. Windows desktop (running Windows 7 or newer) g. Assistive devices including screen-readers. <p>System requirements are regularly updated online at https://teach.mapnwea.org/impl/maphelp/Content/MAPSetup/Technology/SystemRequirements.htm</p>
	<p>Accessibility features including color contrast (not a native function but within the OS), keyboard navigation, screen reader support, text-to-speech, embedded zoom feature, transcripts, ruler/protractor/calculator, sketch & highlight, notepad, answer and/or custom masking, guideline tool, formatting tools, bookmark item for return (not applicable for an adaptive assessment) expand passages, reverse contract (black/white), multiple color contrasts and audio where applicable. Accessibility and Accommodations features and FAQs for MAP Growth can be found here: https://www.nwea.org/content/uploads/2019/12/NWEA-Accessibility-and-Accommodations-FAQ-JAN2020.pdf. A VPAT will be required to meet accessibility criteria.</p>
	<p>Student identifier validation using one or a combination of student last name, student first name, student ID number, student email address, student username and student date of birth.</p>
Work Products	<p>Fully functional assessment platform to administer Mathematics, Reading, and Language Usage of interim assessments for grades 3-8 and third year of high school.</p> <p>Student and teacher friendly user interface within the assessment platform.</p>
Acceptance Criteria	<p>Assessment platform thoroughly tested and meeting all assessment requirements.</p>

Description	This task outlines expectations related to the development and provision of comprehensive technical support for an interim assessment of approximately 105,435 students in grades 3-8, second and third year of high school designed specifically to measure student performance and progress.
Requirements	Provide MAP Growth computer-adaptive interim assessment in Reading, Mathematics, and Language Usage.
Work Products	A valid and reliable interim assessment
Acceptance Criteria	Implementation of MAP Growth for grades 3-8, second and third year of high school.

Description	This task outlines state and district vendor provided support and service.
Requirements	Technical Support and Service Center
Work Products	<p>Customer Support includes Tier I, II and III support and technology costs with a technical support ticketing platform.</p> <ol style="list-style-type: none"> a. Tier I Support NWEA will create and maintain a FAQ and Knowledge Base information annually to ensure that Tier I support agents are fully prepared to respond to ME school districts before, during and after the assessment administration window. Support to include password resets, and basic inquiries about the assessment administration process. NWEA will ensure clear escalation paths that lead to rapid responses for more technical or critical and time sensitive issues. b. Tier II and III Support Questions that cannot be answered by the support agent will be escalated to a NWEA project team member (Tier II). c. Hours of service for Tier I and II support will be available 7:30 AM – 4:00 PM EST Eastern Time each business day outside of the interim assessment window. d. Hours of service for Tiers I, II and III support will be available one week prior to, following and during the interim assessment window from 7:00 AM to 6:00 PM Eastern Time. e. During peak administration, NWEA will aim to respond by non-automated email within the same business day. Response times during non-peak service shall be within twenty-four (24). Support phone hold times will not exceed eight (8) minutes.
Acceptance Criteria	Implementation of technical support and service center.
Payment	Included in license fees

Description	This task outlines program management delivery and support services.
Requirements	Annual work plan and schedule implementation inclusive of: <ul style="list-style-type: none"> a. Management of scope b. Maintain workplan schedule c. Adherence to budget d. Maintaining quality control e. Ensuring appropriate staffing f. Maintain communication plan g. Identifying and mitigating potential risks h. Monitoring achievement of required deliverables
	Virtual convenings of the following: <ul style="list-style-type: none"> a. Program Kickoff Meeting b. Bi-weekly check in meetings
	Identification of Fred Valenzuela, PMP, Project Manager and the establishment of a Project Management team.
	Bi-weekly meetings to provide status updates regarding ongoing activities and upcoming milestones, required decisions, completion of work, action item logs, problems and adherence to timelines and scheduled activities.
	Quality Control and Risk Management
Work Products	Workplan including a program management and project quality plan to be provided to Maine DOE within 10 business days of contract execution.
	Implementation of bi-weekly status meetings. Agenda to be provided one week in advance of the meeting.
	Provision of a monthly program report containing: <ul style="list-style-type: none"> • Project status for each phase to the project • Upcoming meetings and reports • Open risks and mitigation strategies • Contingency planning (where applicable) • Scope Changes and amendments • Action item logs • Tracking toward upcoming administration dates
Acceptance Criteria	Annual workplan approved by Maine DOE.
Payment	Year 1 (2020/21) : Program Delivery and support: \$28,000 to be invoiced according to the invoice schedule as outlined in Rider D. Year 2 (2021/22): Program Delivery and support \$69,000 to be invoiced according to the invoice schedule as outlined in Rider D.

Description	This task outlines training and workshop expectations.
Requirements	Provide a webinar overview and on demand recording of content in the 2020-21 professional learning plan to assist school leaders in determining sessions that are essential to a successful implementation and planning to use the assessment data to target instruction.
	Professional learning will include on demand/pre-recorded webinar about remote assessment administration with a focus on:

	<ul style="list-style-type: none"> • Learning how to create a high quality, effective remote assessment plan (if applicable and required). • Discovering best practices and planning guidance for building leaders • Reviewing of remote assessment tools and resources in order to build a remote assessment plan (if applicable)
	<p>MAP Growth Basics professional learning to include through 2-hour virtual seminars (repeated for statewide audience):</p> <ul style="list-style-type: none"> • Guidance on how to implement and administer MAP Growth assessments • How adaptive assessment can be used to measure student progress and identify instructional needs • Key MAP Growth characteristics such as RIT scores, adaptive assessment, instructional level and normative data.
	<p>Professional learning on applying and accessing essential reports for teachers and administrators and engaging in student growth and goal setting via a series of 2-hour virtual seminars includes:</p> <ul style="list-style-type: none"> • Understanding how MAP Growth RIT scores measure what each student knows and is ready to learn next • Identification of ways to use MAP Growth data to flexibly group students • Access, interpret and apply MAP Growth data • Analyze MAP Growth data to support planning and instructional decision making. • Build on practices that use growth projection data and learning statements to engage students in setting academic goals • Exploration of reports and resources to support sharing performance and growth data with students and parents.
Work Products	Development and implementation of training materials and content.
	Total of 35 two-hour virtual learning seminar sessions occurring in year one of the contract for teachers and leaders.
Payment	<p>Year 1 (2020/21) \$47,600 to be invoiced according to the invoice schedule in Rider D.</p> <p>Year 2 2021/2022) to be determined based upon needs of Maine school districts upon conclusion of Year 1.</p>

Description	This task outlines elements related to assessment administrations.
Requirements	NWEA will ensure adherence to all online assessment and technical requirements as outlined by Maine IT in this SOW.
	NWEA will ensure the testing and availability of all associated network infrastructure and technology readiness as outlined by Maine IT in this SOW.
	DOE sandbox license provided to Maine DOE, as referenced in rider C, in order for DOE to be able to support Maine schools and districts with navigation related questions and support.
	Assessment administration in grades, 3-8, second and third year of high school to be conducted over the course of one (1) assessment sessions during the spring of 2021 and at minimum two assessment sessions, one in the Fall of 2021 and one in the Spring of 2022.

	<p>Integration of quality control as outlined in the project quality management plan portion of the workplan. This is to include:</p> <ul style="list-style-type: none"> • Forms and Ancillary Production • Assessment Delivery Platform
Acceptance Criteria	Adherence to Maine IT requirements as specifically incorporated in this Agreement.
	Assessment administration timeline adherence.
Payment	2020/21 school year pricing \$12.50 per student for approximately 46,585 current students and \$6.50 for approximately 58.850 students in grades 3-8 and 2 nd and 3 rd year of high school Cost: \$1,072,937.50 as outlined in the pricing schedule in Rider D.
	2021/22 school year pricing \$12.50 per student for approximately 105,435 students in grades 3-8 and 2 nd and 3 rd year of high school Cost: \$1,317,937.50 as outlined in the pricing schedule in Rider D.

Description	This task outlines expectations related to a COVID-19 research study that will be conducted after the 2 nd assessment administration and providing a Comprehensive Data File(CDF) after each test administration.
Requirements	<p>Comprehensive Data File (CDF) All student data and test results are exportable in comma-separated values (.csv) format for deeper analysis and use in external data or reporting systems. The .csv format is compatible for use with Microsoft Excel® and Word. Raw data exports of MAP Growth assessment results, referred to as a comprehensive data file (CDF), will be provide to ME DOE after both test administration periods.</p>
	<p>Implementation of a specific COVID-19 Research study to examine the impact of interruptions to instruction, anticipated and actual learning loss in comparison with expected and typical results.</p> <p>NWEA will provide a standard set of analyses at the state level, disaggregated by grade and subject, using established research agreements consisting of the following guiding questions:</p> <p>How do state-level MAP Growth results for the 2020-2021 school year compare with the NWEA COVID-19 slide projections and observed national achievement and growth trends?</p> <p>How do state-level MAP Growth results compare with typical achievement and growth trajectories (i.e., “normal” conditions)?</p> <p>How has achievement changed for students who have previous MAP Growth data?</p> <p>What is the baseline for tracking student growth for new MAP Growth partners??”</p>

Work Products	Completed COVID-19 study to address Maine DOE priorities for the 2020/21 school year to examine the impact of interruptions to instruction, anticipated and actual learning loss in comparison with expected and typical results.
Acceptance Criteria	Accurate Data files
Payment	\$32,500 to be invoiced according to the invoice schedule in Rider D. It is undetermined at this time if the Maine Department of Education would be extending the COVID-19 Research study beyond year 1 implementation. Should this be determined, a change order with applicable costs associated will be developed and approved by both parties.

Maine School Districts to participate:

District Name	District Type	School Name	School Type 1	Low Grade	Upper Grade
Education in Unorganized Terr	Unorganized Territory	Connor Consolidated School	Unorganized Territory	PK	6
Education in Unorganized Terr	Unorganized Territory	Edmunds Consolidated School	Unorganized Territory	PK	8
Education in Unorganized Terr	Unorganized Territory	Kingman Elementary School	Unorganized Territory	PK	5
Arthur R. Gould Sch--LCYDC	State Operated	Arthur R. Gould Sch--LCYDC	State Operated	7	12
Maine Department of Education	State Operated	MDOE School	State Operated	PK	12
RSU 53/MSAD 53	Maine School Administrative District	SAD #53 Alternative Education	Public Special Education	7	12
Acton Public Schools	Municipal School Unit	Acton Elementary School	Public	PK	8
Airline CSD	Community School District	Airline Community School	Public	PK	8
Alexander Public Schools	Municipal School Unit	Alexander Elementary	Public	PK	8
Andover Public Schools	Municipal School Unit	Andover Elementary School	Public	PK	5
Appleton Public Schools	Municipal School Unit	Appleton Village School	Public	KG	8
Athens Public Schools	Municipal School Unit	Athens Community School	Public	PK	8
Auburn Public Schools	Municipal School Unit	Auburn Middle School	Public	7	8
Auburn Public Schools	Municipal School Unit	East Auburn Community School	Public	PK	6
Auburn Public Schools	Municipal School Unit	Edward Little High School	Public	9	12
Auburn Public Schools	Municipal School Unit	Fairview School	Public	PK	6
Auburn Public Schools	Municipal School Unit	Park Avenue Elementary School	Public	PK	6
Auburn Public Schools	Municipal School Unit	Sherwood Heights Elementary Sch	Public	PK	6
Auburn Public Schools	Municipal School Unit	Walton School	Public	PK	6
Auburn Public Schools	Municipal School Unit	Washburn School	Public	PK	6
Augusta Public Schools	Municipal School Unit	Cony	Public	9	12
Augusta Public Schools	Municipal School Unit	Cony Middle School	Public	7	8
Augusta Public Schools	Municipal School Unit	Farrington School	Public	KG	6
Augusta Public Schools	Municipal School Unit	Lillian Parks Hussey School	Public	KG	6
Augusta Public Schools	Municipal School Unit	Lincoln School	Public	KG	6
Augusta Public Schools	Municipal School Unit	Sylvio J Gilbert School	Public	PK	6
Baileyville Public Schools	Municipal School Unit	Woodland Elementary School	Public	PK	6
Baileyville Public Schools	Municipal School Unit	Woodland Jr-Sr High School	Public	7	12
Bangor Public Schools	Municipal School Unit	Abraham Lincoln School	Public	PK	3
Bangor Public Schools	Municipal School Unit	Bangor High School	Public	9	12
Bangor Public Schools	Municipal School Unit	Downeast School	Public	PK	3
Bangor Public Schools	Municipal School Unit	Fairmount School	Public	4	5
Bangor Public Schools	Municipal School Unit	Fourteenth Street School	Public	PK	3
Bangor Public Schools	Municipal School Unit	Fruit Street School	Public	PK	3
Bangor Public Schools	Municipal School Unit	James F. Doughty School	Public	6	8

Bangor Public Schools	Municipal School Unit	Mary Snow School	Public	4	5
Bangor Public Schools	Municipal School Unit	Vine Street School	Public	PK	3
Bangor Public Schools	Municipal School Unit	William S. Cohen School	Public	6	8
Bar Harbor Public Schools	Municipal School Unit	Connors-Emerson School	Public	KG	8
Beals Public Schools	Municipal School Unit	Beals Elementary School	Public	PK	8
Biddeford Public Schools	Municipal School Unit	Biddeford High School	Public	9	12
Biddeford Public Schools	Municipal School Unit	Biddeford Intermediate School	Public	4	5
Biddeford Public Schools	Municipal School Unit	Biddeford Middle School	Public	6	8
Biddeford Public Schools	Municipal School Unit	Biddeford Primary School	Public	1	3
Blue Hill Public Schools	Municipal School Unit	Blue Hill Consolidated School	Public	PK	8
Boothbay-Boothbay Hbr CSD	Community School District	Boothbay Region Elem School	Public	PK	8
Boothbay-Boothbay Hbr CSD	Community School District	Boothbay Region High School	Public	9	12
Brewer Public Schools	Municipal School Unit	Brewer Community School	Public	PK	8
Brewer Public Schools	Municipal School Unit	Brewer High School	Public	9	12
Bristol Public Schools	Municipal School Unit	Bristol Consolidated School	Public	PK	8
Brooklin Public Schools	Municipal School Unit	Brooklin School	Public	PK	8
Brooksville Public Schools	Municipal School Unit	Brooksville Elementary School	Public	PK	8
Brunswick Public Schools	Municipal School Unit	Brunswick High School	Public	9	12
Brunswick Public Schools	Municipal School Unit	Brunswick Jr High School	Public	6	8
Brunswick Public Schools	Municipal School Unit	Harriet Beecher Stowe Elementary	Public	3	5
Calais Public Schools	Municipal School Unit	Calais Elementary School	Public	PK	6
Calais Public Schools	Municipal School Unit	Calais Middle/High School	Public	7	12
Cape Elizabeth Public Schools	Municipal School Unit	Cape Elizabeth High School	Public	9	12
Cape Elizabeth Public Schools	Municipal School Unit	Cape Elizabeth Middle School	Public	5	8
Cape Elizabeth Public Schools	Municipal School Unit	Pond Cove Elementary	Public	KG	4
Castine Public Schools	Municipal School Unit	Adams School	Public	PK	8
Caswell Public Schools	Municipal School Unit	Dawn F Barnes Elementary Sch	Public	PK	8
Charlotte Public Schools	Municipal School Unit	Charlotte Elementary School	Public	PK	8
Chebeague Island Public Schools	Municipal School Unit	Chebeague Island School	Public	PK	5
Cherryfield Public Schools	Municipal School Unit	Cherryfield Elementary	Public	PK	8
Cranberry Isles Public Schools	Municipal School Unit	Cranberry Isles School	Public	KG	8
Cutler Public Schools	Municipal School Unit	Bay Ridge Elementary	Public	PK	8
Dayton Public Schools	Municipal School Unit	Dayton Consolidated School	Public	PK	5
Dedham Public Schools	Municipal School Unit	Dedham School	Public	PK	8
Deer Isle-Stonington CSD	Community School District	Deer Isle-Stonington Elementary Sch	Public	KG	7
Deer Isle-Stonington CSD	Community School District	Deer Isle-Stonington High Sch	Public	8	12

