



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FINANCE COMMITTEE MEETING AGENDA
THURSDAY, JULY 22, 2021 AT **6:30 PM**

BOARD OF EDUCATION
Scott L. Anderson, President
Kevin Daly, Vice President
John P. Vranas, Secretary
Myra A. Foutris
Elaina Geraghty
Rupal Shah Mandal
Peter D. Theodore

ADMINISTRATION
Dr. Kimberly A. Nasshan, Superintendent of Schools
Dr. David Russo, Assistant Superintendent for Curriculum and Instruction
Courtney Whited, Business Manager/CSBO

*Agenda of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, to be held in the Marvin Garlich Administration Building
6950 N. East Prairie Road
Lincolnwood, Illinois 60712,
on Thursday, July 22, 2021.*

IN-PERSON PARTICIPATION: It is expected that all members of the Finance Committee, plus several administrators, will be physically present at the Administration Building located at 6950 N. East Prairie Road, Lincolnwood, IL. The July 22, 2021 Finance Committee meeting will be broadcast through ZOOM video conferencing for Public Audience to Visitors. Members of the public are encouraged to utilize ZOOM video conferencing if possible. ZOOM Tech Check at 6:15 p.m.

Join the meeting via ZOOM app (video and audio): Meeting ID: # 828 5880 7883
(Link: <https://sd74-org.zoom.us/j/82858807883>)

or

Join the meeting via phone (audio only): Step #1: Dial 1-312-626-6799; Step #2: Enter Meeting ID: # 828 5880 7883

1. CALL TO ORDER/ROLL CALL

FINANCE COMMITTEE MEMBERS

Kevin Daly (BOE), Chair
Peter D. Theodore (BOE), Co-Chair
John P. Vranas (BOE)
Michael Bartholomew, Community Member
Reuben George, Community Member
Maja Kenjar, Community Member
Jason Oleniczak, Community Member
Steven Pawlow, Community Member

ADMINISTRATORS/STAFF

Dr. Kimberly A. Nasshan, Superintendent of Schools
Dr. David L. Russo, Assistant Superintendent of Curriculum and Instruction
Courtney Whited, Business Manager/CSBO

2. AUDIENCE TO VISITORS

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **JUNE 10, 2021**

Motion by member: _____ Seconded by: _____

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

a. Fund Balance Report - **MAY 2021**

5. OLD BUSINESS

a. INFORMATION/DISCUSSION/ACTION: Tentative Budget for Fiscal Year 2022

6. NEW BUSINESS

a. INFORMATION/DISCUSSION/ACTION: Resolution Regarding IDOT Hazardous Transportation Routes

b. INFORMATION/DISCUSSION/ACTION: Blackboard Inc. Website & Mobile App 2020-21 Contract

c. INFORMATION/DISCUSSION/ACTION: Neptune Navigate Educate Tier 2 Subscription

d. INFORMATION/DISCUSSION/ACTION: Newsela Essentials Renewal 2021-2022

e. INFORMATION/DISCUSSION/ACTION: Rosetta Stone© Foundations for K-12 Renewal

f. INFORMATION/DISCUSSION/ACTION: Renewal of Discovery Education, Inc. for the 2021-2022 School Year

g. INFORMATION/DISCUSSION/ACTION: Renewal of Achieve3000's Actively Learn for the 2021-2022 School Year

h. INFORMATION/DISCUSSION/ACTION: Renewal of IXL Learning for the 2021-2022 & 2022-2023 School Years

i. INFORMATION/DISCUSSION/ACTION: AT&T Business Long Distance Contract Renewal

j. INFORMATION/DISCUSSION/ACTION: Resolution to Abate \$6,000,000 from Working Cash to Capital Projects

7. ADJOURNMENT

Motion by Member: _____ Seconded by: _____

Dr. Kimberly A. Nasshan, Superintendent of Schools

Lincolnwood School District 74 is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or facility, are requested to contact the District Office at 847-675-8234 promptly to allow Lincolnwood School District 74 to make reasonable accommodations for those persons.



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FINANCE COMMITTEE MEETING MINUTES
THURSDAY, JUNE 10, 2021 AT **6:30 PM**

BOARD OF EDUCATION
Scott L. Anderson, *President*
Kevin Daly, *Vice President*
John P. Vranas, *Secretary*
Myra A. Foutris
Elaina Geraghty
Rupal Shah Mandal
Peter D. Theodore

ADMINISTRATION
Dr. Kimberly A. Nasshan, *Superintendent of Schools*
Dr. David Russo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

*Minutes of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, was held in the Lincoln Hall Band Room #108
6855 North Crawford, Lincolnwood, IL 60712,
on Thursday, June 10, 2021
with ZOOM Video Conferencing available on Thursday, June 10, 2021.*

1. CALL TO ORDER/ROLL CALL.

Chairman Daly called the Finance Committee meeting to order at 6:33 p.m.

FINANCE COMMITTEE MEMBERS

Kevin Daly (BOE), Chair
Peter D. Theodore (BOE), Co-Chair
Michael Bartholomew, Community Member
Reuben George, Community Member
Maja Kenjar, Community Member
Jason Oleniczak, Community Member
Steven Pawlow, Community Member

FINANCE COMMITTEE MEMBERS NOT PRESENT

John P. Vranas (BOE)

ADMINISTRATORS/STAFF

Dr. Kimberly A. Nasshan, Superintendent of Schools
Dr. David L. Russo, Assistant Superintendent of Curriculum and Instruction
Courtney Whited, Business Manager/CSBO (via Zoom)
Chris Edman, Director of Technology

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **May 20, 2021**

A motion was made, seconded and passed to approve the minutes from the May 20, 2021 Finance Committee meeting.

4. FUND BALANCE REPORT

a. Fund Balance Report - **APRIL 2021**

Courtney Whited, Business Manager/CSBO, presented the April 2021 Fund Balance Report.

5. OLD BUSINESS

a. Draft of Fiscal Year 2022 Tentative Budget

Courtney Whited, Business Manager/CSBO, presented the Draft of Fiscal Year 2022 Tentative Budget. Courtney projected the revenues along with expenditures by fund in FY22 providing explanations for how she arrived at the figures presented. She concluded with projections for revenues resulting in a projection for fund balances on June 30, 2021. She explained the District's obligation for the Molloy Education Center renovations as reason to transfer funds from Working Cash to Capital Projects. The Committee asked Courtney to explain how these projections compare to the Board Policy on fund balance at the July meeting. The committee asked to see the delta if the same percentage of revenue increase and expenditure decrease that she has seen from projections in the past couple of years plays out this year.

6. NEW BUSINESS

a. Amendment to Contract for Transportation Services August 1, 2021 - July 31, 2022

A motion was made, seconded and passed that the Finance Committee concurs to recommend to the Board of Education to approve the Amendment to Contract for Transportation Services with First Student, Inc. for August 1, 2021-July 31, 2022, as presented.

b. Illinois Public Risk Fund (IPRF) Workers' Compensation Plan 2021-22

A motion was made, seconded and passed that the Finance Committee concurs to recommend to the Board of Education to approve the Illinois Public Risk Fund (IPRF) Workers' Compensation Plan renewal for 2021-22 in the amount of \$88,790.

c. 2021-22 Collective Liability Insurance Cooperative (CLIC) Property/Casualty Insurance Renewal

A motion was made, seconded and passed that the Finance Committee concurs to recommend to the Board of Education to renew the 2021-22 Property/Casualty and Fiduciary Liability insurance with Collective Liability Insurance Cooperative (CLIC) in the amount of \$95,427 and \$2,150, respectively.

d. Forecast5 Renewal

A motion was made, seconded and passed that the Finance Committee concurs to recommend to the Board of Education to approve the Forecast5 Analytics amendment and invoice in the amount of \$13,334.

e. Working Cash Abatement to Capital Projects

A motion was made, seconded and passed that the Finance Committee concurs to recommend to the Board of Education to approve the resolution abating a portion of the Working Cash Fund and Directing the Transfer of \$1,009,78 to the Capital Projects Fund for the purpose of paying the \$1,009,787 invoice from NTDSE for the Molloy Renovation Project.

7. District Finance Update

1. An update was given on the Northeast Industrial (NEID) TIF. Currently, the payment date is stated as June or July.
2. The District will be keeping an eye on the Tort Fund 80 to keep it from going negative.
3. On May 31, 2021, the Illinois General Assembly passed Senate Bill 508 (SB 508) intended to amend Property Tax Extension Limitation Law (PTELL). It would allow taxing districts to recoup funds lost due to refunds from assessment reductions granted in the prior 12-month period.

8. ADJOURNMENT

A motion was made, seconded and passed to adjourn the Finance Committee meeting.

The Finance Committee meeting was adjourned at 7:38 p.m.

The next Finance Committee meeting will be Thursday, June 22 , 2021 at 6:30 p.m. The public is welcome.

Kevin Daly, Chairman

John P. Vranas, Member

Lincolnwood School District 74

Fund Balances

Fiscal Year: 2020-2021

Month: May
 Year: 2021
 Fund Type:

Include Cash Balance
 FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
10	EDUCATIONAL	\$9,669,194.51	\$20,806,414.08	(\$16,378,506.32)	\$0.00	\$14,097,102.27
20	OPERATIONS & MAINTENANCE	\$2,769,201.94	\$2,169,562.20	(\$1,805,059.04)	\$0.00	\$3,133,705.10
30	DEBT SERVICE	\$826,111.00	\$1,727,658.27	(\$1,376,950.00)	\$57,523.85	\$1,234,343.12
40	TRANSPORTATION	\$931,371.24	\$1,092,605.32	(\$684,870.16)	\$0.00	\$1,339,106.40
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$401,893.97	\$264,488.93	(\$248,505.12)	\$0.00	\$417,877.78
52	SOCIAL SECURITY AND MEDICARE	(\$185,164.17)	\$363,249.29	(\$263,842.36)	\$0.00	(\$85,757.24)
60	CAPITAL PROJECTS	\$1,603,456.55	\$9,027.05	(\$860,194.50)	\$0.00	\$752,289.10
70	WORKING CASH	\$402,694.04	\$12,932.97	\$0.00	\$7,002,525.75	\$7,418,152.76
80	TORT IMMUNITY	\$64,776.15	\$81,467.95	\$2,599.00	\$0.00	\$148,843.10
90	FIRE PREVENTION & SAFETY	\$4,398,542.90	\$553,795.47	(\$969,802.33)	\$0.00	\$3,982,536.04
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$20,882,078.13	\$27,081,201.53	(\$22,585,130.83)	\$7,060,049.60	\$32,438,198.43

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 05/31/2021

Fiscal Year: 2020-2021

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$31,912,625.04
Imprest Fund (+)	\$15,073.82
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$31,927,798.86
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DUE FROM OTHER GOVERNMENTS

Inter-Governmental Loans (+)	(\$467.03)
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Sub-total : DUE FROM OTHER GOVERNMENTS	(\$467.03)
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Total : ASSETS	\$31,927,331.83
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LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+)	\$75,839.67
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Sub-total : ACCOUNTS PAYABLE	\$75,839.67
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OTHER CURRENT LIABILITIES

Other Liabilities (+)	\$33,207.52
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Payroll Liabilities (+)	(\$619,913.79)
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Sub-total : OTHER CURRENT LIABILITIES	(\$586,706.27)
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Total : LIABILITIES	(\$510,866.60)
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FUND BALANCE

Unreserved Fund Balance

Fund Balance (+)	\$20,882,078.13
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Sub-total : Unreserved Fund Balance	\$20,882,078.13
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NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+)	\$11,556,120.30
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Sub-total : NET INCREASE (DECREASE)	\$11,556,120.30
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Total : FUND BALANCE	\$32,438,198.43
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Total LIABILITIES + FUND BALANCE	\$31,927,331.83
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End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 05/01/2020 through 05/31/2021

Fiscal Year: 2020-2021

	<u>05/01/2020 - 05/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	\$23,250,925.06	\$23,250,925.06	\$21,886,397.89	(\$1,364,527.17)	106.2%
Payments in Lieu of Taxes (+)	\$782,407.48	\$782,407.48	\$608,000.00	(\$174,407.48)	128.7%
Tuition Payments Received (+)	\$169,341.70	\$169,341.70	\$173,400.00	\$4,058.30	97.7%
Interest Revenue Received (+)	\$209,213.08	\$209,213.08	\$526,040.00	\$316,826.92	39.8%
Sales to Pupils & Adults (+)	\$56,836.92	\$56,836.92	\$220,000.00	\$163,163.08	25.8%
Activity Fees Received (+)	\$98,833.11	\$98,833.11	\$82,800.00	(\$16,033.11)	119.4%
Rental Revenue (+)	\$108,326.92	\$108,326.92	\$80,500.00	(\$27,826.92)	134.6%
Other Local Revenue (+)	\$106,266.12	\$106,266.12	\$124,811.11	\$18,544.99	85.1%
Sub-total : LOCAL SOURCES	\$24,782,150.39	\$24,782,150.39	\$23,701,949.00	(\$1,080,201.39)	104.6%
STATE SOURCES					
State Grants & Aid Received (+)	\$1,523,023.51	\$1,523,023.51	\$1,550,000.00	\$26,976.49	98.3%
Sub-total : STATE SOURCES	\$1,523,023.51	\$1,523,023.51	\$1,550,000.00	\$26,976.49	98.3%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$776,027.63	\$776,027.63	\$784,764.00	\$8,736.37	98.9%
Sub-total : FEDERAL SOURCES	\$776,027.63	\$776,027.63	\$784,764.00	\$8,736.37	98.9%
Total : REVENUE	\$27,081,201.53	\$27,081,201.53	\$26,036,713.00	(\$1,044,488.53)	104.0%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	\$5,575,212.74	\$5,575,212.74	\$7,167,047.79	\$1,591,835.05	77.8%
Employee Benefits (-)	\$932,176.43	\$932,176.43	\$1,307,880.64	\$375,704.21	71.3%
Purchased Services (-)	\$133,986.63	\$133,986.63	\$193,700.00	\$59,713.37	69.2%
Termination Benefits (-)	\$413,582.69	\$413,582.69	\$469,295.00	\$55,712.31	88.1%
Supplies & Materials (-)	\$192,309.59	\$192,309.59	\$409,143.00	\$216,833.41	47.0%
Capital Expenditures (-)	\$121,807.47	\$121,807.47	\$102,884.00	(\$18,923.47)	118.4%
Other Objects (-)	\$598.00	\$598.00	\$0.00	(\$598.00)	0.0%
Non-Capitalized Equipment (-)	\$18,268.11	\$18,268.11	\$67,000.00	\$48,731.89	27.3%
Sub-total : REGULAR K-12 PROGRAMS	(\$7,387,941.66)	(\$7,387,941.66)	(\$9,716,950.43)	(\$2,329,008.77)	76.0%
PRE-K PROGRAMS					
Salaries (-)	\$177,840.40	\$177,840.40	\$232,068.08	\$54,227.68	76.6%
Employee Benefits (-)	\$67,815.06	\$67,815.06	\$94,062.42	\$26,247.36	72.1%
Purchased Services (-)	\$0.00	\$0.00	\$200.00	\$200.00	0.0%
Supplies & Materials (-)	\$1,390.22	\$1,390.22	\$2,995.00	\$1,604.78	46.4%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : PRE-K PROGRAMS	(\$247,045.68)	(\$247,045.68)	(\$330,825.50)	(\$83,779.82)	74.7%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	\$783,287.68	\$783,287.68	\$1,180,669.00	\$397,381.32	66.3%
Employee Benefits (-)	\$229,011.61	\$229,011.61	\$386,780.00	\$157,768.39	59.2%
Purchased Services (-)	\$1,327.21	\$1,327.21	\$500.00	(\$827.21)	265.4%
Supplies & Materials (-)	\$1,652.52	\$1,652.52	\$5,000.00	\$3,347.48	33.1%
Capital Expenditures (-)	\$4,799.00	\$4,799.00	\$2,000.00	(\$2,799.00)	240.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 05/01/2020 through 05/31/2021

Fiscal Year: 2020-2021

	<u>05/01/2020 - 05/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$180.00	\$180.00	\$500.00	\$320.00	36.0%
Non-Capital Equipment (-)	\$2,102.52	\$2,102.52	\$1,000.00	(\$1,102.52)	210.3%
Sub-total : SPECIAL ED PROGRAMS K-12	(\$1,022,360.54)	(\$1,022,360.54)	(\$1,576,449.00)	(\$554,088.46)	64.9%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	\$365,761.40	\$365,761.40	\$480,490.00	\$114,728.60	76.1%
Employee Benefits (-)	\$57,133.75	\$57,133.75	\$78,348.80	\$21,215.05	72.9%
Purchased Services (-)	\$34,583.50	\$34,583.50	\$35,000.00	\$416.50	98.8%
Supplies & Materials (-)	\$4,740.42	\$4,740.42	\$6,542.00	\$1,801.58	72.5%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$462,219.07)	(\$462,219.07)	(\$600,380.80)	(\$138,161.73)	77.0%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	\$0.00	\$0.00	\$25,060.00	\$25,060.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$8,225.00	\$8,225.00	0.0%
Supplies & Materials (-)	\$80.90	\$80.90	\$1,500.00	\$1,419.10	5.4%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Other Objects (-)	\$3,500.00	\$3,500.00	\$0.00	(\$3,500.00)	0.0%
Sub-total : INTERSCHOLASTIC PROGRAMS	(\$3,580.90)	(\$3,580.90)	(\$35,785.00)	(\$32,204.10)	10.0%
SUMMER SCHOOL PROGRAMS					
Supplies & Materials (-)	\$36.00	\$36.00	\$0.00	(\$36.00)	0.0%
Sub-total : SUMMER SCHOOL PROGRAMS	(\$36.00)	(\$36.00)	\$0.00	\$36.00	0.0%
GIFTED PROGRAMS					
Salaries (-)	\$188,920.68	\$188,920.68	\$380,816.13	\$191,895.45	49.6%
Employee Benefits (-)	\$21,825.64	\$21,825.64	\$82,761.14	\$60,935.50	26.4%
Supplies & Materials (-)	\$903.00	\$903.00	\$3,000.00	\$2,097.00	30.1%
Sub-total : GIFTED PROGRAMS	(\$211,649.32)	(\$211,649.32)	(\$466,577.27)	(\$254,927.95)	45.4%
BILINGUAL PROGRAMS					
Salaries (-)	\$507,827.05	\$507,827.05	\$657,562.00	\$149,734.95	77.2%
Employee Benefits (-)	\$78,228.52	\$78,228.52	\$103,605.00	\$25,376.48	75.5%
Purchased Services (-)	\$226.98	\$226.98	\$2,150.00	\$1,923.02	10.6%
Supplies & Materials (-)	\$7,730.05	\$7,730.05	\$6,500.00	(\$1,230.05)	118.9%
Sub-total : BILINGUAL PROGRAMS	(\$594,012.60)	(\$594,012.60)	(\$769,817.00)	(\$175,804.40)	77.2%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	\$293,424.60	\$293,424.60	\$360,288.00	\$66,863.40	81.4%
Employee Benefits (-)	\$29,652.90	\$29,652.90	\$22,297.00	(\$7,355.90)	133.0%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$432.31	\$432.31	\$1,000.00	\$567.69	43.2%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$323,509.81)	(\$323,509.81)	(\$384,085.00)	(\$60,575.19)	84.2%
HEALTH SERVICES					
Salaries (-)	\$98,127.99	\$98,127.99	\$164,250.00	\$66,122.01	59.7%
Employee Benefits (-)	\$40,240.33	\$40,240.33	\$80,623.00	\$40,382.67	49.9%
Purchased Services (-)	\$54,778.76	\$54,778.76	\$1,500.00	(\$53,278.76)	3651.9%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 05/01/2020 through 05/31/2021

Fiscal Year: 2020-2021

	<u>05/01/2020 - 05/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Supplies & Materials (-)	\$79,604.63	\$79,604.63	\$33,600.00	(\$46,004.63)	236.9%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$417.70	\$417.70	\$600.00	\$182.30	69.6%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Sub-total : HEALTH SERVICES	(\$273,169.41)	(\$273,169.41)	(\$283,573.00)	(\$10,403.59)	96.3%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$132,613.20	\$132,613.20	\$173,997.00	\$41,383.80	76.2%
Employee Benefits (-)	\$24,981.10	\$24,981.10	\$33,644.00	\$8,662.90	74.3%
Purchased Services (-)	\$1,576.91	\$1,576.91	\$1,000.00	(\$576.91)	157.7%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,050.00	\$1,050.00	0.0%
Sub-total : PSYCHOLOGICAL SERVICES	(\$159,171.21)	(\$159,171.21)	(\$209,691.00)	(\$50,519.79)	75.9%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$208,757.60	\$208,757.60	\$277,900.00	\$69,142.40	75.1%
Employee Benefits (-)	\$27,631.19	\$27,631.19	\$37,262.00	\$9,630.81	74.2%
Supplies & Materials (-)	\$223.49	\$223.49	\$1,250.00	\$1,026.51	17.9%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$236,612.28)	(\$236,612.28)	(\$316,412.00)	(\$79,799.72)	74.8%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$56,921.67	\$56,921.67	\$59,000.00	\$2,078.33	96.5%
Employee Benefits (-)	\$3,383.94	\$3,383.94	\$4,250.00	\$866.06	79.6%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$60,305.61)	(\$60,305.61)	(\$63,250.00)	(\$2,944.39)	95.3%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$327,565.15	\$327,565.15	\$351,694.00	\$24,128.85	93.1%
Employee Benefits (-)	\$52,283.70	\$52,283.70	\$55,227.00	\$2,943.30	94.7%
Purchased Services (-)	\$14,806.87	\$14,806.87	\$90,500.00	\$75,693.13	16.4%
Supplies & Materials (-)	\$575.07	\$575.07	\$2,600.00	\$2,024.93	22.1%
Other Objects (-)	\$1,728.38	\$1,728.38	\$1,500.00	(\$228.38)	115.2%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$396,959.17)	(\$396,959.17)	(\$501,521.00)	(\$104,561.83)	79.2%
EDUCATIONAL MEDIA					
Salaries (-)	\$184,333.10	\$184,333.10	\$254,622.00	\$70,288.90	72.4%
Employee Benefits (-)	\$22,694.46	\$22,694.46	\$30,859.00	\$8,164.54	73.5%
Supplies & Materials (-)	\$6,674.60	\$6,674.60	\$6,850.00	\$175.40	97.4%
Sub-total : EDUCATIONAL MEDIA	(\$213,702.16)	(\$213,702.16)	(\$292,331.00)	(\$78,628.84)	73.1%
ASSESSMENT & TESTING					
Purchased Services (-)	\$14,525.00	\$14,525.00	\$14,525.00	\$0.00	100.0%
Sub-total : ASSESSMENT & TESTING	(\$14,525.00)	(\$14,525.00)	(\$14,525.00)	\$0.00	100.0%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$52,509.90	\$52,509.90	\$58,000.00	\$5,490.10	90.5%
Purchased Services (-)	\$177,273.00	\$177,273.00	\$236,900.00	\$59,627.00	74.8%
Supplies & Materials (-)	\$41.72	\$41.72	\$2,500.00	\$2,458.28	1.7%
Other Objects (-)	\$14,847.00	\$14,847.00	\$20,000.00	\$5,153.00	74.2%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 05/01/2020 through 05/31/2021

Fiscal Year: 2020-2021

	<u>05/01/2020 - 05/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : ADMIN SERVICES - BOARD OF ED	(\$244,671.62)	(\$244,671.62)	(\$318,400.00)	(\$73,728.38)	76.8%
SUPERINTENDENT					
Salaries (-)	\$240,980.48	\$240,980.48	\$262,056.00	\$21,075.52	92.0%
Employee Benefits (-)	\$33,224.59	\$33,224.59	\$36,369.00	\$3,144.41	91.4%
Purchased Services (-)	\$1,128.00	\$1,128.00	\$3,400.00	\$2,272.00	33.2%
Supplies & Materials (-)	\$306.81	\$306.81	\$2,000.00	\$1,693.19	15.3%
Capital Expenditures (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$2,254.21	\$2,254.21	\$2,500.00	\$245.79	90.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : SUPERINTENDENT	(\$277,894.09)	(\$277,894.09)	(\$307,825.00)	(\$29,930.91)	90.3%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	\$126,377.70	\$126,377.70	\$137,451.00	\$11,073.30	91.9%
Employee Benefits (-)	\$40,030.69	\$40,030.69	\$50,944.00	\$10,913.31	78.6%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$166,408.39)	(\$166,408.39)	(\$188,395.00)	(\$21,986.61)	88.3%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	(\$5,279.00)	(\$5,279.00)	\$90,000.00	\$95,279.00	-5.9%
Sub-total : WORKERS COMPENSATION INSURANCE	\$5,279.00	\$5,279.00	(\$90,000.00)	(\$95,279.00)	5.9%
LOSS PREVENTION REDUCTION					
Other Objects (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Sub-total : LOSS PREVENTION REDUCTION	\$0.00	\$0.00	(\$5,000.00)	(\$5,000.00)	0.0%
PROPERTY INSURANCE					
Purchased Services (-)	\$2,680.00	\$2,680.00	\$75,000.00	\$72,320.00	3.6%
Sub-total : PROPERTY INSURANCE	(\$2,680.00)	(\$2,680.00)	(\$75,000.00)	(\$72,320.00)	3.6%
PRINCIPAL					
Salaries (-)	\$648,649.93	\$648,649.93	\$704,565.00	\$55,915.07	92.1%
Employee Benefits (-)	\$219,949.06	\$219,949.06	\$226,430.00	\$6,480.94	97.1%
Purchased Services (-)	\$1,945.46	\$1,945.46	\$6,500.00	\$4,554.54	29.9%
Supplies & Materials (-)	\$1,645.61	\$1,645.61	\$5,200.00	\$3,554.39	31.6%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$537.00	\$537.00	\$2,000.00	\$1,463.00	26.9%
Sub-total : PRINCIPAL	(\$872,727.06)	(\$872,727.06)	(\$946,195.00)	(\$73,467.94)	92.2%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$162,299.28	\$162,299.28	\$175,825.00	\$13,525.72	92.3%
Employee Benefits (-)	\$29,060.19	\$29,060.19	\$31,613.00	\$2,552.81	91.9%
Other Objects (-)	\$1,271.40	\$1,271.40	\$1,500.00	\$228.60	84.8%
Non-Capitalizer Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$192,630.87)	(\$192,630.87)	(\$209,938.00)	(\$17,307.13)	91.8%
FISCAL SERVICES					

