Renaissance

PO Box 8036, Wisconsin Rapids, WI 54495-8036 Phone: (800) 338-4204 | Fax: (877) 280-7642 Federal I.D. 39-1559474

www.renaissance.com

Quote #: RPRNQ2935450

Reference ID: 645548 Subscription Ends:

6/30/2023

Lincolnwood School District 74 - 180155

6950 N East Prairie Rd Lincolnwood, IL 60712-2554

Contact: Jennifer Ruttkay - (847) 675-8234

Email: jruttkay@sd74.org

Quote Summary				
School Count: 1				
Renaissance Products & Services Total	\$7,812.48			
Applied Discounts	\$(732.42)			
Shipping and Processing	\$0.00			
Sales Tax	\$0.00			
Grand Total	USD \$7,080.06			

This quote includes: FastBridge.

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized
 Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at
 https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy
 https://docs.renaissance.com/R63870
 directed to you as the school official responsible for authorizing the use of the
 Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice https://docs.renaissance.com/R63871

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Lincolnwood School District 74 - 180155	
Ted Loll	Ву:	
Name: Ted Wolf	Name:	
Title: VP - Corporate Controller	Title:	
Date: 5/3/2023	Date:	
	Invoice Date:	

Email: electronicorders@renaissance.com

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If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

Renaissance

Subscription Renewal

PO Box 8036, Wisconsin Rapids, WI 54495-8036 Phone: (800) 338-4204 | Fax: (877) 280-7642 Federal I.D. 39-1559474 www.renaissance.com

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All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote Details								
Lincolnwood School District 74 - 180155								
Products & Services	Subscription Period	Quantity	Unit Price	Total				
Applications								
FastBridge Subscription	07/01/2023 - 06/30/2024	939	\$8.32	\$7,812.48				
Professional Services								
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00				
Lincolnwood School District 74 Subtotal		\$7,812.48						
Applied Discounts		\$(732.42)						
Lincolnwood School District 74 Total		USD \$7,080.06						

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AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND RENAISSANCE LEARNING, INC.

This Amendment is entered into as of June 1, 2023, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Renaissance Learning, Inc. ("Renaissance") pursuant to Quote # RPRNQ2935450*, and the Renaissance Terms of Service and License (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

- 1. <u>Terms and Conditions</u>. This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Renaissance shall not materially modify or amend the Agreement (see www.renaissance.com) during the term of this Agreement or any extension thereof, without providing written notice.
- 2. <u>Auto-Renewal</u>. The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.
- 3. <u>FOIA/OMA.</u> School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Renaissance prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Renaissance acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
- 4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Renaissance hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and Renaissance waives any objection that this venue is not convenient. Any references to binding arbitration, the waiver of the right to a jury trial, or the waiver of claims which may be litigated on a class or representative basis shall be deleted from the Agreement as it currently exists or as it may be modified or amended in the future.
- 5. <u>Illinois Student Privacy Laws.</u> In addition to its obligation to maintain student data in accordance with applicable federal laws, Renaissance shall also maintain all student data obtained from School District in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 et seq.); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 et seq.) (herein "SOPPA"). In accordance with SOPPA, the School District and Renaissance have separately executed a "Standard Student Data Privacy Agreement" IL-NDPA.

- 6. <u>Insurance</u>. During the term of this Agreement and any renewal thereof, Renaissance shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.
- 7. <u>Authority to Execute</u>. Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

RENAISSANCE LEARNING, INC.

Date: May 4, 2023

By: ______ By: _____ Its: _____ VP, Global Controller

BOARD OF EDUCATION OF

Date: _____

LINCOLNWOOD SCHOOL DISTRICT 74