East Machias Public Schools	Municipal School Unit	Elm Street School-East Machias	Public	PK	8
East Millinocket Public Schools	Municipal School Unit	Opal Myrick Elementary School	Public	PK	4
East Millinocket Public Schools	Municipal School Unit	Schenck High School	Public	9	12
East Range CSD	Community School District	East Range II CSD School	Public	PK	8
Easton Public Schools	Municipal School Unit	Easton Elementary School	Public	PK	6
Easton Public Schools	Municipal School Unit	Easton Junior-Senior High Sch	Public	7	12
Eastport Public Schools	Municipal School Unit	Eastport Elementary School	Public	PK	8
Eastport Public Schools	Municipal School Unit	Shead High School	Public	9	12
Edgecomb Public Schools	Municipal School Unit	Edgecomb Eddy School	Public	PK	6
Ellsworth Public Schools	Municipal School Unit	Ellsworth Elementary-Middle School	Public	PK	8
Ellsworth Public Schools	Municipal School Unit	Ellsworth High School	Public	9	12
Eustis Public Schools	Municipal School Unit	Stratton Elementary School	Public	PK	8
Falmouth Public Schools	Municipal School Unit	Falmouth Elementary School	Public	KG	5
Falmouth Public Schools	Municipal School Unit	Falmouth High School	Public	9	12
Falmouth Public Schools	Municipal School Unit	Falmouth Middle School	Public	6	8
Fayette Public Schools	Municipal School Unit	Fayette Central School	Public	PK	5
Five Town CSD	Community School District	Camden Hills Regional H S	Public	9	12
Frenchboro Public Schools	Municipal School Unit	Frenchboro Elementary School	Public	KG	8
Georgetown Public Schools	Municipal School Unit	Georgetown Central School	Public	PK	6
Glenburn Public Schools	Municipal School Unit	Glenburn Elementary School	Public	PK	8
Gorham Public Schools	Municipal School Unit	Gorham High School	Public	9	12
Gorham Public Schools	Municipal School Unit	Gorham Middle School	Public	6	8
Gorham Public Schools	Municipal School Unit	Great Falls Elementary School	Public	KG	5
Gorham Public Schools	Municipal School Unit	Narragansett Elementary School	Public	KG	5
Gorham Public Schools	Municipal School Unit	Village Elementary School-Gorham	Public	KG	5
Great Salt Bay CSD	Community School District	Great Salt Bay Community School	Public	KG	8
Greenbush Public Schools	Municipal School Unit	Helen S Dunn Elementary School	Public	PK	8
Greenville Public Schools	Municipal School Unit	Greenville Consolidated School	Public	KG	12
Hancock Public Schools	Municipal School Unit	Hancock Grammar School	Public	KG	8
Harmony Public Schools	Municipal School Unit	Harmony Elementary	Public	PK	8
Hermon Public Schools	Municipal School Unit	Hermon High School	Public	9	12
Hermon Public Schools	Municipal School Unit	Hermon Middle School	Public	5	8
Hermon Public Schools	Municipal School Unit	Patricia A Duran School	Public	PK	4
Hope Public Schools	Municipal School Unit	Hope Elementary School	Public	PK	8
Isle Au Haut Public Schools	Municipal School Unit	Isle au Haut Rural School	Public	KG	8
Islesboro Public Schools	Municipal School Unit	Islesboro Central School	Public	KG	12
Jefferson Public Schools	Municipal School Unit	Jefferson Village School	Public	KG	8
Jonesboro Public Schools	Municipal School Unit	Jonesboro Elementary School	Public	PK	8

Jonesport Public Schools	Municipal School Unit	Jonesport Elementary School	Public	PK	8
Kittery Public Schools	Municipal School Unit	Horace Mitchell Primary School	Public	KG	3
Kittery Public Schools	Municipal School Unit	Robert W Traip Academy	Public	9	12
Kittery Public Schools	Municipal School Unit	Shapleigh School	Public	4	8
Lamoine Public Schools	Municipal School Unit	Lamoine Consolidated School	Public	KG	8
Lewiston Public Schools	Municipal School Unit	Farwell Elementary School	Public	PK	6
Lewiston Public Schools	Municipal School Unit	Lewiston High School	Public	9	12
Lewiston Public Schools	Municipal School Unit	Lewiston Middle School	Public	7	8
Lewiston Public Schools	Municipal School Unit	Montello School	Public	PK	6
Lewiston Public Schools	Municipal School Unit	Raymond A. Geiger Elementary School	Public	PK	6
Lewiston Public Schools	Municipal School Unit	Robert V. Connors Elementary School	Public	PK	6
Lewiston Public Schools	Municipal School Unit	Thomas J McMahon Elementary Sch	Public	PK	6
Limestone Public Schools	Municipal School Unit	Limestone Community School	Public	PK	8
Lincolnvile Public Schools	Municipal School Unit	Lincolnvile Central School	Public	KG	8
Lisbon Public Schools	Municipal School Unit	Lisbon Community School	Public	PK	5
Lisbon Public Schools	Municipal School Unit	Lisbon High School	Public	9	12
Lisbon Public Schools	Municipal School Unit	Philip W Sugg Middle School	Public	6	8
Long Island Public Schools	Municipal School Unit	Long Island Elementary School	Public	KG	5
Machias Public Schools	Municipal School Unit	Machias Memorial High School	Public	9	12
Machias Public Schools	Municipal School Unit	Rose M Gaffney School	Public	PK	8
Machiasport Public Schools	Municipal School Unit	Fort O'Brien School	Public	PK	8
Madawaska Public Schools	Municipal School Unit	Madawaska Elementary School	Public	PK	6
Madawaska Public Schools	Municipal School Unit	Madawaska Middle/High School	Public	7	12
Medway Public Schools	Municipal School Unit	Medway Middle School	Public	5	8
Milford Public Schools	Municipal School Unit	Dr Lewis S Libby School	Public	PK	8
Millinocket Public Schools	Municipal School Unit	Granite Street School	Public	PK	5
Millinocket Public Schools	Municipal School Unit	Stearns Jr-Sr High School	Public	6	12
Monhegan Plt School Dept	Municipal School Unit	Monhegan Island School	Public	PK	8
Moosabec CSD	Community School District	Jonesport-Beals High School	Public	9	12
Mount Desert Public Schools	Municipal School Unit	Mt Desert Elementary School	Public	KG	8
MSAD 27	Maine School Administrative District	Fort Kent Community High School	Public	9	12
MSAD 27	Maine School Administrative District	Fort Kent Elementary School	Public	PK	6
MSAD 27	Maine School Administrative District	Valley Rivers Middle School	Public	7	8
MSAD 46	Maine School Administrative District	Dexter Regional High School	Public	9	12
MSAD 46	Maine School Administrative District	Ridge View Community School	Public	PK	8
MSAD 76	Maine School Administrative District	Swans Island Elementary School	Public	KG	8

Mt Desert CSD	Community School District	Mt Desert Island High School	Public	9	12
Nobleboro Public Schools	Municipal School Unit	Nobleboro Central School	Public	KG	8
Northport Public Schools	Municipal School Unit	Edna Drinkwater School	Public	KG	8
Orrington Public Schools	Municipal School Unit	Center Drive School	Public	PK	8
Otis Public Schools	Municipal School Unit	Beech Hill School	Public	PK	8
Pembroke Public Schools	Municipal School Unit	Pembroke Elementary School	Public	PK	8
Penobscot Public Schools	Municipal School Unit	Penobscot Elementary School	Public	PK	8
Perry Public Schools	Municipal School Unit	Perry Elementary School	Public	PK	8
Portland Public Schools	Municipal School Unit	Amanda C Rowe School	Public	PK	5
Portland Public Schools	Municipal School Unit	Casco Bay High School	Public	9	12
Portland Public Schools	Municipal School Unit	Cliff Island School	Public	KG	5
Portland Public Schools	Municipal School Unit	Deering High School	Public	9	12
Portland Public Schools	Municipal School Unit	East End Community School	Public	PK	5
Portland Public Schools	Municipal School Unit	Gerald E Talbot Community School	Public	PK	5
Portland Public Schools	Municipal School Unit	Harrison Lyseth Elem School	Public	PK	5
Portland Public Schools	Municipal School Unit	Howard C Reiche Community Sch	Public	PK	5
Portland Public Schools	Municipal School Unit	King Middle School	Public	6	8
Portland Public Schools	Municipal School Unit	Lincoln Middle School	Public	6	8
Portland Public Schools	Municipal School Unit	Longfellow School-Portland	Public	KG	5
Portland Public Schools	Municipal School Unit	Lyman Moore Middle School	Public	6	8
Portland Public Schools	Municipal School Unit	Ocean Avenue	Public	KG	5
Portland Public Schools	Municipal School Unit	Peaks Island School	Public	PK	5
Portland Public Schools	Municipal School Unit	Portland High School	Public	9	12
Portland Public Schools	Municipal School Unit	Presumpscot School	Public	PK	5
Princeton Public Schools	Municipal School Unit	Princeton Elementary School	Public	PK	8
RSU 01 - LKRSU	Regional School Unit	Bath Middle School	Public	6	8
RSU 01 - LKRSU	Regional School Unit	Fisher-Mitchell School	Public	3	5
RSU 01 - LKRSU	Regional School Unit	Morse High School	Public	9	12
RSU 01 - LKRSU	Regional School Unit	Phippsburg Elementary School	Public	PK	5
RSU 01 - LKRSU	Regional School Unit	Woolwich Central School	Public	PK	8
RSU 02	Regional School Unit	Dresden Elementary School	Public	PK	5
RSU 02	Regional School Unit	Hall-Dale Elementary School	Public	PK	5
RSU 02	Regional School Unit	Hall-Dale Middle and High School	Public	6	12
RSU 02	Regional School Unit	Marcia Buker School	Public	PK	5
RSU 02	Regional School Unit	Monmouth Academy	Public	9	12
RSU 02	Regional School Unit	Monmouth Memorial School	Public	PK	8
RSU 02	Regional School Unit	Richmond High School	Public	9	12
RSU 02	Regional School Unit	Richmond Middle School	Public	6	8
RSU 03/MSAD 03	Maine School Administrative District	Monroe Elementary School	Public	PK	5

RSU 03/MSAD 03	Maine School Administrative District	Morse Memorial School	Public	PK	5
RSU 03/MSAD 03	Maine School Administrative District	Mt View Elementary School	Public	KG	5
RSU 03/MSAD 03	Maine School Administrative District	Mt View High School	Public	9	12
RSU 03/MSAD 03	Maine School Administrative District	Mt View Middle School	Public	6	8
RSU 03/MSAD 03	Maine School Administrative District	Troy Central School	Public	KG	5
RSU 03/MSAD 03	Maine School Administrative District	Walker Memorial School	Public	PK	5
RSU 04	Regional School Unit	Carrie Ricker School	Public	3	5
RSU 04	Regional School Unit	Oak Hill High School	Public	9	12
RSU 04	Regional School Unit	Oak Hill Middle School	Public	6	8
RSU 05	Regional School Unit	Durham Community School	Public	PK	8
RSU 05	Regional School Unit	Freeport High School	Public	9	12
RSU 05	Regional School Unit	Freeport Middle School	Public	6	8
RSU 05	Regional School Unit	Mast Landing School	Public	3	5
RSU 05	Regional School Unit	Pownal Elementary School	Public	PK	5
RSU 06/MSAD 06	Maine School Administrative District	Bonny Eagle High School	Public	9	12
RSU 06/MSAD 06	Maine School Administrative District	Bonny Eagle Middle School	Public	6	8
RSU 06/MSAD 06	Maine School Administrative District	Buxton Center Elementary School	Public	PK	5
RSU 06/MSAD 06	Maine School Administrative District	Edna Libby Elementary School	Public	PK	3
RSU 06/MSAD 06	Maine School Administrative District	George E Jack School	Public	4	5
RSU 06/MSAD 06	Maine School Administrative District	H B Emery Jr Memorial School	Public	PK	5
RSU 06/MSAD 06	Maine School Administrative District	Hollis School	Public	PK	5
RSU 06/MSAD 06	Maine School Administrative District	Steep Falls Elementary School	Public	KG	3
RSU 07/MSAD 07	Maine School Administrative District	North Haven Community School	Public	KG	12
RSU 08/MSAD 08	Maine School Administrative District	Vinalhaven School	Public	PK	12
RSU 09	Regional School Unit	Academy Hill School	Public	2	5
RSU 09	Regional School Unit	Cape Cod Hill Elem School	Public	PK	5
RSU 09	Regional School Unit	Cascade Brook School	Public	3	5
RSU 09	Regional School Unit	Mt Blue High School	Public	9	12
RSU 09	Regional School Unit	Mt Blue Middle School	Public	6	8
RSU 10	Regional School Unit	Buckfield Jr-Sr High School	Public	7	12
RSU 10	Regional School Unit	Hartford-Sumner Elementary School	Public	PK	6
RSU 10	Regional School Unit	Meroby Elementary School	Public	PK	4