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 05/01/2020 through 05/31/2021

Fiscal Year: 2020-2021

	<u>05/01/2020 - 05/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$195,036.81	\$195,036.81	\$214,500.00	\$19,463.19	90.9%
Employee Benefits (-)	\$79,060.18	\$79,060.18	\$89,989.00	\$10,928.82	87.9%
Purchased Services (-)	\$101,426.14	\$101,426.14	\$118,675.00	\$17,248.86	85.5%
Supplies & Materials (-)	\$3,384.72	\$3,384.72	\$5,000.00	\$1,615.28	67.7%
Other Objects (-)	\$16,541.22	\$16,541.22	\$20,000.00	\$3,458.78	82.7%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : FISCAL SERVICES	(\$395,449.07)	(\$395,449.07)	(\$450,664.00)	(\$55,214.93)	87.7%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$148,895.23	\$148,895.23	\$125,221.00	(\$23,674.23)	118.9%
Capital Expenditures (-)	\$777,956.17	\$777,956.17	\$708,500.00	(\$69,456.17)	109.8%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$926,851.40)	(\$926,851.40)	(\$833,721.00)	\$93,130.40	111.2%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$443,258.27	\$443,258.27	\$506,000.00	\$62,741.73	87.6%
Employee Benefits (-)	\$157,811.23	\$157,811.23	\$182,193.00	\$24,381.77	86.6%
Purchased Services (-)	\$842,988.98	\$842,988.98	\$916,000.00	\$73,011.02	92.0%
Supplies & Materials (-)	\$398,655.51	\$398,655.51	\$482,616.00	\$83,960.49	82.6%
Capital Expenditures (-)	\$945,541.58	\$945,541.58	\$1,140,500.00	\$194,958.42	82.9%
Other Objects (-)	\$855.00	\$855.00	\$300.00	(\$555.00)	285.0%
Non-Capitalized Equipment (-)	\$8,970.76	\$8,970.76	\$21,000.00	\$12,029.24	42.7%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$2,798,081.33)	(\$2,798,081.33)	(\$3,248,609.00)	(\$450,527.67)	86.1%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$684,870.16	\$684,870.16	\$1,208,000.00	\$523,129.84	56.7%
Sub-total : PUPIL TRANSPORTATION	(\$684,870.16)	(\$684,870.16)	(\$1,208,000.00)	(\$523,129.84)	56.7%
FOOD SERVICES					
Salaries (-)	\$187,386.60	\$187,386.60	\$232,100.00	\$44,713.40	80.7%
Employee Benefits (-)	\$80,858.10	\$80,858.10	\$99,297.00	\$18,438.90	81.4%
Purchased Services (-)	\$696.78	\$696.78	\$3,000.00	\$2,303.22	23.2%
Supplies & Materials (-)	\$71,413.63	\$71,413.63	\$259,200.00	\$187,786.37	27.6%
Capital Expenditures (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Other Objects (-)	\$347.50	\$347.50	\$1,500.00	\$1,152.50	23.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,500.00	\$4,500.00	0.0%
Sub-total : FOOD SERVICES	(\$340,702.61)	(\$340,702.61)	(\$604,597.00)	(\$263,894.39)	56.4%
INTERNAL SERVICES					
Purchased Services (-)	\$28,311.35	\$28,311.35	\$20,500.00	(\$7,811.35)	138.1%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Sub-total : INTERNAL SERVICES	(\$28,311.35)	(\$28,311.35)	(\$22,000.00)	\$6,311.35	128.7%
INFORMATION SERVICES					
Salaries (-)	\$73,846.08	\$73,846.08	\$80,000.00	\$6,153.92	92.3%
Employee Benefits (-)	\$20,787.67	\$20,787.67	\$22,896.00	\$2,108.33	90.8%
Purchased Services (-)	\$18,817.72	\$18,817.72	\$37,000.00	\$18,182.28	50.9%
Supplies & Materials (-)	(\$250.00)	(\$250.00)	\$6,000.00	\$6,250.00	-4.2%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 05/01/2020 through 05/31/2021

Fiscal Year: 2020-2021

	<u>05/01/2020 - 05/31/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$882.02	\$882.02	\$1,500.00	\$617.98	58.8%
Sub-total : INFORMATION SERVICES	(\$114,083.49)	(\$114,083.49)	(\$147,396.00)	(\$33,312.51)	77.4%
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$405,734.11	\$405,734.11	\$439,390.00	\$33,655.89	92.3%
Employee Benefits (-)	\$132,843.70	\$132,843.70	\$150,822.00	\$17,978.30	88.1%
Purchased Services (-)	\$886.97	\$886.97	\$1,000.00	\$113.03	88.7%
Other Objects (-)	\$25.00	\$25.00	\$300.00	\$275.00	8.3%
Sub-total : OTHER SUPPORT SERVICES - ADMIN	(\$539,489.78)	(\$539,489.78)	(\$591,512.00)	(\$52,022.22)	91.2%
COMMUNITY SERVICES					
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : COMMUNITY SERVICES	\$0.00	\$0.00	(\$2,000.00)	(\$2,000.00)	0.0%
PAYMENTS TO OTHER LEAs					
Purchased Services (-)	\$28,856.00	\$28,856.00	\$34,900.00	\$6,044.00	82.7%
Other Objects (-)	\$1,992,952.19	\$1,992,952.19	\$1,903,084.00	(\$89,868.19)	104.7%
Sub-total : PAYMENTS TO OTHER LEAs	(\$2,021,808.19)	(\$2,021,808.19)	(\$1,937,984.00)	\$83,824.19	104.3%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$276,200.00	\$276,200.00	\$534,400.00	\$258,200.00	51.7%
Sub-total : DEBT SERVICE - INTEREST	(\$276,200.00)	(\$276,200.00)	(\$534,400.00)	(\$258,200.00)	51.7%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$1,085,000.00	\$1,085,000.00	\$1,085,000.00	\$0.00	100.0%
Sub-total : DEBT SERVICE - PRINCIPAL	(\$1,085,000.00)	(\$1,085,000.00)	(\$1,085,000.00)	\$0.00	100.0%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	\$15,750.00	\$15,750.00	\$2,500.00	(\$13,250.00)	630.0%
Sub-total : DEBT SERVICE - OTHER	(\$15,750.00)	(\$15,750.00)	(\$2,500.00)	\$13,250.00	630.0%
Total : EXPENDITURES	(\$22,585,130.83)	(\$22,585,130.83)	(\$28,371,309.00)	(\$5,786,178.17)	79.6%
OTHER FINANCING SOURCES & USES					
PRINCIPAL ON BONDS SOLD					
Proceeds from Bond Sale (+)	\$7,060,049.60	\$7,060,049.60	\$0.00	(\$7,060,049.60)	0.0%
Sub-total : PRINCIPAL ON BONDS SOLD	\$7,060,049.60	\$7,060,049.60	\$0.00	(\$7,060,049.60)	0.0%
Total : OTHER FINANCING SOURCES & USES	\$7,060,049.60	\$7,060,049.60	\$0.00	(\$7,060,049.60)	0.0%
NET INCREASE (DECREASE)	\$11,556,120.30	\$11,556,120.30	(\$2,334,596.00)	(\$13,890,716.30)	495.0%

End of Report

Operating Statement with Budget

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
10 - EDUCATIONAL					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
100 - SALARIES	\$7,167,047.79	\$557,788.46	\$5,575,212.74	\$1,727,975.81	(\$136,140.76)
200 - EMPLOYEE BENEFITS	\$1,200,015.64	\$87,074.28	\$847,582.51	\$256,735.31	\$95,697.82
300 - PURCHASED SERVICES	\$193,700.00	\$37,311.94	\$133,986.63	\$13,144.50	\$46,568.87
400 - SUPPLIES & MATERIALS	\$409,143.00	(\$71,467.45)	\$192,309.59	\$7,710.97	\$209,122.44
500 - CAPITAL OUTLAY	\$102,884.00	\$73,339.85	\$121,807.47	\$22,950.00	(\$41,873.47)
600 - OTHER OBJECTS	\$0.00	\$598.00	\$598.00	\$0.00	(\$598.00)
700 - NON-CAPITAL EQUIPMENT	\$67,000.00	\$3,930.75	\$18,268.11	\$47,829.30	\$902.59
800 - TERMINATION/VACATION PAYMENTS	\$469,295.00	\$27,641.08	\$413,582.69	\$22,309.32	\$33,402.99
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$232,068.08	\$17,784.04	\$177,840.40	\$59,352.05	(\$5,124.37)
200 - EMPLOYEE BENEFITS	\$83,399.42	\$6,596.42	\$59,705.78	\$19,562.54	\$4,131.10
300 - PURCHASED SERVICES	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
400 - SUPPLIES & MATERIALS	\$2,995.00	\$426.30	\$1,390.22	\$57.07	\$1,547.71
500 - CAPITAL OUTLAY	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
1200 - SPECIAL ED PROGRAMS K-12					
100 - SALARIES	\$1,180,669.00	\$81,457.18	\$783,287.68	\$256,501.36	\$140,879.96
200 - EMPLOYEE BENEFITS	\$301,185.00	\$20,760.09	\$175,509.41	\$56,684.47	\$68,991.12
300 - PURCHASED SERVICES	\$500.00	\$1,327.21	\$1,327.21	\$0.00	(\$827.21)
400 - SUPPLIES & MATERIALS	\$5,000.00	\$23.00	\$1,652.52	\$73.06	\$3,274.42
500 - CAPITAL OUTLAY	\$2,000.00	\$0.00	\$4,799.00	\$0.00	(\$2,799.00)
600 - OTHER OBJECTS	\$500.00	\$0.00	\$180.00	\$0.00	\$320.00
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$2,102.52	\$0.00	(\$1,102.52)
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$480,490.00	\$36,576.14	\$365,761.40	\$117,228.60	(\$2,500.00)
200 - EMPLOYEE BENEFITS	\$71,623.80	\$5,717.48	\$52,097.70	\$17,000.82	\$2,525.28
300 - PURCHASED SERVICES	\$35,000.00	\$0.00	\$34,583.50	\$0.00	\$416.50
400 - SUPPLIES & MATERIALS	\$6,542.00	\$0.00	\$4,740.42	\$0.00	\$1,801.58
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$25,060.00	\$0.00	\$0.00	\$21,699.99	\$3,360.01
200 - EMPLOYEE BENEFITS	\$1,400.00	\$0.00	\$0.00	\$273.13	\$1,126.87

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
400 - SUPPLIES & MATERIALS	\$1,500.00	\$80.90	\$80.90	\$0.00	\$1,419.10
500 - CAPITAL OUTLAY	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
600 - OTHER OBJECTS	\$0.00	\$0.00	\$3,500.00	\$0.00	(\$3,500.00)
1600 - SUMMER SCHOOL PROGRAMS					
400 - SUPPLIES & MATERIALS	\$0.00	\$36.00	\$36.00	\$0.00	(\$36.00)
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$380,816.13	\$18,929.14	\$188,920.68	\$61,287.60	\$130,607.85
200 - EMPLOYEE BENEFITS	\$77,486.14	\$5,140.28	\$19,258.02	\$11,199.68	\$47,028.44
400 - SUPPLIES & MATERIALS	\$3,000.00	\$0.00	\$903.00	\$0.00	\$2,097.00
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$657,562.00	\$52,390.62	\$507,827.05	\$159,016.16	(\$9,281.21)
200 - EMPLOYEE BENEFITS	\$94,300.00	\$7,990.30	\$71,193.38	\$20,100.11	\$3,006.51
300 - PURCHASED SERVICES	\$2,150.00	\$0.00	\$226.98	\$0.00	\$1,923.02
400 - SUPPLIES & MATERIALS	\$6,500.00	\$4,206.91	\$7,730.05	\$1,405.85	(\$2,635.90)
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$360,288.00	\$29,342.46	\$293,424.60	\$94,027.40	(\$27,164.00)
200 - EMPLOYEE BENEFITS	\$18,072.00	\$2,272.99	\$25,521.55	\$6,392.81	(\$13,842.36)
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$1,000.00	\$20.07	\$432.31	\$0.00	\$567.69
2130 - HEALTH SERVICES					
100 - SALARIES	\$164,250.00	\$11,114.38	\$98,127.99	\$32,692.91	\$33,429.10
200 - EMPLOYEE BENEFITS	\$48,488.00	\$2,913.85	\$20,884.04	\$8,585.58	\$19,018.38
300 - PURCHASED SERVICES	\$1,500.00	\$0.00	\$54,778.76	\$0.00	(\$53,278.76)
400 - SUPPLIES & MATERIALS	\$33,600.00	\$268.52	\$79,604.63	\$0.00	(\$46,004.63)
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$600.00	\$0.00	\$417.70	\$0.00	\$182.30
700 - NON-CAPITAL EQUIPMENT	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2140 - PSYCHOLOGICAL SERVICES					
100 - SALARIES	\$173,997.00	\$13,261.32	\$132,613.20	\$42,783.80	(\$1,400.00)
200 - EMPLOYEE BENEFITS	\$31,144.00	\$2,552.02	\$23,178.44	\$7,592.22	\$373.34
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$1,576.91	\$0.00	(\$576.91)
400 - SUPPLIES & MATERIALS	\$1,050.00	\$0.00	\$0.00	\$0.00	\$1,050.00
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$277,900.00	\$20,875.76	\$208,757.60	\$67,727.20	\$1,415.20
200 - EMPLOYEE BENEFITS	\$33,437.00	\$2,721.55	\$24,822.96	\$8,129.94	\$484.10

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date: 5/1/2021 To Date: 5/31/2021

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
400 - SUPPLIES & MATERIALS	\$1,250.00	\$127.49	\$223.49	\$75.80	\$950.71
2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$59,000.00	\$7,976.94	\$56,921.67	\$8,186.69	(\$6,108.36)
200 - EMPLOYEE BENEFITS	\$285.00	\$46.79	\$305.02	\$58.79	(\$78.81)
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$351,694.00	\$26,468.76	\$327,565.15	\$30,980.17	(\$6,851.32)
200 - EMPLOYEE BENEFITS	\$39,392.00	\$3,218.03	\$37,509.56	\$3,263.22	(\$1,380.78)
300 - PURCHASED SERVICES	\$90,500.00	\$128.85	\$14,806.87	\$0.00	\$75,693.13
400 - SUPPLIES & MATERIALS	\$2,600.00	\$119.61	\$575.07	\$0.00	\$2,024.93
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$1,728.38	\$0.00	(\$228.38)
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$254,622.00	\$19,103.18	\$184,333.10	\$61,809.72	\$8,479.18
200 - EMPLOYEE BENEFITS	\$27,259.00	\$2,214.26	\$20,128.63	\$6,620.28	\$510.09
400 - SUPPLIES & MATERIALS	\$6,850.00	\$228.61	\$6,674.60	\$846.37	(\$670.97)
2230 - ASSESSMENT & TESTING					
300 - PURCHASED SERVICES	\$14,525.00	\$0.00	\$14,525.00	\$0.00	\$0.00
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$58,000.00	\$4,758.90	\$52,509.90	\$0.00	\$5,490.10
300 - PURCHASED SERVICES	\$236,900.00	\$13,373.69	\$177,273.00	\$0.00	\$59,627.00
400 - SUPPLIES & MATERIALS	\$2,500.00	\$0.00	\$41.72	\$0.00	\$2,458.28
600 - OTHER OBJECTS	\$20,000.00	\$12,172.00	\$14,847.00	\$0.00	\$5,153.00
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2320 - SUPERINTENDENT					
100 - SALARIES	\$262,056.00	\$20,158.14	\$240,980.48	\$20,158.07	\$917.45
200 - EMPLOYEE BENEFITS	\$32,369.00	\$2,648.50	\$29,685.47	\$2,648.50	\$35.03
300 - PURCHASED SERVICES	\$3,400.00	\$0.00	\$1,128.00	\$0.00	\$2,272.00
400 - SUPPLIES & MATERIALS	\$2,000.00	\$0.00	\$306.81	\$0.00	\$1,693.19
500 - CAPITAL OUTLAY	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$2,254.21	\$0.00	\$245.79
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
100 - SALARIES	\$137,451.00	\$10,584.38	\$126,377.70	\$10,584.22	\$489.08
200 - EMPLOYEE BENEFITS	\$46,064.00	\$3,155.64	\$35,371.10	\$3,104.78	\$7,588.12
2410 - PRINCIPAL					
100 - SALARIES	\$704,565.00	\$53,998.14	\$648,649.93	\$60,011.19	(\$4,096.12)

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$181,780.00	\$15,540.70	\$171,072.48	\$15,540.72	(\$4,833.20)
300 - PURCHASED SERVICES	\$6,500.00	\$82.30	\$1,945.46	\$0.00	\$4,554.54
400 - SUPPLIES & MATERIALS	\$5,200.00	\$231.43	\$1,645.61	\$0.00	\$3,554.39
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,000.00	\$0.00	\$537.00	\$0.00	\$1,463.00
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
100 - SALARIES	\$175,825.00	\$13,524.94	\$162,299.28	\$13,524.88	\$0.84
200 - EMPLOYEE BENEFITS	\$29,088.00	\$2,393.55	\$26,709.97	\$2,393.55	(\$15.52)
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$1,271.40	\$0.00	\$228.60
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2520 - FISCAL SERVICES					
100 - SALARIES	\$214,500.00	\$16,015.44	\$195,036.81	\$22,175.97	(\$2,712.78)
200 - EMPLOYEE BENEFITS	\$45,739.00	\$3,312.74	\$40,218.38	\$3,313.22	\$2,207.40
300 - PURCHASED SERVICES	\$118,675.00	\$13,334.00	\$101,426.14	\$0.00	\$17,248.86
400 - SUPPLIES & MATERIALS	\$5,000.00	\$245.86	\$3,384.72	\$0.00	\$1,615.28
600 - OTHER OBJECTS	\$20,000.00	\$3,779.02	\$16,541.22	\$0.00	\$3,458.78
700 - NON-CAPITAL EQUIPMENT	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
2560 - FOOD SERVICES					
100 - SALARIES	\$232,100.00	\$18,733.31	\$187,386.60	\$53,180.02	(\$8,466.62)
200 - EMPLOYEE BENEFITS	\$53,628.00	\$4,920.74	\$44,318.33	\$13,515.78	(\$4,206.11)
300 - PURCHASED SERVICES	\$3,000.00	\$0.00	\$696.78	\$0.00	\$2,303.22
400 - SUPPLIES & MATERIALS	\$259,200.00	\$10,904.47	\$71,413.63	\$0.00	\$187,786.37
500 - CAPITAL OUTLAY	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
600 - OTHER OBJECTS	\$1,500.00	\$195.00	\$347.50	\$0.00	\$1,152.50
700 - NON-CAPITAL EQUIPMENT	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00
2570 - INTERNAL SERVICES					
300 - PURCHASED SERVICES	\$20,500.00	\$6,227.50	\$28,311.35	\$0.00	(\$7,811.35)
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2630 - INFORMATION SERVICES					
100 - SALARIES	\$80,000.00	\$6,153.84	\$73,846.08	\$6,153.92	\$0.00
200 - EMPLOYEE BENEFITS	\$6,221.00	\$517.74	\$5,701.37	\$517.74	\$1.89
300 - PURCHASED SERVICES	\$37,000.00	\$71.30	\$18,817.72	\$0.00	\$18,182.28
400 - SUPPLIES & MATERIALS	\$6,000.00	\$400.00	(\$250.00)	\$0.00	\$6,250.00
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$882.02	\$0.00	\$617.98
2640 - RECRUITMENT TITLE 2A FED FUND					

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
300 - PURCHASED SERVICES	\$0.00	\$0.00	\$864.51	\$0.00	(\$864.51)
2660 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$439,390.00	\$34,328.72	\$405,734.11	\$48,492.88	(\$14,836.99)
200 - EMPLOYEE BENEFITS	\$82,701.00	\$6,261.72	\$69,628.09	\$9,871.75	\$3,201.16
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$22.46	\$0.00	\$977.54
600 - OTHER OBJECTS	\$300.00	\$0.00	\$25.00	\$0.00	\$275.00
3000 - COMMUNITY SERVICES					
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
4120 - PAYMENTS FOR SPECIAL ED PROGRAMS					
300 - PURCHASED SERVICES	\$34,900.00	\$14,428.00	\$28,856.00	\$0.00	\$6,044.00
600 - OTHER OBJECTS	\$1,903,084.00	\$952,796.77	\$1,992,952.19	\$0.00	(\$89,868.19)
10 - EDUCATIONAL Total:	\$20,759,971.00	\$2,365,882.84	\$16,378,506.32	\$3,565,057.79	\$816,406.89

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
20 - OPERATIONS & MAINTENANCE					
0 - EXPENDITURES					
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
100 - SALARIES	\$506,000.00	\$36,582.91	\$443,258.27	\$46,102.60	\$16,639.13
200 - EMPLOYEE BENEFITS	\$74,085.00	\$6,172.81	\$67,934.37	\$6,171.71	(\$21.08)
300 - PURCHASED SERVICES	\$916,000.00	\$62,663.28	\$842,988.98	\$19,784.29	\$53,226.73
400 - SUPPLIES & MATERIALS	\$482,616.00	\$39,882.21	\$398,655.51	\$15,371.57	\$68,588.92
500 - CAPITAL OUTLAY	\$173,500.00	\$2,998.00	\$42,396.15	\$9,210.17	\$121,893.68
600 - OTHER OBJECTS	\$300.00	\$0.00	\$855.00	\$0.00	(\$555.00)
700 - NON-CAPITAL EQUIPMENT	\$21,000.00	\$0.00	\$8,970.76	\$0.00	\$12,029.24
20 - OPERATIONS & MAINTENANCE Total:	\$2,173,501.00	\$148,299.21	\$1,805,059.04	\$96,640.34	\$271,801.62

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
30 - DEBT SERVICE					
0 - EXPENDITURES					
5140 - DEBT SERVICE - INTEREST PAYMENTS					
600 - OTHER OBJECTS	\$534,400.00	\$0.00	\$276,200.00	\$0.00	\$258,200.00
5200 - INTEREST ON BONDS OUTSTANDING					
600 - OTHER OBJECTS	\$1,085,000.00	\$0.00	\$1,085,000.00	\$0.00	\$0.00
5400 - DEBT SERVICE LEASES					
600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$15,750.00	\$0.00	(\$13,250.00)
30 - DEBT SERVICE Total:	\$1,621,900.00	\$0.00	\$1,376,950.00	\$0.00	\$244,950.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021 Range To Date Year To Date Encumbrance Budget Balance

40 - TRANSPORTATION

0 - EXPENDITURES

2550 - PUPIL TRANSPORTATION

300 - PURCHASED SERVICES

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
300 - PURCHASED SERVICES	\$1,208,000.00	\$167,820.30	\$684,870.16	\$0.00	\$523,129.84
40 - TRANSPORTATION Total:	\$1,208,000.00	\$167,820.30	\$684,870.16	\$0.00	\$523,129.84

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
51 - IMRF					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$750.00	\$272.72	\$1,716.31	\$409.82	(\$1,376.13)
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,213.00	\$448.56	\$4,733.82	\$1,711.69	(\$232.51)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$48,425.00	\$2,698.40	\$33,617.48	\$8,171.14	\$6,636.38
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,000.00	\$0.00	\$0.00	\$426.16	\$2,573.84
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$0.00	\$31.46	\$31.46	(\$70.78)	\$39.32
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$20,685.00	\$1,355.94	\$12,592.37	\$3,988.49	\$4,104.14
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$400.00	\$0.00	\$0.00	\$3.27	\$396.73
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$7,410.00	\$534.92	\$6,846.61	\$717.91	(\$154.52)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$2,100.00	\$162.04	\$1,987.00	\$162.04	(\$49.04)
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$23,300.00	\$1,699.52	\$31,018.73	\$2,433.15	(\$10,151.88)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$28,000.00	\$1,953.86	\$25,389.05	\$2,705.45	(\$94.50)
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$66,408.00	\$4,458.41	\$57,545.76	\$5,619.82	\$3,242.42
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$29,659.00	\$2,195.65	\$23,558.13	\$6,412.66	(\$311.79)
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$10,500.00	\$750.76	\$9,609.20	\$750.77	\$140.03
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$41,921.00	\$3,234.18	\$39,859.20	\$4,962.19	(\$2,900.39)
51 - IMRF Total:	\$288,771.00	\$19,796.42	\$248,505.12	\$38,403.78	\$1,862.10

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
52 - SOCIAL SECURITY AND MEDICARE					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$107,115.00	\$8,510.47	\$82,877.61	\$24,569.28	(\$331.89)
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,450.00	\$324.30	\$3,375.46	\$1,251.00	(\$176.46)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$37,170.00	\$2,184.01	\$19,884.72	\$6,881.63	\$10,403.65
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$6,725.00	\$500.62	\$5,036.05	\$1,610.16	\$78.79
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,825.00	\$0.00	\$0.00	\$529.80	\$3,295.20
1650 - GIFTED PROGRAMS					
200 - EMPLOYEE BENEFITS	\$5,275.00	\$255.34	\$2,567.62	\$832.23	\$1,875.15
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,305.00	\$736.18	\$7,003.68	\$2,174.58	\$126.74
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$4,225.00	\$414.54	\$4,131.35	\$1,333.85	(\$1,240.20)
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$11,450.00	\$748.69	\$6,763.92	\$2,200.95	\$2,485.13
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,500.00	\$178.96	\$1,802.66	\$579.57	\$117.77
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$3,825.00	\$278.82	\$2,808.23	\$911.05	\$105.72
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$3,565.00	\$414.24	\$3,078.92	\$381.06	\$105.02
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$8,425.00	\$648.82	\$7,927.53	\$809.57	(\$312.10)
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,600.00	\$266.16	\$2,565.83	\$863.59	\$170.58
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$4,000.00	\$296.44	\$3,539.12	\$296.44	\$164.44
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$2,780.00	\$225.84	\$2,672.59	\$227.93	(\$120.52)
2410 - PRINCIPAL					

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$21,350.00	\$1,468.40	\$17,857.85	\$1,931.04	\$1,561.11
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,525.00	\$195.74	\$2,350.22	\$195.74	(\$20.96)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$16,250.00	\$1,111.34	\$13,452.75	\$1,582.63	\$1,214.62
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$41,700.00	\$2,660.46	\$32,331.10	\$3,391.55	\$5,977.35
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$16,010.00	\$1,282.73	\$12,981.64	\$3,654.98	(\$626.62)
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$6,175.00	\$455.12	\$5,477.10	\$455.13	\$242.77
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$26,200.00	\$2,002.38	\$23,356.41	\$2,970.98	(\$127.39)
52 - SOCIAL SECURITY AND MEDICARE Total:	\$348,445.00	\$25,159.60	\$263,842.36	\$59,634.74	\$24,967.90

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
60 - CAPITAL PROJECTS					
0 - EXPENDITURES					
2530 - FACILITY ACQUISITION & CONSTRUCTION					
300 - PURCHASED SERVICES	\$66,471.00	\$648.38	\$79,839.33	\$0.00	(\$13,368.33)
500 - CAPITAL OUTLAY	\$708,500.00	\$81,046.00	\$777,956.17	\$0.00	(\$69,456.17)
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
500 - CAPITAL OUTLAY	\$10,000.00	\$0.00	\$2,399.00	\$0.00	\$7,601.00
60 - CAPITAL PROJECTS Total:	\$784,971.00	\$81,694.38	\$860,194.50	\$0.00	(\$75,223.50)

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
80 - TORT IMMUNITY					
0 - EXPENDITURES					
2362 - WORKERS COMPENSATION INSURANCE					
300 - PURCHASED SERVICES	\$90,000.00	\$0.00	(\$5,279.00)	\$0.00	\$95,279.00
2366 - JUDGMENTS/SETTLEMENTS					
600 - OTHER OBJECTS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
2371 - PROPERTY INSURANCE					
300 - PURCHASED SERVICES	\$75,000.00	\$0.00	\$2,680.00	\$0.00	\$72,320.00
80 - TORT IMMUNITY Total:	\$170,000.00	\$0.00	(\$2,599.00)	\$0.00	\$172,599.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021 Range To Date Year To Date Encumbrance Budget Balance

90 - FIRE PREVENTION & SAFETY

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES

\$58,750.00 \$0.00 \$69,055.90 \$0.00 (\$10,305.90)

2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY

\$957,000.00 \$0.00 \$900,746.43 \$0.00 \$56,253.57

90 - FIRE PREVENTION & SAFETY Total: \$1,015,750.00 \$0.00 \$969,802.33 \$0.00 \$45,947.67

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:5/1/2021 To Date:5/31/2021

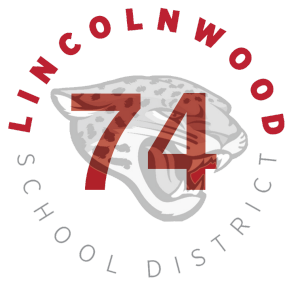
Account Mask: ??????????????????

