

## **SUPPLEMENTAL TERMS TO THE NWEA® AGREEMENT**

Rev. January 31, 2023

### **PRODUCT SUPPLEMENTAL TERMS**

(Note: all capitalized terms not defined in these Supplemental Terms below have the meanings ascribed to them in the [Master Subscription Agreement or the End User Subscription Agreement \(each referred to as the “Agreement”\)](#) to which these Supplemental Terms are incorporated by reference.)

**MAP® Growth™.** By using MAP® Growth™, Subscriber agrees to the following:

Excluding Summer test administration, Subscriber shall not administer more than three MAP® Growth™ test events per license in a single academic year, except for MAP® Growth™ K-2 Skills Checklist which can be administered without such academic year limitation. Additionally, Subscriber may administer one summer test event per license per academic year. MAP® Growth™ may require installation of the secure browser (“Secure Browser”) on a PC or the “Secure Testing App for iPad or Chromebook. Accordingly, NWEA grants to Subscriber a nonexclusive, nontransferable sublicense to install the Secure Browser for Subscriber's internal use only in connection with the Subscription and only during the period specified in an applicable Schedule. Use of the Secure Browser sublicense extends only to the quantity of licenses indicated on an applicable Schedule. Subscriber shall provide to NWEA its student and class information in a Class Roster File (“Roster File”) for each test window in the approved format. Subscribers must import the Roster File at least one (1) week before Subscriber's first day of testing.

**MAP® Reading Fluency™.** By using MAP® Reading Fluency™, Subscriber agrees to the following:

Subscriber is responsible for providing all hardware, including headsets with boom microphones, necessary to complete the test administration. For the avoidance of doubt, built in microphones and in-line microphones are not supported. MAP® Reading Fluency™ is supported on (i) any Chrome browser on any desktop, laptop, or Chromebook; and (ii) via an iOS application for testing on an iPad or iPad Mini or as otherwise set forth in applicable technical specifications.

**MAP® Accelerator™.** By using MAP® Accelerator™, Subscriber agrees to the following:

Subscriber's use of MAP® Accelerator™ is subject to the [supplemental terms and conditions](#) (the “MAP Accelerator Terms”) which may modify NWEA's Agreement (the “Service”). The Service is provided by Khan Academy, Inc., a California 501(c)(3) organization (“Khan”), through Khan's website located at <http://khanacademy.org> and related application programming interfaces (API's), mobile applications, and online services (“Website”).

Each student, teacher, leader, aide, or other similar personnel enrolled in the Service will be registered with an individual user account on the Khan Academy Website, use of which is governed exclusively by the Khan Academy Website Terms of Service (<https://www.khanacademy.org/about/tos>) and Privacy Policy (<https://www.khanacademy.org/about/privacy-policy>), as further described in the MAP Accelerator Terms. These accounts will enable users to access all of Khan Academy's standard features and will remain in effect following the end of the Subscription term.

Subscriber hereby grants permission for NWEA to disclose to Khan data related to the use of MAP® Accelerator™, including, but not limited to, Student Education Records and Demographic Data, for Khan's use in connection with the Service and in Khan Website accounts established (or Linked) in

connection therewith, as further provided in the MAP Accelerator Terms. Subscriber further grants permission for NWEA to disclose to Khan the contract terms agreed and proposed to be agreed between Subscriber and NWEA with respect to the Service and the Terms applicable to the MAP® assessment to which the Service relates.

Rostering and account provisioning support will be provided through Clever Inc.'s SecureSync service. Subscriber acknowledges that use of MAP® Accelerator™ is contingent upon Subscriber rostering through Clever. Subscriber's use of Clever is subject to the terms and conditions of the agreement between Subscriber and Clever and NWEA and Khan Academy assume no liability for claims or damages resulting from Subscriber's use of Clever. Subscriber confirms instruction to roster students based on the data provided to NWEA and Khan Academy, respectively, via Clever SecureSync and hereby grants permission for NWEA and Khan Academy to share information via Clever for account administration purposes.