RSU 10	Regional School Unit	Mountain Valley High School	Public	9	12
RSU 10	Regional School Unit	Mountain Valley Middle School	Public	5	8
RSU 10	Regional School Unit	Rumford Elementary	Public	PK	4
RSU 11/MSAD 11	Maine School Administrative District	Gardiner Area High School	Public	9	12
RSU 11/MSAD 11	Maine School Administrative District	Gardiner Regional Middle School	Public	6	8
RSU 11/MSAD 11	Maine School Administrative District	Helen Thompson School	Public	PK	5
RSU 11/MSAD 11	Maine School Administrative District	Pittston-Randolph Consolidated School	Public	KG	5
RSU 11/MSAD 11	Maine School Administrative District	River View Community School	Public	3	5
RSU 12	Regional School Unit	Chelsea Elementary School	Public	PK	8
RSU 12	Regional School Unit	Palermo Consolidated School	Public	KG	8
RSU 12	Regional School Unit	Whitefield Elementary School	Public	PK	8
RSU 12	Regional School Unit	Windsor Elementary School	Public	PK	8
RSU 13	Regional School Unit	Ash Point Community School	Public	PK	5
RSU 13	Regional School Unit	Cushing Community School	Public	KG	5
RSU 13	Regional School Unit	Oceanside High School	Public	9	12
RSU 13	Regional School Unit	Oceanside Middle School	Public	6	8
RSU 13	Regional School Unit	South School	Public	PK	5
RSU 13	Regional School Unit	Thomaston Grammar School	Public	KG	5
RSU 14	Regional School Unit	Jordan-Small Middle School	Public	5	8
RSU 14	Regional School Unit	Manchester School	Public	4	5
RSU 14	Regional School Unit	Raymond Elementary School	Public	PK	4
RSU 14	Regional School Unit	Windham High School	Public	9	12
RSU 14	Regional School Unit	Windham Middle School	Public	6	8
RSU 14	Regional School Unit	Windham Primary School	Public	KG	3
RSU 15/MSAD 15	Maine School Administrative District	Burchard A Dunn School	Public	PK	4
RSU 15/MSAD 15	Maine School Administrative District	Gray-New Gloucester High School	Public	9	12
RSU 15/MSAD 15	Maine School Administrative District	Gray-New Gloucester Middle School	Public	5	8
RSU 16	Regional School Unit	Bruce M Whittier Middle School	Public	7	8
RSU 16	Regional School Unit	Elm Street School-Mechanic Falls	Public	PK	6
RSU 16	Regional School Unit	Minot Consolidated School	Public	PK	6
RSU 16	Regional School Unit	Poland Community School	Public	PK	6
RSU 16	Regional School Unit	Poland Regional H S	Public	9	12
RSU 17/MSAD 17	Maine School Administrative District	Agnes Gray School	Public	PK	6
RSU 17/MSAD 17	Maine School Administrative District	Guy E Rowe School	Public	PK	6
RSU 17/MSAD 17	Maine School Administrative District	Harrison Elementary	Public	3	6

RSU 17/MSAD 17	Maine School Administrative District	Hebron Station School	Public	PK	6
RSU 17/MSAD 17	Maine School Administrative District	Otisfield Community School	Public	PK	6
RSU 17/MSAD 17	Maine School Administrative District	Oxford Elementary School	Public	PK	6
RSU 17/MSAD 17	Maine School Administrative District	Oxford Hills Comprehensive H S	Public	9	12
RSU 17/MSAD 17	Maine School Administrative District	Oxford Hills Middle School	Public	7	8
RSU 17/MSAD 17	Maine School Administrative District	Paris Elementary School	Public	PK	6
RSU 18	Regional School Unit	Belgrade Central School	Public	PK	5
RSU 18	Regional School Unit	China Middle School	Public	5	8
RSU 18	Regional School Unit	China Primary School	Public	PK	4
RSU 18	Regional School Unit	James H Bean School	Public	PK	5
RSU 18	Regional School Unit	Messalonskee High School	Public	9	12
RSU 18	Regional School Unit	Messalonskee Middle School	Public	6	8
RSU 18	Regional School Unit	Williams Elementary School	Public	3	5
RSU 19	Regional School Unit	Etna-Dixmont School	Public	PK	4
RSU 19	Regional School Unit	Nokomis Regional High School	Public	9	12
RSU 19	Regional School Unit	Nokomis Regional Middle School	Public	5	8
RSU 19	Regional School Unit	Sebasticook Valley Elementary School	Public	PK	4
RSU 19	Regional School Unit	Somerset Elementary School	Public	PK	4
RSU 20	Regional School Unit	Searsport District High School	Public	9	12
RSU 20	Regional School Unit	Searsport District Middle School	Public	6	8
RSU 20	Regional School Unit	Searsport Elementary	Public	PK	5
RSU 21	Regional School Unit	Kennebunk High School	Public	9	12
RSU 21	Regional School Unit	Kennebunkport Consolidated Sch	Public	KG	5
RSU 21	Regional School Unit	Middle School of the Kennebunks	Public	6	8
RSU 21	Regional School Unit	Mildred L Day School	Public	KG	5
RSU 21	Regional School Unit	Sea Road School	Public	3	5
RSU 22	Regional School Unit	George B Weatherbee School	Public	3	5
RSU 22	Regional School Unit	Hampden Academy	Public	9	12
RSU 22	Regional School Unit	Leroy H Smith School	Public	PK	4
RSU 22	Regional School Unit	Reeds Brook Middle School	Public	6	8
RSU 22	Regional School Unit	Samuel L Wagner Middle School	Public	5	8
RSU 23	Regional School Unit	Loranger Memorial School	Public	3	8
RSU 23	Regional School Unit	Old Orchard Beach High School	Public	9	12
RSU 24	Regional School Unit	Cave Hill School	Public	PK	8
RSU 24	Regional School Unit	Ella Lewis School	Public	PK	8
RSU 24	Regional School Unit	Mountain View School	Public	PK	8
RSU 24	Regional School Unit	Peninsula School	Public	PK	8

RSU 24	Regional School Unit	Sumner Memorial High School	Public	9	12
RSU 25	Regional School Unit	Bucksport High School	Public	9	12
RSU 25	Regional School Unit	Bucksport Middle School	Public	5	8
RSU 25	Regional School Unit	Miles Lane School	Public	1	4
RSU 26	Regional School Unit	Asa C Adams School	Public	PK	5
RSU 26	Regional School Unit	Orono High School	Public	9	12
RSU 26	Regional School Unit	Orono Middle School	Public	6	8
RSU 28/MSAD 28	Maine School Administrative District	Camden-Rockport Elementary School	Public	KG	4
RSU 28/MSAD 28	Maine School Administrative District	Camden-Rockport Middle School	Public	5	8
RSU 29/MSAD 29	Maine School Administrative District	Houlton High School	Public	9	12
RSU 29/MSAD 29	Maine School Administrative District	Houlton Junior High School	Public	6	8
RSU 29/MSAD 29	Maine School Administrative District	Houlton Southside School	Public	3	5
RSU 30/MSAD 30	Maine School Administrative District	Lee/Winn School	Public	PK	4
RSU 30/MSAD 30	Maine School Administrative District	Mt Jefferson Jr High School	Public	5	8
RSU 31/MSAD 31	Maine School Administrative District	Enfield Station Elementary School	Public	PK	5
RSU 31/MSAD 31	Maine School Administrative District	Hichborn Middle School	Public	6	8
RSU 31/MSAD 31	Maine School Administrative District	Penobscot Valley High School	Public	9	12
RSU 32/MSAD 32	Maine School Administrative District	Ashland District School	Public	PK	12
RSU 33/MSAD 33	Maine School Administrative District	Dr Levesque Elementary School	Public	PK	6
RSU 33/MSAD 33	Maine School Administrative District	Wisdom Middle High School	Public	7	12
RSU 34	Regional School Unit	Alton Elementary School	Public	PK	5
RSU 34	Regional School Unit	Leonard Middle School	Public	6	8
RSU 34	Regional School Unit	Old Town Elementary School	Public	KG	5
RSU 34	Regional School Unit	Old Town High School	Public	9	12
RSU 34	Regional School Unit	Viola Rand School	Public	PK	3
RSU 35/MSAD 35	Maine School Administrative District	Central School	Public	PK	3
RSU 35/MSAD 35	Maine School Administrative District	Eliot Elementary School	Public	PK	3
RSU 35/MSAD 35	Maine School Administrative District	Marshwood Great Works School	Public	4	5
RSU 35/MSAD 35	Maine School Administrative District	Marshwood High School	Public	9	12
RSU 35/MSAD 35	Maine School Administrative District	Marshwood Middle School	Public	6	8
RSU 37/MSAD 37	Maine School Administrative District	Daniel W Merritt School	Public	PK	6

RSU 37/MSAD 37	Maine School Administrative District	Harrington Elementary School	Public	PK	6
RSU 37/MSAD 37	Maine School Administrative District	Milbridge Elementary School	Public	PK	6
RSU 37/MSAD 37	Maine School Administrative District	Narraguagus High School	Public	7	12
RSU 38	Regional School Unit	Manchester Elementary School	Public	PK	5
RSU 38	Regional School Unit	Maranacook Community High Sch	Public	9	12
RSU 38	Regional School Unit	Maranacook Community Middle Sch	Public	6	8
RSU 38	Regional School Unit	Mt Vernon Elementary School	Public	PK	5
RSU 38	Regional School Unit	Readfield Elementary School	Public	PK	5
RSU 38	Regional School Unit	Wayne Elementary School	Public	KG	5
RSU 39	Regional School Unit	Caribou Community School	Public	PK	8
RSU 39	Regional School Unit	Caribou High School	Public	9	12
RSU 40/MSAD 40	Maine School Administrative District	Friendship Village School	Public	KG	6
RSU 40/MSAD 40	Maine School Administrative District	Medomak Middle School	Public	7	8
RSU 40/MSAD 40	Maine School Administrative District	Medomak Valley High School	Public	9	12
RSU 40/MSAD 40	Maine School Administrative District	Miller School	Public	PK	6
RSU 40/MSAD 40	Maine School Administrative District	Prescott Memorial School	Public	KG	6
RSU 40/MSAD 40	Maine School Administrative District	Union Elementary	Public	PK	6
RSU 40/MSAD 40	Maine School Administrative District	Warren Community School	Public	PK	6
RSU 41/MSAD 41	Maine School Administrative District	Brownville Elementary School	Public	3	4
RSU 41/MSAD 41	Maine School Administrative District	Penquis Valley Middle/High School	Public	5	12
RSU 42/MSAD 42	Maine School Administrative District	Central Aroostook Jr-Sr H S	Public	7	12
RSU 42/MSAD 42	Maine School Administrative District	Fort Street School	Public	PK	6
RSU 44/MSAD 44	Maine School Administrative District	Crescent Park School	Public	PK	5
RSU 44/MSAD 44	Maine School Administrative District	Telstar High School	Public	9	12
RSU 44/MSAD 44	Maine School Administrative District	Telstar Middle School	Public	6	8
RSU 44/MSAD 44	Maine School Administrative District	Woodstock School	Public	KG	5
RSU 45/MSAD 45	Maine School Administrative District	Washburn District Elem School	Public	PK	8
RSU 45/MSAD 45	Maine School Administrative District	Washburn District High School	Public	9	12

RSU 49/MSAD 49	Maine School Administrative District	Albion Elementary School	Public	PK	6
RSU 49/MSAD 49	Maine School Administrative District	Benton Elementary School	Public	1	6
RSU 49/MSAD 49	Maine School Administrative District	Clinton Elementary School	Public	PK	6
RSU 49/MSAD 49	Maine School Administrative District	Lawrence High School	Public	9	12
RSU 49/MSAD 49	Maine School Administrative District	Lawrence Jr High School	Public	7	8
RSU 50	Regional School Unit	So Aroostook School	Public	PK	12
RSU 51/MSAD 51	Maine School Administrative District	Greely High School	Public	9	12
RSU 51/MSAD 51	Maine School Administrative District	Greely Middle School	Public	6	8
RSU 51/MSAD 51	Maine School Administrative District	Greely Middle School 4-5	Public	4	5
RSU 51/MSAD 51	Maine School Administrative District	Mabel I Wilson School	Public	PK	3
RSU 52/MSAD 52	Maine School Administrative District	Greene Central School	Public	PK	6
RSU 52/MSAD 52	Maine School Administrative District	Leavitt Area High School	Public	9	12
RSU 52/MSAD 52	Maine School Administrative District	Leeds Central School	Public	PK	6
RSU 52/MSAD 52	Maine School Administrative District	Tripp Middle School	Public	7	8
RSU 52/MSAD 52	Maine School Administrative District	Turner Elementary School	Public	3	6
RSU 53/MSAD 53	Maine School Administrative District	Vickery School	Public	1	4
RSU 53/MSAD 53	Maine School Administrative District	Warsaw Middle School	Public	4	8
RSU 54/MSAD 54	Maine School Administrative District	Bloomfield Elementary School	Public	1	3
RSU 54/MSAD 54	Maine School Administrative District	Canaan Elementary School	Public	PK	6
RSU 54/MSAD 54	Maine School Administrative District	Margaret Chase Smith Sch - Skowhegan	Public	4	5
RSU 54/MSAD 54	Maine School Administrative District	Mill Stream Elementary School	Public	PK	6
RSU 54/MSAD 54	Maine School Administrative District	Skowhegan Area High School	Public	9	12
RSU 54/MSAD 54	Maine School Administrative District	Skowhegan Area Middle School	Public	6	8
RSU 55/MSAD 55	Maine School Administrative District	Sacopee Valley Elementary School	Public	PK	3
RSU 55/MSAD 55	Maine School Administrative District	Sacopee Valley High Sch	Public	9	12
RSU 55/MSAD 55	Maine School Administrative District	Sacopee Valley Middle School	Public	4	8
RSU 56	Regional School Unit	Dirigo Elementary School	Public	PK	5

RSU 56	Regional School Unit	Dirigo High School	Public	9	12
RSU 56	Regional School Unit	T W Kelly Dirigo Middle School	Public	6	8
RSU 57/MSAD 57	Maine School Administrative District	Alfred Elementary School	Public	PK	5
RSU 57/MSAD 57	Maine School Administrative District	Line Elementary	Public	PK	5
RSU 57/MSAD 57	Maine School Administrative District	Lyman Elementary School	Public	PK	5
RSU 57/MSAD 57	Maine School Administrative District	Massabesic High School	Public	9	12
RSU 57/MSAD 57	Maine School Administrative District	Massabesic Middle School	Public	6	8
RSU 57/MSAD 57	Maine School Administrative District	Shapleigh Memorial School	Public	PK	5
RSU 57/MSAD 57	Maine School Administrative District	Waterboro Elementary School	Public	PK	5
RSU 58/MSAD 58	Maine School Administrative District	Kingfield Elementary School	Public	PK	8
RSU 58/MSAD 58	Maine School Administrative District	Mt Abram Regional High School	Public	9	12
RSU 58/MSAD 58	Maine School Administrative District	Phillips Elementary School	Public	PK	8
RSU 58/MSAD 58	Maine School Administrative District	Strong Elementary School	Public	PK	8
RSU 59/MSAD 59	Maine School Administrative District	Madison Area Memorial H S	Public	9	12
RSU 59/MSAD 59	Maine School Administrative District	Madison Elementary School	Public	PK	4
RSU 59/MSAD 59	Maine School Administrative District	Madison Junior High School	Public	5	8
RSU 60/MSAD 60	Maine School Administrative District	Eric L Knowlton School	Public	4	5
RSU 60/MSAD 60	Maine School Administrative District	Hanson School	Public	KG	3
RSU 60/MSAD 60	Maine School Administrative District	Lebanon Elementary School	Public	4	5
RSU 60/MSAD 60	Maine School Administrative District	Noble High School	Public	8	12
RSU 60/MSAD 60	Maine School Administrative District	Noble Middle School	Public	6	7
RSU 60/MSAD 60	Maine School Administrative District	North Berwick Elementary School	Public	KG	5
RSU 60/MSAD 60	Maine School Administrative District	Vivian E Hussey School	Public	KG	3
RSU 61/MSAD 61	Maine School Administrative District	Lake Region High School	Public	9	12
RSU 61/MSAD 61	Maine School Administrative District	Lake Region Middle School	Public	6	8
RSU 61/MSAD 61	Maine School Administrative District	Songo Locks School	Public	KG	5
RSU 61/MSAD 61	Maine School Administrative District	Stevens Brook School	Public	KG	5