Account Type: EXPENDITURE

- Print accounts with zero balance
- Include Inactive Accounts
- Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
Grand Total:	\$28,371,309.00	\$2,808,652.75	\$22,585,130.83	\$3,759,736.65	\$2,026,441.52

End of Report



Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: Tentative Budget for Fiscal Year 2022

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose

Annually, the Board of Education must approve the School District Budget. The Tentative FY22 Budget will be presented at the August 5, 2021 Board of Education meeting followed by a September 2, 2021 formal adoption at the Public Hearing held during the Board of Education meeting.

Background

Revenues: \$29,553,621

Real estate taxes account for 82.8% of total revenue. The District may receive approximately \$25,016,668 from local property taxes due Fall 2021 (normally August 1) and March 1, 2022. However, a \$545,540 reduction was applied after observing appeals and refunds in recent years for an overall expectation of \$24,471,128.

Other local revenues account for 6.8% of total revenue. The District anticipates receiving approximately \$2,021,155 in local revenue.

State-derived funds account for 5.2% of total revenue. This \$1,522,880 comes from the Evidence Based Funding formula and the Transportation Claim.

Federal revenues of \$1,538,458 account for 5.2% of total revenue which is more than the typical 1% in recent history. This is primarily due to the COVID-related Elementary and Secondary School Emergency Relief Grant for \$768,162.

In FY21, there was a \$35,000 interest transfer by resolution from Fund 10 to Fund 80 to address increasing insurance rates. This coming year, a \$65,000 transfer from Fund 10 to Fund 80 is planned along with consideration of Fund 80 when drafting the levy in the fall. To address the negative Social Security/Medicare (Fund 52) balance, \$65,000 of Fund 10's Corporate Personal Property Replacement Tax is scheduled to be allocated to Fund 52.

Expenditures: \$32,470,893

Salaries & Benefits

Overall, salaries are expected to be \$15,596,486 which is 8.1% above last year's actual amount of \$14,426,786. The Business Office conducted an in depth review of all salaries because this object represents 48.0% of the total expenditures. The prominent factors influencing this estimate are teachers' salary schedule level advancements, the 3.0% raises for returning LSSU members, +6.0 FTE in new positions, -3.0 FTE in recent retirements, new hires for resignations, an anticipation of fully staffing the open paraprofessional positions, and salary schedule class advancements due to coursework completion.

As for benefits, PPO medical insurance decreased by 2.1%, HMO medical decreased by 2.1%, dental decreased by 4.1%, and life insurance remained the same. Long-term disability, vision coverage, and flexible spending account fees remain unchanged. Percentages related to the District's share of TRS, Medicare and Social Security will also remain stable. TRS on federally-funded salaries is now 10.31% instead of 10.41%, and the District's share of THIS dropped slightly from 0.92% to 0.67%. The District's IMRF rate will decrease in January 2022 from 12.2% to 9.97%. The cost of benefits is estimated to be up 7.6% to \$3,243,322 which follows the salary increases and leaves room for new employees' insurance plans.

Purchased Services

At \$3,433,432, the approximate 2.3% increase in purchased services corresponds to transportation costs without much impact from COVID, increased capital and life safety projects for which architect services will be required, and growing insurance costs.

Supplies & Materials

Expenditures are projected to be \$1,530,680 which is an 82% increase. This is due to budgeting \$231,880 for supplies that qualify for the Elementary and Secondary School Emergency Relief Grant (ESSER). There is also an expectation that food services will return to a more typical level. Curriculum materials will also be a substantial expense compared to last year.

Capital Outlay

Due to the \$3,770,131 in planned facilities projects, the FY22 budget is anticipated to be two times more than the FY21 budget.

Dues & Fees/Debt Payments

The \$1,009,787 payment to NTDSE for Molloy's construction in FY21 explains why there will be a 7.9% decrease to \$4,353,348 in this object. Otherwise, FY22 principal and interest payments of \$1,818,548 for the 2015, 2016, 2018, and 2021 series bonds total \$199,148 more than SD74 paid in FY21. In addition, Niles Township District for Special Education #807 invoices will likely increase due to student counts.

Non-Capitalized Equipment

\$127,600 is 65% more than last year's expenses. The expenditures are anticipated to be higher due to Technology, Special Education and Food Service equipment.

Termination Benefits

This 8.7% decrease to \$415,894 derives from retirees reaching age 65 which triggers the end of their appearance on the THIS invoices for medical insurance and the EBC invoices for dental and life insurance. Five retirees will turn 65 in FY22 while only one retiree will begin these coverage plans.

Fund Balance

As of June 30, 2021 the unaudited fund balance was \$27,276,445. The projected fund balance for June 30, 2022 is \$24,359,173 which is \$2,917,272 less. The Illinois State Board of Education Budget Form indicates SD74 will be submitting a balanced budget.

General Comments

The legal process to adopt a budget requires public notice to the general public. Such notice shall be published July 29, 2021 for the September 2, 2021 Public Hearing. Any changes to the Tentative Budget will need to be made before August 3 when the tentative budget must be posted online and available at the District Office for viewing. Otherwise, any changes after that point would require an amendment.

Fiscal Impact

\$27,276,445 Beginning Fund Balance July 1, 2021

+\$29,553,621 Budgeted Revenues

-\$32,470,893 Budgeted Expenditures

\$24,359,173 Anticipated Ending Fund Balance on June 30, 2022

Please see the attached FY22 Tentative Budget presentation for further details.

Recommendation:

It is the Administrative recommendation that the Finance Committee supports the presentation of the Tentative Fiscal Year 2022 Budget to the Board of Education on August 5, 2021 and the publication of the attached Legal Notice on July 29, 2021.



FY22 Tentative Budget
Finance Committee Meeting

July 22, 2021

Fiscal Year 2022 Budget Timeline

Date	Activity	Location
Jul 22	Present Tentative Budget, Request 30-day notice in newspaper	Finance Mtg
Jul 29	Publish 30-day notice of Budget Availability & Budget Public Hearing	Website
Aug 2	Upload the Tentative Budget to the District's Website	Newspaper
Aug 5	Present the Tentative Budget	Board Mtg
Sep 2	Public Hearing & Budget Adoption	Board Mtg
Sep 3	Upload Adopted Budget on District's Website	Website
Sep 3	File certified copy of Budget with Cook County Clerk (may file online)	Cook Clerk
Sep 3	Submit Budget electronically to ISBE	ISBE

Review of FY21: Fund Balance Actuals*

Fund	Description	7/1/20 F.B.	Revenue	Expense	Transfers	6/30/21 F.B.
10	Ed.	\$9,669,195	\$21,086,325	-\$20,104,451	-\$35,000	\$10,616,068
20	O&M	\$2,769,202	\$2,244,030	-\$1,973,171	\$0	\$3,040,061
30	Debt Serv.	\$826,111	\$1,737,973	-\$1,635,150	\$57,524	\$986,458
40	Transp.	\$931,371	\$1,102,834	-\$870,799	\$0	\$1,163,406
51	IMRF	\$401,894	\$267,690	-\$287,131	\$0	\$382,452
52	SS/Med.	-\$185,164	\$363,414	-\$323,894	\$0	-\$145,645
60	Cap. Proj.	\$1,603,457	\$14,530	-\$1,869,982	\$1,009,787	\$757,792
70	Wrk. Cash	\$402,694	\$68,444	\$0	\$5,992,739	\$6,463,877
80	Tort Imm.	\$64,776	\$82,690	-\$181,675	\$35,000	\$791
90	FP/HLS	\$4,398,543	\$583,787	-\$971,146	\$0	\$4,011,184
		\$20,882,078	\$27,551,716	-\$28,217,399	\$7,060,050	\$27,276,445

*Some FY21 transactions may soon be recorded which could slightly affect the 6/30/21 Fund Balance

Review of FY21: Fund Balance to Revenue Ratio

Operating Funds	Descriptions	6/30/21 FB	FY21 Revenue
10	Ed.	\$10,616,068	\$21,086,325
20	O&M	\$3,040,061	\$2,244,030
40	Transportation	\$1,163,406	\$1,102,834
70	Wrk. Cash	\$6,463,877	\$68,444
All Op. Funds	Total	\$21,283,413	\$24,501,633

Fund Balance to
Revenue Ratio

\$21,283,413

\$24,501,633

0.869

0.25 is minimum
by BOE Policy

Without FY21

Bond Issuance

\$15,290,674

\$24,501,633

0.624

Review: FY21 Amended Budget Analysis

	7/1/20 FB	Revenue	Expense	Transfers	6/30/21 FB
Actuals	\$20,882,078	\$27,551,716	-\$28,217,399	\$7,060,050	\$27,276,445
Am. Budget	\$20,882,078	\$26,735,577	-\$28,856,819	\$7,000,000	\$25,760,836

**The 3.0% Revenue Delta:
SD74 collected \$809,959 more than budgeted**

Anticipated -\$477,035 in RE Tax Refunds but only -\$462,419 happened (Delta +\$14,616)

Anticipated \$23,236,135 RE Tax but collected \$23,723,187 (Delta +\$487,052)

Anticipated \$3,976,477 State, Fed, & Other Local but collected \$4,290,948 (Delta +\$314,471)

**The 2.2% Expenditure Delta:
SD74 spent \$639,420 less than budgeted**

Overestimated spending on food service, saved on roof contingency, planned for new support hires & their medical insurance that did not happen, less ESY cost, a few teachers took a leave, NTST invoice decreased

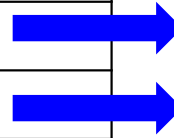
FY22 Tentative Budget Projections**

Fund	Description	7/1/21 Beginning Fund Balance	Revenue	Expense	Transfers	6/30/22 Ending Fund Bal. Proj.
10	Ed.	\$10,616,068	\$22,753,347	-\$22,737,619	-\$65,000	\$10,566,796
20	O&M	\$3,040,061	\$2,556,535	-\$2,311,775		\$3,284,821
30	Debt Serv.	\$986,458	\$1,615,092	-\$1,821,048		\$780,502
40	Transp.	\$1,163,406	\$1,129,808	-\$1,285,000		\$1,008,214
51	IMRF	\$382,452	\$249,709	-\$258,174		\$373,987
52	SS/Med.	-\$145,645	\$420,220	-\$381,210		-\$106,635
60	Cap. Proj.	\$757,792	\$138,878	-\$1,288,434	\$6,000,000	\$5,608,236
70	Wrk. Cash	\$6,463,877	\$10,753	\$0	-\$6,000,000	\$474,630
80	Tort Imm.	\$791	\$135,297	-\$199,000	\$65,000	\$2,088
90	FP/HLS	\$4,011,184	\$543,982	-\$2,188,633		\$2,366,533
		\$27,276,445	\$29,553,621	-\$32,470,893	\$0	\$24,359,173

**If the REV/EXP are also conservative by 2.5%, the District may have an ending Fund Balance of \$25,909,786

Fund & Object Lenses for Tentative FY22 Expenditures

Fund	Description
90	FIRE PREV./HEALTH-LIFE SAFETY
80	TORT IMMUNITY
70	WORKING CASH
60	CAPITAL PROJECTS
50	MUNICIPAL RETIREMENT
40	TRANSPORTATION
30	DEBT SERVICE
20	OPERATIONS & MAINTENANCE
10	EDUCATIONAL



Object	Description
100s	Salaries
200s	Benefits
300s	Services
400s	Supplies/Materials
500s	Capital (over \$500)
600s	Dues/Fees; SpEd Co-Op
700s	Non-Capital (under \$500)
800s	Retirement Benefits

Fund 90: Fire Prevention; Health/Life Safety

Budget	Description	Notes
\$51,610	ARCHITECT SERV. (Typically 8.0%)	40,295 FY22 11,315 FY23
\$1,777,285	LIFE SAFETY - TODD	Fire Alarm 179,295 -25K SMPGrant Roof 891,230 Doors 700K 31,760 FY23
\$309,738	LIFE SAFETY - RUTLEDGE	Fire Alarm 179,295-25K SMPGrant Doors 120,643 34,800 FY23
\$50,000	LIFE SAFETY PROJECTS - SMPG	\$50,000 SMPGrant received in FY21 will be spent by FALL 2021

\$2,188,633 Budgeted FY22 Expenditures

Fund 80: Tort Immunity

Budget	Description	Notes
\$94,000	INSURANCE - WORKERS COMP	Workers' Compensation \$89K FY21
\$5,000	SETTLEMENTS/JUDGMENTS	Just in case
\$100,000	INSURANCE - LIABILITY	Property/Casualty/Liability \$96K FY21

\$199,000 Budgeted FY22 Expenditures

Fund 70: Working Cash

No Expenditures from Fund 70 may occur

A \$6,000,000 abatement from Working Cash
to the Capital Projects Fund is planned

Fund 60: Capital Projects

Budget	Description	Notes
\$123,076	ARCHITECT SERVICES	27,733 FY22 \$95,343 Early FY23
\$378,800	CAPITAL IMPROVEMENTS- TH	Playground 110,000 Early FY23 268,800
\$299,340	CAPITAL IMPROVEMENTS- RH	Stairwell floor 88,540 Early FY23 \$210,800
\$62,400	CAPITAL IMPROVEMENTS- LH	HVAC Piping; Early FY23 \$12,400
\$46,440	CAPITAL IMPROVEMENTS- ADMIN	Early FY23 \$46,440
\$189,878	CAPITAL PROJECTS- ESSER FED GRANT	RH STEM \$185,000 + \$5K contingency
\$184,500	FURNISHINGS - RH	Gr5/Sp/lounge & Early FY23
\$4,000	FURNISHINGS - LH	

\$1,288,434 Budgeted FY22 Expenditures

Fund 50: Municipal (IMRF, Social Security, Medicare)

Budget	Description	Notes
\$258,174	DISTRICT SHARE IMRF	11.1% AVG OF ~\$2.3M CLASSIFIED F-T
\$153,595	DISTRICT SHARE SOCIAL SECURITY	6.2% OF ~\$2.48M CLASSIFIED ONLY
\$227,615	DISTRICT SHARE MEDICARE	1.45% OF ~\$15.7M ALL SALARIES

\$639,384 Budgeted FY22 Expenditures

Fund 40: Transportation

Budget	Description	Notes
\$30,000	TRANS.- FIELD TRIPS/EXTRACUR.	\$32,000 in FY19
\$870,000	TRANSPORTATION- REGULAR ED	\$647K in FY21 \$770K; EB/LA \$55K @ 90 days; \$44,532 Agreement
\$385,000	TRANSPORTATION- SPECIAL ED	\$375K FY19; \$402K FY20; \$222K FY21

\$1,285,000 Budgeted FY22 Expenditures

Fund 30: Debt Service

Budget	Description	Notes
\$698,548	INTEREST ON BONDS	Givens Provided by PMA
\$1,120,000	PRINCIPAL ON BONDS	Givens Provided by PMA
\$2,500	DEBT SERVICE FEES	Givens Provided by PMA

\$1,821,048 Budgeted FY22 Expenditures

Fund 20: Operations & Maintenance

FY22 Budget	vs. FY21	FY21	Objects	Notes
\$509,517	4.1%	\$489,361	100: Salaries	Base earnings Overtime
\$72,183	-2.6%	\$74,106	200: Benefits	Medical, Dental, Life, FSA Fee, LTD Excludes Fund 50 IMRF/SS/Medicare
\$957,675	5.5%	\$907,636	300: Services	\$16K FED ESSER , water/sewer was \$15K more in pre-COVID FY19, +\$8K custodial services contract
\$498,650	13.4%	\$439,780	400: Supplies & Materials	\$43K more in FED ESSER , +\$10K electricity, +\$6K natural gas
\$254,000	392.2%	\$51,606	500: Capital over \$500	\$70K FED ESSER HVAC project , \$30K Custodial equipment, \$22K ACM project, \$20K security projects
\$1,750	2.3%	\$1,710	600: Dues & Fees	Professional organization memberships Conferences
\$18,000	100.6%	\$8,971	700: Non-Capital under \$500	\$2,000 per location for new equipment and \$2,000 per location for replacement equipment, just in case

\$2,311,775 Budgeted FY22 Expenditures

Fund 10: Educational

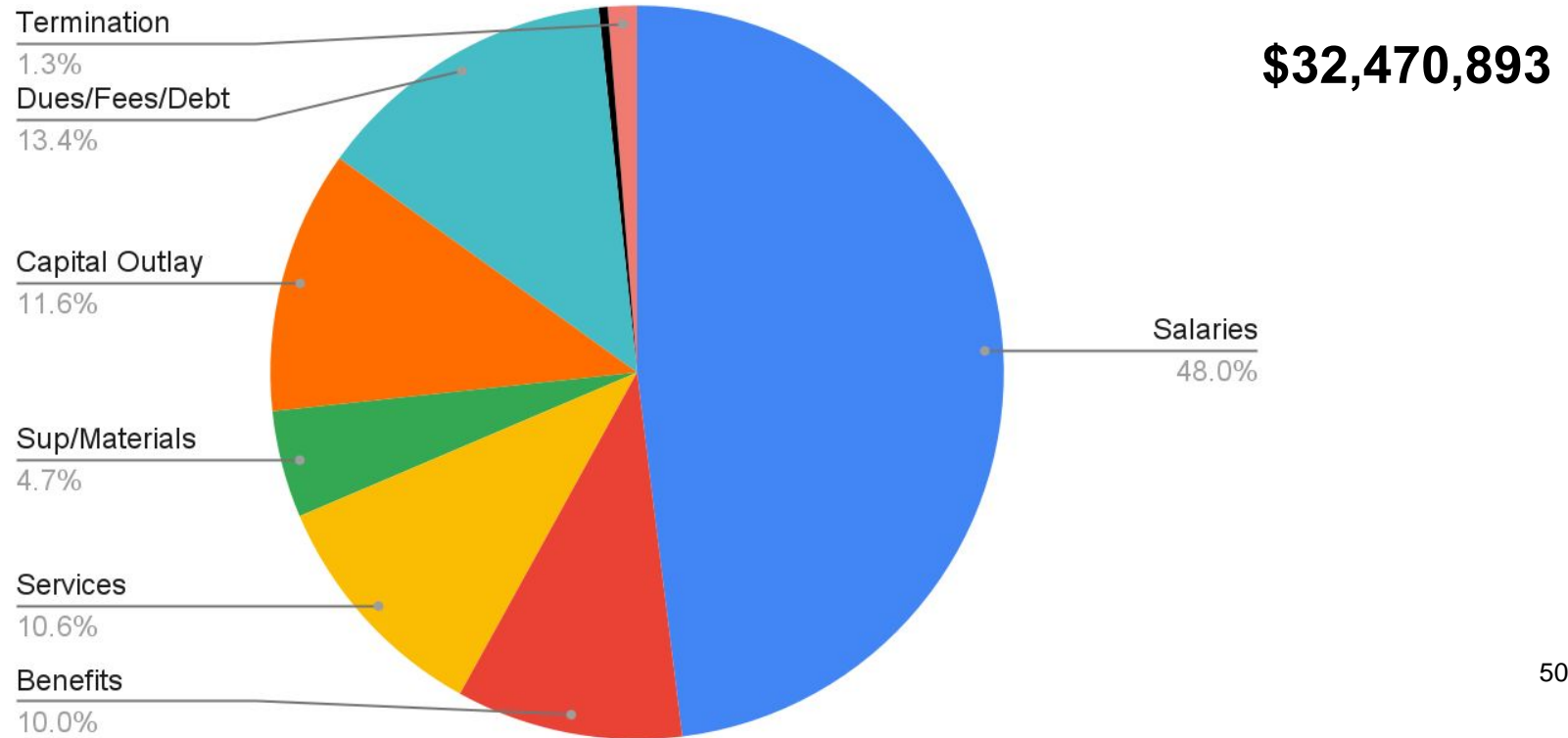
FY22 Budget	vs. FY21	FY21 Act.	Objects with Prior Year Actuals	Notes
\$15,086,969	8.2%	\$13,937,425	100: Salaries	Hiring an additional 6.0 FTE in personnel & potentially hiring unfilled support positions
\$2,531,755	8.8%	\$2,327,724	200: Benefits	Assumption: new hires will request medical/dental and some require TRS, THIS, LTD
\$822,071	19.9%	\$685,559	300: Services	FED ESSER is up by \$22K, FED Title II \$24K for PD, Resume field trips +\$10K, Referees \$5K, IDEA \$10K
\$1,032,030	153.7%	\$406,816	400: Supplies & Materials	FED ESSER is up by \$120K , Lunch normal? +\$200K, Curriculum up by \$136K, Tech up by \$25K, Activities
\$213,750	42.9%	\$149,556	500: Capital over \$500	Capitalized tech and network up by \$104,000
\$2,525,550	21.5%	\$2,078,548	600: Dues & Fees	IDEA FED \$285K , Anticipated special education cooperative services and increased student count
\$109,600	58.5%	\$69,138	700: Non-Capital under \$500	Up \$26,000 in Tech and some additional Special Ed and Food Service equipment
\$415,894	-8.7%	\$455,321	800: Retirement Ins./SRB	Retirees reaching age 65 on THIS invoice and new SRB amounts decreased