### **Learning Continuum.**

Learning Continuum is comprised of "Learning Statements". By using Learning Continuum, Subscriber agrees to the following:

If the Learning Statements are downloaded to Subscriber's organization or school district via a secure password protected intranet or private workspace, it may reproduce the Learning Statements without NWEA's express written permission provided: (i) the use is for non-commercial purposes only; (ii) Subscriber does not modify any information or image; (iii) access is password protected and is limited only to Subscriber's authorized agents; and (iv) Subscriber includes the copyright notice contained in the Learning Continuum.

Subscriber shall not use the Learning Statements within the Learning Continuum as a basis for alignment to any third-party products or services. If Subscriber conducts unauthorized alignments, it shall hold NWEA harmless and indemnify NWEA from any claims or lawsuits that arise from its alignment. NWEA only supports the Learning Statements in their original format. NWEA is not obligated to support any changes to the Learning Statements made by Subscriber or any third party. In addition to Section 19 (Disclaimer) of the Agreement, neither NWEA nor its vendors warrant the accuracy, completeness, or usefulness of this report and NWEA expressly disclaims all liability and responsibility arising from reliance on the Learning Continuum.

**MAP® Growth Report.** The Growth Report contains Student Education Records that may be subject to Subscriber's student data privacy and security policies and applicable state and federal student privacy laws. In addition to Section 19 (Disclaimer) of the Agreement, neither NWEA nor its vendors warrant the accuracy, completeness, or usefulness of this report and NWEA expressly disclaims all liability and responsibility arising from reliance on the report.

**Insight Report.** The Insight Report does not contain any Student Education Records but does contain the names of those schools where the data is generated. In addition to Section 19 (Disclaimer) of the Agreement, neither NWEA nor its vendors warrant the accuracy, completeness or usefulness of the MAP® Insight Reports and NWEA expressly disclaims all liability and responsibility arising from any reliance placed on the information in such reports. NWEA uses current NWEA norms and Subscriber's MAP® Growth™ data to produce graphics and supporting analysis provided in the report.

**Instructional Report.** The Instructional Report does not contain any Student Education Records but does contain the names of those schools where the data is generated. In addition to Section 19 (Disclaimer) of the Agreement, neither NWEA nor its vendors warrant the accuracy, completeness or

usefulness of the Instructional Report and NWEA expressly disclaims all liability and responsibility arising from any reliance placed on the information in such reports.

**Similar Schools Report.** The Similar Schools Report contains Student Education Records that may be subject to Subscriber's student data privacy and security policies and applicable state and federal privacy laws. In addition to Section 19 (Disclaimer) of the Agreement, neither NWEA nor its vendors warrant the accuracy, completeness, or usefulness of this report and NWEA expressly disclaims all liability and responsibility arising from reliance on the report.

**Onsite and Virtual Services.** Subscriber's receipt of onsite and virtual Services is subject to the Services-specific terms for [NWEA® Onsite and Virtual Services](#) which are incorporated herein by reference.

## **NWEA® CERTIFIED TRAINER AND CAPACITY BUILDING PROGRAM**

"Regional Model" Cohort includes participants from any District

"District Model" Cohort includes participants from the same District

"Blended" means both onsite and virtual delivery

"Cohort" means a group of up to 30 participants

### **Certified Trainer Model.**

The NWEA Certified Trainer Model provides Subscribers with unique geographic or organizational needs the opportunity to certify individuals to use and deliver Professional Learning, within the scope of their responsibility, using NWEA resources, methods, and published content for a specific workshop or product.

Subscriber participants will be provided a cadence of learning opportunities that includes Blended learning, formative assessment practices, and analyzing data to improve instruction.