RSU 63/MSAD 63	Maine School Administrative District	Holbrook School	Public	5	8
RSU 63/MSAD 63	Maine School Administrative District	Holden School	Public	2	4
RSU 64/MSAD 64	Maine School Administrative District	Central Community Elementary School	Public	PK	5
RSU 64/MSAD 64	Maine School Administrative District	Central High School	Public	9	12
RSU 64/MSAD 64	Maine School Administrative District	Central Middle School	Public	6	8
RSU 65/MSAD 65	Maine School Administrative District	Matinicus Elementary School	Public	KG	8
RSU 67	Regional School Unit	Ella P Burr School	Public	PK	3
RSU 67	Regional School Unit	Mattanawcook Academy	Public	9	12
RSU 67	Regional School Unit	Mattanawcook Jr High School	Public	4	8
RSU 68/MSAD 68	Maine School Administrative District	Se Do Mo Cha Elementary School	Public	PK	4
RSU 68/MSAD 68	Maine School Administrative District	Se Do Mo Cha Middle School	Public	5	8
RSU 70/MSAD 70	Maine School Administrative District	Hodgdon Middle/High School	Public	7	12
RSU 70/MSAD 70	Maine School Administrative District	Mill Pond School	Public	PK	6
RSU 71	Regional School Unit	Ames Elementary School	Public	2	5
RSU 71	Regional School Unit	Belfast Area High School	Public	9	12
RSU 71	Regional School Unit	Captain Albert W. Stevens School	Public	PK	5
RSU 71	Regional School Unit	Kermit S Nickerson School	Public	3	5
RSU 71	Regional School Unit	Troy A Howard Middle School	Public	6	8
RSU 72/MSAD 72	Maine School Administrative District	Denmark Elementary School	Public	KG	4
RSU 72/MSAD 72	Maine School Administrative District	Molly Ockett School	Public	PK	8
RSU 72/MSAD 72	Maine School Administrative District	New Suncook School	Public	PK	4
RSU 73	Regional School Unit	Spruce Mountain Elementary School	Public	3	5
RSU 73	Regional School Unit	Spruce Mountain High School	Public	9	12
RSU 73	Regional School Unit	Spruce Mountain Middle School	Public	6	8
RSU 74/MSAD 74	Maine School Administrative District	Carrabec Community School	Public	PK	8
RSU 74/MSAD 74	Maine School Administrative District	Carrabec High School	Public	9	12
RSU 74/MSAD 74	Maine School Administrative District	Garret Schenck School	Public	PK	5
RSU 74/MSAD 74	Maine School Administrative District	Solon Elementary School	Public	PK	5
RSU 75/MSAD 75	Maine School Administrative District	Bowdoin Central School	Public	KG	5
RSU 75/MSAD 75	Maine School Administrative District	Bowdoinham Community School	Public	KG	5

RSU 75/MSAD 75	Maine School Administrative District	Harpswell Community School	Public	KG	5
RSU 75/MSAD 75	Maine School Administrative District	Mt Ararat High School	Public	9	12
RSU 75/MSAD 75	Maine School Administrative District	Mt Ararat Middle School	Public	6	8
RSU 75/MSAD 75	Maine School Administrative District	Williams-Cone School	Public	PK	5
RSU 75/MSAD 75	Maine School Administrative District	Woodside Elementary School	Public	KG	5
RSU 78	Regional School Unit	Rangeley Lakes Regional School	Public	PK	12
RSU 79/MSAD 01	Maine School Administrative District	Eva Hoyt Zippel School	Public	3	5
RSU 79/MSAD 01	Maine School Administrative District	Mapleton Elementary School	Public	PK	5
RSU 79/MSAD 01	Maine School Administrative District	Presque Isle High School	Public	9	12
RSU 79/MSAD 01	Maine School Administrative District	Presque Isle Middle School	Public	6	8
RSU 80/MSAD 04	Maine School Administrative District	Piscataquis Community Elementary	Public	PK	6
RSU 80/MSAD 04	Maine School Administrative District	Piscataquis Community Secondary School	Public	7	12
RSU 82/MSAD 12	Maine School Administrative District	Forest Hills Consolidated School	Public	KG	12
RSU 83/MSAD 13	Maine School Administrative District	Moscow Elementary	Public	PK	4
RSU 83/MSAD 13	Maine School Administrative District	Upper Kennebec Valley Middle/Senior High School	Public	5	12
RSU 84/MSAD 14	Maine School Administrative District	East Grand School	Public	PK	12
RSU 85/MSAD 19	Maine School Administrative District	Lubec Consolidated School	Public	PK	8
RSU 86/MSAD 20	Maine School Administrative District	Fort Fairfield Elementary School	Public	PK	5
RSU 86/MSAD 20	Maine School Administrative District	Fort Fairfield Middle/High School	Public	6	12
RSU 87/MSAD 23	Maine School Administrative District	Caravel Middle School	Public	5	8
RSU 87/MSAD 23	Maine School Administrative District	Carmel Elementary School	Public	PK	4
RSU 87/MSAD 23	Maine School Administrative District	Suzanne M Smith Elementary School	Public	PK	5
RSU 88/MSAD 24	Maine School Administrative District	Van Buren District Secondary Sch	Public	9	12
RSU 88/MSAD 24	Maine School Administrative District	Van Buren Elementary School	Public	PK	8
RSU 89	Regional School Unit	Katahdin Elementary School	Public	PK	5
RSU 89	Regional School Unit	Katahdin Middle/High School	Public	6	12
Saco Public Schools	Municipal School Unit	C K Burns School	Public	3	5
Saco Public Schools	Municipal School Unit	Saco Middle School	Public	6	8

Sanford Public Schools	Municipal School Unit	Carl J Lamb School	Public	KG	4
Sanford Public Schools	Municipal School Unit	Margaret Chase Smith	Public	PK	4
Sanford Public Schools	Municipal School Unit	Sanford High School	Public	9	12
Sanford Public Schools	Municipal School Unit	Sanford Middle School	Public	5	8
Sanford Public Schools	Municipal School Unit	Willard School	Public	1	4
Scarborough Public Schools	Municipal School Unit	Scarborough High School	Public	9	12
Scarborough Public Schools	Municipal School Unit	Scarborough Middle School	Public	6	8
Scarborough Public Schools	Municipal School Unit	Wentworth School	Public	3	5
Sebago Public Schools	Municipal School Unit	Sebago Elementary School	Public	PK	5
Sedgwick Public Schools	Municipal School Unit	Sedgwick Elementary School	Public	PK	8
South Bristol Public Schools	Municipal School Unit	South Bristol Elementary School	Public	PK	8
South Portland Public Schools	Municipal School Unit	Daniel F. Mahoney Middle School	Public	6	8
South Portland Public Schools	Municipal School Unit	Dora L Small Elementary School	Public	KG	5
South Portland Public Schools	Municipal School Unit	Dyer Elementary School	Public	KG	5
South Portland Public Schools	Municipal School Unit	Frank I Brown Elementary School	Public	KG	5
South Portland Public Schools	Municipal School Unit	James Otis Kaler Elementary School	Public	PK	5
South Portland Public Schools	Municipal School Unit	Memorial Middle School	Public	6	8
South Portland Public Schools	Municipal School Unit	South Portland High School	Public	9	12
South Portland Public Schools	Municipal School Unit	Waldo T Skillin Elementary School	Public	PK	5
Southport Public Schools	Municipal School Unit	Southport Central School	Public	KG	6
Southwest Harbor Public Schools	Municipal School Unit	Pemetic Elementary School	Public	KG	8
St George Public Schools	Municipal School Unit	St George School	Public	KG	8
Surry Public Schools	Municipal School Unit	Surry Elementary School	Public	PK	8
Tremont Public Schools	Municipal School Unit	Tremont Consolidated School	Public	KG	8
Trenton Public Schools	Municipal School Unit	Trenton Elementary School	Public	PK	8
Vassalboro Public Schools	Municipal School Unit	Vassalboro Community School	Public	PK	8
Veazie Public Schools	Municipal School Unit	Veazie Community School	Public	PK	8
Waterville Public Schools	Municipal School Unit	Albert S Hall School	Public	4	5
Waterville Public Schools	Municipal School Unit	George J Mitchell School	Public	PK	3
Waterville Public Schools	Municipal School Unit	Waterville Junior High School	Public	6	8
Waterville Public Schools	Municipal School Unit	Waterville Senior High School	Public	9	12
Wells-Ogunquit CSD	Community School District	Wells Elementary School	Public	KG	4
Wells-Ogunquit CSD	Community School District	Wells High School	Public	9	12
Wells-Ogunquit CSD	Community School District	Wells Junior High School	Public	5	8
Wesley Public Schools	Municipal School Unit	Wesley Elementary School	Public	KG	8

West Bath Public Schools	Municipal School Unit	West Bath School	Public	PK	5
Westbrook Public Schools	Municipal School Unit	Congin School	Public	KG	4
Westbrook Public Schools	Municipal School Unit	Oxford-Cumberland Canal School	Public	KG	4
Westbrook Public Schools	Municipal School Unit	Saccarappa School	Public	PK	4
Westbrook Public Schools	Municipal School Unit	Westbrook High School	Public	9	12
Westbrook Public Schools	Municipal School Unit	Westbrook Middle School	Public	5	8
Whiting Public Schools	Municipal School Unit	Whiting Village School	Public	PK	8
Winslow Schools	Municipal School Unit	Winslow Elementary School	Public	PK	6
Winslow Schools	Municipal School Unit	Winslow High School	Public	9	12
Winslow Schools	Municipal School Unit	Winslow Junior High School	Public	7	8
Winthrop Public Schools	Municipal School Unit	Winthrop Grade School	Public	PK	5
Winthrop Public Schools	Municipal School Unit	Winthrop High School	Public	9	12
Winthrop Public Schools	Municipal School Unit	Winthrop Middle School	Public	6	8
Wiscasset Public Schools	Municipal School Unit	Wiscasset Elementary School	Public	PK	5
Wiscasset Public Schools	Municipal School Unit	Wiscasset Middle/High School	Public	6	12
Woodland Public Schools	Municipal School Unit	Woodland Consolidated Sch	Public	PK	8
Yarmouth Schools	Municipal School Unit	Frank H Harrison Middle School	Public	5	8
Yarmouth Schools	Municipal School Unit	Yarmouth Elementary School	Public	2	4
Yarmouth Schools	Municipal School Unit	Yarmouth High School	Public	9	12
York Public Schools	Municipal School Unit	Coastal Ridge Elementary	Public	2	4
York Public Schools	Municipal School Unit	York High School	Public	9	12
York Public Schools	Municipal School Unit	York Middle School	Public	5	8
Atlantic Academy	Private Special Purpose	Atlantic Academy	Private Special Purpose	KG	8
Aucocisco School	Private Special Purpose	Aucocisco School	Private Special Purpose	KG	12
Becket Family of Services	Private Special Purpose	Androscoggin Learning & Transition	Private Special Purpose	KG	12
Becket Family of Services	Private Special Purpose	Central Maine Learning Center	Private Special Purpose	KG	12
Connections for Kids	Private Special Purpose	Kittery Academy	Private Special Purpose	7	12
Connections for Kids	Private Special Purpose	Kittery Kids Academy	Private Special Purpose	KG	6
Connections for Kids	Private Special Purpose	Portland Kids Academy	Private Special Purpose	KG	8
Glenn Stratton Learning Center	Private Special Purpose	Glenn Stratton Learning Center	Private Special Purpose	KG	12
Ironwood Learning Center	Private Special Purpose	Ironwood Learning Ctr	Private Special Purpose	8	12
Kids Peace-New England	Private Special Purpose	Graham Lake School	Private Special Purpose	PK	12
Kids Peace-New England	Private Special Purpose	KidsPeace-Millinocket	Private Special Purpose	PK	12
Maine Behavioral Healthcare	Private Special Purpose	Ctr for Autism & Dev Disorders	Private Special Purpose	PK	12

Maine Behavioral Healthcare	Private Special Purpose	Spring Harbor Academy	Private Special Purpose	KG	12
MapleStone	Private Special Purpose	MapleStone School	Private Special Purpose	7	12
Margaret Murphy Ctr for Children	Private Special Purpose	MMCFC - Charles	Private Special Purpose	KG	8
Margaret Murphy Ctr for Children	Private Special Purpose	MMCFC - Falcon	Private Special Purpose	KG	6
Margaret Murphy Ctr for Children	Private Special Purpose	MMCFC - Hotel	Private Special Purpose	KG	8
Margaret Murphy Ctr for Children	Private Special Purpose	MMCFC - Main	Private Special Purpose	KG	6
Margaret Murphy Ctr for Children	Private Special Purpose	MMCFC - Memorial Ave	Private Special Purpose	7	12
Margaret Murphy Ctr for Children	Private Special Purpose	MMCFC - Rodman	Private Special Purpose	KG	8
Margaret Murphy Ctr for Children	Private Special Purpose	MMCFC - Saco	Private Special Purpose	KG	12
Margaret Murphy Ctr for Children	Private Special Purpose	MMCFC - School St	Private Special Purpose	KG	6
ME Sp. Ed./M.H. Collaborative	Private Special Purpose	ME Sp. Ed./M.H. Collaborative	Private Special Purpose	KG	12
Morrison Center	Private Special Purpose	Morrison Center - Scarborough	Private Special Purpose	KG	12
Morrison Center	Private Special Purpose	Morrison Center - Wells	Private Special Purpose	KG	12
NFI Buxton-Beacon House	Private Special Purpose	NFI Buxton-Beacon House	Private Special Purpose	6	12
NFI Dodge House Day School	Private Special Purpose	NFI Dodge House Day School	Private Special Purpose	KG	8
NFI Sidney Riverbend School	Private Special Purpose	NFI Sidney Riverbend School	Private Special Purpose	KG	12
NFI-Stetson Ranch School	Private Special Purpose	NFI-Stetson Ranch School	Private Special Purpose	6	12
Non-Maine SAU	Private Special Purpose	Non-Maine SPPS	Private Special Purpose	PK	12
Opportunity Training Center	Private Special Purpose	Opportunity Training Center	Private Special Purpose	PK	12
Pathways Merrymeeting Center	Private Special Purpose	Pathways Merrymeeting Center	Private Special Purpose	KG	12
Renaissance School	Private Special Purpose	Renaissance School	Private Special Purpose	KG	8
Spurwink School Inc	Private Special Purpose	Glickman Academy	Private Special Purpose	KG	12
Spurwink School Inc	Private Special Purpose	Spurwink Cornville Staff Intensive	Private Special Purpose	KG	12
Spurwink School Inc	Private Special Purpose	Spurwink-Chelsea	Private Special Purpose	KG	12
Spurwink School Inc	Private Special Purpose	Spurwink-Lewiston/Auburn	Private Special Purpose	KG	12
Stillwater Academy	Private Special Purpose	Stillwater Academy	Private Special Purpose	KG	12