\$22,737,619 Budgeted FY22 Expenditures

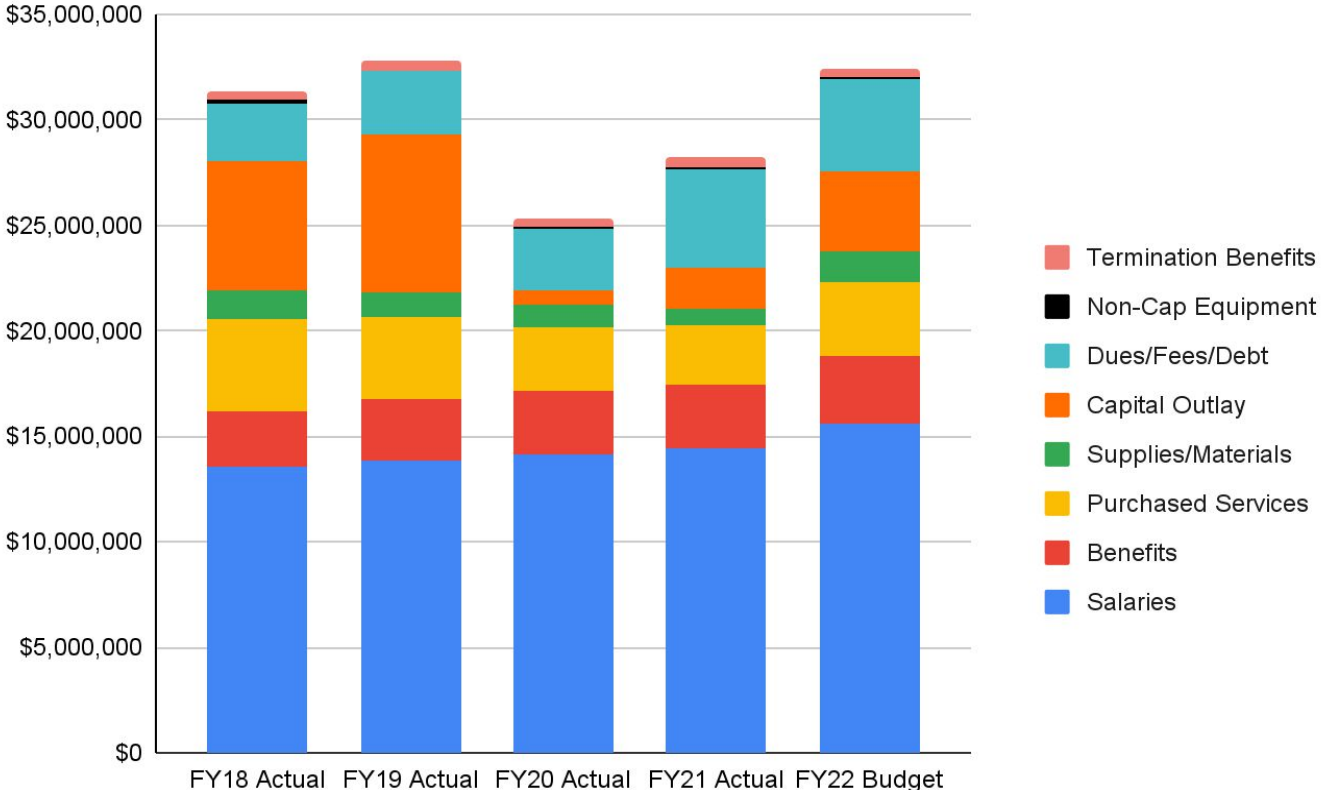
Historical Expenditures by OBJECT

Objects from All Funds	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Budget
Salaries	\$13,522,519	\$13,901,454	\$14,190,396	\$14,426,786	\$15,596,486
Benefits	\$2,664,335	\$2,845,006	\$2,941,604	\$3,012,856	\$3,243,322
Purchased Services	\$4,379,254	\$3,947,272	\$3,075,743	\$2,795,197	\$3,433,432
Supplies/Materials	\$1,323,888	\$1,179,584	\$988,445	\$842,460	\$1,530,680
Capital Outlay	\$6,123,240	\$7,426,674	\$710,393	\$1,882,264	\$3,770,131
Dues/Fees/Debt	\$2,740,728	\$2,992,571	\$2,914,559	\$4,725,195	\$4,353,348
Non-Cap Equipment	\$181,267	\$78,852	\$87,830	\$77,320	\$127,600
Termination Benefits	\$403,261	\$393,962	\$453,449	\$455,321	\$415,894
TOTAL	\$31,338,492	\$32,765,375	\$25,362,419	\$28,217,399	\$32,470,893

Tentative FY22 Expenditures by OBJECT



Historical Expenditures by OBJECT



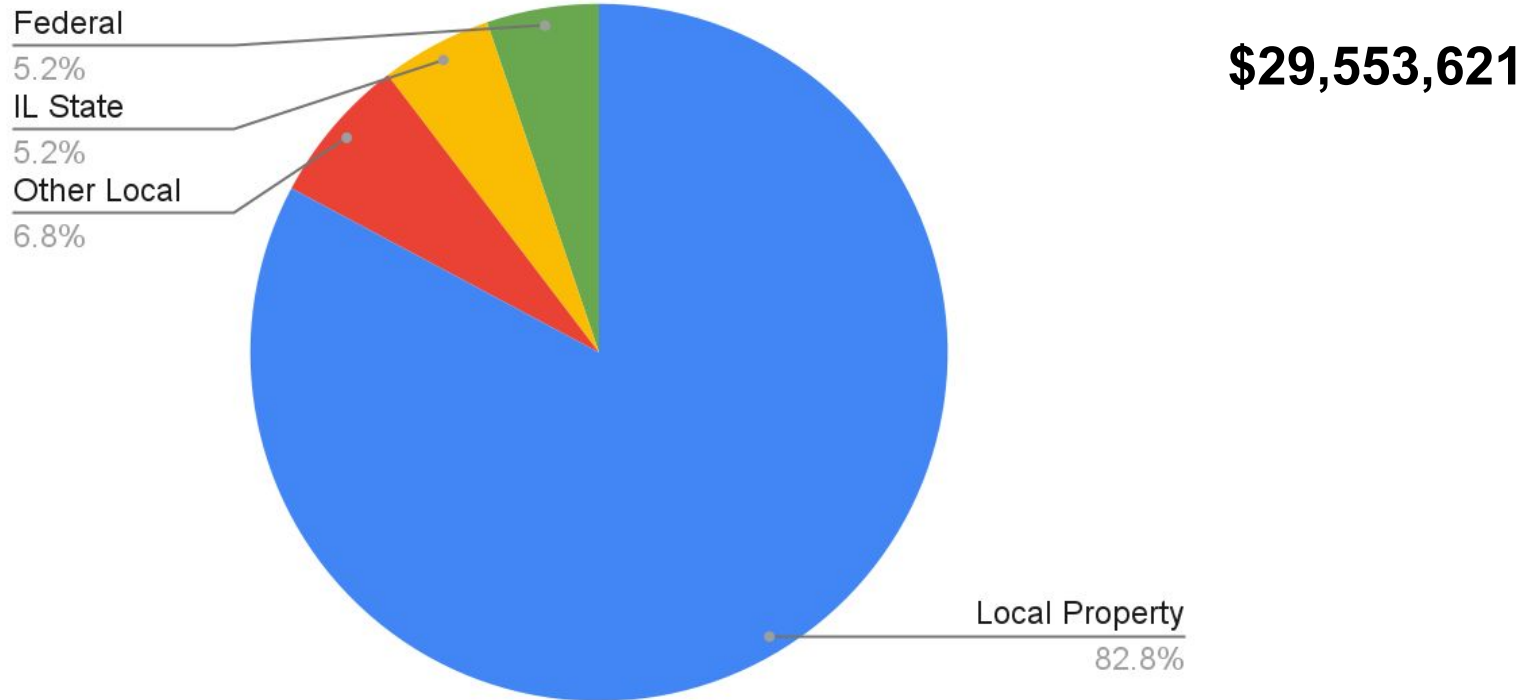
FY22 Tentative Revenues by SOURCE

FY22 Budget	vs. FY21	FY21 Act.	Description	Notes
\$24,471,128	5.2%	\$23,260,768	LOCAL R.E. TAXES	\$25,016,668 in collections & -\$545,540 to refunds NEID TIF Expiration/One-time capture, assumed a 97% collection rate instead of 95%
\$2,021,155	26.1%	\$1,602,515	OTHER LOCAL	TIF Surplus (38.12% of 1.45M ~ \$553,000)
\$1,522,880	-6.5%	\$1,628,741	IL STATE SOURCES	Transportation Claim Miles/\$ Decrease
\$1,538,458	88.8%	\$814,867	FEDERAL SOURCES	ESSER \$768,162 now vs. \$234,404 prior year
\$29,553,621	8.2%	\$27,306,891		

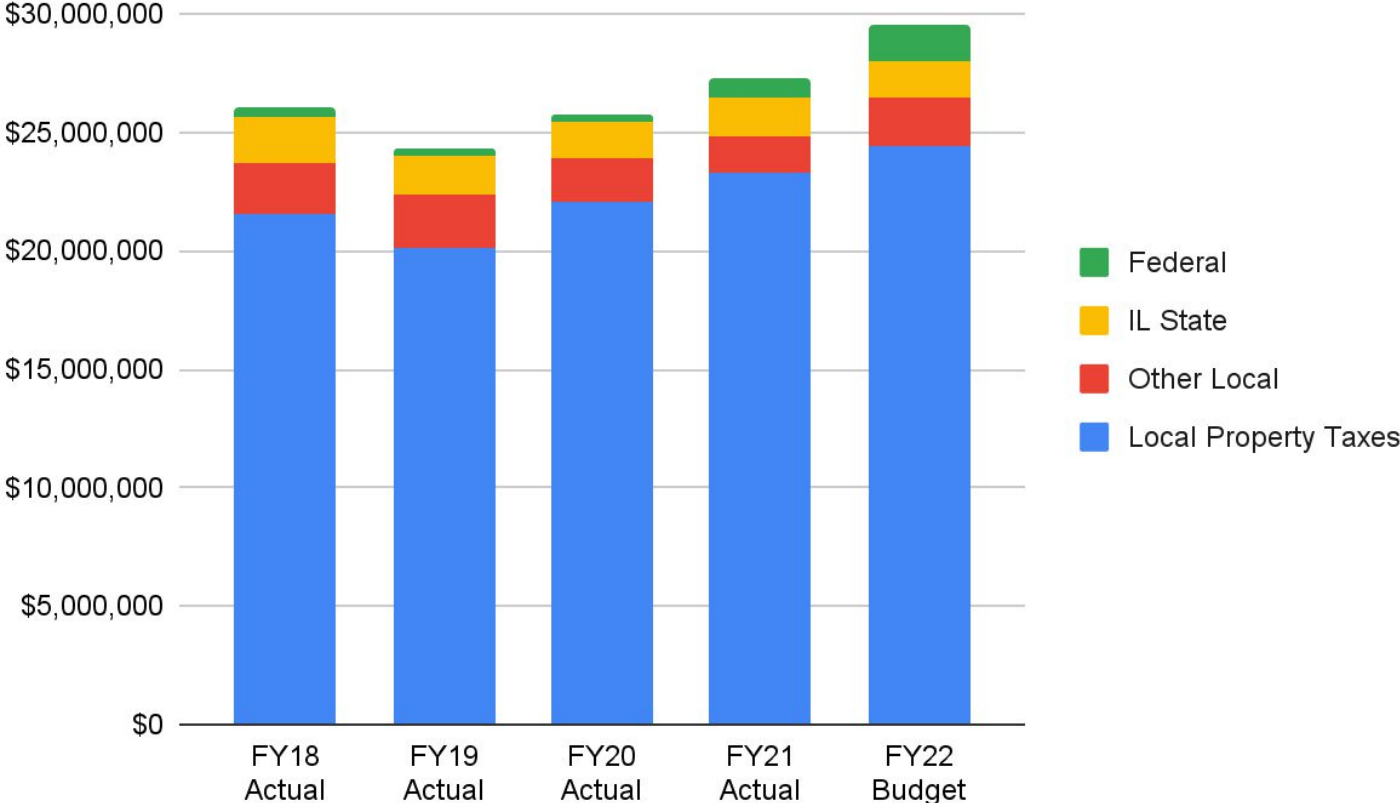
Historical Revenues by SOURCE

Revenue by Source	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Budget
Local Property Taxes	\$21,586,311	\$20,171,156	\$22,054,854	\$23,260,768	\$24,471,128
Other Local	\$2,112,137	\$2,237,405	\$1,871,152	\$1,602,515	\$2,021,155
IL State	\$1,947,078	\$1,575,395	\$1,522,379	\$1,628,741	\$1,522,880
Federal	\$376,477	\$365,216	\$310,781	\$814,867	\$1,538,458
TOTAL	\$26,022,003	\$24,349,172	\$25,759,166	\$27,306,891	\$29,553,621
Bonds (not Revenue)	\$0	\$6,039,929	\$0	\$7,060,050	\$0

Tentative FY22 Revenues by SOURCE



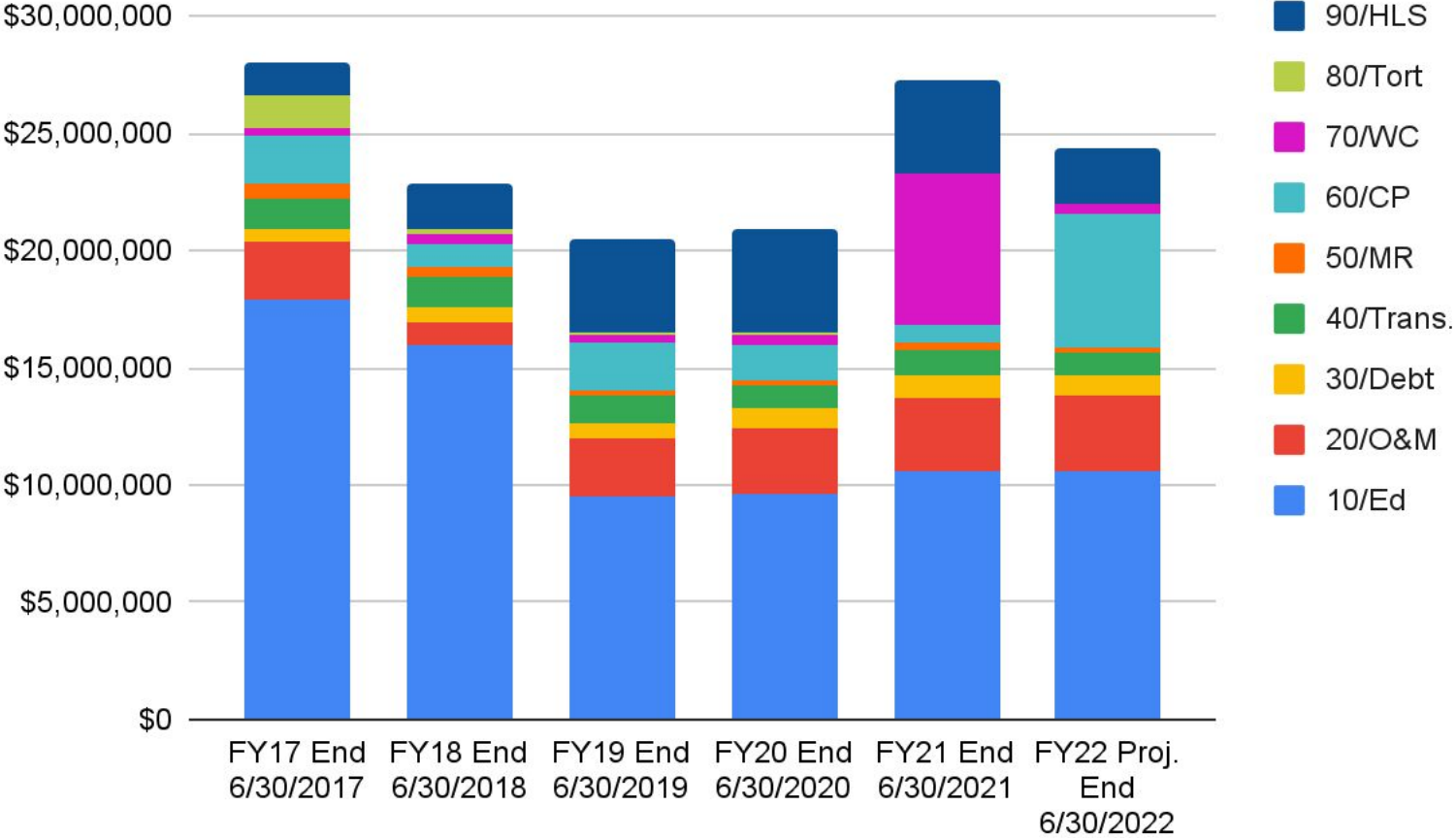
History of Revenue by Source



Fund Balance History

Fund	FY17 End 6/30/2017	FY18 End 6/30/2018	FY19 End 6/30/2019	FY20 End 6/30/2020	FY21 End 6/30/2021	FY22 Proj. End 6/30/2022
10/Ed	\$17,875,824	\$15,984,377	\$9,500,109	\$9,669,192	\$10,616,068	\$10,566,796
20/O&M	\$2,543,331	\$966,253	\$2,492,616	\$2,769,202	\$3,040,061	\$3,284,821
30/Debt	\$536,092	\$609,977	\$627,968	\$826,111	\$986,458	\$780,502
40/Trans.	\$1,288,451	\$1,292,214	\$1,161,250	\$931,371	\$1,163,406	\$1,008,214
50/MR	\$561,125	\$398,773	\$265,882	\$216,730	\$236,808	\$267,353
60/CP	\$2,040,672	\$1,049,646	\$2,000,932	\$1,603,456	\$757,792	\$5,608,236
70/WC	\$369,335	\$377,997	\$392,706	\$402,694	\$6,463,877	\$474,630
80/Tort	\$1,377,415	\$253,930	\$113,631	\$64,776	\$791	\$2,088
90/HLS	\$1,420,894	\$1,883,483	\$3,885,282	\$4,398,543	\$4,011,184	\$2,366,533
	\$28,013,139	\$22,816,650	\$20,440,376	\$20,882,075	\$27,276,445	\$24,359,173

Fund Balance History



FY22 Tentative Budget's Fund Balance Projections

Fund	Description	7/1/21 Beginning Fund Balance	Revenue	Expense	Transfers	6/30/22 Ending Fund Bal. Proj.
10	Ed.	\$10,616,068	\$22,753,347	-\$22,737,619	-\$65,000	\$10,566,796
20	O&M	\$3,040,061	\$2,556,535	-\$2,311,775		\$3,284,821
30	Debt Serv.	\$986,458	\$1,615,092	-\$1,821,048		\$780,502
40	Transp.	\$1,163,406	\$1,129,808	-\$1,285,000		\$1,008,214
51	IMRF	\$382,452	\$249,709	-\$258,174		\$373,987
52	SS/Med.	-\$145,645	\$420,220	-\$381,210		-\$106,635
60	Cap. Proj.	\$757,792	\$138,878	-\$1,288,434	\$6,000,000	\$5,608,236
70	Wrk. Cash	\$6,463,877	\$10,753	\$0	-\$6,000,000	\$474,630
80	Tort Imm.	\$791	\$135,297	-\$199,000	\$65,000	\$2,088
90	FP/HLS	\$4,011,184	\$543,982	-\$2,188,633		\$2,366,533
		\$27,276,445	\$29,553,621	-\$32,470,893	\$0	\$24,359,173

FY22 Tentative Budget: Ratio of Fund Balance to Revenue

Operating Funds	Descriptions	6/30/22 Proj. Ending FB	FY22 Proj. Rev.
10	Ed.	\$10,566,796	\$22,753,347
20	O&M	\$3,284,821	\$2,556,535
40	Transportation	\$1,008,214	\$1,129,808
70	Working Cash	\$474,630	\$10,753
All Op. Funds	Total	\$15,334,462	\$26,450,443

Fund Balance to Revenue Ratio $\frac{\$15,334,462}{\$26,450,443}$ **0.580** 0.25 is minimum by BOE Policy

ILLINOIS STATE BOARD OF EDUCATION

School Business Services Division

School District
 Joint Agreement

Accounting Basis:

Cash
 Accrual

SCHOOL DISTRICT/JOINT AGREEMENT BUDGET FORM *
 July 1, 2021 - June 30, 2022

Balanced budget, no deficit reduction plan is required.

Date of Amended Budget: _____
 (MM/DD/YY)

District Name: Lincolnwood School District 74

District RCDT No: 05-016-0740-02

If your FY21 AFR states that you need to do a deficit reduction plan and your FY22 budget is balanced please state the measures you took to have your budget become balanced. (Bckgrnd-Assumpt 25-26)

Budget of Lincolnwood School District 74, County of _____,
 State of Illinois, for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022.

WHEREAS the Board of Education of Lincolnwood School District 74,
 County of Cook, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary

of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;
 AND WHEREAS a public hearing was held as to such budget on the 2nd day of September, 20 21,
 notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with;

NOW, THEREFORE, Be it resolved by the Board of Education of said district as follows:

Section 1: That the fiscal year of this school district be and the same hereby is fixed and declared to be
 beginning July 1, 2021 and ending June 30, 2022.

Section 2: That the following budget containing an estimate of amounts available in each Fund, separately, and expenditures from each be
 and the same is hereby adopted as the budget of this school district for said fiscal year.

ADOPTION OF BUDGET

The budget shall be approved and signed below by members of the School Board. Adopted this _____ 2nd
 day of September, 20 2021 by a roll call vote of _____ Yeas, and _____ Nays, to wit:

** MEMBERS VOTING YEA:	** MEMBERS VOTING NAY:

* Based on the 23 Illinois Administrative Code-Part 100 and inconformity with Section 17-1 of the School Code.
 ** Type in the members who voted "YEA" nor "NAY". Actual school board member signatures are not required for electronic submission.
 (1) A certified copy of this document must be filed with the county clerk within 30 days of adoption as required by Section 18-50 of the Property Tax Code (35 ILCS 200/18-50).
 (2) Districts are required to submit the adopted/amended budget electronically to ISBE within 30 days of adoption or by October 30, whichever comes first. Budgets are submitted to School Finance Report (SFR): <https://sec1.isbe.net/attachmgr/default.aspx>
Please type the member signatures before submitting to ISBE. We do not accept PDF copies.

BUDGET SUMMARY

	A	B	C	D	E	F	G	H	I	J	K	L
1	<i>Begin entering data on EstRev 5-10 and EstExp 11-17 tabs.</i>											
2	Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety	
3	ESTIMATED BEGINNING FUND BALANCE July 1, 2021 ¹ (without Student Activity Funds)		10,616,068	3,040,061	986,459	1,163,406	236,807	757,792	6,463,877	791	4,011,184	
4	RECEIPTS/REVENUES (without Student Activity Funds)											
5	LOCAL SOURCES	1000	20,387,362	2,351,060	1,615,092	769,808	669,929	9,000	10,753	135,297	543,982	
6	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000	0	0	0	0	0	0	0	0	0	
7	STATE SOURCES	3000	1,162,880	0	0	360,000	0	0	0	0	0	
8	FEDERAL SOURCES	4000	1,203,105	205,475	0	0	0	129,878	0	0	0	
9	Total Direct Receipts/Revenues ⁸		22,753,347	2,556,535	1,615,092	1,129,808	669,929	138,878	10,753	135,297	543,982	
10	Receipts/Revenues for "On Behalf" Payments ²	3998	0									
11	Total Receipts/Revenues		22,753,347	2,556,535	1,615,092	1,129,808	669,929	138,878	10,753	135,297	543,982	
12	DISBURSEMENTS/EXPENDITURES (without Student Activity Funds)											
13	INSTRUCTION	1000	14,442,100				248,856			0		
14	SUPPORT SERVICES	2000	5,776,019	2,311,775		1,285,000	390,528	1,288,434		199,000	2,188,633	
15	COMMUNITY SERVICES	3000	2,000	0		0	0			0		
16	PAYMENTS TO OTHER DISTRICTS & GOVT UNITS	4000	2,517,500	0	0	0	0	0		0	0	
17	DEBT SERVICES	5000	0	0	1,821,048	0	0			0	0	
18	PROVISION FOR CONTINGENCIES	6000	0	0	0	0	0	0		0	0	
19	Total Direct Disbursements/Expenditures ⁹		22,737,619	2,311,775	1,821,048	1,285,000	639,384	1,288,434		199,000	2,188,633	
20	Disbursements/Expenditures for "On Behalf" Payments ²	4180	0	0	0	0	0	0		0	0	
21	Total Disbursements/Expenditures		22,737,619	2,311,775	1,821,048	1,285,000	639,384	1,288,434		199,000	2,188,633	
22	Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures		15,728	244,760	(205,956)	(155,192)	30,545	(1,149,556)	10,753	(63,703)	(1,644,651)	
23	OTHER SOURCES/USES OF FUNDS											
24	OTHER SOURCES OF FUNDS (7000)											
25	PERMANENT TRANSFER FROM VARIOUS FUNDS											
26	Abolishment the Working Cash Fund ¹⁶	7110										
27	Abatement of the Working Cash Fund ¹⁶	7110						6,000,000				
28	Transfer of Working Cash Fund Interest	7120										
29	Transfer Among Funds	7130										
30	Transfer of Interest	7140								65,000		
31	Transfer from Capital Projects Fund to O&M Fund	7150		0								
32	Transfer of Excess Fire Prev & Safety Tax & Interest ³ Proceeds to O&M Fund	7160		0								
33	Transfer of Excess Accumulated Fire Prev & Safety Bond and Int ^{3a} Proceeds to Debt Service Fund	7170			0							
34	SALE OF BONDS (7200)											
35	Principal on Bonds Sold ⁴	7210										
36	Premium on Bonds Sold	7220										
37	Accrued Interest on Bonds Sold	7230										
38	Sale or Compensation for Fixed Assets ⁵	7300										
39	Transfer to Debt Service to Pay Principal on Capital Leases	7400			0							
40	Transfer to Debt Service Fund to Pay Interest on Capital Leases	7500			0							
41	Transfer to Debt Service Fund to Pay Principal on Revenue Bonds	7600			0							
42	Transfer to Debt Service Fund to Pay Interest on Revenue Bonds	7700			0							
43	Transfer to Capital Projects Fund	7800						0				
44	ISBE Loan Proceeds	7900										
45	Other Sources Not Classified Elsewhere	7990										
46	Total Other Sources of Funds ⁸		0	0	0	0	0	6,000,000	0	65,000	0	
47	OTHER USES OF FUNDS (8000)											
49	TRANSFER TO VARIOUS OTHER FUNDS (8100)											
50	Abolishment or Abatement of the Working Cash Fund ¹⁶	8110							6,000,000			
51	Transfer of Working Cash Fund Interest	8120							0			
52	Transfer Among Funds	8130										
53	Transfer of Interest ⁶	8140	65,000									
54	Transfer from Capital Projects Fund to O&M Fund	8150										
55	Transfer of Excess Fire Prev & Safety Tax & Interest ³ Proceeds to O&M Fund	8160										