*The following certifications are available by Product as follows:*

*MAP® Growth™.* Certifications available for (i) Applying Reports; and (ii) Information Instruction

*MAP® Reading Fluency™.* Certifications available for (i) MAP® Reading Fluency™ Basics and Essential Reports; and (ii) MAP® Reading Fluency™ Informing Instruction

*MAP® Accelerator™.* Certifications available for (i) Using Results; and (ii) Setting Goals

*Certification includes the following:* (i) a once yearly needs assessment call with district or school lead to determine scope and sequence of onboarding and certification needs; and (ii) twice yearly Perceptions and Practices Survey to measure the impact of your provided Professional Learning within your organization; and (iii) onboarding in year 1 (per workshop certification) which includes (a) online course to provide information and training on product and workshop material; and (b) a cadence of up to five (5) 2-hour collaborative learning sessions with other Certified Trainers and NWEA to learn the product, the assets, and practice facilitation per workshop; and (iv) recertification in following years (per workshop certification) which includes (a) online course to provide information and training on Product and workshop material updates; and (b) a cadence of up to two (2) 2-hour collaborative learning sessions with other Certified Trainers and NWEA to learn the workshop updates and practice facilitation; and (v) quarterly newsletter and webinar on NWEA updates throughout the year.

*Subscriber Requirements:* Requirements are as follows: (i) Trainer Surveys completed at the end of each workshop/delivery; and (ii) selection of exceptional candidates for program; and (iii) participant surveys completed at the end of each workshop/delivery; and (iv) minimum of 10 workshops delivered per year to be recertified in that content; and (v) attendance at 2 quarterly webinars per year.

*Mandatory in order to recertify and continue in the program.* Pricing includes: (i) needs assessment call with Professional Learning lead for consultation and planning; and (ii) up to 5 collaborative learning sessions per workshop certification; and (iii) Perceptions and Practices Survey (twice yearly) to measure impact; and (iv) use of NWEA's Licensed Materials; and (v) subscription to Professional Learning Online; and (vi) workshop materials to facilitate learning; and (vii) access to NWEA sandbox account for demonstration of data and reports; and (viii) quarterly newsletters about updates to NWEA Products and programs; and (viii) access to a Certified Trainer email for dedicated support.

**Capacity Building Model.** The NWEA Capacity Building Model deepens the understanding of using data to improve and support instruction in order for Subscribers to share knowledge and support colleagues to affect student outcomes.

Participants will be provided a cadence of learning opportunities that include collaborative learning sessions, as well as virtual application of learning sessions.

*Certification Includes the following:*

*Professional Learning Modality.* Through either virtual, onsite, or Blended delivery, participants will engage in learning together focused on assessment literacy, formative assessment and/or MAP® Growth™ specific content. Includes (i) up to 8 (3-hour) virtual or 4 (6-hour) onsite intensive small group professional learning sessions targeted toward the needs of your district; and (ii) up to 3 (1-hour) virtual coaching sessions after the Professional Learning has occurred, to improve practice, measure efficacy, and evaluate the impact on student learning; and (iii) this program is best suited for a max of 30 participants.

*Virtual Only Model Includes:* (i) evaluation consultation to determine the needs of the district; and (ii) twice yearly Perceptions and Practices Survey to measure the impact of your provided Professional Learning within your organization. (District Model only); and (iii) personalized learning path and review sessions; and (iv) up to 8 (3-hour) virtual intensive small group Professional Learning sessions targeted toward the needs of the district; and (v) 3 (1-hour) virtual Coaching sessions for cadres of 30 participants; and (vi) professional Learning (PL) Online Access for one year.

## **MULTI-YEAR ORDER TERMS**

**Payment Terms.** In the event Subscriber has entered into a multi-year Schedule with NWEA, Subscriber shall pay the fees for the Products in accordance with the terms in the Schedule and the Agreement for the applicable Subscription Period, whichever is applicable.

**Termination Under a Multi-Year.** The Schedule and the Agreement remains in effect until terminated. Neither party may terminate the Agreement without cause. In the event that after the first 12 months of a Subscription Period, or during a Renewal Period, the amount necessary to pay the Fee, or Fees, are not included in Subscriber's budget appropriation for the applicable period, Subscriber may terminate the current Schedule, provided that Subscriber (a) uses best efforts to seek and obtain the necessary amount to meet Subscriber's payment obligations hereunder in each applicable budget appropriation; (b) notifies NWEA of its intent to terminate this Agreement within

60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) does not, and hereby agrees that Subscriber will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.