Sweetser Children's Services	Private Special Purpose	The School at Sweetser--Belfast	Private Special Purpose	KG	12
Sweetser Children's Services	Private Special Purpose	The School at Sweetser--Saco	Private Special Purpose	KG	12
Waban Inc	Private Special Purpose	Fraser-Ford Child Development Center	Private Special Purpose	KG	4
Ashwood Waldorf School	Private Non-Sectarian	Ashwood Waldorf School	Private Non-Sectarian	PK	8
Bay School	Private Non-Sectarian	Bay School	Private Non-Sectarian	PK	8
Berwick Academy	Private Non-Sectarian	Berwick Academy	Private Non-Sectarian	PK	12
Bridgton Academy	Private Non-Sectarian	Bridgton Academy	Private Non-Sectarian	12	12
Brixham Montessori Friends Sch	Private Non-Sectarian	Brixham Montessori Friends Sch	Private Non-Sectarian	PK	5
Carrabassett Valley Academy	Private Non-Sectarian	Carrabassett Valley Academy	Private Non-Sectarian	7	12
Center For Teaching & Learning	Private Non-Sectarian	Center For Teaching & Learning	Private Non-Sectarian	KG	8
Chewonki Schools	Private Non-Sectarian	Chewonki Elementary and Middle School	Private Non-Sectarian	1	8
Chewonki Schools	Private Non-Sectarian	Maine Coast Semester at Chewonki	Private Non-Sectarian	11	11
Damariscotta Montessori School	Private Non-Sectarian	Damariscotta Montessori School	Private Non-Sectarian	PK	8
Dana Hall School	Private Non-Sectarian	Dana Hall School	Private Non-Sectarian	5	12
Gould Academy	Private Non-Sectarian	Gould Academy	Private Non-Sectarian	9	12
Hebron Academy	Private Non-Sectarian	Hebron Academy	Private Non-Sectarian	6	12
Hyde School	Private Non-Sectarian	Hyde School	Private Non-Sectarian	9	12
Ironwood	Private Non-Sectarian	Ironwood School	Private Non-Sectarian	7	12
Juniper Hill School	Private Non-Sectarian	Juniper Hill School	Private Non-Sectarian	KG	5
Kents Hill School	Private Non-Sectarian	Kents Hill School	Private Non-Sectarian	9	12
L'Ecole Francaise du Maine	Private Non-Sectarian	L'Ecole Francaise du Maine	Private Non-Sectarian	PK	6
Levey Day School	Private Non-Sectarian	Levey Day Sch	Private Non-Sectarian	PK	7
Maine Coast Waldorf School	Private Non-Sectarian	Maine Coast Waldorf School	Private Non-Sectarian	PK	12
North Yarmouth Academy	Private Non-Sectarian	North Yarmouth Academy	Private Non-Sectarian	PK	12
Riley School Inc	Private Non-Sectarian	Riley School Inc	Private Non-Sectarian	PK	9
The Eddy Middle School	Private Non-Sectarian	The Eddy Middle School	Private Non-Sectarian	6	8

The New School	Private Non-Sectarian	The New School	Private Non-Sectarian	9	12
Watershed School	Private Non-Sectarian	Watershed School	Private Non-Sectarian	9	12
Wayfinder Schools	Private Non-Sectarian	Wayfinder Schools at Camden	Private Non-Sectarian	9	12
Waynflete School	Private Non-Sectarian	Waynflete School	Private Non-Sectarian	PK	12
Blue Hill Harbor School	Private - 60% Publicly Funded	Blue Hill Harbor School	Private - 60% Publicly Funded	9	12
Erskine Academy	Private - 60% Publicly Funded	Erskine Academy	Private - 60% Publicly Funded	9	12
Foxcroft Academy	Private - 60% Publicly Funded	Foxcroft Academy	Private - 60% Publicly Funded	9	12
Fryeburg Academy	Private - 60% Publicly Funded	Fryeburg Academy	Private - 60% Publicly Funded	9	12
George Stevens Academy	Private - 60% Publicly Funded	George Stevens Academy	Private - 60% Publicly Funded	9	12
John Bapst Memorial High School	Private - 60% Publicly Funded	John Bapst Memorial High School	Private - 60% Publicly Funded	9	12
Lee Academy	Private - 60% Publicly Funded	Lee Academy	Private - 60% Publicly Funded	9	12
Lincoln Academy	Private - 60% Publicly Funded	Lincoln Academy	Private - 60% Publicly Funded	9	12
Maine Central Institute	Private - 60% Publicly Funded	Maine Central Institute	Private - 60% Publicly Funded	9	12
Thornton Academy	Private - 60% Publicly Funded	Thornton Academy	Private - 60% Publicly Funded	6	12
Washington Academy	Private - 60% Publicly Funded	Washington Academy	Private - 60% Publicly Funded	9	12
Maine Ocean School	State Operated	Maine Ocean School	Magnet	9	12
ME Sch of Science & Mathematics	State Operated	ME Sch of Science & Mathematics	Magnet	9	12
Indian Island	Maine Indian Education	Indian Island School	Indian Education	PK	8
Indian Township	Maine Indian Education	Indian Township School	Indian Education	PK	8
Pleasant Point	Maine Indian Education	Beatrice Rafferty School	Indian Education	KG	8
Acadia Academy	Charter School	Acadia Academy School	Charter	PK	6
Baxter Academy for Technology and Science	Charter School	Baxter Academy for Tech & Sciences	Charter	9	12
Community Regional Charter School	Charter School	Community Downtown Campus	Charter	6	12
Community Regional Charter School	Charter School	Community Regional Charter School	Charter	KG	8
Ecology Learning Center	Charter School	Ecology Learning Ctr	Charter	9	12
Fiddlehead School of Arts and Sciences	Charter School	Fiddlehead School of Arts & Science	Charter	PK	7
Harpswell Coastal Academy	Charter School	Harpswell Coastal Academy Division 1	Charter	5	8
Harpswell Coastal Academy	Charter School	Harpswell Coastal Academy Divisions 2 and 3	Charter	9	12

Maine Academy of Natural Sciences	Charter School	Maine Academy of Natural Sciences	Charter	9	12
Maine Arts Academy	Charter School	Maine Arts Academy School	Charter	9	12
Maine Connections Academy	Charter School	Maine Connections Academy	Charter	7	12
Maine Virtual Academy	Charter School	Maine Virtual Academy	Charter	7	12

RIDER B-IT

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$2,812,975

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Purchase Order number or the Contract number relating to the commodities/services provided.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice.

The Department may withhold a Retainage for project-based services in the following manner:

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- The Retainage will be held by the Department until the end of the warranty period.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

3. **INDEPENDENT CAPACITY** In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.

4. **AGREEMENT ADMINISTRATOR** The Agreement Administrator is the Department's representative for this Agreement. S/he is the single authority to act on behalf of the Department for this Agreement. S/he shall approve all invoices for payment. S/he shall make decisions on all claims of the Provider.

The Provider shall address all contract correspondence and invoices to the Agreement Administrator. The following person is the Agreement Administrator for this Agreement:

Name: Janette Kirk
Title: Chief of Learning Systems
Address: 23 State House Station, Augusta, ME 04330
Telephone: (207) 441-2958
E-mail address: janette.kirk@maine.gov

The following individual is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement. All project status reports, day to day operational issues and project program material and issues shall be directed to this individual.

Name: Nancy Godfrey
Title: Assessment Coordinator
Address: 23 State House Station, Augusta, ME 04330
Telephone: (207) 530-1273
E-mail address: nancy.godfrey@maine.gov

5. CHANGES IN THE WORK The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. SUBCONTRACTORS The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

7. SUBLETTING, ASSIGNMENT OR TRANSFER The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.

8. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Agreement, the Provider certifies as follows:

1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.

5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.

6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. EMPLOYMENT AND PERSONNEL The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not engage on a full-time, part-time, or any other basis, during the period of this Agreement, any personnel who are, or have been, at any time during the period of this Agreement, in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time, or any other basis, during the period of this Agreement, any retired employee of the Department, who

has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement, so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. STATE EMPLOYEES NOT TO BENEFIT No individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, due to his employment by, or financial interest in, the Provider, or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. NO SOLICITATION The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a *bona fide* employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCOUNTING, RECORDS, AND AUDIT

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.

2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.

3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.

4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.

5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the

Department all payments made under this Agreement which have been disallowed in the audit exception.

6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.

7. **ACCESS TO PUBLIC RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. TERMINATION The performance of work under this Agreement may be terminated by the Department in whole or in part, whenever, for any reason the Agreement Administrator shall determine that such termination is in the best interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this Agreement is terminated, and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

Upon receipt of the Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;
4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;

5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files, source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;
7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

14. GOVERNMENTAL REQUIREMENTS The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

15. GOVERNING LAW This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

16. STATE HELD HARMLESS The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. LIMITATION OF LIABILITY The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

18. NOTICE OF CLAIMS The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement.

19. APPROVAL This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

20. INSURANCE REQUIREMENTS The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

1. Minimum Coverage

1. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:

- A) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- B) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- C) Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$1,000,000, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
 - C.1) Consumer notification, whether or not required by law;
 - C.2) Forensic investigations;
 - C.3) Public relations and crisis management fees; and
 - C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

NOTE: *Personally-Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6).*

The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Agreement.

<i>Number of PII Records</i>	<i>Insurance per Occurrence</i>
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

2. Workers' Compensation and employer's liability, as required by law;
 3. Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
 4. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
 5. Crime, in an amount not less than \$0 (*The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider*); and
 6. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.
2. **Other Provisions** Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
1. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 2. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 3. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

4. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.

5. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

21. NON-APPROPRIATION Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

22. SEVERABILITY The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

23. INTEGRATION All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B-IT (except for expressed exceptions to Rider B-IT included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

24. FORCE MAJEURE Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

25. SET-OFF RIGHTS The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement, up to any amounts due and owing to the State with regard to this Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

26. INTERPRETATION OF THE AGREEMENT

1. **Reliance on Policy Determinations** The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing

contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.

2. **Titles Not Controlling** Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.

3. **No Rule of Construction** This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

27. **PERIOD OF WORK** Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.

28. **NOTICES** All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

29. **ADVERTISING AND PUBLICATIONS** The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

30. **CONFLICT OF INTEREST** The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.

31. **LOBBYING**

1. **Public Funds** No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

2. **Federal Certification** Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. **Other Funds** If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

32. PROVIDER PERSONNEL

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.

2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.

3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.

4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

33. STATE PROPERTY The Provider shall be responsible for the proper custody and care of any Department or State owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.

2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

35. PRODUCT WARRANTY The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

36. OPPORTUNITY TO CURE The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall be not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.

37. COVER If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

38. ACCESSIBILITY All IT products must be accessible to persons with disabilities, and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>). All IT applications and content delivered through web browsers must comply with the State Web Standards (<https://www.maine.gov/oit/policies/webstandards.html>) and the Digital Accessibility Policy.

39. STATE IT POLICIES All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (Maine.Gov/oit/policies) effective at the time this Agreement is executed.

40. CONFIDENTIALITY

1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

41. OWNERSHIP

1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

42. CUSTOM SOFTWARE For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.

2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

43. OFF-THE-SHELF (OTS) SOFTWARE For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.

2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.

3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

44. SOFTWARE AS SERVICE When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.

2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:

- a. The Provider has failed to carry out its obligations set forth in the this Agreement; or
- b. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or

c. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or

d. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or

e. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.

3. The Provider is responsible for all fees to be paid to the Escrow Agent.

4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

45. PRICE PROTECTION

1. The Provider shall ensure that all prices, terms, and warranties included in this Agreement are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Agreement, the Provider enters into agreement(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.

2. If Federal funding is used for the acquisition of products and/or services under this Agreement, interest cannot be paid under any installment purchase or lease-purchase agreement entered into as a part of this Agreement.

46. THIS ITEM IS INTENTIONALLY LEFT BLANK

47. ENTIRE AGREEMENT This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

RIDER C
EXCEPTIONS TO RIDER B-IT

2. **INVOICES AND PAYMENTS**: The following language is deleted:

“The Department may withhold a Retainage for project-based services in the following manner: The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider. The Retainage will be held by the Department until the end of the warranty period.”

6. **SUBCONTRACTORS** is revised to read as follows:

“The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions materially similar to those set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** is revised to read as follows:

Provider may not assign this Agreement to any third party without giving written notice to the Department, provided that Provider is not prohibited from giving such notice.”

12. **ACCOUNTING, RECORDS, AND AUDIT** is revised to read as follows:

12.1 The Department may, no more than once per year and upon thirty (30) days prior written notice, unless otherwise required by law or a regulatory agency, request access to Provider’s financial records or other records as requested by a state or federal audit relating solely to this Agreement during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. Provider shall make such records available to the Department during Provider’s normal business hours. The Department’s access to the records must not unreasonably interfere with the Provider’s operations. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.

- 12.2 Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
- 12.3 Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
- 12.4 Authorized Federal and State representatives shall have access to, and the right to examine, all documents and records described in 12.1 during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all such documents and records will be at no cost to the Department.
- 12.5 The Provider shall be liable for any State or Federal audit exceptions, if applicable, that to the extent that it arises out of any action, inaction, or gross negligence by the Provider. In the event of an audit exception for which the Provider is solely liable, the Provider shall have a reasonable time of not less than thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within a reasonable time, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception. Notwithstanding the foregoing, the Provider shall not be responsible to the extent an audit exception arises out of the action, inaction, or gross negligence by the Department.
- 12.6 **ACCESS TO PUBLIC RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records shared with the Department, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. To the extent required by applicable law, the Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, upon reasonable request of the State of Maine or Federal Government. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. TERMINATION, subsection 6 is revised to read as follows:

“Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all custom files or other custom documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination.

16. STATE HELD HARMLESS is revised to read as follows:

The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all *third party* claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. LIMITATION OF LIABILITY is hereby revised to read:

The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, *except for Provider's indemnification obligations under Section 16*, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be *two times the amounts actually paid by the Department under this Agreement*.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

18. NOTICE OF CLAIMS is hereby revised to read:

“The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed materially related to this Agreement, or which may materially affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may materially affect the performance of duties under this Agreement.”

20. INSURANCE REQUIREMENTS is hereby revised to read:

“The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement:

Workers Compensation: Worker's Compensation Insurance as required by law, and Employer's Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury.

General Liability Insurance. Commercial General Liability Insurance including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury, and contractual liabilities (including contractual liability covering the indemnity provisions of this Agreement) arising out of services provided by NWEA under this Agreement with minimum limit of \$1,000,000 per occurrence .

Automobile Liability Insurance: Automobile Liability Insurance with a \$1,000,000 combined single limit bodily injury and property damage for each occurrence for non-owned, and hired

vehicles used by NWEA in connection with the work and services to be provided pursuant to this Agreement.