	A	B	C	D	E	F	G	H	I	J	K	L
1	<i>Begin entering data on EstRev 5-10 and EstExp 11-17 tabs.</i>											
2	Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety	
56	Transfer of Excess Accumulated Fire Prev & Safety Bond ^{3a} and Int	8170										
57	Proceeds to Debt Service Fund											
58	Taxes Pledged to Pay Principal on Capital Leases	8410										
59	Grants/Reimbursements Pledged to Pay Principal on Capital Leases	8420										
60	Other Revenues Pledged to Pay Principal on Capital Leases	8430										
61	Fund Balance Transfers Pledged to Pay Principal on Capital Leases	8440										
62	Taxes Pledged to Pay Interest on Capital Leases	8510										
63	Grants/Reimbursements Pledged to Pay Interest on Capital Leases	8520										
64	Other Revenues Pledged to Pay Interest on Capital Leases	8530										
65	Fund Balance Transfers Pledged to Pay Interest on Capital Leases	8540										
66	Taxes Pledged to Pay Principal on Revenue Bonds	8610										
67	Grants/Reimbursements Pledged to Pay Principal on Revenue Bonds	8620										
68	Other Revenues Pledged to Pay Principal on Revenue Bonds	8630										
69	Fund Balance Transfers Pledged to Pay Principal on Revenue Bonds	8640										
70	Taxes Pledged to Pay Interest on Revenue Bonds	8710										
71	Grants/Reimbursements Pledged to Pay Interest on Revenue Bonds	8720										
72	Other Revenues Pledged to Pay Interest on Revenue Bonds	8730										
73	Fund Balance Transfers Pledged to Pay Interest on Revenue Bonds	8740										
74	Taxes Transferred to Pay for Capital Projects	8810										
75	Grants/Reimbursements Pledged to Pay for Capital Projects	8820										
76	Other Revenues Pledged to Pay for Capital Projects	8830										
77	Fund Balance Transfers Pledged to Pay for Capital Projects	8840										
78	Transfer to Debt Service Fund to Pay Principal on ISBE Loans	8910										
79	Other Uses Not Classified Elsewhere	8990										
80	Total Other Uses of Funds ⁹		65,000	0	0	0	0	0	6,000,000	0	0	
81	Total Other Sources/Uses of Fund		(65,000)	0	0	0	0	6,000,000	(6,000,000)	65,000	0	
82	ESTIMATED ENDING FUND BALANCE June 30, 2022 (Without Student Activity Funds)		10,566,796	3,284,821	780,503	1,008,214	267,352	5,608,236	474,630	2,088	2,366,533	
83	Student Activity ESTIMATED BEGINNING FUND BALANCE July 1, 2021 Fund 11		0									
84	RECEIPTS/REVENUES (For Student Activity Funds)											
85	Total Student Activity Direct Receipts/Revenues (Local Sources)	1799	0									
86	DISBURSEMENTS/EXPENDITURES (For Student Activity Funds)											
87	Total Student Activity Direct Disbursements/Expenditures	1999	0									
88	Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures		0									
89	Student Activity ESTIMATED ENDING FUND BALANCE June 30, 2022		0									
90	Total ESTIMATED BEGINNING FUND BALANCE July 1, 2021 (All Sources Including Student Activity Funds)											
91			10,616,068	3,040,061	986,459	1,163,406	236,807	757,792	6,463,877	791	4,011,184	
92	RECEIPTS/REVENUES (All Sources with Student Activity Funds)											
93	LOCAL SOURCES	1000	20,387,362	2,351,060	1,615,092	769,808	669,929	9,000	10,753	135,297	543,982	
94	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000	0	0		0	0					
95	STATE SOURCES	3000	1,162,880	0	0	360,000	0	0	0	0	0	
96	FEDERAL SOURCES	4000	1,203,105	205,475	0	0	0	129,878	0	0	0	
97	Total Direct Receipts/Revenues ⁸		22,753,347	2,556,535	1,615,092	1,129,808	669,929	138,878	10,753	135,297	543,982	
98	Receipts/Revenues for "On Behalf" Payments ²	3998	0	0	0	0	0	0		0	0	
99	Total Receipts/Revenues		22,753,347	2,556,535	1,615,092	1,129,808	669,929	138,878	10,753	135,297	543,982	
100	DISBURSEMENTS/EXPENDITURES (All Sources with Student Activity Funds)											
101	INSTRUCTION	1000	14,442,100				248,856			0		
102	SUPPORT SERVICES	2000	5,776,019	2,311,775		1,285,000	390,528	1,288,434		199,000	2,188,633	
103	COMMUNITY SERVICES	3000	2,000	0		0	0			0		
104	PAYMENTS TO OTHER DISTRICTS & GOVT UNITS	4000	2,517,500	0	0	0	0	0		0	0	
105	DEBT SERVICES	5000	0	0	1,821,048	0	0			0	0	
106	PROVISION FOR CONTINGENCIES	6000	0	0	0	0	0			0	0	
107	Total Direct Disbursements/Expenditures ⁹		22,737,619	2,311,775	1,821,048	1,285,000	639,384	1,288,434		199,000	2,188,633	

	A	B	C	D	E	F	G	H	I	J	K	L
1	<i>Begin entering data on EstRev 5-10 and EstExp 11-17 tabs.</i>											
2	Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety	
108	Disbursements/Expenditures for "On Behalf" Payments ²	4180	0	0	0	0	0	0		0	0	
109	Total Disbursements/Expenditures		22,737,619	2,311,775	1,821,048	1,285,000	639,384	1,288,434		199,000	2,188,633	
110	Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures		15,728	244,760	(205,956)	(155,192)	30,545	(1,149,556)	10,753	(63,703)	(1,644,651)	
111	OTHER SOURCES/USES OF FUNDS											
112	OTHER SOURCES OF FUNDS (7000)											
113	Total Other Sources of Funds ⁸		0	0	0	0	0	6,000,000	0	65,000	0	
114	OTHER USES OF FUNDS (8000)											
116	Total Other Uses of Funds ⁹		65,000	0	0	0	0	0	6,000,000	0	0	
117	Total Other Sources/Uses of Fund		(65,000)	0	0	0	0	6,000,000	(6,000,000)	65,000	0	
118	ESTIMATED ENDING FUND BALANCE June 30, 2022 (All Sources With student Activity Funds)		10,566,796	3,284,821	780,503	1,008,214	267,352	5,608,236	474,630	2,088	2,366,533	
119												
120	SUMMARY OF EXPENDITURES Without Student Activity Funds (by Major Object)											
121	Description	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety	Total By Object
122	Object Name											
124	Salaries	100	15,086,969	509,517		0		0		0	0	15,596,486
125	Employee Benefits	200	2,531,755	72,183		0	639,384	0		0	0	3,243,322
126	Purchased Services	300	822,071	957,675	0	1,285,000		123,076		194,000	51,610	3,433,432
127	Supplies & Materials	400	1,032,030	498,650		0		0		0	0	1,530,680
128	Capital Outlay	500	213,750	254,000		0		1,165,358		5,000	2,137,023	3,775,131
129	Other Objects	600	2,525,550	1,750	1,821,048	0	0	0		0	0	4,348,348
130	Non-Capitalized Equipment	700	109,600	18,000		0		0		0	0	127,600
131	Termination Benefits	800	415,894	0		0				0	0	415,894
132	Total Expenditures		22,737,619	2,311,775	1,821,048	1,285,000	639,384	1,288,434		199,000	2,188,633	32,470,893

SUMMARY OF CASH TRANSACTIONS

	A	B	C	D	E	F	G	H	I	J	K
			(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)
	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
1											
2											
3	BEGINNING CASH BALANCE ON HAND July 1, 2021 ⁷ (Without Student Activity Funds)										
4			10,481,369	3,088,482	986,458	1,163,406	236,807	740,893	6,463,877	791	4,011,184
4	Total Direct Receipts & Other Sources ⁸		22,753,347	2,556,535	1,615,092	1,129,808	669,929	6,138,878	10,753	200,297	543,982
5	OTHER RECEIPTS										
6	Interfund Loans Payable (Loans from Other Funds)	411									
7	Interfund Loans Receivable (Repayment of Loans)	141									
8	Notes and Warrants Payable	433									
9	Other Current Assets	199									
10	Total Other Receipts		0	0	0	0	0	0	0	0	0
11	Total Direct Receipts, Other Sources, & Other Receipts		22,753,347	2,556,535	1,615,092	1,129,808	669,929	6,138,878	10,753	200,297	543,982
12	Total Amount Available		33,234,716	5,645,017	2,601,550	2,293,214	906,736	6,879,771	6,474,630	201,088	4,555,166
13	Total Direct Disbursements & Other Uses ⁹		22,802,619	2,311,775	1,821,048	1,285,000	639,384	1,288,434	6,000,000	199,000	2,188,633
14	OTHER DISBURSEMENTS										
15	Interfund Loans Receivable (Loans to Other Funds) ¹⁰	141									
16	Interfund Loans Payable (Repayment of Loans)	411									
17	Notes and Warrants Payable	433									
18	Other Current Liabilities	499									
19	Total Other Disbursements		0	0	0	0	0	0	0	0	0
20	Total Direct Disbursements, Other Uses, & Other Disbursements		22,802,619	2,311,775	1,821,048	1,285,000	639,384	1,288,434	6,000,000	199,000	2,188,633
21	ENDING CASH BALANCE ON HAND June 30, 2022 ⁷ (Without Student Activity Funds)		10,432,097	3,333,242	780,502	1,008,214	267,352	5,591,337	474,630	2,088	2,366,533
22											
23	Activity Funds BEGINNING CASH BALANCE ON HAND July 1, 2021 ⁷										
24			21,439								
24	Total Direct Receipts & Other Sources ⁸		0								
25	Total Amount Available		21,439								
26	Total Direct Disbursements & Other Uses ⁹		0								
27	Activity funds ENDING CASH BALANCE ON HAND June 30, 2022 ⁷		21,439								
28											
29	Total BEGINNING CASH BALANCE ON HAND July 1, 2021 ⁷ (With Student Activity Funds)		10,502,808	3,088,482	986,458	1,163,406	236,807	740,893	6,463,877	791	4,011,184
30	Total Direct Receipts & Other Sources ⁸		22,753,347	2,556,535	1,615,092	1,129,808	669,929	6,138,878	10,753	200,297	543,982
31	Total Other Receipts		0	0	0	0	0	0	0	0	0
32	Total Direct Receipts, Other Sources, & Other Receipts		22,753,347	2,556,535	1,615,092	1,129,808	669,929	6,138,878	10,753	200,297	543,982
33	Total Amount Available		33,256,155	5,645,017	2,601,550	2,293,214	906,736	6,879,771	6,474,630	201,088	4,555,166
34	Total Direct Disbursements & Other Uses ⁹		22,802,619	2,311,775	1,821,048	1,285,000	639,384	1,288,434	6,000,000	199,000	2,188,633
35	Total Other Disbursements		0	0	0	0	0	0	0	0	0
36	Total Direct Disbursements, Other Uses, & Other Disbursements		22,802,619	2,311,775	1,821,048	1,285,000	639,384	1,288,434	6,000,000	199,000	2,188,633
37	Total ENDING CASH BALANCE ON HAND June 30, 2022 ⁷ (With Student Activity Funds)		10,453,536	3,333,242	780,502	1,008,214	267,352	5,591,337	474,630	2,088	2,366,533

1	A	B	C	D	E	F	G	H	I	J	K
2	Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety
3	RECEIPTS/REVENUES FROM LOCAL SOURCES (1000)										
4	AD VALOREM TAXES LEVIED BY LOCAL EDUCATION AGENCY	1100									
5	Designated Purposes Levies ^{11 (1110-1120)}	-	18,547,147	2,201,502	1,606,492	589,808	176,309		753	135,297	513,982
6	Leasing Purposes Levy ¹²	1130									
7	Special Education Purposes Levy	1140	344,623								
8	FICA and Medicare Only Levies	1150					355,215				
9	Area Vocational Construction Purposes Levy	1160									
10	Summer School Purposes Levy	1170									
11	Other Tax Levies (Describe & Itemize)	1190									
12	Total Ad Valorem Taxes Levied by District		18,891,770	2,201,502	1,606,492	589,808	531,524	0	753	135,297	513,982
13	PAYMENTS IN LIEU OF TAXES	1200									
14	Mobile Home Privilege Tax	1210									
15	Payments from Local Housing Authority	1220									
16	Corporate Personal Property Replacement Taxes ¹³	1230	315,000	0		170,000	135,000				
17	Other Payments in Lieu of Taxes (Describe & Itemize)	1290									
18	Total Payments in Lieu of Taxes		315,000	0	0	170,000	135,000	0	0	0	0
19	TUITION	1300									
20	Regular Tuition from Pupils or Parents (In State)	1311	161,000								
21	Regular Tuition from Other Districts (In State)	1312									
22	Regular Tuition from Other Sources (In State)	1313	0								
23	Regular Tuition from Other Sources (Out of State)	1314									
24	Summer School Tuition from Pupils or Parents (In State)	1321	15,000								
25	Summer School Tuition from Other Districts (In State)	1322	0								
26	Summer School Tuition from Other Sources (In State)	1323	0								
27	Summer School Tuition from Other Sources (Out of State)	1324									
28	CTE Tuition from Pupils or Parents (In State)	1331									
29	CTE Tuition from Other Districts (In State)	1332									
30	CTE Tuition from Other Sources (In State)	1333									
31	CTE Tuition from Other Sources (Out of State)	1334									
32	Special Education Tuition from Pupils or Parents (In State)	1341									
33	Special Education Tuition from Other Districts (In State)	1342									
34	Special Education Tuition from Other Sources (In State)	1343									
35	Special Education Tuition from Other Sources (Out of State)	1344									
36	Adult Tuition from Pupils or Parents (In State)	1351									
37	Adult Tuition from Other Districts (In State)	1352									
38	Adult Tuition from Other Sources (In State)	1353									
39	Adult Tuition from Other Sources (Out of State)	1354									
40	Total Tuition		176,000								
41	TRANSPORTATION FEES	1400									
42	Regular Transportation Fees from Pupils or Parents (In State)	1411				0					
43	Regular Transportation Fees from Other Districts (In State)	1412									
44	Regular Transportation Fees from Other Sources (In State)	1413									
45	Regular Transportation Fees from Co-curricular Activities (In State)	1415				0					
46	Regular Transportation Fees from Other Sources (Out of State)	1416									
47	Summer School Transportation Fees from Pupils or Parents (In State)	1421									
48	Summer School Transportation Fees from Other Districts (In State)	1422									
49	Summer School Transportation Fees from Other Sources (In State)	1423									
50	Summer School Transportation Fees from Other Sources (Out of State)	1424									
51	CTE Transportation Fees from Pupils or Parents (In State)	1431									
52	CTE Transportation Fees from Other Districts (In State)	1432									
53	CTE Transportation Fees from Other Sources (In State)	1433									
54	CTE Transportation Fees from Other Sources (Out of State)	1434									
55	Special Education Transportation Fees from Pupils or Parents (In State)	1441									
56	Special Education Transportation Fees from Other Districts (In State)	1442									
57	Special Education Transportation Fees from Other Sources (In State)	1443									
58	Special Education Transportation Fees from Other Sources (Out of State)	1444									
59	Adult Transportation Fees from Pupils or Parents (In State)	1451				0					

1	A	B	C	D	E	F	G	H	I	J	K
	Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety
60	Adult Transportation Fees from Other Districts (In State)	1452									
61	Adult Transportation Fees from Other Sources (In State)	1453									
62	Adult Transportation Fees from Other Sources (Out of State)	1454									
63	Total Transportation Fees					0					
64	EARNINGS ON INVESTMENTS	1500									
65	Interest on Investments	1510	100,000	25,000	8,600	10,000	3,405	9,000	10,000	0	30,000
66	Gain or Loss on Sale of Investments	1520									
67	Total Earnings on Investments		100,000	25,000	8,600	10,000	3,405	9,000	10,000	0	30,000
68	FOOD SERVICE	1600									
69	Sales to Pupils - Lunch	1611	110,000								
70	Sales to Pupils - Breakfast	1612									
71	Sales to Pupils - A la Carte	1613									
72	Sales to Pupils - Other (Describe & Itemize)	1614									
73	Sales to Adults	1620									
74	Other Food Service (Describe & Itemize)	1690									
75	Total Food Service		110,000								
76	DISTRICT/SCHOOL ACTIVITY INCOME	1700									
77	Admissions - Athletic	1711									
78	Admissions - Other	1719									
79	Fees	1720	58,400								
80	Book Store Sales	1730	1,500								
81	Other District/School Activity Revenue (Describe & Itemize)	1790	30,000								
82	Student Activity Fund Revenues	1799									
83	Total District/School Activity Income (without Student Activity Funds 1799)		89,900	0							
84	Total District/School Activity Income (with Student Activity Funds 1799)		89,900								
85	TEXTBOOK INCOME	1800									
86	Rentals - Regular Textbooks	1811	45,000								
87	Rentals - Summer School Textbooks	1812	40,000								
88	Rentals - Adult/Continuing Education Textbooks	1813	5,000								
89	Rentals - Other (Describe)	1819									
90	Sales - Regular Textbooks	1821	0								
91	Sales - Summer School Textbooks	1822	0								
92	Sales - Adult/Continuing Education Textbooks	1823	0								
93	Sales - Other (Describe & Itemize)	1829									
94	Other (Describe & Itemize)	1890									
95	Total Textbooks		90,000								
96	OTHER REVENUE FROM LOCAL SOURCES	1900									
97	Rentals	1910		124,558							
98	Contributions and Donations from Private Sources	1920									
99	Impact Fees from Municipal or County Governments	1930									
100	Services Provided Other Districts	1940	0	0							
101	Refund of Prior Years' Expenditures	1950	22,942							0	
102	Payments of Surplus Moneys from TIF Districts	1960	560,000								
103	Drivers' Education Fees	1970									
104	Proceeds from Vendors' Contracts	1980		0							
105	School Facility Occupation Tax Proceeds	1983									
106	Payment from Other Districts	1991	18,750								
107	Sale of Vocational Projects	1992									
108	Other Local Fees (Describe & Itemize)	1993									
109	Other Local Revenues (Describe & Itemize)	1999	13,000	0	0	0	0	0	0	0	0
110	Total Other Revenue from Local Sources		614,692	124,558	0	0	0	0	0	0	0
111	Total Receipts/Revenues from Local Sources (without Student Activity Funds 1799)	1000	20,387,362	2,351,060	1,615,092	769,808	669,929	9,000	10,753	135,297	543,982
112	Total Receipts/Revenues from Local Sources (with Student Activity Funds 1799)		20,387,362								66
113	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT (2000)										

1	A	B	C	D	E	F	G	H	I	J	K
	Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety
114	Flow-Through Revenue from State Sources	2100									
115	Flow-Through Revenue from Federal Sources	2200									
116	Other Flow-Through Revenue (Describe & Itemize)	2300									
117	Total Flow-Through Receipts/Revenues From District to Another District	One 2000	0	0		0	0				
118	RECEIPTS/REVENUES FROM STATE SOURCES (3000)										
119	UNRESTRICTED GRANTS-IN-AID (3001-3099)										
120	Evidence Based Funding Formula (Section 18-8.15)	3001	1,160,000			0					
121	Reorganization Incentives (Accounts 3005-3021)	3005									
122	Fast Growth District Grants	3030									
123	Other Unrestricted Grants-In-Aid From State Sources (Describe & Itemize)	3099									
124	Total Unrestricted Grants-In-Aid		1,160,000	0	0	0	0	0		0	0
125	RESTRICTED GRANTS-IN-AID (3100-3900)										
126	SPECIAL EDUCATION										
127	Special Education - Private Facility Tuition	3100	2,000								
128	Special Education - Funding for Children Requiring Sp Ed Services	3105	0								
129	Special Education - Personnel	3110	0								
130	Special Education - Orphanage - Individual	3120	0								
131	Special Education - Orphanage - Summer Individual	3130	0								
132	Special Education - Summer School	3145	0								
133	Special Education - Other (Describe & Itemize)	3199									
134	Total Special Education		2,000	0		0					
135	CAREER AND TECHNICAL EDUCATION (CTE)										
136	CTE - Technical Education - Tech Prep	3200									
137	CTE - Secondary Program Improvement (CTEI)	3220									
138	CTE - WECEP	3225									
139	CTE - Agriculture Education	3235									
140	CTE - Instructor Practicum	3240									
141	CTE - Student Organizations	3270	0								
142	CTE - Other (Describe & Itemize)	3299									
143	Total Career and Technical Education		0	0			0				
144	BILINGUAL EDUCATION										
145	Bilingual Education - Downstate - TPI and TBE	3305	0								
146	Bilingual Education - Downstate - Transitional Bilingual Education	3310	0								
147	Total Bilingual Education		0				0				
148	State Free Lunch & Breakfast	3360									
149	School Breakfast Initiative	3365									
150	Driver Education	3370									
151	Adult Education (from ICCB)	3410									
152	Adult Education - Other (Describe & Itemize)	3499									
153	TRANSPORTATION										
154	Transportation - Regular and Vocational	3500				130,000					
155	Transportation - Special Education	3510				230,000					
156	Transportation - Other (Describe & Itemize)	3599									
157	Total Transportation		0	0		360,000	0				
158	Learning Improvement - Change Grants	3610	0								
159	Scientific Literacy	3660									
160	Truant Alternative/Optional Education	3695									
161	Early Childhood - Block Grant	3705									
162	Chicago General Education Block Grant	3766									
163	Chicago Educational Services Block Grant	3767									
164	School Safety & Educational Improvement Block Grant	3775	0								
165	Technology - Technology for Success	3780	880								
166	State Charter Schools	3815									

1	A	B	C	D	E	F	G	H	I	J	K
	Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety
167	Extended Learning Opportunities - Summer Bridges	3825									
168	Infrastructure Improvements - Planning/Construction	3920									
169	School Infrastructure - Maintenance Projects	3925		0							0
170	Other Restricted Revenue from State Sources (Describe & Itemize)	3999	0	0							
171	Total Restricted Grants-In-Aid		2,880	0	0	360,000	0	0	0	0	0
172	Total Receipts/Revenues from State Sources	3000	1,162,880	0	0	360,000	0	0	0	0	0
173	RECEIPTS/REVENUES FROM FEDERAL SOURCES (4000)										
174	UNRESTRICTED GRANTS-IN-AID RECEIVED DIRECTLY FROM FEDERAL GOVT. (4001-4009)										
175	Federal Impact Aid	4001									
176	Other Unrestricted Grants-In-Aid Received Directly from the Federal Govt. (Describe & Itemize)	4009									
177	Total Unrestricted Grants-In-Aid Received Directly from Fed Govt		0	0	0	0	0	0	0	0	0
178	RESTRICTED GRANTS-IN-AID RECEIVED DIRECTLY FROM FEDERAL GOVT (4045-4090)										
179	Head Start	4045									
180	Construction (Impact Aid)	4050									
181	MAGNET	4060									
182	Other Restricted Grants-In-Aid Received Directly from Federal Govt. (Describe & Itemize)	4090									
183	Total Restricted Grants-In-Aid Received Directly from Federal Govt.		0	0		0	0	0			0
184	RESTRICTED GRANTS-IN-AID RECEIVED FROM FEDERAL GOVT. THRU THE STATE (4100-4999)										
185	TITLE V										
186	Title V - Flexibility and Accountability	4100	0								
187	Title V - SEA Projects	4105									
188	Title V - Rural Education Initiative (REI)	4107	0								
189	Title V - Other (Describe & Itemize)	4199									
190	Total Title V		0	0		0	0				
191	FOOD SERVICE										
192	Breakfast Start-Up Expansion	4200									
193	National School Lunch Program	4210									
194	Special Milk Program	4215	6,000								
195	School Breakfast Program	4220									
196	Summer Food Service Admin/Program	4225									
197	Child and Adult Care Food Program	4226									
198	Fresh Fruit and Vegetables	4240									
199	Food Service - Other (Describe & Itemize)	4299									
200	Total Food Service		6,000				0				
201	TITLE I										
202	Title I - Low Income	4300	267,728								
203	Title I - Low Income - Neglected, Private	4305									
204	Title I - Migrant Education	4340									
205	Title I - Other (Describe & Itemize)	4399									
206	Total Title I		267,728	0		0	0				
207	TITLE IV										
208	Title IV - Student Support & Academic Enrichment Grant	4400	0								
209	Title IV - 21st Century	4421	0								
210	Title IV - Other (Describe & Itemize)	4499									
211	Total Title IV		0	0		0	0				
212	FEDERAL - SPECIAL EDUCATION										
213	Federal Special Education - Preschool Flow-Through	4600	9,600								
214	Federal Special Education - Preschool Discretionary	4605									
215	Federal Special Education - IDEA Flow Through	4620	290,000								
216	Federal Special Education - IDEA Room & Board	4625	131,968								
217	Federal Special Education - IDEA Discretionary	4630									

1	A	B	C	D	E	F	G	H	I	J	K
2	Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety
218	Federal Special Education - IDEA - Other (Describe & Itemize)	4699									
219	Total Federal Special Education		431,568	0		0	0				
220	CTE - PERKINS										
221	CTE - Perkins-Title IIIIE Tech Prep	4770									
222	CTE - Other (Describe & Itemize)	4799									
223	Total CTE - Perkins		0	0			0				
224	Federal - Adult Education	4810									
225	ARRA - General State Aid - Education Stabilization	4850	0								
226	ARRA - Title I - Low Income	4851	0								
227	ARRA - Title I - Neglected, Private	4852									
228	ARRA - Title I - Delinquent, Private	4853									
229	ARRA - Title I - School Improvement (Part A)	4854									
230	ARRA - Title I - School Improvement (Section 1003g)	4855									
231	ARRA - IDEA - Part B - Preschool	4856									
232	ARRA - IDEA - Part B - Flow-Through	4857									
233	ARRA - Title IID - Technology - Formula	4860									
234	ARRA - Title IID - Technology - Competitive	4861									
235	ARRA - McKinney - Vento Homeless Education	4862									
236	ARRA - Child Nutrition Equipment Assistance	4863									
237	Impact Aid Formula Grants	4864									
238	Impact Aid Competitive Grants	4865									
239	Qualified Zone Academy Bond Tax Credits	4866									
240	Qualified School Construction Bond Credits	4867									
241	Build America Bond Tax Credits	4868									
242	Build America Bond Interest Reimbursement	4869									
243	ARRA - General State Aid - Other Government Services Stabilization	4870	0								
244	Other ARRA Funds - II	4871									
245	Other ARRA Funds - III	4872									
246	Other ARRA Funds - IV	4873									
247	Other ARRA Funds - V	4874									
248	ARRA - Early Childhood	4875									
249	Other ARRA Funds - VII	4876									
250	Other ARRA Funds - VIII	4877									
251	Other ARRA Funds - IX	4878									
252	Other ARRA Funds - X	4879									
253	Other ARRA Funds - Ed Job Fund Program	4880	0								
254	Total Stimulus Programs		0	0	0	0	0	0		0	0
255	Race to the Top Program	4901									
256	Race to the Top - Preschool Expansion Grant	4902									
257	Title III - Instruction for English Learners & Immigrant Students	4905	0								
258	Title III - English Language Acquisition	4909	40,000								
259	McKinney Education for Homeless Children	4920									
260	Title II - Eisenhower - Professional Development Formula	4930	0								
261	Title II - Teacher Quality	4932	25,000								
262	Federal Charter Schools	4960									
263	State Assessment Grants	4981									
264	Grant for State Assessments and Related Activities	4982									
265	Medicaid Matching Funds - Administrative Outreach	4991									
266	Medicaid Matching Funds - Fee-For-Service Program	4992	0								
267	Other Restricted Grants Received from Federal Government through State (Describe & Itemize)	4998	432,809	205,475				129,878			
268	Total Restricted Grants-In-Aid Received from Federal Govt. Thru the State		1,203,105	205,475	0	0	0	129,878		0	0
269	TOTAL RECEIPTS/REVENUES FROM FEDERAL SOURCES	4000	1,203,105	205,475	0	0	0	129,878	0	0	69 0
270	TOTAL DIRECT RECEIPTS/REVENUES (without Student Activity Funds 1799)		22,753,347	2,556,535	1,615,092	1,129,808	669,929	138,878	10,753	135,297	543,982
271	TOTAL DIRECT RECEIPTS/REVENUES (with Student Activity Funds 1799)		22,753,347								