Technology Errors and Omissions Insurance: Technology Errors and Omissions Insurance with limits not less than \$1,000,000 per claim.

Technology E&O and Network Security & Privacy Liability: Insurance with limits not less than \$600,000. This covers liability (including privacy liability) for errors and omissions arising out of technology products, media content, and network security breaches.

The General Liability policy shall allow for Partners to be named as an additional insured.

The insurance required herein shall be with insurance company with an “AM Best” rating of at least “A – VII”. NWEA shall furnish Partner with a certificate showing that such insurance is in effect. NWEA shall make reasonable efforts to have the Maine notified of cancellation or reduction in coverage within 30 days.”

Remove: **25. SET-OFF RIGHTS.**

34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS is hereby revised to read:

1. In the event of any claim by a third party against the Department that the assessment system violates such third party’s intellectual property rights, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department from and against such claims, damages, expenses, judgments, fines, and amounts paid in settlement (to which settlement Provider consents) in connection with any proceeding arising therefrom. Department will cooperate with reasonable requests of the Provider for records or information needed in defending the claim. Provider’s obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (a) the Department or any Maine Administrative Unit using the Assessment System after Provider has informed the Department to discontinue use due to such a claim; (b) the combination or use of the Assessment System with non-Provider information, data, or materials except as otherwise authorized in writing by Provider or contemplated in this Agreement; (c) modification of the Assessment System except as otherwise authorized in writing by Provider or expressly contemplated by this Agreement; or (d) use of Provider’s trademark(s) without express written permission or as expressly contemplated by this Agreement.; or (e) Department’s or any Maine Administrative Unit’s negligent acts or omissions.
2. The Provider may not publish or copyright any data without the prior written approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all Student Education Records in any manner, and for any purpose whatsoever, and may authorize others to do so.

35. PRODUCT WARRANTY is hereby restated as follows:

1 Performance Warranty. Provider warrants, during the subscription period, that the Product(s), as delivered by Provider and when used in accordance with the Documentation and the terms of this Agreement, will materially perform in accordance with the Documentation. If any Product

does not operate as warranted and the Department has provided written notice of the non-conformity to Provider within thirty (30) days of discovery of such non-conformity, Provider shall at its option (i) repair the applicable Product; (ii) replace the applicable Product with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Product and provide Department a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license for such Product measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by Provider or expressly contemplated under this Agreement; (b) modifications or enhancements to the Assessment System made by or on behalf of the Department except as otherwise authorized in writing by Provider or expressly contemplated under this Agreement; (c) combining the Assessment System with products, software or devices not provided by Provider or expressly contemplated under this Agreement; (d) improper or inadequate maintenance of the Department's (or any Main Administrative Unit's or Main private or charter school's) own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.

2. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 35.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SERVICES IS ERROR-FREE. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF PROVIDER'S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION OF THE DEPARTMENT OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. PROVIDER CANNOT CONTROL PERFORMANCE OF THE SERVICES BASED ON THE FLOW OF DATA TO OR FROM PROVIDER'S NETWORK OR OVER THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT THE DEPARTMENT'S CONNECTIONS TO THE INTERNET. ALTHOUGH PROVIDER USES COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, PROVIDER DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, PROVIDER DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

37. COVER is hereby restated as follows:

If the Provider materially breaches and the Department has given Provider reasonable prior written notice and opportunity cure the alleged breach of not less than sixty days, and the breach is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure substantially similar services necessary to cure the breach or default after giving Provider ten day's prior written notice of Department's intent to cure. In which event, the Department may withhold from future

payments to the Provider the reasonable costs of such services, provided that the Department can show that it made best efforts to minimize the cost of the substitute services.

39. STATE IT POLICIES is hereby restated as follows:

“All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures identified in the SOW effective at the time this Agreement is executed.”

40. CONFIDENTIALITY shall be amended to add the following sentences.

This provision shall apply to the handling of all confidential information. To the extent such confidential information includes personally identifying information (PII), all PII shall be handling in accordance with the provisions set forth in Rider E of this Agreement.

41. OWNERSHIP is hereby restated as follows:

“41.1 All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced provided by the Department to Provider in the course of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and furnished by the Department under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws. Notwithstanding anything to the contrary, Provider retains ownership of the Assessment System and metadata as further described in the School District End User Subscription Agreement in Rider F.

41.2 Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles data described in Section 41.1.”

a. For the avoidance of doubt, no software is licensed to the Department, accordingly 42 CUSTOM SOFTWARE, 43 OFF-THE-SHELF (OTS) SOFTWARE, and SOFTWARE AS A SERVICE are inapplicable. Instead Provider licenses its software as a service assessment system to Maine School Districts. The license applicable to Maine School Districts system access is included her in Rider H. Additionally, Provider grants to the Department a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the assessment system sandbox environment solely for Department’s internal use in assisting Maine School Administrative Units and private school with their use and access of the assessment system. The license is effective for the duration of this Agreement.

45. PRICE PROTECTION intentionally left blank.

46. IRREVOKABLE LETTER OF CREDIT intentionally left blank.

RIDER D
Contract Invoice Schedule

2020/21:

Tasks	Value by Scope	Upon Contract Execution	6/30/2021	9/15/2021	TOTAL
MAP Growth Licenses	$\$12.50 \times 46,585 =$ \$582,312.50 Newly implemented students: $\$6.50 \times 58,850 =$ \$382,525 Total: \$964,837.50	\$482,418.75		True up: Difference between amount at contract signing and total # of students tested	\$964,837.50
Program Management	\$28,000.00		\$14,000.00	\$14,000.00	\$28,000.00
Professional Learning	\$47,600.00		\$23,800.00	\$23,800.00	\$47,600.00
COVID Research Study	\$32,500.00			\$32,500.00	\$32,500.00
TOTAL	\$1,072,937.50	\$482,418.75	\$37,800	TBD	\$1,072,937.50

2021/22:

Tasks	Value by Scope	8/1/2021	12/31/2021	6/30/2022	TOTAL
MAP Growth Licenses	$\$12.50 \times 105,435 =$ \$1,317,937.50	\$658,968.75		True up: Difference between amount at contract signing and total # of students tested	\$1,317,937.50
Program Management	\$69,000.00		\$34,500.00	\$34,500.00	\$69,000
TOTAL		\$658,968.75		TBD	\$1,386,937.50
Contract total:					\$2,459,875

RIDER E

A. Handling of Personally Identifiable Information (PII)

1. Legal Authority.

FERPA authorizes the Department to redisclose PII from education records to its authorized representative to whom the Department has outsourced institutional services or functions provided that the authorized representative preforms an institution service or function the Department would otherwise use employees, is under the direct control of the Department with respect to the use and maintenance of the educational records, and is subject to requirements of 34 CFR §99.33(a). 34 CFR §99.31(a)(1)(i).

2. Terms and Conditions.

To affect the transfer of the education records and to ensure that the required confidentiality of PII shall always be maintained NWEA agrees to:

- (a) In all respects comply with the provisions of FERPA and applicable state law. For the purposes of the Agreement, FERPA includes all requirements of 20 U.S.C. § 1232g and 34 CFR Part 99 and any amendments thereto. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed under FERPA.
- (b) Alex Luisi shall be the temporary custodian of the Department's data. The temporary custodian shall be able to request in writing and receive data under the Agreement and is responsible for NWEA, NWEA's compliance with the terms of the Agreement and applicable laws. The Department shall release data only to the temporary custodian, who shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the Agreement, including confirmation of the completion of the project and the destruction of data as required by the Agreement.
- (c) Upon request, provide the Department with a flowchart of how the Department's data under this agreement will move from receipt of the data through to destruction. This must include information on where the data is stored, what it is used for, and how it will be destroyed. Provide the Department with copies of NWEA's policies and procedures regarding PII and ensure any subcontractor who will handle and store the Department's data materially comply with the policies and procedures. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect PII and that PII has not been re-disclosed or released.
- (d) Use data shared under the Agreement for no purpose other than what is described and as authorized under 34 CFR § 99.31(a)(6) Specifically, student assessment and demographic related data. Nothing in the Agreement shall be construed to authorize NWEA to have access to additional data from the Department that is not included in the scope of the Agreement or to govern access to the data by entities other than the Parties. NWEA further agrees not to share data received under the Agreement, with any other entity without prior written approval from the Department. NWEA understands that the Agreement does not convey ownership of any data NWEA.

(e) Student data to be disclosed:

Student Name; Student ID; Student Date of Birth; Student Demographics and other data fields necessary for the administration of the assessment(s).

- (f)** Require all employees, contractors and agents of any kind to comply with the material terms of the Agreement relevant to them, and all applicable provisions of FERPA and other federal and state laws with respect to the data and information shared under the Agreement. NWEA agrees to require of and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to data pursuant to the Agreement. Nothing in this section authorizes NWEA to share data and information provided under the Agreement with any other individual or entity for any purpose other than completing NWEA work as authorized by the Department consistent with this Agreement and the Privacy Policy.
- (g)** Not copy, reproduce or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of this Agreement and the Privacy Policy. Transmission of all FERPA-protected data must be by secure electronic systems and/or networks. All copies of data of any type including any modifications or additions to data from any source that contains PII, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement will not under any circumstances transfer from or be assigned to any other individual, institution, organization, government or entity without the prior written approval from the Department.
- (h)** Not disclose the data identified in Agreement in any manner that could identify any individual student, except as authorized by FERPA, to any entity other than the Department, or authorized employees, contractors and agents of NWEA working under this Agreement. Persons participating in approved work on behalf of the Parties under this Agreement shall neither disclose or otherwise release data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of students in that group. Publications and reports of this data and information related to it, including preliminary project descriptions and draft reports shall involve only aggregate data and no PII or other information that could lead to the identification of any student. No report of these data containing a group of students less than the minimum determined by the Department (*i.e.* subgroups of 5 or fewer students) shall be released to anyone other than the Department unless NWEA receives prior written approval from the Department. NWEA shall require that all employees, contractors and agents abide by that reporting cell size and require utilization of complimentary suppression, blurring or other reporting mechanism to ensure student privacy with small cell sizes.
- (i)** Establish procedures and systems to ensure that all confidential data processed, stored, and/or transmitted under the provisions of this Agreement will be maintained in a secure manner that prevents further disclosure of the data, including the interception, diversion, duplication, or other unauthorized access to said data NWEA agrees to comply with the procedures and practices set forth in the Required Technical Standards for Handling of PII attached to this Agreement.
- (j)** Provide the Department with a certificate of insurance that satisfies the requirements for data breach insurance in Rider B-IT, Page 8.
- (k)** Promptly, that is, no later than 48 hours, report to the Department's Education Data Manager any confirmed incidents in detail of any PII received from the Department whose confidentiality was

breached. NWEA will provide the Department with a written report detailing the breach, the proposed solutions, and timelines for the resolutions.

- (l)** Destroy all PII, including any archival/backup copies, obtained pursuant to data requests under this Agreement when it is no longer needed for the purpose described in the Agreement. Nothing in this Agreement authorizes NWEA to maintain data received from the Department beyond the time period reasonably needed to complete the purpose of the request, and in no case beyond the termination date of this Agreement, provided that NWEA may maintain PII during the eighteen months following termination or expiration of this Agreement (the Transition Period). During the Transition Period, any Maine School District may opt for NWEA to maintain records associated with the such Maine School District on an ongoing basis, so that NWEA can provide data continuity for such Maine School District. During the Transition Period, Maine School Districts may opt to have NWEA continue to maintain its data by either: i) entering or renewing a subscription agreement with NWEA; or ii) by sending NWEA a letter opting into NWEA's continued maintenance of Maine School District records. After the Transition Period, NWEA shall destroy any PII in its production databases for Maine School Districts that have not opted for continued maintenance per the procedure in the preceding sentence. Any destruction of the referenced data must be witnessed by one other person who can later attest that a complete destruction of the data occurred. NWEA agrees to submit a letter to the Department within 90 days of the termination of this Agreement attesting to the destruction of any PII.

- (m)** Provide the Department with one electronic copy of the final versions of all reports prior to their presentation or release in order to allow the Department to review for purposes of ensuring compliance with the provisions of this Agreement. The Department reserves the right to distribute and otherwise use any report or other associated documents as it wishes, in sum or in part.

Required Technical Standards for Handling of PII

1. Storage administration will include the strict control and accessibility of all storage media.
2. All storage media must be inventoried on an annual basis, or sooner as dictated by applicable regulatory requirements.
3. Wherever possible, physical backup and transfer will be avoided or eliminated in favor of electronic transfer of encrypted backup files. Physical data transfer of PII to external media external drive, flash drive, CD, etc.) requires preapproval from the Department's Education Data Manager.
4. All data files and databases containing PII data will be encrypted using TLS 1.2 encryption or better before being electronically transferred across a public network.
5. All data files and databases that contain PII data that are backed up to physical media for transfer to offsite storage must be backed up using at least 256 bit AES encryption or better using the backup utility's encryption capability. No unencrypted intermediate backup files will be created.
6. Physical media containing PII data must be encrypted using at least 256 bit AES encryption and maintained in a secure environment prior to its transfer offsite.
7. Physical media containing PII data must be monitored during the internal shipping process and must never be left unattended before handoff to the shipper.
8. Physical media containing PII data will be shipped in locked containers with no special markings or other indications of the sensitive nature of the contents.
9. Shipping procedures must include a positive acknowledgement of receipt of encrypted backup files at the destination.

RIDER F
School District End User Agreement

Fiscal Agent End User Subscription Agreement - Data Sharing

This Agreement is between **NWEA**, an Oregon nonprofit public benefit corporation, and **Subscriber** and is effective as of the Effective Date.

The parties agree as follows:

1. **Definitions**. In this Agreement, capitalized words have the following meanings:

1.1 **Agreement**: means this end user subscription agreement including applicable Schedule(s) and Supplemental Terms.

1.2 **Anonymized Data**: means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.

1.3 **Assessment System**: means, to the extent included in an applicable Schedule, the following assessment, reporting, and administration systems: (i) MAP® Growth; (ii) MAP® Skills; (iii) MAP® Reading Fluency; or (iv) MAP® Accelerator, each a product (“Product”). Assessment System excludes Subscriber’s operating environment and any other systems not within NWEA’s control.

1.4 **Content**: means test items, including images, text, graphs, charts, and pictures.

1.5 **Deidentified Data (Pseudonymized Data)**: means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures.

1.6 **Documentation**: means Product documentation made available to Subscriber by NWEA, which includes technical manuals, but excludes any marketing materials or brochures.

1.7 **Effective Date**: means the last date set forth on the signature page.

1.8 **FERPA**: means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.

1.9 **Fiscal Agent**: means the State of Maine who has agreed to pay for the Services pursuant to the Fiscal Agent Agreement.

1.10 **Fiscal Agent Agreement**: means the Agreement to Purchase Services dated [date] between NWEA and Fiscal Agent allowing Fiscal Agent to pay for the Services.

1.11 **GRD**: means the Growth Research Database used to generate longitudinal studies, alignment studies, linking studies, norming studies, and other research reports that Subscriber and other subscribers may receive.