1	A	B	C	D	E	F	G	H	I	J	K
2	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
3	10 - EDUCATIONAL FUND (ED)										
4	INSTRUCTION (ED)	1000									
5	Regular Programs	1100	7,769,901	1,188,398	241,500	649,990	192,500	1,200	97,000	405,933	10,546,422
6	Tuition Payment to Charter Schools	1115									0
7	Pre-K Programs	1125	218,560	66,354	0	3,800	0		1,000		289,714
8	Special Education Programs (Functions 1200 - 1220)	1200	1,276,974	295,770	500	4,200	8,000	300	3,000		1,588,744
9	Special Education Programs Pre-K	1225									0
10	Remedial and Supplemental Programs K-12	1250	569,777	81,656	45,303	13,900	0		0		710,636
11	Remedial and Supplemental Programs Pre-K	1275									0
12	Adult/Continuing Education Programs	1300									0
13	CTE Programs	1400									0
14	Interscholastic Programs	1500	90,000	1,240		1,500	1,000	3,700			97,440
15	Summer School Programs	1600	41,819	1,022	0	4,500					47,341
16	Gifted Programs	1650	314,460	64,606	0	3,500					382,566
17	Driver's Education Programs	1700									0
18	Bilingual Programs	1800	670,884	87,803	1,950	18,600	0	0	0		779,237
19	Truant Alternative & Optional Programs	1900									0
20	Pre-K Programs - Private Tuition	1910									0
21	Regular K-12 Programs Private Tuition	1911									0
22	Special Education Programs K-12 Private Tuition	1912									0
23	Special Education Programs Pre-K Tuition	1913									0
24	Remedial/Supplemental Programs K-12 Private Tuition	1914									0
25	Remedial/Supplemental Programs Pre-K Private Tuition	1915									0
26	Adult/Continuing Education Programs Private Tuition	1916									0
27	CTE Programs Private Tuition	1917									0
28	Interscholastic Programs Private Tuition	1918									0
29	Summer School Programs Private Tuition	1919									0
30	Gifted Programs Private Tuition	1920									0
31	Bilingual Programs Private Tuition	1921									0
32	Truants Alternative/Opt Ed Programs Private Tuition	1922									0
33	Student Activity Fund Expenditures	1999									0
34	Total Instruction¹⁴ (Without Student Activity Funds 1999)	1000	10,952,375	1,786,849	289,253	699,990	201,500	5,200	101,000	405,933	14,442,100
35	Total Instruction¹⁴ (With Student Activity Funds 1999)	1000	10,952,375	1,786,849	289,253	699,990	201,500	5,200	101,000	405,933	14,442,100
36	SUPPORT SERVICES (ED)	2000									
37	Support Services - Pupil	2100									
38	Attendance & Social Work Services	2110	392,546	25,044	0	1,400					418,990
39	Guidance Services	2120									0
40	Health Services	2130	191,053	45,132	1,500	20,940	2,250	750	1,600		263,225
41	Psychological Services	2140	156,500	34,871	2,500	800					194,671
42	Speech Pathology & Audiology Services	2150	281,336	32,858	0	900					315,094
43	Other Support Services - Pupils (Describe & Itemize)	2190	125,979	987							126,966
44	Total Support Services - Pupil	2100	1,147,414	138,892	4,000	24,040	2,250	750	1,600	0	1,318,946
45	Support Services - Instructional Staff	2200									
46	Improvement of Instruction Services	2210	432,388	45,017	63,793	3,500	0	1,800	0		546,498
47	Educational Media Services	2220	263,415	26,965	1,000	9,800	0		0		301,180
48	Assessment & Testing	2230			14,525	0					14,525
49	Total Support Services - Instructional Staff	2200	695,803	71,982	79,318	13,300	0	1,800	0	0	862,203
50	Support Services - General Administration	2300									
51	Board of Education Services	2310		70,000	218,900	2,500	0	15,000	500		306,900
52	Executive Administration Services	2320	269,918	31,936	3,900	2,000	500	2,500	500		311,254
53	Special Area Administration Services	2330	141,962	37,266							179,228
54	Tort Immunity Services	2360 - 2370									0
55	Total Support Services - General Administration	2300	411,880	139,202	222,800	4,500	500	17,500	1,000	0	797,382
56	Support Services - School Administration	2400									
57	Office of the Principal Services	2410	689,545	164,753	5,100	4,200	1,500	2,400		9,961	877,459
58	Other Support Services - School Administration (Describe & Itemize)	2490									0
59	Total Support Services - School Administration	2400	689,545	164,753	5,100	4,200	1,500	2,400	0	9,961	708,774,559
60	Support Services - Business	2500									
61	Direction of Business Support Services	2510	182,968	28,511			0	1,400	500		213,379

1	A	B	C	D	E	F	G	H	I	J	K
2	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
62	Fiscal Services	2520	220,030	49,622	105,500	5,000	0	20,000	1,000		401,152
63	Operation & Maintenance of Plant Services	2540									0
64	Pupil Transportation Services	2550				0					0
65	Food Services	2560	235,394	58,080	1,500	272,500	8,000	1,500	4,500		581,474
66	Internal Services	2570			30,600	1,500					32,100
67	Total Support Services - Business	2500	638,392	136,213	137,600	279,000	8,000	22,900	6,000	0	1,228,105
68	Support Services - Central	2600									
69	Direction of Central Support Services	2610									0
70	Planning, Research, Development & Evaluation Services	2620									0
71	Information Services	2630	94,241	8,478	37,000	6,000	0	1,500			147,219
72	Staff Services	2640			1,000						1,000
73	Data Processing Services	2660	457,319	85,386	500	0	0	500	0		543,705
74	Total Support Services - Central	2600	551,560	93,864	38,500	6,000	0	2,000	0	0	691,924
75	Other Support Services (Describe & Itemize)	2900									
76	Total Support Services	2000	4,134,594	744,906	487,318	331,040	12,250	47,350	8,600	9,961	5,776,019
77	COMMUNITY SERVICES (ED)	3000			1,000	1,000					2,000
78	PAYMENTS TO OTHER DIST & GOVT UNITS (ED)	4000									
79	Payments to Other Dist & Govt Units (In-State)	4100									
80	Payments for Regular Programs	4110									0
81	Payments for Special Education Programs	4120			44,500			2,473,000			2,517,500
82	Payments for Adult/Continuing Education Programs	4130									0
83	Payments for CTE Programs	4140									0
84	Payments for Community College Programs	4170									0
85	Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
86	Total Payments to Other Dist & Govt Units (In-State)	4100			44,500			2,473,000			2,517,500
87	Payments for Regular Programs - Tuition	4210									0
88	Payments for Special Education Programs - Tuition	4220									0
89	Payments for Adult/Continuing Education Programs - Tuition	4230									0
90	Payments for CTE Programs - Tuition	4240									0
91	Payments for Community College Programs - Tuition	4270									0
92	Payments for Other Programs - Tuition	4280									0
93	Other Payments to In-State Govt Units (Describe & Itemize)	4290									0
94	Total Payments to Other Dist & Govt Units - Tuition (In State)	4200						0			0
95	Payments for Regular Programs - Transfers	4310									0
96	Payments for Special Education Programs - Transfers	4320									0
97	Payments for Adult/Continuing Ed Programs - Transfers	4330									0
98	Payments for CTE Programs - Transfers	4340									0
99	Payments for Community College Program - Transfers	4370									0
100	Payments for Other Programs - Transfers	4380									0
101	Other Payments to In-State Govt Units - Transfers (Describe & Itemize)	4390									0
102	Total Payments to Other Dist & Govt Units-Transfers (In State)	4300			0			0			0
103	Payments to Other Dist & Govt Units (Out of State)	4400									0
104	Total Payments to Other Dist & Govt Units	4000			44,500			2,473,000			2,517,500
105	DEBT SERVICE (ED)	5000									
106	Debt Service - Interest on Short-Term Debt	5100									
107	Tax Anticipation Warrants	5110									0
108	Tax Anticipation Notes	5120									0
109	Corporate Personal Property Repl Tax Anticipated Notes	5130									0
110	State Aid Anticipation Certificates	5140									0
111	Other Interest on Short-Term Debt (Describe & Itemize)	5150									0
112	Total Debt Service - Interest on Short-Term Debt	5100						0			0
113	Debt Service - Interest on Long-Term Debt	5200									0
114	Total Debt Service	5000						0			0
115	PROVISION FOR CONTINGENCIES (ED)	6000						0			0
116	Total Direct Disbursements/Expenditures (without Student Activity Funds (1999))		15,086,969	2,531,755	822,071	1,032,030	213,750	2,525,550	109,600	415,894	22,737,619
117	Total Direct Disbursements/Expenditures (with Student Activity Funds (1999))		15,086,969	2,531,755	822,071	1,032,030	213,750	2,525,550	109,600	415,894	22,737,619
118	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures (Without Student Activity Funds 1999)										71 15,728
119	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures (With Student Activity Funds 1999)										15,728

1	A	B	C	D	E	F	G	H	I	J	K
2	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
121	20 - OPERATIONS AND MAINTENANCE FUND (O&M)										
122	SUPPORT SERVICES (O&M)	2000									
123	Support Services - Pupil	2100									
124	Other Support Services - Pupils (Describe & Itemize)	2190									0
125	Support Services - Business	2500									
126	Direction of Business Support Services	2510									0
127	Facilities Acquisition & Construction Services	2530									0
128	Operation & Maintenance of Plant Services	2540	509,517	72,183	957,675	498,650	254,000	1,750	18,000		2,311,775
129	Pupil Transportation Services	2550									0
130	Food Services	2560									0
131	Total Support Services - Business	2500	509,517	72,183	957,675	498,650	254,000	1,750	18,000	0	2,311,775
132	Other Support Services (Describe & Itemize)	2900									0
133	Total Support Services	2000	509,517	72,183	957,675	498,650	254,000	1,750	18,000	0	2,311,775
134	COMMUNITY SERVICES (O&M)	3000									0
135	PAYMENTS TO OTHER DIST & GOVT UNITS (O&M)	4000									
136	Payments to Other Dist & Govt Units (In-State)	4100									
137	Payments for Regular Programs	4110									0
138	Payments for Special Education Programs	4120									0
139	Payments for CTE Program	4140									0
140	Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
141	Total Payments to Other Dist & Govt Units (In-State)	4100			0			0			0
142	Payments to Other Dist & Govt Units (Out of State) ¹⁴	4400									0
143	Total Payments to Other Dist & Govt Unit	4000			0			0			0
144	DEBT SERVICE (O&M)	5000									
145	Debt Service - Interest on Short-Term Debt	5100									
146	Tax Anticipation Warrants	5110									0
147	Tax Anticipation Notes	5120									0
148	Corporate Personal Prop Repl Tax Anticipated Notes	5130									0
149	State Aid Anticipation Certificates	5140									0
150	Other Interest on Short-Term Debt (Describe & Itemize)	5150									0
151	Total Debt Service - Interest on Short-Term Debt	5100						0			0
152	Debt Service - Interest on Long-Term Debt	5200									0
153	Total Debt Service	5000						0			0
154	PROVISION FOR CONTINGENCIES (O&M)	6000						0			0
155	Total Direct Disbursements/Expenditures		509,517	72,183	957,675	498,650	254,000	1,750	18,000	0	2,311,775
156	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										244,760
157											
158	30 - DEBT SERVICE FUND (DS)										
159	PAYMENTS TO OTHER DIST & GOVT UNITS (DS)	4000									
160	Payments to Other Dist & Govt Units (In-State)	4100									
161	Payments for Regular Programs	4110									0
162	Payments for Special Education Programs	4120									0
163	Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
164	Total Payments to Other Dist & Govt Units (In-State)	4000						0			0
165	DEBT SERVICE (DS)	5000									
166	Debt Service - Interest on Short-Term Debt	5100									
167	Tax Anticipation Warrants	5110									0
168	Tax Anticipation Notes	5120									0
169	Corporate Personal Prop Repl Tax Anticipation Notes	5130									0
170	State Aid Anticipation Certificates	5140						698,548			698,548
171	Other Interest on Short-Term Debt (Describe & Itemize)	5150									0
172	Total Debt Service - Interest On Short-Term Debt	5100						698,548			698,548
173	Debt Service - Interest on Long-Term Debt	5200						1,120,000			1,120,000
174	Debt Service - Payments of Principal on Long-Term Debt ¹⁵ (Lease/Purchase Principal Retired)	5300						0			72 0
175	Debt Service Other (Describe & Itemize)	5400						2,500			2,500
176	Total Debt Service	5000			0			1,821,048			1,821,048

	A	B	C	D	E	F	G	H	I	J	K
	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
177	PROVISION FOR CONTINGENCIES (DS)	6000									0
178	Total Direct Disbursements/Expenditures				0			1,821,048			1,821,048
179	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										(205,956)
181	40 - TRANSPORTATION FUND (TR)										
182	SUPPORT SERVICES (TR)	2000									
183	Support Services - Pupils	2100									
184	Other Support Services - Pupils <i>(Describe & Itemize)</i>	2190									0
185	Support Services - Business										
186	Pupil Transportation Services	2550			1,285,000	0	0	0			1,285,000
187	Other Support Services <i>(Describe & Itemize)</i>	2900									0
188	Total Support Services	2000	0	0	1,285,000	0	0	0	0	0	1,285,000
189	COMMUNITY SERVICES (TR)	3000									0
190	PAYMENTS TO OTHER DIST & GOVT UNITS (TR)	4000									
191	Payments to Other Dist & Govt Units (In-State)	4100									
192	Payments for Regular Program	4110									0
193	Payments for Special Education Programs	4120									0
194	Payments for Adult/Continuing Education Programs	4130									0
195	Payments for CTE Programs	4140									0
196	Payments for Community College Programs	4170									0
197	Other Payments to In-State Govt Units <i>(Describe & Itemize)</i>	4190									0
198	Total Payments to Other Dist & Govt Units (In-State)	4100			0			0			0
199	Payments to Other Dist & Govt Units (Out-of-State) <i>(Describe & Itemize)</i>	4400									0
200	Total Payments to Other Dist & Govt Units	4000			0			0			0
201	DEBT SERVICE (TR)	5000									
202	Debt Service - Interest on Short-Term Debt	5100									
203	Tax Anticipation Warrants	5110									0
204	Tax Anticipation Notes	5120									0
205	Corporate Personal Prop Repl Tax Anticipation Notes	5130									0
206	State Aid Anticipation Certificates	5140									0
207	Other Interest on Short-Term Debt <i>(Describe and Itemize)</i>	5150									0
208	Total Debt Service - Interest On Short-Term Debt	5100						0			0
209	Debt Service - Interest on Long-Term Debt	5200									0
210	Debt Service - Payments of Principal on Long-Term Debt ¹⁵ (Lease/Purchase Principal Retired)	5300									0
211	Debt Service - Other (Describe and Itemize)	5400									0
212	Total Debt Service	5000						0			0
213	PROVISION FOR CONTINGENCIES (TR)	6000									0
214	Total Direct Disbursements/Expenditures		0	0	1,285,000	0	0	0	0	0	1,285,000
215	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										(155,192)
216											
217	50 - MUNICIPAL RETIREMENT/SOC SEC FUND (MR/SS)										
218	INSTRUCTION (MR/SS)	1000									
219	Regular Program	1100		122,203							122,203
220	Pre-K Programs	1125		11,741							11,741
221	Special Education Programs (Functions 1200-1220)	1200		88,740							88,740
222	Special Education Programs Pre-K	1225									0
223	Remedial and Supplemental Programs K-12	1250		8,262							8,262
224	Remedial and Supplemental Programs Pre-K	1275									0
225	Adult/Continuing Education Programs	1300									0
226	CTE Programs	1400									0
227	Interscholastic Programs	1500		3,035							3,035
228	Summer School Programs	1600		607							607
229	Gifted Programs	1650		4,561							4,561
230	Driver's Education Programs	1700									0
231	Bilingual Programs	1800		9,707							9,707
232	Truant Alternative & Optional Programs	1900									0
233	Total Instruction	1000		248,856							248,856

1	A	B	C	D	E	F	G	H	I	J	K
2	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
234	SUPPORT SERVICES (MR/SS)	2000									
235	Support Services - Pupil	2100									
236	Attendance & Social Work Services	2110		5,693							5,693
237	Guidance Services	2120									0
238	Health Services	2130		35,827							35,827
239	Psychological Services	2140		2,270							2,270
240	Speech Pathology & Audiology Services	2150		4,081							4,081
241	Other Support Services - Pupils (Describe & Itemize)	2190		9,504							9,504
242	Total Support Services - Pupil	2100		57,375							57,375
243	Support Services - Instructional Staff	2200									
244	Improvement of Instruction Services	2210		16,515							16,515
245	Educational Media Services	2220		3,822							3,822
246	Assessment & Testing	2230									0
247	Total Support Services - Instructional Staff	2200		20,337							20,337
248	Support Services - General Administration	2300									
249	Board of Education Services	2310		0							0
250	Executive Administration Services	2320		3,914							3,914
251	Special Area Administrative Services	2330		5,137							5,137
252	Claims Paid from Self Insurance Fund	2361									0
253	Workers' Compensation or Workers' Occupation Disease Acts Payments	2362									0
254	Unemployment Insurance Payments	2363									0
255	Insurance Payments (regular or self-insurance)	2364									0
256	Risk Management and Claims Services Payments	2365									0
257	Judgment and Settlements	2366									0
258	Educatl, Inspectl, Supervisory Serv. Related to Loss Prevention or Reduction	2367									0
259	Reciprocal Insurance Payments	2368									0
260	Legal Service	2369									0
261	Total Support Services - General Administration	2300		9,051							9,051
262	Support Services - School Administration	2400									
263	Office of the Principal Services	2410		37,093							37,093
264	Other Support Services - School Administration (Describe & Itemize)	2490									0
265	Total Support Services - School Administration	2400		37,093							37,093
266	Support Services - Business	2500									
267	Direction of Business Support Services	2510		2,654							2,654
268	Fiscal Services	2520		41,257							41,257
269	Facilities Acquisition & Construction Services	2530									0
270	Operation & Maintenance of Plant Service	2540		95,539							95,539
271	Pupil Transportation Services	2550									0
272	Food Services	2560		43,287							43,287
273	Internal Services	2570									0
274	Total Support Services - Business	2500		182,737							182,737
275	Support Services - Central	2600									
276	Direction of Central Support Services	2610									0
277	Planning, Research, Development & Evaluation Services	2620									0
278	Information Services	2630		17,671							17,671
279	Staff Services	2640									0
280	Data Processing Services	2660		66,264							66,264
281	Total Support Services - Central	2600		83,935							83,935
282	Other Support Services (Describe & Itemize)	2900									0
283	Total Support Services	2000		390,528							390,528
284	COMMUNITY SERVICES (MR/SS)	3000									0
285	PAYMENTS TO OTHER DIST & GOVT UNITS (MR/SS)	4000									
286	Payments for Regular Programs	4110									0
287	Payments for Special Education Programs	4120									0
288	Payments for CTE Programs	4140									0
289	Total Payments to Other Dist & Govt Units	4000		0							0
290	DEBT SERVICE (MR/SS)	5000									
291	Debt Service - Interest on Short-Term Debt	5100									74
292	Tax Anticipation Warrants	5110									0
293	Tax Anticipation Notes	5120									0

1	A	B	C	D	E	F	G	H	I	J	K
2	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
294	Corporate Personal Prop Repl Tax Anticipation Notes	5130									0
295	State Aid Anticipation Certificates	5140									0
296	Other (Describe & Itemize)	5150									0
297	Total Debt Service	5000						0			0
298	PROVISION FOR CONTINGENCIES (MR/SS)	6000									0
299	Total Direct Disbursements/Expenditures			639,384				0			639,384
300	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										30,545
302	60 - CAPITAL PROJECTS (CP)										
303	SUPPORT SERVICES (CP)	2000									
304	Support Services - Business										
305	Facilities Acquisition & Construction Services	2530			123,076	0	1,165,358				1,288,434
306	Other Support Services (Describe & Itemize)	2900									0
307	Total Support Services	2000	0	0	123,076	0	1,165,358	0	0		1,288,434
308	PAYMENTS TO OTHER DIST & GOVT UNITS (CP)										
309	Payments to Other Dist & Govt Units (In-State)	4100									
310	Payments to Regular Programs	4110									0
311	Payment for Special Education Programs	4120									0
312	Payment for CTE Programs	4140									0
313	Payments to Other Govt Units (In-State) (Describe & Itemize)	4190									0
314	Total Payments to Other Districts & Govt Units	4000			0			0			0
315	PROVISION FOR CONTINGENCIES (CP)	6000									0
316	Total Direct Disbursements/Expenditures		0	0	123,076	0	1,165,358	0	0		1,288,434
317	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										(1,149,556)
319	70 WORKING CASH FUND (WC)										
321	80 - TORT FUND (TF)										
322	INSTRUCTION (TF)	1000									
323	Regular Programs	1100									0
324	Tuition Payment to Charter Schools	1115									0
325	Pre-K Programs	1125									0
326	Special Education Programs (Functions 1200 - 1220)	1200									0
327	Special Education Programs Pre-K	1225									0
328	Remedial and Supplemental Programs K-12	1250									0
329	Remedial and Supplemental Programs Pre-K	1275									0
330	Adult/Continuing Education Programs	1300									0
331	CTE Programs	1400									0
332	Interscholastic Programs	1500									0
333	Summer School Programs	1600									0
334	Gifted Programs	1650									0
335	Driver's Education Programs	1700									0
336	Bilingual Programs	1800									0
337	Truant Alternative & Optional Programs	1900									0
338	Pre-K Programs - Private Tuition	1910									0
339	Regular K-12 Programs Private Tuition	1911									0
340	Special Education Programs K-12 Private Tuition	1912									0
341	Special Education Programs Pre-K Tuition	1913									0
342	Remedial/Supplemental Programs K-12 Private Tuition	1914									0
343	Remedial/Supplemental Programs Pre-K Private Tuition	1915									0
344	Adult/Continuing Education Programs Private Tuition	1916									0
345	CTE Programs Private Tuition	1917									0
346	Interscholastic Programs Private Tuition	1918									0
347	Summer School Programs Private Tuition	1919									0
348	Gifted Programs Private Tuition	1920									0
349	Bilingual Programs Private Tuition	1921									0
350	Truants Alternative/Opt Ed Programs Private Tuition	1922									0
351	Total Instruction¹⁴	1000	0	0	0	0	0	0	0	0	75
352	SUPPORT SERVICES (TF)	2000									
353	Support Services - Pupil	2100									

1	A	B	C	D	E	F	G	H	I	J	K
2	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
354	Attendance & Social Work Services	2110									0
355	Guidance Services	2120									0
356	Health Services	2130									0
357	Psychological Services	2140									0
358	Speech Pathology & Audiology Services	2150									0
359	Other Support Services - Pupils (Describe & Itemize)	2190									0
360	Total Support Services - Pupil	2100	0	0	0	0	0	0	0	0	0
361	Support Services - Instructional Staff	2200									
362	Improvement of Instruction Services	2210									0
363	Educational Media Services	2220									0
364	Assessment & Testing	2230									0
365	Total Support Services - Instructional Staff	2200	0	0	0	0	0	0	0	0	0
366	Support Services - General Administration	2300									
367	Board of Education Services	2310									0
368	Executive Administration Services	2320									0
369	Special Area Administration Services	2330									0
370	Claims Paid from Self Insurance Fund	2361									0
371	Risk Management and Claims Services Payments	2365			194,000		5,000				199,000
372	Total Support Services - General Administration	2300	0	0	194,000	0	5,000	0	0	0	199,000
373	Support Services - School Administration	2400									
374	Office of the Principal Services	2410									0
375	Other Support Services - School Administration (Describe & Itemize)	2490									0
376	Total Support Services - School Administration	2400	0	0	0	0	0	0	0	0	0
377	Support Services - Business	2500									
378	Direction of Business Support Services	2510									0
379	Fiscal Services	2520									0
380	Operation & Maintenance of Plant Services	2540									0
381	Pupil Transportation Services	2550									0
382	Food Services	2560									0
383	Internal Services	2570									0
384	Total Support Services - Business	2500	0	0	0	0	0	0	0	0	0
385	Support Services - Central	2600									
386	Direction of Central Support Services	2610									0
387	Planning, Research, Development & Evaluation Services	2620									0
388	Information Services	2630									0
389	Staff Services	2640									0
390	Data Processing Services	2660									0
391	Total Support Services - Central	2600	0	0	0	0	0	0	0	0	0
392	Other Support Services (Describe & Itemize)	2900									0
393	Total Support Services	2000	0	0	194,000	0	5,000	0	0	0	199,000
394	COMMUNITY SERVICES (TF)	3000									0
395	PAYMENTS TO OTHER DIST & GOVT UNITS (TF)	4000									
396	Payments to Other Dist & Govt Units (In-State)	4100									
397	Payments for Regular Programs	4110									0
398	Payments for Special Education Programs	4120									0
399	Payments for Adult/Continuing Education Programs	4130									0
400	Payments for CTE Programs	4140									0
401	Payments for Community College Programs	4170									0
402	Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
403	Total Payments to Other Dist & Govt Units (In-State)	4100			0			0			0
404	Payments for Regular Programs - Tuition	4210									0
405	Payments for Special Education Programs - Tuition	4220									0
406	Payments for Adult/Continuing Education Programs - Tuition	4230									0
407	Payments for CTE Programs - Tuition	4240									0
408	Payments for Community College Programs - Tuition	4270									0
409	Payments for Other Programs - Tuition	4280									0
410	Other Payments to In-State Govt Units (Describe & Itemize)	4290									0
411	Total Payments to Other Dist & Govt Units - Tuition (In State)	4200						0			0
412	Payments for Regular Programs - Transfers	4310									76
413	Payments for Special Education Programs - Transfers	4320									0
414	Payments for Adult/Continuing Ed Programs - Transfers	4330									0

1	A	B	C	D	E	F	G	H	I	J	K
2	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
415	Payments for CTE Programs - Transfers	4340									0
416	Payments for Community College Program - Transfers	4370									0
417	Payments for Other Programs - Transfers	4380									0
418	Other Payments to In-State Govt Units - Transfers <i>(Describe & Itemize)</i>	4390									0
419	Total Payments to Other Dist & Govt Units-Transfers (In State)	4300			0			0			0
420	Payments to Other Dist & Govt Units (Out of State)	4400									0
421	Total Payments to Other Dist & Govt Units	4000			0			0			0
422	DEBT SERVICE (TF)	5000									
423	Debt Service - Interest on Short-Term Debt										
424	Tax Anticipation Warrants	5110									0
425	Corporate Personal Property Replacement Tax Anticipation Notes	5130									0
426	Other Interest on Short-Term Debt <i>(Describe & Itemize)</i>	5150									0
427	Total Debt Service	5000						0			0
428	PROVISION FOR CONTINGENCIES (TF)	6000									0
429	Total Direct Disbursements/Expenditures		0	0	194,000	0	5,000	0	0	0	199,000
430	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										(63,703)
432	90 - FIRE PREVENTION & SAFETY FUND (FP&S)										
433	SUPPORT SERVICES (FP&S)	2000									
434	Support Services - Business	2500									
435	Facilities Acquisition & Construction Services	2530			51,610	0	0				51,610
436	Operation & Maintenance of Plant Service	2540			0		2,137,023				2,137,023
437	Total Support Services - Business	2500	0	0	51,610	0	2,137,023	0	0		2,188,633
438	Other Support Services <i>(Describe & Itemize)</i>	2900									0
439	Total Support Services	2000	0	0	51,610	0	2,137,023	0	0		2,188,633
440	PAYMENTS TO OTHER DISTRICTS & GOVT UNITS (FP&S)	4000									
441	Payments to Regular Programs	4110									0
442	Payments to Special Education Programs	4120									0
443	Other Payments to In-State Govt Units <i>(Describe & Itemize)</i>	4190									0
444	Total Payments to Other Districts & Govt Units (FPS)	4000						0			0
445	DEBT SERVICE (FP&S)	5000									
446	Debt Service - Interest on Short-Term Debt	5100									
447	Tax Anticipation Warrants	5110									0
448	Other Interest on Short-Term Debt <i>(Describe & Itemize)</i>	5150									0
449	Total Debt Service - Interest on Short-Term Debt	5100						0			0
450	Debt Service - Interest on Long-Term Debt	5200									0
451	Debt Service - Payments of Principal on Long-Term Debt ¹⁵ (Lease/Purchase Principal Retired)	5300									0
452	Total Debt Service	5000						0			0
453	PROVISIONS FOR CONTINGENCIES (FP&S)	6000									0
454	Total Direct Disbursements/Expenditures		0	0	51,610	0	2,137,023	0	0		2,188,633
455	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										(1,644,651)

This page is provided for detailed itemizations as requested within the body of the Report.

- 1.
- 2.
- 3.
- 4.

	A	B	C	D	E	F
1	DEFICIT BUDGET SUMMARY INFORMATION - Operating Funds Only (School Districts Only)					
2	Description	EDUCATIONAL FUND (10)	OPERATIONS & MAINTENANCE FUND (20)	TRANSPORTATION FUND (40)	WORKING CASH FUND (70)	TOTAL
3	Direct Revenues	22,753,347	2,556,535	1,129,808	10,753	26,450,443
4	Direct Expenditures	22,737,619	2,311,775	1,285,000		26,334,394
5	Difference	15,728	244,760	(155,192)	10,753	116,049
6	Estimated Fund Balance - June 30, 2022	10,566,796	3,284,821	1,008,214	474,630	15,334,461
7	Balanced budget, no deficit reduction plan is required.					
8	<p><i>A deficit reduction plan is required if the local board of education adopts (or amends) the 2021-22 school district budget in which the "operating funds" listed above result in direct revenues (line 9) being less than direct expenditures (line 19) by an amount equal to or greater than one-third (1/3) of the ending fund balance (line 81).</i></p>					
10	<p>Note: The balance is determined using only the four funds listed above. That is, if the estimated ending fund balance is less than three times the deficit spending, the district must adopt and file with ISBE a deficit reduction plan to balance the shortfall within three years.</p>					
12	<p><i>The School Code, Section 17-1 (105 ILCS 5/17-1) - If the 2020-2021 Annual Financial Report (AFR) reflects a deficit as defined above (page 36), then the school district shall adopt and submit a deficit reduction plan (found here on page 23-27) to ISBE within 30 days after acceptance of the AFR.</i></p>					
13	<p><i>The deficit reduction plan, if required, is developed using ISBE guidelines and format.</i></p>					
20						

ILLINOIS STATE BOARD OF EDUCATION
School Business Services Division

	A	B	C	D	E	F	G					
1	*School Districts Only		DEFICIT REDUCTION PLAN									
2								ESTIMATED BUDGET				
3	05-016-0740-02											
4	District Number											
5	Lincolnwood School District 74											
6	District Name		Educational Fund	Operations & Maintenance Fund	Transportation Fund	Working Cash Fund	Total					
7	ESTIMATED BEGINNING FUND BALANCE <i>(must equal prior Ending Fund Balance)</i>		10,616,068	3,040,061	1,163,406	6,463,877	21,283,412					
8	RECEIPTS/REVENUES		Acct #									
9	LOCAL SOURCES		1000	20,387,362	2,351,060	769,808	10,753	23,518,983				
10	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT		2000	0	0	0		0				
11	STATE SOURCES		3000	1,162,880	0	360,000	0	1,522,880				
12	FEDERAL SOURCES		4000	1,203,105	205,475	0	0	1,408,580				
13	Total Receipts/Revenues			22,753,347	2,556,535	1,129,808	10,753	26,450,443				
14	DISBURSEMENTS/EXPENDITURES		Funct #									
15	INSTRUCTION		1000	14,442,100				14,442,100				
16	SUPPORT SERVICES		2000	5,776,019	2,311,775	1,285,000		9,372,794				
17	COMMUNITY SERVICES		3000	2,000	0	0		2,000				
18	PAYMENTS TO OTHER DISTRICTS & GOVT. UNITS		4000	2,517,500	0	0		2,517,500				
19	DEBT SERVICES		5000	0	0	0		0				
20	PROVISION FOR CONTINGENCIES		6000	0	0	0		0				
21	Total Disbursements/Expenditures			22,737,619	2,311,775	1,285,000		26,334,394				
22	Excess of Receipts/Revenue Over/(Under) Disbursements/Expenditures			15,728	244,760	(155,192)	10,753	116,049				
23	OTHER SOURCES/USES OF FUNDS											
24	OTHER SOURCES OF FUNDS (7000)			0	0	0	0	0				
25	OTHER USES OF FUNDS (8000)			65,000	0	0	6,000,000	6,065,000				
26	TOTAL OTHER SOURCES/USES OF FUNDS			(65,000)	0	0	(6,000,000)	(6,065,000)				
27	ESTIMATED ENDING FUND BALANCE			10,566,796	3,284,821	1,008,214	474,630	15,334,461				

ILLINOIS STATE BOARD OF EDUCATION
School Business Services Division

	A	B	H	I	J	K	L	M	N	O	P	Q
1	*School Districts Only		ESTIMATED BUDGET FY2022-2023					ESTIMATED BUDGET FY2023-2024				
2												
3	05-016-0740-02											
4	<i>District Number</i>											
5	Lincolnwood School District 74											
6	<i>District Name</i>		Educational Fund	Operations & Maintenance Fund	Transportation Fund	Working Cash Fund	Total	Educational Fund	Operations & Maintenance Fund	Transportation Fund	Working Cash Fund	Total
7	ESTIMATED BEGINNING FUND BALANCE (must equal prior Ending Fund Balance)		10,566,796	3,284,821	1,008,214	474,630	15,334,461	10,566,796	3,284,821	1,008,214	474,630	15,334,461
8	RECEIPTS/REVENUES	Acct #										
9	LOCAL SOURCES	1000					0					0
10	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000					0					0
11	STATE SOURCES	3000					0					0
12	FEDERAL SOURCES	4000					0					0
13	Total Receipts/Revenues		0	0	0	0	0	0	0	0	0	0
14	DISBURSEMENTS/EXPENDITURES	Funct #										
15	INSTRUCTION	1000					0					0
16	SUPPORT SERVICES	2000					0					0
17	COMMUNITY SERVICES	3000					0					0
18	PAYMENTS TO OTHER DISTRICTS & GOVT. UNITS	4000					0					0
19	DEBT SERVICES	5000					0					0
20	PROVISION FOR CONTINGENCIES	6000					0					0
21	Total Disbursements/Expenditures		0	0	0	0	0	0	0	0	0	0
22	Excess of Receipts/Revenue Over/(Under) Disbursements/Expenditures		0	0	0	0	0	0	0	0	0	0
23	OTHER SOURCES/USES OF FUNDS											
24	OTHER SOURCES OF FUNDS (7000)						0					0
25	OTHER USES OF FUNDS (8000)						0					0
26	TOTAL OTHER SOURCES/USES OF FUNDS		0	0	0	0	0	0	0	0	0	0
27	ESTIMATED ENDING FUND BALANCE		10,566,796	3,284,821	1,008,214	474,630	15,334,461	10,566,796	3,284,821	1,008,214	474,630	15,334,461

ILLINOIS STATE BOARD OF EDUCATION
School Business Services Division

	A	B	R	S	T	U	V	W	X	Y	Z
1	*School Districts Only		ESTIMATED BUDGET FY2024-2025					SUMMARY BUDGET ADDENDUM - DEFICIT REDUCTION PLAN ESTIMATED BUDGET			
2											
3	05-016-0740-02										
4	<i>District Number</i>							<i>Date of Adoption:</i>			
5	Lincolnwood School District 74							<i>(Enter as MM/DD/YY)</i>			
6	<i>District Name</i>		Educational Fund	Operations & Maintenance Fund	Transportation Fund	Working Cash Fund	Total	FY2021-2022	FY2022-2023	FY2023-2024	FY2024-2025
7	ESTIMATED BEGINNING FUND BALANCE (must equal prior Ending Fund Balance)		10,566,796	3,284,821	1,008,214	474,630	15,334,461	21,283,412	15,334,461	15,334,461	15,334,461
8	RECEIPTS/REVENUES		Acct #								
9	LOCAL SOURCES		1000				0	23,518,983	0	0	0
10	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT		2000				0	0	0	0	0
11	STATE SOURCES		3000				0	1,522,880	0	0	0
12	FEDERAL SOURCES		4000				0	1,408,580	0	0	0
13	Total Receipts/Revenues		0	0	0	0	0	26,450,443	0	0	0
14	DISBURSEMENTS/EXPENDITURES		Funct #								
15	INSTRUCTION		1000				0	14,442,100	0	0	0
16	SUPPORT SERVICES		2000				0	9,372,794	0	0	0
17	COMMUNITY SERVICES		3000				0	2,000	0	0	0
18	PAYMENTS TO OTHER DISTRICTS & GOVT. UNITS		4000				0	2,517,500	0	0	0
19	DEBT SERVICES		5000				0	0	0	0	0
20	PROVISION FOR CONTINGENCIES		6000				0	0	0	0	0
21	Total Disbursements/Expenditures		0	0	0	0	0	26,334,394	0	0	0
22	Excess of Receipts/Revenue Over/(Under) Disbursements/Expenditures		0	0	0	0	0	116,049	0	0	0
23	OTHER SOURCES/USES OF FUNDS										
24	OTHER SOURCES OF FUNDS (7000)						0	0	0	0	0
25	OTHER USES OF FUNDS (8000)						0	6,065,000	0	0	0
26	TOTAL OTHER SOURCES/USES OF FUNDS		0	0	0	0	0	(6,065,000)	0	0	0
27	ESTIMATED ENDING FUND BALANCE		10,566,796	3,284,821	1,008,214	474,630	15,334,461	15,334,461	15,334,461	15,334,461	15,334,461

Deficit Reduction Plan-Background/Assumptions (School Districts Only)
Fiscal Year 2021-2022 through Fiscal Year 2024-2025

Lincolnwood School District 74 05-016-0740-02

Please complete the following schedule and include a brief description to identify any areas of the budget that will be impacted from one year to the next. If the deficit reduction plan relies upon new local revenues, identify contingencies for further budget reductions which will be enacted in the event those new revenues are not available.

1. Background and Narrative of Budget Reductions:

2. Assumptions Used in the Deficit Reduction Plan:

- EBF and Estimated New Tier Funding:

- Equal Assessed Valuation and Tax Rates:

- Employee Salaries and Benefits:

- Short and Long Term Borrowing:

- Educational Impact:

- Other Assumptions:

- Has the district considered shared services or outsourcing (Ex: Transportation, Insurance) If yes please explain:

ESTIMATED LIMITATION OF ADMINISTRATIVE COSTS (School Districts Only)

(For Local Use Only)

This is an estimated Limitation of Administrative Costs Worksheet only and will not be accepted for Official Submission of the Limitation of Administrative Costs Worksheet.

The worksheet is intended for use during the budgeting process to estimate the district's percent increase of FY2022 budgeted expenditures over FY2021 actual expenditures. Budget information is copied to this page. Insert the prior year estimated actual expenditures to compute the estimated percentage increase (decrease).

The official Limitation of Administrative Costs Worksheet is attached to the end of the Annual Financial Report (ISBE Form 50-35) and may be submitted in conjunction with that report.

An official Limitation of Administrative Costs Worksheet can also be found on the ISBE website at: [Limitation of Administrative Costs](#)

ESTIMATED LIMITATION OF ADMINISTRATIVE COSTS WORKSHEET
(Section 17-1.5 of the School Code)

School District Name: Lincolnwood School District 74
RCDT Number: 05-016-0740-02

Description	Funct. No.	Estimated Actual Expenditures, Fiscal Year 2021				Budgeted Expenditures, Fiscal Year 2022			
		(10) Educational Fund	(20) Operations & Maintenance Fund	(80) Tort Fund	Total	(10) Educational Fund	(20) Operations & Maintenance Fund	(80) Tort Fund	Total
1. Executive Administration Services	2320	298,703		0	298,703	311,254		0	311,254
2. Special Area Administration Services	2330	176,979		0	176,979	179,228		0	179,228
3. Other Support Services - School Administration	2490	0		0	0	0		0	0
4. Direction of Business Support Services	2510	207,741		0	207,741	213,379	0	0	213,379
5. Internal Services	2570	28,312		0	28,312	32,100		0	32,100
6. Direction of Central Support Services	2610	0		0	0	0		0	0
7. Deduct - Early Retirement or other pension obligations required by state law and included above.				0	0				0
8. Totals		711,735	0	0	711,735	735,961	0	0	735,961
9. Estimated Percent Increase (Decrease) for FY2022 (Budgeted) over FY2021 (Actual)									3%

Reference Description

- 1 Each fund balance should correspond to the fund balance reflected on the books as of June 30th - Balance Sheet Accounts #720 and #730 (audit figures, if available).
- 2 Accounting and Financial Reporting for Certain Grants and Other Financial Assistance. The "On-Behalf" Payments should only be reflected on this page (Budget Summary, Lines 10 and 20).
- 3 Requires the secretary of the school board to notify the county clerk (within 30 days of the transfer approval) to abate an equal amount of taxes to be next extended. See Sec. 10-22.14 & 17-2.11.
- 3a Requires notification to the county clerk to abate an equal amount from taxes next extended. See section 10-22.14
- 4 Principal on Bonds Sold:
- (1) Funding Bonds are to be entered in the fund or funds in which the liability occurs.
 - (2) Refunding Bonds can be entered in the Debt Services Fund only.
 - (3) Building Bonds can be entered in the Capital Projects Fund only.
 - (4) Fire Prevention and Safety Bonds can be entered in the Fire Prevention & Safety Fund only.
- 5 The proceeds from the sale of school sites, buildings, or other real estate shall be used first to pay the principal and interest on any outstanding bonds on the property being sold, and after all such bonds have been retired, the remaining proceeds from the sale next shall be used by the school board to meet any urgent district needs as determined under Sections 2-3.12 and 17-2.11 of the School Code. Once these issues have been addressed, any remaining proceeds may be used for any other authorized purpose and for deposit into any district fund.
- 6 The School Code, Section 10-22.44 prohibits the transfer of interest earned on the investment of "any funds for purposes of Illinois Municipal Retirement under the Pension Code." This prohibition does not include funds for Social Security and Medicare-only purposes. For additional requirements on interest earnings, see 23 Illinois Administrative Code, Part 100, Section 100.50.
- 7 Cash plus investments must be greater than or equal to zero.
- 8 For cash basis budgets, this total will equal the Budget Summary - Total Direct Receipts/Revenues (Line 9) plus Total Other Sources of Funds (Line 46).
- 9 For cash basis budgets, this total will equal the Budget Summary - Total Direct Disbursements/Expenditures (Line 19) plus Total Other Uses of Funds (Line 79).
- 10 Working Cash Fund loans may be made to any district fund for which taxes are levied (Section 20-5 of the School Code).
- 11 Include revenue accounts 1110 through 1115, 1117,1118 & 1120.
- 12 The School Code Section 17-2.2c. Tax for leasing educational facilities or computer technology or both, and for temporary relocation expense purposes.
- 13 Corporate personal property replacement tax revenue must be first applied to the Municipal Retirement/Social Security Fund to replace tax revenue lost due to the abolition of the corporate personal property tax (30 ILCS 115/12). This provision does not apply to taxes levied for Medicare-Only purposes.
- 14 Only tuition payments made to private facilities. See Functions 4200 or 4400 for estimated public facility disbursements/expenditures.
- 15 Payment towards the retirement of lease/purchase agreements or bonded/other indebtedness (principal only) otherwise reported within the fund - e.g.: alternate revenue bonds. (Describe & Itemize)
- 16 Only abolishment of Working Cash Fund must transfer its funds directly to the Educational Fund upon adoption of a resolution and at the close of the current school Year (see 105 ILCS 5/20-8 for further explanation)
- Only abatement of working cash fund can transfer its funds to any fund in most need of money
(see 105 ILCS 5/20-10 for further explanation)

CHECK FOR ERRORS	
<p>This worksheet checks various cells to assure that selected items are in balance. Out-of-balance conditions are accompanied by an error message. Errors must be corrected before the budget is finalized and submitted to ISBE.</p>	
Budget Item References	Message
Is Deficit Reduction Plan Required? (Joint Agreements do not complete a deficit reduction plan.)	Congratulations! You have a balanced budget.
If required, is Deficit Reduction Plan Completed (Page: DefReductPlan 23-27)?	
1. Cover Page - "School District or Joint Agreement" and "CASH or ACCRUAL"	
Check School District or Joint Agreement.	School District
Check one type of Accounting Basis used on the Cover sheet.	ACCRUAL
2. Budget Summary: Other Sources (Page BudgetSum 2-3 - Acct 7000), must equal Other Uses (BudgetSum 2-3 - Acct. 8000).	
Estimated Beginning Fund Balance July,1 2021 for all Funds (Cells C3 - K3) (Line must have a number or zero. Do not leave blank.)	OK
Estimated Activity Fund Beginning Fund Balance July,1 2021 (Cell C83) (Cell must have a number or zero. Do not leave blank.)	OK
Transfer Among Funds (Funds 10, 20, 40 - Acct 7130 - Cells C29, D29, F29), must equal (Funds 10, 20 & 40 - Acct 8130 - Cells C52, D52, F52).	OK
Transfer of Interest (Funds 10 thru 90 - Acct 7140 - Cells C30:K30), must equal (Funds 10 thru 60, & 80 - Acct 8140 - Cells C53:H53, J53).	OK
Transfer to Debt Service to Pay Principal on Capital Leases (Fund 30 - Acct 7400 - Cell E39) must equal (Funds 10, 20 & 60 - Acct 8400 Cells C57:H60).	OK
Transfer to Debt Service to Pay Interest on Capital Leases (Fund 30 - Acct 7500 - Cell E40) must equal (Funds 10, 20 & 60 - Acct 8500 - Cells C61:H64).	OK
Transfer to Debt Service Fund to Pay Principal on Revenue Bonds (Fund 30 - Acct 7600 - Cell E41) must equal (Funds 10 & 20 - Acct 8600 - Cells C65:D68).	OK
Transfer to Debt Service to Pay Interest on Revenue Bonds (Fund 30 - Acct 7700 - Cell E42) must equal (Funds 10 & 20 - Acct 8700 - Cells C69:D72).	OK
Transfer to Capital Projects Fund (Fund 60 - Acct 7800 - Cell H43) must equal (Fund 10 & 20, Acct 8800 - Cells C73:D76).	OK
3. Summary of Cash Transactions: Beginning Cash Balance on Hand July 1, 2021, (CashSum 4, All Funds), cannot be negative.	
Educational (Fund 10 - Cell C3)	OK
Operations & Maintenance (Fund 20 - Cell D3)	OK
Debt Service (Fund 30 - Cell E3)	OK
Transportation (Fund 40 - Cell F3)	OK
Municipal Retirement/Social Security (Fund 50 - Cell G3)	OK
Capital Projects (Fund 60 - Cell H3)	OK
Working Cash (Fund 70 - Cell I3)	OK
Tort (Fund 80 - Cell J3)	OK
Fire Prevention & Safety (Fund 90 - Cell K3)	OK
Activity Funds (Cell C23)	OK
4. Summary of Cash Transactions: Ending Cash Balance on Hand June 30, 2022, (Page CashSum 4 - All Funds), cannot be negative.	
Educational (Fund 10 - Cell C21)	OK
Operations & Maintenance (Fund 20 - Cell D21)	OK
Debt Service (Fund 30 - Cell E21)	OK
Transportation (Fund 40 - F21)	OK
Municipal Retirement/Social Security (Fund 50 - Cell G21)	OK
Capital Projects (Fund 60 - H21)	OK
Working Cash (Fund 70 - Cell I21)	OK
Tort (Fund 80 - Cell J21)	OK
Fire Prevention & Safety (Fund 90 - Cell K21)	OK
5. Summary of Cash Transactions: Other Receipts, (Page CashSum 4), must equal Other Disbursements, (Page CashSum 4).	
Interfund Loans Payable (Funds 10:60, 80, 90 - Acct 411 - Cells C6:H6, J6:K6) must equal Interfund Loans Receivable (Funds 10:20, 40, 70 - Acct 141 - Cells C15:D15, F15, I15).	OK
Interfund Loans Receivable (Funds 10, 20, 40 & 70 - Acct 141 - Cells C7:D7, F7, I7) must equal Interfund Loans Payable (Funds 10:60, 80, 90 - Acct 411 - Cells C16:H16, J16, K16).	OK

End of Balancing

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT NO. 74,
COOK COUNTY, ILLINOIS**

**NOTICE OF AVAILABILITY OF TENTATIVE BUDGET FOR
PUBLIC INSPECTION AND PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN BY the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois, that the tentative budget for said School District for the fiscal year beginning July 1, 2021, and ending June 30, 2022, will be on file and conveniently available for public inspection at the District's Administrative Offices located at 6950 N. East Prairie Road, Lincolnwood IL 60712, in the School District from 8:00 a.m. through 4:00 p.m. each weekday, excluding public holidays, beginning August 3, 2021, and shall also be available that same day on the District's website at www.sd74.org.

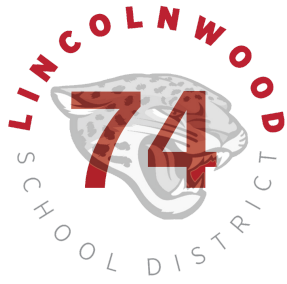
Notice is further given that a public hearing on said budget will be held on September 2, 2021, at 7:30 p.m. The public hearing will be held at the Village of Lincolnwood Council Chambers, 6900 N. Lincoln Avenue, Lincolnwood IL 60712, in the School District. The purpose of the hearing will be to present the tentative budget and receive public comments on the budget. The Board intends to approve the budget at the regular Board of Education meeting that follows said hearing.

Note: In-person attendance may be impacted by state or local restrictions on public gatherings due to the ongoing coronavirus pandemic, which could also require the relocation of the meeting to one of the schools of the District. Members of the public should consult the meeting agenda which will be made available on the District's website at least 48 hours in advance for further information.

By order of the Finance Committee of the Board of Education of Lincolnwood School District No. 74.

DATED this 22nd day of July, 2021.