1.12 **Legal Order**: means a valid order issued by a court or governmental agency of competent jurisdiction.

1.13 **NWEA Confidential Information**: means all NWEA non-public, proprietary or confidential information, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as confidential, including without limitation all NWEA Content, test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Services, including updates, enhancements, modifications, and improvements.

1.14 **Reporting**: means Product reports, learning statements, research studies, and scoring.

1.15 **Schedule**: means one or more applicable order schedules or other order documents, including, upon renewal, any confirmation page generated by NWEA's online account renewal portal. Schedule(s) may be provided as a separate attachment to the same email from which this Agreement is sent.

1.16 **Security Breach**: has the meaning ascribed to that term by the applicable state law, or, if not defined by state law, means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s).

1.17 **Services**: means the Assessment System, Content, Documentation, product training, professional learning, Reporting, Software, GRD, and other services as described in this Agreement and set forth in an applicable Schedule.

1.18 **Software**: means (i) any web-based or client-server software made available to Subscriber by NWEA; (ii) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (iii) NWEA software that supports client server assessments; and (iv) any other software set forth in the Supplemental Terms.

1.19 **Student Education Record**: means personally identifiable information of Subscriber's students as defined by FERPA and any applicable state law.

1.20 **Subscriber**: means Maine School Administrative Unit or Maine private school indicated on the signature page or any individual persons using or accessing the Services on behalf of the school or school district.

1.21 **Supplemental Terms**: means the Services-specific terms available at <http://legal.nwea.org/supplementalterms.html> or for MAP Accelerator, the terms available at: <https://legal.nwea.org/map-accelerator-supplemental-terms-and-conditions.html>. Some of these supplemental terms and conditions (the "MAP Accelerator Terms") modify the terms of this Agreement.

1.22 **Systems Administrator**: means the Subscriber-designated individual who, within the Assessment System, is authorized to: (i) modify assessment preferences for Subscriber; (ii) create and modify user profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and (iii) declare testing complete for Subscriber.

2. Grant of License. NWEA grants to Subscriber a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the Services solely for Subscriber's internal use. The license is effective for a period of one (1) year commencing on the date NWEA makes the Software available to Subscriber, unless otherwise specified in an applicable Schedule. The Services extend only to the quantity indicated on an applicable Schedule. Subscriber acknowledges Product limitations on the number of test events per academic year (see Supplemental Terms).

3. Protection from Unauthorized Use or Access. Subscriber shall not: (i) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services; (ii) exploit for any commercial purposes any portion of the Services or permit use of the Services by anyone not employed by or under the control of Subscriber; (iii) remove any proprietary notices or labels from the Services; (iv) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Services. Subscriber shall use reasonably secure measures to prevent unauthorized use (e.g., copying test items) by its end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services. Subscriber will deactivate and remove from any equipment under its control any prior versions of the Services.

4. Ownership. The Services are owned and copyrighted by NWEA and are licensed through this Agreement to Subscriber, except certain Software is sublicensed from an NWEA supplier. All right, title, and interest in the Services and all copies, updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of either: (i) the source giving rise to the intellectual property; or (ii) any modifications or adaptations made for the benefit of Subscriber. The Services, and all updates, enhancements, modifications, and improvements, are protected by United States and international intellectual property laws and treaties. Subscriber is not granted any license to use NWEA's or its suppliers' trade or service marks. Additionally, NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the Services. Subscriber grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions, or contributions.

5. NWEA Confidential Information. Subscriber shall not use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose NWEA Confidential Information: (i) to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure; and (ii) as required by applicable federal, state, or local law, regulation, or a Legal Order. Before making any disclosure under Section 5(ii), Subscriber shall provide NWEA: (a) Prompt written notice of such requirement so that NWEA may seek, at its sole cost and expense, a protective order or other remedy; and (b) Reasonable assistance, at NWEA's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in this Section, the Subscriber remains subject to a Legal Order to disclose any NWEA Confidential Information, the Subscriber (or its representatives or other persons to whom such Legal Order is directed) may disclose no more than that portion of the NWEA Confidential Information which, on the advice of Subscriber's legal counsel, specifically requires the Subscriber to disclose. For any such disclosure, Subscriber shall use best efforts to obtain written assurances from the applicable court or agency that such NWEA Confidential Information will be afforded confidential treatment.

6. Student Education Records.

6.1 Use of Student Education Records. Subscriber shall comply with all applicable federal and state laws regarding use, access, and disclosure of Student Education Records. The foregoing obligation includes but is not limited to, Subscriber's compliance with its policies regarding parental and guardian consents required for NWEA and its contractors to provide Services to Subscriber under this Agreement. NWEA and Subscriber acknowledge that NWEA will create, access, secure, and maintain Student Education Records to perform the Services as further outlined in [NWEA Privacy and Security for Personally Identifiable Information](#). Except as permitted under this Agreement, NWEA shall not (i) use Student Education Records for targeted student

advertising; or (ii) resell or otherwise disclose to third parties any Student Education Records without the written consent of Subscriber. Subscriber grants permission to NWEA and its contractors that have executed confidentiality agreements to use Student Education Records for maintaining and providing the Services.

6.2 Subscriber's Ownership of Student Education Records. Subscriber owns the Student Education Records.

6.3 Requests for Disclosure of Student Education Records. If NWEA receives a request from a state educational agency for Student Education Records, NWEA shall notify Subscriber via email. Such notification to the Subscriber will provide Subscriber the ability to create and maintain a record of the request or disclosure with the records of each student and have the record available to parents upon their request, as required by 34 CFR 99.32. Upon NWEA's email notification to Subscriber, NWEA may promptly respond to such requests for disclosure. Subscriber hereby consents to such disclosure by NWEA to Subscriber's state education agency and its designated vendors. Subscriber shall indemnify NWEA in accordance with Section 18 of this Agreement for any consequences which may result from NWEA's disclosure of Student Education Records to Subscriber's state educational agency and/or its designated vendors.

6.4 Redisclosure to Fiscal Agent. During the term of this Agreement, Subscriber grants NWEA permission to redisclose Student Education Records that are generated from test administrations under this Subscription to Subscriber's Fiscal Agent but excluding any data from MAP Accelerator. Subscriber further agrees that the Student Education Records may be retained by the Fiscal Agent until the Fiscal Agent Agreement is terminated or expired. Pursuant to the Fiscal Agent Agreement, Fiscal Agent is obligated to destroy the Student Education Records upon such termination or expiration.

7. FERPA. In accordance with FERPA, NWEA may maintain and use Student Education Records to perform the Services and may disclose Anonymized Data to third parties for legitimate educational research with written subscriber permission. Subscriber is responsible for any notices to parents required under FERPA and for providing parents and guardians with an opportunity to inspect and challenge the contents of a Student Education Record. If NWEA receives a request from a parent or guardian challenging the content of a Student Education Record maintained by NWEA, NWEA shall contact Subscriber to validate the identity of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct the erroneous Student Education Record as directed by Subscriber in writing.

8. GRD. Subscriber authorizes NWEA to use Student Education Records in the GRD, commencing on the Effective Date or upon the date that Subscriber used or ordered Services, whichever is earlier. NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Agreement survive the termination of this Agreement and any renewals. As described in Section 12, NWEA will maintain Student Education Records after termination of this Agreement for Services which may include, but are not limited to, Subscriber's access to Reporting and research-related Services and to validate the authenticity of data in such Reporting. If NWEA receives Subscriber's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Subscriber due to the inability to accurately link student data with research data. Subscriber's written request must be sent via email to legalservices@nwea.org and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

9. Security and Privacy Obligations.

9.1 Subscriber Responsibilities. Subscriber is solely responsible for configuring role-based access to Student Education Records within the Assessment System and for ensuring the security and availability of Subscriber's own passwords, computers, computer networks, and internet connections, including security patches, choice of browser and browser configuration settings to be used with the Assessment System, email, and other transmissions. Subscriber acknowledges that its Systems Administrator controls the access and security points of the Assessment Systems. Annually, Subscriber shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators. The Assessment System may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the accuracy and completeness of the class roster file Subscriber submits.

9.2 NWEA Responsibilities. Subject to the limitations of warranty set forth in Section 15 of the Agreement, NWEA shall maintain commercially reasonable privacy and data security controls, including policies, procedures, and training, to protect the confidentiality, integrity, and availability of Student Education Records. NWEA has an incident response program that specifies the actions to be taken in the event of a Security Breach. NWEA shall notify Subscriber by email or telephone in accordance with applicable state law or without unreasonable delay, whichever occurs sooner, after a Security Breach. In the event of a Security Breach, Subscriber shall cooperate fully with NWEA so that NWEA can comply with its notification obligations to the affected parent(s), legal guardian(s), eligible student(s), or any other parties for which notification by NWEA is required under applicable state law.

10. Product Training. If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must, at Subscriber's cost, participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to MAP Growth or Client Server MAP). Before testing commences, Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training. If Subscriber experiences staff change that affects the administration of the Services, Subscriber shall promptly notify NWEA in writing. NWEA may require Subscriber to send any new staff to introductory NWEA product training.

11. Publicity. Reserved.

12. Termination and Remedies. This Agreement remains in effect until terminated in accordance with this section. Either party may terminate by providing the other party thirty (30) days written notice of its intent to terminate for convenience. NWEA may terminate immediately without prior notice to Subscriber upon Subscriber's breach of this Agreement. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Agreement, including without limitation, injunctive relief and specific performance. After termination of the Agreement, NWEA shall continue to maintain Student Education Records until: (i) NWEA receives Subscriber's written request to destroy Student Education Records via email to legalservices@nwea.org that includes requestor's name, title, contact information, name of requesting school or entity with NCES #, and attestation that Subscriber is duly authorized and has legal capacity to execute the request; and (ii) NWEA confirms the information in Subscriber's written request. Thereafter, NWEA shall destroy the Student Education Records without undue delay or as otherwise required under applicable state law. Subscriber understands and agrees that if NWEA destroys Subscriber's Student Education Records, NWEA will not be able to provide such data to Subscriber after its destruction.

13. Support. NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services.

14. Scheduled Maintenance. NWEA has system maintenance periods throughout the year that affect Subscriber's use of the Services, including Subscriber's ability to (i) upload or download student and test data; (ii) access Reporting; or (iii) interact with any of NWEA's websites. NWEA provides notice of regularly scheduled maintenance at NWEA.org (<https://www.nwea.org>). NWEA may perform emergency maintenance at any time without notice.

15. Limited Warranty. NWEA warrants, during the subscription period, that the Product(s), as delivered by NWEA and when used in accordance with the Documentation and the terms of this Agreement, will materially perform in accordance with the Documentation. If any Product does not operate as warranted and Subscriber has provided written notice of the non-conformity to NWEA within thirty (30) days of discovery of such non-conformity, NWEA shall at its option (i) repair the applicable Product; (ii) replace the applicable Product with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Product and provide Subscriber a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license for such Product measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by NWEA or expressly contemplated under this Agreement; (b) modifications or enhancements to the Assessment System made by or on behalf of Subscriber except as otherwise authorized in writing by NWEA or expressly contemplated under this Agreement; (c) combining the Assessment System with products, software or devices not provided by NWEA; or expressly contemplated under this Agreement (d) improper or inadequate maintenance of Subscriber's own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.

16. Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 15, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SERVICES IS ERROR-FREE. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION OF SUBSCRIBER OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. NWEA CANNOT CONTROL PERFORMANCE OF THE SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK OR OVER THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET. ALTHOUGH NWEA USES COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

17. Limitation. NWEA's liability to the Fiscal Agent (including the Subscriber and any other subscriber granted a license under the Fiscal Agent Agreement), for damages sustained by the Department, as the result of NWEA's default, or acts, or omissions, in the performance of work under this Agreement,

except for NWEA's indemnification obligations under the Section 16 of the Fiscal Agent Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be two times the amounts actually paid by the Fiscal Agent under the Fiscal Agent Agreement.

Notwithstanding the above, NWEA shall not be liable to the Fiscal Agent, the Subscriber or any subscriber for any indirect or consequential damages not covered by any of the insurances required under the Fiscal Agent Agreement.

18. Indemnification.

18.1 **By Subscriber.** Except To the extent limited by applicable law, Subscriber shall indemnify, defend, and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any third party claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from any breach of this Agreement by Subscriber or any of its employees or agents..

18.2 **By NWEA.** NWEA provides the indemnification to the Fiscal Agent as described in the Fiscal Agent Agreement.

19. Evaluation License. This Section 19 applies if NWEA has provided the Services (including but not limited to Assessment System, Reporting, and/or Software) to Subscriber for evaluation purposes. NWEA grants Subscriber a thirty (30) day (or as otherwise indicated by NWEA in writing) limited license to use such Services solely for the purposes of evaluation. NWEA is not obligated to provide support for the evaluation Services. **SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED FOR EVALUATION MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, AND HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NWEA IS PROVIDING THE SERVICES "AS IS", AND NWEA DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 22 AND OTHER TERMS OF THIS AGREEMENT, THIS SECTION 22 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO THE SERVICES LICENSED TO SUBSCRIBER FOR EVALUATION PURPOSES.**

20. Miscellaneous.

20.1 **Force Majeure.** Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

20.2 **Waiver and Severability.** No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall

not assert in any action relating to this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Subscriber to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20.3 **No Third-party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party including the Fiscal Agent.

20.4 **Survival.** The following sections survive any termination of this agreement or the termination of any license granted under this agreement: 1, 3, 4, 5, 6, 7, 8, 9, 14, 15, and 18 and 20.

20.5 **Entire Agreement; Order of Precedence.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all order documents, including but not limited to purchase orders and credit card orders, accepted by NWEA, and this Agreement will supersede any inconsistent or different pre-printed terms of any such order document. If there is a conflict among any of the terms of this Agreement, the parties intend that it be resolved by giving precedence to Agreement documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental Terms to the extent related to Services described in an applicable Schedule; (ii) this Agreement without any Schedules or Supplemental Terms; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order.

20.6 **Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of NWEA, which consent shall not be unreasonably withheld.

20.7 **Binding.** This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

20.8 **Merger or Sale of NWEA.** If either (i) NWEA and a third-party merge; or (ii) NWEA is sold to a third party, then the surviving or resulting entity shall maintain the Student Education Records in accordance with this Agreement, if the entity is subject to this Agreement.

20.9 **Representation of Signatories.** Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party.

20.10 **Notices**. All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date..

Address for Notices to NWEA:

NWEA

121 NW Everett Street

Portland, OR 97209

Email: legalservices@nwea.org

Address for Notices to Subscriber shall be sent to the address set forth in Subscriber's signature box below or if left blank, the address on file with NWEA

20.11 **Controlling Law**. The parties intend that this Agreement be construed and controlled by the laws of the State of Maine, U.S.A., without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, The United Nations Convention on Contracts for the International Sale of Goods, Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this Agreement.

20.12 **Attorney Fees**. Reserved.

20.13 **Counterparts**. The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

20.14 **Vendor Status and Independent Contractor**. NWEA provides Services within its normal business operations and operates in a competitive environment. The Services constitute a vendor relationship, as defined by OMB Circular A-133 and, therefore, any monies to pay for this Agreement are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees are Subscriber's employees. Nothing contained in this Agreement creates or implies an agency relationship, joint venture, or partnership between the parties.

20.15 **Reserved**.

20.16 **Reserved**.

NWEA Privacy Policy - Assessment System

Introduction

NWEA recognizes the importance of protecting the privacy and security of its Subscribers and Users of the Assessment System. The purpose of this Privacy Policy ("Policy") is to inform Subscribers and Users of NWEA's policies and procedures regarding the collection, use, and disclosure of Student Education Records, Deidentified Data, and Anonymized Data. Nothing in this Policy grants any Subscriber or User the right to use or access the Assessment System. Subscribers and Users only have the right to use and access the Assessment System as set forth in the agreement(s) entered into between a Subscriber and NWEA (the "[Master Subscription Agreement](#)"). By using the Assessment System, Subscribers and Users agree to this Policy.

Definitions

"Use" means Subscriber's students, teachers, administrators, and other individuals licensed to use the Assessment System under the Master Subscription Agreement.

"Assessment System" means MAP® Growth™ and MAP® Skills™.

"Student Education Record(s)" means student personally identifiable information as defined by Me. Rev. Stat. tit. 20-A, Section 952 and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), Except as set forth in this Policy, all other capitalized terms in this Privacy Policy shall have the meaning set forth in the Master Subscription Agreement between the parties, which can be found [here](#).

Subscriber Control and Choices Regarding Student Education Records

The collection, input, use, retention, disposal, and disclosure of Student Education Records by Users via the Assessment System are controlled solely by the Subscriber. The Subscriber is responsible for providing all necessary notices and obtaining all necessary consents from Users to collect, use, disclose, and submit the Student Education Records via the Assessment System for NWEA to use in accordance with the Master Subscription Agreement, including, if applicable, any notices and/or consents required under the Federal Educational Records Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA) and applicable international laws, including, but not limited to, the General Data Protection Regulation (GDPR)

NWEA will not delete, change, or divulge any Student Education Records from its Assessment System controlled by the Subscriber except as outlined in this Policy. If a User has questions regarding control of Student Education Records related to the Assessment System licensed by the Subscriber, then User shall contact User's applicable school, district, or educational entity (i.e. Subscriber). If a User desires to revoke User's consent or "opt-out" of a particular use of User's Student Education Records, User shall contact User's applicable school, district, or educational entity. If NWEA receives a request from a User to "opt-out" it shall forward the request to the applicable school, district, or educational entity for handling. The applicable school, district, or educational entity is solely responsible for handling the User's "opt-out" in the Assessment System.

Information Collected & Maintained

NWEA collects and maintains the following information:

- Usage Details. When Users access the Assessment System, NWEA may automatically collect certain details of the User's access to and use of the Assessment System, including traffic data, geographic location data, logs and other communication data, and the resources that Users access and use on or through the Assessment System. This information is Anonymized Data

- Cookies (or mobile cookies). A cookie is a small file placed on computing devices such as computers, tablets, and smartphones. NWEA may use cookies to collect usage details for authentication purposes. For authentication purposes, cookies allow Users to navigate across multiple parts of the Assessment System without needing to re-authenticate. It may be possible to refuse to accept cookies by activating the appropriate setting on the computing devices. However, selection of these settings may disable access to certain parts of the Assessment System. The information collected via cookies is Deidentified Data. NWEA does not use Deidentified Data from cookies to identify Users. Data from cookies may be collected by NWEA using Google Analytics™ or other third-party tools in the Assessment System. Google Analytics™ and these other third-party tools do not collect, store, transit, use, or have access to Student Education Records.
- Web Beacons. A web beacon is a small electronic file such as a clear gif, pixel tag, or single-pixel gif. NWEA may use web beacons to collect usage details. It may be possible to refuse to accept web beacons by activating the appropriate setting on the computing devices. However, selection of these settings may disable access to certain parts of the Assessment System. The information collected via web beacons is Anonymized Data that is aggregated. Data from web beacons may be collected by NWEA using Google Analytics™ or other third-party tools in the Assessment System. Google Analytics™ and these other third-party tools do not collect, store, transit, use, or have access to Student Education Records.
- Device Information. NWEA may collect information about a User's computing device, mobile device, and network or Internet connection; including the device's unique device identifier, IP address, operating system, browser type, geographic location, and mobile network information. This information is Anonymized Data that is aggregated.
- Information input by Users. As part of the rostering process, Users may provide Student Education Records to the Assessment System that may include:
 - First, Last, and Middle Name;
 - Date of Birth;
 - Student Identification Number;
 - Personal Characteristics (which may, but does not always, include race, grade, ethnicity, gender, nationality, and language);
 - Economically Disadvantaged Status;
 - English Language Learner or Migrant Status;
 - Homeless Status;
 - Disability, Accessibility, or Accommodation Status;
 - Email Address
 - Name of School and Date of Enrollment;
 - Telephone Number; and
 - Assigned Courses and Instructors.
- Information generated from using the Assessment System. Users' use of the Assessment System generates Deidentified or Anonymized Data, which may include:
 - Assessment scores;
 - Assessment responses and response times;
 - Item responses and response times;
 - Growth and norming information; and
 - Assessment interaction behavior such as completed, paused, suspended, or terminated tests.

Use of Information Collected

NWEA only uses the information, including Student Education Records, it collects pursuant to this Policy and the Master Subscription Agreement. The most common of those uses are as follows:

- To provide Subscribers and Users with access to the Assessment System and its contents and any other information, products, or services that Subscriber requests from NWEA;
- To communicate with Users as necessary to fulfill NWEA's obligations to Subscribers;
- To provide Subscriber with notices about its account, including expiration and renewal notices;
- To carry out the Subscriber's and NWEA's respective obligations and enforce NWEA's rights arising from the Master Subscription Agreement, including for billing and collection;
- To notify Subscriber of changes to any products or services NWEA offers or provides;
- To improve performance, availability, and functionality of the Assessment System.
- To estimate Subscriber size and usage patterns; and
- To store information about Subscriber preferences, allowing NWEA to customize its services.

Deidentified and Anonymized Data

NWEA aggregates information it collects, including Deidentified and Anonymized Data, and uses such aggregated information and other non-personally identifiable information it collects as follows:

- To conduct legitimate educational research or produce aggregate statistical studies and analysis related to NWEA's products and services, by NWEA or third parties, as an added benefit to NWEA's Subscribers, which may be distributed publicly (e.g., norming studies, research papers, etc.);
- For third party legitimate educational research;
- To improve performance, availability, and functionality of the Assessment System;
- To state educational agencies for legitimate educational purposes; and
- For general research and to develop new products, features, and technologies.

Disclosure of Student Education Records

NWEA agrees to adhere to the disclosure requirements under FERPA and will not disclose any Student Education Records from the Assessment System to any third-party except as set forth in this Policy or as allowed by applicable law.

Generally, NWEA may disclose Student Education Records under the following circumstances:

- NWEA may share Student Education Records with third-party contractors to support the Assessment System. NWEA utilizes a cyber supply chain risk management (SCRM) review process for third parties. The primary objective of the cyber SCRM is to identify and assess external parties to ensure they meet or exceed NWEA's security profile (based on the NIST Cybersecurity Framework). As a part of this process, third parties are contractually committed to protect the availability, confidentiality, and integrity of Student Education Records. Third parties are prohibited from engaging in targeted advertising and any other use beyond support of the Assessment System. A list of third-party contractors that maintain or have access to Student Education Records is available to Subscribers upon written request.
- Consistent with 20 U.S.C. 1232g(b), 34 C.F.R 99.31(a)(9) and other applicable law, NWEA may share Student Education Records if it is required to do so by law or legal process, such as to comply with a

court order or subpoena. If required by applicable law and permitted under the court order or subpoena, NWEA shall make a reasonable effort to notify Subscriber of such court order or subpoena.

- Consistent with 20 U.S.C 1232g(b)(1)(I), 34 C.F.R. 99.31(a)(10), 34 C.F.R. 99.36, 34 C.F.R. 99.32 and other applicable law, NWEA may share Student Education Records for health or safety emergencies purposes. If required by applicable law and permitted under the court order or subpoena, NWEA shall make a reasonable effort to notify Subscriber of such court order or subpoena.
- Consistent with 20 U.S.C. 1232g(b)(1)(F), 34 C.F.R 99.31(a)(6) and other applicable law NWEA may share Student Education Records to organizations conducting certain studies for educational institutions, provided any such studies are: (i) conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the organization that have legitimate educational interests in the information; (ii) the information is destroyed when no longer needed for which the purposes for which the studies were conducted; and (iii) NWEA enters into a written agreement with such party that: (a) specifies the purpose, scope and duration of the studies and the information to be disclosed; (b) disclosure that involves records or information about students from more than one district requires the informed written consent of the Department and any disclosure that involves one Subscriber requires the informed written consent of that Subscriber; (c) requires the party to use Student Education Records only to meet the purpose or purposes of the study as written; (d) requires the party to conduct the study in a manner that does not permit personal identification of parents and students by individuals other than representatives of the organization that have legitimate educational interests in the information; (e) requires the party to destroy all Student Education Records when the information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed; (f) requires the party to safeguard the information using industry standard security and privacy controls; and (g) requires the party to not sell any Student Education Records or use the information for targeted advertising as defined by applicable law.
- NWEA may share Student Education Records with third parties that a Subscriber has authorized.
- NWEA may also disclose Student Education Records to its legal counsel solely in connection with legal advice and subject to executed confidentiality agreements.

NWEA does not sell Student Education Records to third parties for their commercial use and does not use such data to target advertisement at students. NWEA does not share, sell, rent, or transfer Student Education Records other than as described in the Master Subscription Agreement and this Policy.

NWEA does not publicly disseminate Student Education Records submitted by Users. NWEA permits Users to share comments and feedback in the Assessment System. NWEA does not publicly disseminate those comments and feedback outside of the Assessment System. Third-parties are prohibited from storing Student Education Records outside the borders of the United States of America.

Erasure, Rectification, Access & Portability of Student Education Records

Users or parents of such Users (if a User is a minor) may review and amend Student Education Records of such User by contacting the Subscriber and following the Subscriber's procedures for amending such User's Student Education Records. NWEA will not make any changes to any Student Education Records without the applicable Subscriber's express written permission, and then, only in accordance with applicable law.

Security

NWEA develops and implements privacy and information security measures aligned to NIST Cybersecurity Framework to protect the confidentiality, integrity, and availability of partner personal data. In doing so, personal data is stored and processed in a manner that is designed to ensure the appropriate security of Student

Education Records, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical and organizational measures. Further information on NWEA's data security measures can be found here: <https://legal.nwea.org/map-growth-information-security-whitepaper.html>.

Please be aware that despite NWEA's efforts, no data security measures can guarantee 100% security. Users should take steps to protect against unauthorized access to their password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. NWEA is not responsible for any lost, stolen, or compromised passwords or for any activity on a User's account via unauthorized password activity.

Data Retention & Destruction

NWEA retains Student Education Records for the length of time necessary to meet NWEA's contractual and legal commitments to Subscribers. These commitments generally extend past the end date of contractual agreements as Subscribers may need continued access to Student Education Records and educational data for reporting; and many Subscribers resume their subscriptions later and want their historical Student Education Records intact for longitudinal growth studies or legal compliance. All Student Education Records are stored in facilities located within the borders of the United States of America.

NWEA honors Subscribers' requests to delete Student Education Records. To request that Student Education Records relating to a particular Subscriber and/or User(s) be deleted, Subscriber shall send a written request to NWEA via email to legalservices@nwea.org and include the following: (i) requestor's name, title, and contact information; (ii) the name of requestor's school or entity with NCES number (if available); (iii) a request to delete Subscriber's Student Education Records; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request. NWEA will subsequently contact Subscriber to confirm the destruction request before executing the destruction request. NWEA retains Anonymized Data indefinitely for the purposes stated in this Policy.

Links to Third-Party Websites and Services

Users accessing the Assessment System, NWEA documentation, and/or NWEA sites may find links to external websites and applications owned and operated by other organizations. NWEA is not responsible for and has no control over the content or privacy policy of any linked site. NWEA encourages Users to read the privacy statements of any linked site as its privacy policy may differ from NWEA's.

General Data Protection Regulation (GDPR)

NWEA complies with all applicable laws governing international partners, including the GDPR. Information regarding GDPR compliance is described in the [NWEA MAP® Growth™ GDPR Overview](#) and our [International Master Subscription Agreement](#). Subscribers subject to the GDPR need to obtain informed consent for the collection, processing, and transfer of personal data under our agreement with them. NWEA's Explicit Consent to Process Data Form can be found [here](#). Subscribers should submit these completed forms to legalservices@nwea.org.

Updates

NWEA may periodically revise this Policy from time to time and will make updated version of this Policy available [here](#). However, NWEA will not make material changes to this Policy without first providing notice to Subscriber as provided in the Master Subscription Agreement. Notwithstanding the foregoing, should laws and regulations change to regarding the collection, use, or distribution of Student Education Records, NWEA shall

be permitted to make appropriate changes to this Policy to comply with the laws and regulations without issuing prior notice to Subscriber.

Additional questions regarding this Policy can be sent to:

Jacob Carroll – Sr Director, Privacy & Information Security

NWEA

121 NW Everett Street

Portland, Oregon 97209

503-624-1951

legalservices@nwea.org

Document Effective Date: November 15, 2020

Last Modified: October 14, 2020

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: OR**
- Other. Please identify country: _____**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

Certificate Of Completion

Envelope Id: 75AD6F0892ED468E8BF2B33AFFB093E7

Status: Completed

Subject: Please DocuSign This Document

Source Envelope:

Document Pages: 79

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Pender Makin

AutoNav: Enabled

Pender.Makin@maine.gov

Envelopeld Stamping: Disabled

IP Address: 64.207.219.8

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Pender Makin

Location: DocuSign

2/26/2021 11:51:33 AM

Pender.Makin@maine.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO Maine Department of Education

Location: DocuSign

Signer Events

Signature

Timestamp

Pender Makin



Signature Adoption: Pre-selected Style
Using IP Address: 174.196.194.120

Sent: 2/26/2021 11:51:36 AM

Pender.Makin@maine.gov

Viewed: 2/26/2021 11:51:52 AM

Commissioner

Signed: 2/26/2021 11:52:31 AM

Carahsoft OBO Maine Department of Education

Freeform Signing

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Georgette Valliere



Sent: 2/26/2021 11:52:33 AM

georgette.valliere@maine.gov

Carahsoft OBO Maine Department of Education

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Janette Kirk



Sent: 2/26/2021 11:52:33 AM

janette.kirk@maine.gov

Carahsoft OBO Maine Department of Education

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/26/2021 11:51:36 AM
Certified Delivered	Security Checked	2/26/2021 11:51:52 AM
Signing Complete	Security Checked	2/26/2021 11:52:31 AM
Completed	Security Checked	2/26/2021 11:52:33 AM

Payment Events	Status	Timestamps
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