John P. Vranas
Secretary, Board of Education
Lincolnwood School District
No. 74, Cook County, Illinois



Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: Resolution Regarding IDOT Hazardous Transportation Routes

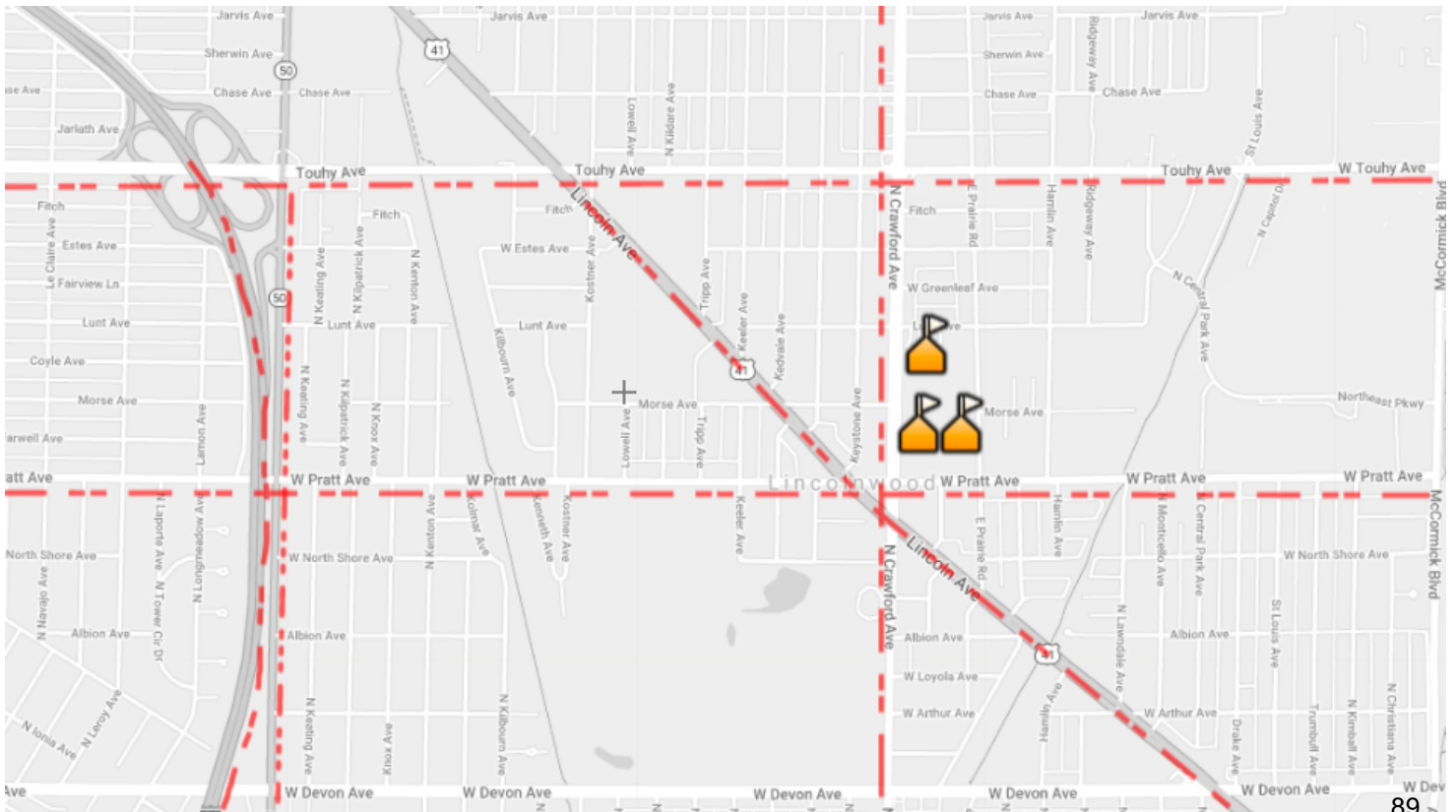
PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

District Legal Counsel has prepared a resolution declaring thoroughfares with heavy traffic flow as pupil transportation hazards.



Cicero Avenue
Crawford Avenue
Lincoln Avenue
Pratt Avenue
Touhy Avenue
I-94

Fiscal Impact:

The Illinois State Board of Education reimburses districts for pupils transported on routes that are less than 1.5 miles with hazards. Routes to school less than 1.5 miles without hazards are considered non-reimbursable.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to adopt the Resolution regarding IDOT Hazardous Transportation Routes as presented.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT NO. 74,
COOK COUNTY, ILLINOIS**

**RESOLUTION RE: ILLINOIS DEPARTMENT OF TRANSPORTATION
SERIOUS SAFETY HAZARD ANNUAL REVIEW**

WHEREAS, this Board of Education (the "Board") is the duly-elected governing Board of Lincolnwood School District No. 74 (the "District") serving grades Pre-K through 8; and

WHEREAS, the District has served the Village of Lincolnwood in the Chicago metropolitan area for more than 75 years; and

WHEREAS, since its organization, the District has experienced ever-increasing traffic congestion, particularly during the past ten (10) years; and

WHEREAS, as the result of that traffic congestion, students of this School District must cross and walk along many major thoroughfares to get from home to school including, but not limited to: Interstate I-94; Illinois Route 50 (Cicero Avenue); U.S. Route 41 (Lincoln Avenue); North Crawford Avenue; West Touhy Avenue; and West Pratt Avenue (the "Major Thoroughfares"); and

WHEREAS, the Major Thoroughfares represent conditions such that walking, either to or from the schools to which pupils of this District are assigned for attendance or to or from a pick-up point or bus stop, constitutes a serious safety hazard to the pupils due to vehicular traffic or rail crossings; and

WHEREAS, this Board has conducted an annual review of these conditions as required by Section 29-3 of the Illinois School Code and hereby finds and determines that these serious hazardous conditions along the Major Thoroughfares remain unchanged;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Lincolnwood School District No.74, Cook County, Illinois as follows:

SECTION ONE: That the Preambles to this Resolution are hereby incorporated in this Section One as if fully set forth and restated herein verbatim.

SECTION TWO: That this Resolution shall be in full force and effect forthwith upon and after its adoption and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

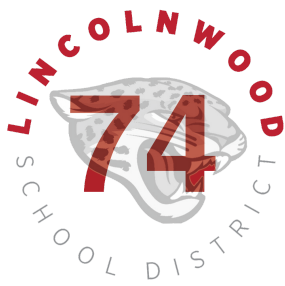
ADOPTED this 5th day of August, 2021.

BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT NO. 74,
COOK COUNTY, ILLINOIS

By: _____
Its President

ATTEST:

Its Secretary



Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: Blackboard Inc. Website & Mobile App 2021-22 Contract

PREPARED BY: Christina Audisho

.....

Recommended Action:

Action: X

Discussion: X

Information: X

Purpose: Lincolnwood School District 74 signs an annual agreement with Blackboard Inc. for website and mobile app services.

Background: District Legal Counsel has reviewed and approved this contract.

Fiscal Impact:

The total for the 2021-22 Blackboard contract is \$1,988.61.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the 2021-22 Contract with Blackboard Inc. for website and mobile app services in the amount of \$1,988.61.

New Period or Contract Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:

Lincolnwood Sch Dist 74
6950 N East Prairie Rd
Lincolnwood, IL 60712-2554
USA

Date: 04/22/2021
Customer No: 326648
Document No: CSF000357261

Customer Primary Contact: Christina Audisho

PRODUCTS AND SERVICES SUBJECT TO NEW PERIOD OR RENEWAL:

<u>Qty</u>	<u>Product Code</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
1	WCM-ESSN	Website and content management system software with reliable web hosting., 1 - 2,000 Users	07/01/2021	06/30/2022	1,467.03
1235	MCA-APP	Custom, branded mobile app with access to news, calendars, social media, notifications, and other vital school information.	07/01/2021	06/30/2022	521.58

Renewal Amount (USD) 1,988.61

CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next period or contract renewal period starts on **07/01/2021**. With respect to contract renewals, per the terms of your contract your license(s) may be automatically renewed 30 days prior to the renewal period start date, and **use of the product and/or services on or beyond 07/01/2021 may result in an automatic invoice from Blackboard for the renewal amount noted above.**

Any utilization beyond licensed quantities allowed under your current contract with Blackboard may result in license fees charged in addition to the new period or contract renewal amount noted above. Please reach out to Blackboard to adjust your current license quantity if applicable.

You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Amount Due and will be added, where applicable, when invoiced. If you are exempt from paying sales tax, include your current state tax exemption certificate or forward to exemptcerts@blackboard.com.

Please review the following to ensure accurate billing:

1. Provide updated billing information if inaccurate
2. Provide Purchase Order No., if required

3. Include current tax-exempt form for your institution, if applicable
4. Purchase Orders and/or Tax-Exempt Form can be sent via any one of the following methods by **06/25/2021**:
 - Email: operations@blackboard.com
 - Fax: +1.312.236.7251
 - Mail: Blackboard Inc., 11720 Plaza America Drive Fl 11, Reston, VA 20190, USA
5. If you do not require a Purchase Order, please provide confirmation via email that "No PO is required" to operations@blackboard.com or directly to your renewal representative.



Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: Neptune Navigate Educate Tier 2 Subscription

PREPARED BY: David Russo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Board approves all contracts.

Through a series of activities, discussions, and multimedia presentations the District's digital citizenship curriculum asks students to consider what it means to create a positive "digital footprint," appropriately author electronic communications such as emails and posts, maintain private data, evaluate Internet resources for credibility, and avoid negative social media interactions. In these experiences, students learn the fundamental tools to function productively and appropriately in their electronic space.

Neptune Navigate provides online modules that teach students how to interact more safely in the digital world. The program offers lessons in modules such as: *Digital Footprint, Social Media, and Media Literacy*. Neptune Navigate will be used in complement with the Common Sense Media digital citizenship program also implemented in the District. Neptune Navigate has foundational information, vocabulary, and concepts. Students will use this knowledge and apply it through activities embedded in the Common Sense Media program.

District Legal Counsel reviewed the Quote, Terms and Conditions, Children's Internet Protection Act (CIPA), Children's Online Privacy Protection Act (COPPA), and Family Educational Rights and Privacy Act (FERPA) documents from the vendor. Legal Counsel drafted an Amendment addressing the new Student Online Personal Protection Act (SOPPA). The vendor agreed to the Amendment, which is included in the Committee packet.

Fiscal Impact:

The cost of Neptune Navigate Educate Tier 2 for a one-year District subscription is \$1,750.00.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve a one-year subscription to Neptune Navigate Educate Tier 2 in the amount of \$1,750.00 from August 6, 2021 to August 5, 2022.



Lincolnwood School District 74

Lincolnwood School District 74

6950 East Prairie Road
Lincolnwood, IL 60712
United States

David Russo

Director of Instruction/Curriculum
drusso@sd74.org
(847)675-8234

Reference: 20210427-131208420

Quote created: April 27, 2021
Quote expires: August 31, 2021
Quote created by: Caleb Wheeler
calebw@neptunenow.com

Products & Services

Item & Description	Quantity	Unit Price	Total
Neptune Navigate Educate Tier 2 Annual subscription includes access to eight (8) self-contained Digital Citizenship learning modules for grades 1-12, faculty and staff; modules will be released at the beginning of each month. Access to the full resource library will be made available to all authorized district personnel. Max number of registered users per district: 3,000. PRICE = \$1,750/annually	1	\$1,750.00 / year	\$1,750.00 / year for 1 year

Subtotals

Annual subtotal \$1,750.00

Total \$1,750.00

TERMS AND CONDITIONS

We want to ensure that your district has the best experience possible when using *Neptune Navigate*. If you have any questions concerning the following Terms and Conditions, please contact your Product Manager. These Terms and Conditions are valid as of June 2020 and are subject to change. You will be informed if any updates are made to said Terms and Conditions. Payment of your invoice and/or continued use of service constitutes acceptance of these Terms and Conditions.

01 AGREEMENT

This service agreement is for a single school year running between August and June, and must be paid in full in advance before access to the LMS is provided. The program resets at the beginning of each August with updated and/or new modules provided on the schedule outlined in the proposal. There are no carry-overs from the previous school year in regards to module tracking. Annual renewal payment is due on or before August 1, and renewal notices will be sent out 60 days in advance of the due date.

02 LATE PAYMENT POLICY

Account is considered delinquent if not paid within 30 days after the due date, at which time, service will be suspended.

03 TERMS OF USE POLICY

Purchasing school/district agrees that all materials provided by *Neptune Navigate* will solely be used for that school/district, and will not be shared in any way with any other entities. The purchasing school/district has the right to post materials ONLY on that entity's social media sites and/or physical properties; nowhere else without prior written authorization from *Neptune Navigate*.

04 INTENDED USE POLICY

Neptune Navigate is intended for the use of the faculty and staff of the purchasing school/district only. Neither you nor your staff members are permitted to share content or log in information with persons not employed by the school/district. By doing so you will be in direct violation of the intended use of the product and will be subject to further legal repercussions.

05 COPYWRITING

ALL *Neptune Navigate* materials are copyright protected and cannot be shared, transmitted, or reproduced outside the Terms of Use Policy without prior written authorization from *Neptune Navigate*.



Children's Internet Protection Act (CIPA)

The Children's Internet Protection Act (CIPA) requires schools and libraries receiving certain e-Rate benefits from the Federal Communications Commission (FCC) to adhere to policies that provide safe internet experiences for minors. These include policies related to:

- Preventing access by minors to inappropriate matter on the Internet;
- The safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
- Unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- Unauthorized disclosure, use, and dissemination of personal information regarding minors; and
- Measures restricting minors' access to materials harmful to them.

As a vendor working with schools and libraries, CMC Neptune has created our Neptune Navigate product to adhere to all such guidelines.

Although the burden of preventing access to inappropriate websites and content belongs to the school or library, Neptune Navigate can help create an intentional internet experience for young students by enabling instant access to positive online resources from any device.

Affirmed and acknowledged on January 1st, 2021 by the following:

A handwritten signature in black ink that reads "Eric Jontra". The signature is written in a cursive style and is positioned above a horizontal line.

Eric Jontra / President
CMC Neptune



Children's Online Privacy Protection Act (COPPA)

CMC Neptune LLC and our Neptune Navigate services comply with all applicable provisions of the Children's Online Privacy Protection Act (COPPA) (15 USC 6501 et seq.). To the extent COPPA applies to information we collect, we process such information for educational purposes only, at the direction of the partnering School Customer and on the basis of educational institution consent.

Affirmed and acknowledged on January 1st, 2021, by the following:

A handwritten signature in black ink that reads "Eric Jontra". The signature is written in a cursive style with a horizontal line underneath it.

Eric Jontra / President
CMC Neptune



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. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA sets forth protocols for ensuring the privacy and security of personally identifiable information of students. Neptune Navigate (created by CMC Neptune) follows the protocols set forth in FERPA to protect all relevant student information.

The Neptune Navigate platform is hosted on Amazon Web Services (AWS) and uses a number of AWS services that makeup the platform. AWS has published documentation related to FERPA compliance to help guide companies to create secure environments for educators and students. FERPA states for companies to use reasonable methods to ensure the security of IT solutions related to student education records.

All Neptune Navigate servers only allow access to student data within the virtual private network defined by the Navigate technology team. Storage of student records within the system include server side encryption. Access to the databases are controlled by strict login security and data is encrypted with keys that must be held by the system accessing the data and data backups are encrypted. A global content delivery network is in front of all customer facing servers to allow only valid web traffic and protect against denial of service attacks.

Affirmed and acknowledged on January 1st, 2021, by the following:

A handwritten signature in black ink that reads "Eric Jontra". The signature is written in a cursive style and is positioned above a horizontal line.

Eric Jontra / President
CMC Neptune

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND CMC NEPTUNE

This Amendment is entered into as of August 5, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and CMC Neptune (“Neptune”) pursuant to the Quote dated April 27, 2021, and the CIPA/COPPA/FERPA Compliance Statement (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. **Terms and Conditions.** 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. Neptune shall not materially modify or amend the Agreement (see <https://www.neptunenavigate.com/>) during the term of this Agreement or any extension thereof, without providing written notice.

2. **Auto-Renewal.** 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. **FOIA/OMA.** 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 Neptune prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Neptune 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, and Neptune hereby submits to the jurisdiction of that court. Any references to binding arbitration shall be deleted from the Agreement.

5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Neptune 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, Neptune and the School District agree as follows:

- a. The categories or types of SOPPA-covered information, as defined in Section 5 of SOPPA, to be provided to Neptune pursuant to this Agreement may include:
 - i. Information created by or provided to Neptune by a student or the

student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the operator's site, service, or application for K through 12 school purposes;

- i. Information created by or provided to Neptune by an employee or agent of School District for school purposes; or
 - ii. Information gathered by Neptune through the operation of its site, service, or application for K through 12 school purposes and which personally identifies a student, including, but not limited to, information in the student's electronic mail, first and last name, electronic mail address, or other student identifiers.
- b. The products or services being provided to School District by Neptune are as described in the documents that comprise this Agreement.
- c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Neptune is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the school or parent, or pursuant to court order.
- d. If a breach is attributed to Neptune under SOPPA, any and all costs and expenses incurred by School District in investigating and remediating the breach will be allocated to Neptune, except for the cost of School District personnel. The costs and expenses may include, but are not limited to, all items described in Section 15(4)(D) of SOPPA, as now written or as may be amended from time to time. Neptune shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach involving SOPPA-covered information as a result of negligent or intentional acts or omissions of Neptune, and any damages limitations in the Agreement shall not apply to School District in this regard.
- e. Neptune must delete or transfer to School District all SOPPA-covered information within ninety (90) days if the information is no longer needed for the purposes of this Agreement. Neptune must delete, within a reasonable time period, a student's SOPPA-covered information if the School District requests deletion, unless the student or student's parent consents to the maintenance of the SOPPA-covered information.
- f. Because School District maintains a website, SOPPA requires that School

District must publish a copy of this Agreement on the website.

- g. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Neptune shall notify the Superintendent of Schools of any breach of the students' SOPPA-covered information.
- h. Neptune shall provide to School District a list of any third parties or affiliates to whom Neptune is currently disclosing SOPPA-covered information or has disclosed SOPPA-covered information. This list must, at a minimum, be updated and provided to the school by the beginning of each fiscal year and at the beginning of each calendar year.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Neptune 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. **Authority to Execute.** 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.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL
DISTRICT 74**

CMC NEPTUNE

By: _____

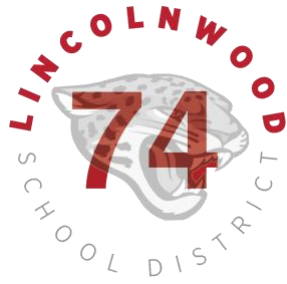
By:  _____

Its: _____

Its: President

Date: _____

Date: 7/9/2021



Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: Newsela Essentials Renewal 2021-2022

PREPARED BY: David Russo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Board approves all contracts.

Newsela is a website that provides a range of articles on current events or relevant topics in English/language arts, science, math, and social studies. Articles are presented in five different reading levels; which students can select to best meet their needs. Vocabulary is adjusted to allow the information to be more accessible to students. Articles contain information that is high interest, which can supplement students' understanding of a topic.

Newsela Essentials allows teachers to track performance on reading assignments, create custom instructions and activities, annotate articles for students, and access professional development. Additionally, this subscription affords access to teacher resources for all current events articles and student activities to build comprehension and engagement. Students read over 35,000 articles on the platform in the 2020-2021 school year.

District Legal Counsel reviewed the Customer Agreement and suggested an automatic subscription renewal clause be eliminated from the Terms. Newsela agreed to take this clause out.

Additionally, the District requested the vendor eliminate clauses related to arbitration, change the state law governing the Agreement to Illinois, and the venue of any potential litigation to the Circuit Court of Cook County, Illinois. Newsela agreed to each of the requests. These were the same changes made to the Customer Agreement in 2020-2021.

Finally, Counsel drafted an Amendment addressing the new Student Online Personal Protection Act (SOPPA). The vendor agreed to the Amendment, which is included in the Committee packet.

Fiscal Impact:

The cost of a one -year subscription to Newsela Essentials for Todd Hall, Rutledge Hall, and Lincoln Hall is \$9,600.00. The subscription cost \$8,990.00 in the 2020-2021 school year. The fee will be offset by Title I grant funds.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve this Customer Agreement from Newsela for Newsela Essentials in the amount of \$9,600.00 from August 6, 2021 to August 5, 2022.

**AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74 AND NEWSELA INC.**

This Amendment is entered into as of August 5, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Newsela, Inc. (“Newsela”) pursuant to the Quote dated May 25, 2021, and the Terms of Use and Privacy Policy (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. **Terms and Conditions.** 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. Newsela shall not materially modify or amend the Agreement, the Terms of Use, or the Privacy Policy (see <https://newsela.com/pages/terms-of-use/> and <https://newsela.com/pages/privacy-policy/>) during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** 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. **FOIA/OMA.** 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 Newsela prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Newsela 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, and Newsela hereby submits to the jurisdiction of that court. Sections 1.6, 16.1, 16.2, and 16.3 of the Terms of Use, and any other references to binding arbitration shall be deleted from the Agreement.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Newsela 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, Newsela and the School District agree as follows:

- a. The categories or types of SOPPA-covered information, as defined in Section 5 of SOPPA, to be provided to Newsela pursuant to this Agreement may include:
 - i. Information created by or provided to Newsela by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the operator's site, service, or application for K through 12 school purposes;
 - ii. Information created by or provided to Newsela by an employee or agent of School District for school purposes; or
 - iii. Information gathered by Newsela through the operation of its site, service, or application for K through 12 school purposes and which personally identifies a student, including, but not limited to, information in the student's electronic mail, first and last name, electronic mail address, other information that allows physical or online contact, test results, other student identifiers, or search activity.
- b. The products or services being provided to School District by Newsela are as described in the documents that comprise this Agreement.
- c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Newsela is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the school or parent, or pursuant to court order.
- d. If a breach is attributed to Newsela under SOPPA, any and all reasonable costs and expenses incurred by School District in investigating and remediating the breach will be allocated to Newsela, except for the cost of School District personnel. The costs and expenses may include, but are not limited to, all items described in Section 15(4)(D) of SOPPA, as now written or as may be amended from time to time. Newsela shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach involving SOPPA-covered information as a result of negligent or intentional acts or omissions of Newsela, and any damages limitations in the Agreement shall not apply to School District in this regard.

- e. Newsela must delete or transfer to School District all SOPPA-covered information within one hundred twenty (120) days if the information is no longer needed for the purposes of this Agreement. Newsela must delete, within a reasonable time period, a student’s SOPPA-covered information if the School District requests deletion, unless the student or student’s parent consents to the maintenance of the SOPPA-covered information.
- f. Because School District maintains a website, SOPPA requires that School District must publish a copy of this Agreement on the website.
- g. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Newsela shall notify the Superintendent of Schools of any breach of the students’ SOPPA-covered information.
- h. Newsela shall provide to School District a list of any third parties or affiliates to whom Newsela is currently disclosing SOPPA-covered information or has disclosed SOPPA-covered information. This list must, at a minimum, be updated and provided to the school by the beginning of each fiscal year and at the beginning of each calendar year.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Newsela 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. **Authority to Execute.** 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.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

NEWSELA, INC.

By: _____

DocuSigned by:
By: Chris Mezzatesta
B4D9C8711910414E

Its: _____

Its: Chief Customer Officer

Date: _____

Date: 7/12/2021

Newsela — Terms of Use

Newsela — Terms of Use *[Last Updated Date: January 11, 2015]*

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “TERMS”) CAREFULLY. BY ACCESSING OR USING WWW.NEWELEA.COM (THE “WEBSITE”), THE NEWSELA MOBILE APPLICATION (“APP”) OR ANY OTHER WEBSITES OR APPLICATIONS OF NEWSELA, INC. (“NEWSELA” “WE” OR “US”) THAT LINK TO THESE TERMS, OR ANY OF THE SERVICES PROVIDED OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR APP (COLLECTIVELY, THE “SERVICES”) YOU (“YOU” OR “USER”) REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS.

1. General.

1.1. Acceptance; Authority. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Website or App, you agree to these Terms. If you do not agree, or do not have all requisite authority and consent to be bound by the Terms (as further described below), you may not access or use the Website, App or Services in any way.

1.2. Types of Users. The Services are available to several different types of Users, who will have different types of accounts with different tools, functionalities and restrictions. For example, the Services may be accessed by educators and instructors (collectively, “Teachers”) teaching a class (“Class”) in which the Services are a part of the curriculum, the students enrolled in such classes (“Students”) or by individuals working within an educational institution, such as a school or school district (collectively “Schools”) who will use the Services to monitor the progress of Students across several Classes.

1.3. Additional Terms. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

1.4. Eligibility. By registering for or using the Services in any way, you represent and warrant that you meet all eligibility criteria set forth in these Terms, including all age and authorization requirements listed below. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

1.5. Modifications. Please regularly check the Website or App, as applicable, to view the then-current Terms. When changes are made, Newsela will make a new copy of the Terms available on the Website and/or through the App, as applicable, and we will update the “Last Updated” date at the top of the Terms. If we make any changes to the way Student Data is collected, used or shared by the Services, we will also send an e-mail to the applicable account holder using the contact information we have on file with additional information regarding the collection of such data and available options regarding data collection and use, before the data is used in any manner inconsistent with the terms initially provided to Users. For other changes, the Terms are subject to change by Newsela in its sole discretion at any time. If you do not agree to any change(s) after receiving a notice of such change(s), please stop using the Website and/or the Services and please contact us to have your account deleted. Otherwise, your continued use of the Website, App and/or

Services constitutes your acceptance of such change(s). Any changes to the Terms will be effective immediately for new Users of the Services.

1.6. ARBITRATION. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. MORE INFORMATION ABOUT ARBITRATION IS INCLUDED BELOW.

2. Services.

2.1 Use of the Services. The Website, App and Services, and the information, data and content made available on the Website, App or Services (“Content”) are protected by copyright and other intellectual property and proprietary rights laws throughout the world. Subject to the Terms, Newsela grants you a limited license to access, view, download, print or reproduce certain portions of the Services, as designated by Newsela, for the sole purpose of using the Services for your (or your Students’ or School’s) educational, non-commercial purposes.

2.2. Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Website, App or Services; (b) you shall not use framing techniques to enclose any trademark or logo on the Website, App or Services; (c) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website, App or Services except to the extent the foregoing restrictions are expressly prohibited by applicable statutory law; (d) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Website, App or Services; (e) except as expressly stated herein, no part of the Website, App or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, provided that you may reproduce or print certain Content made available through the Website, App or Services, as designated by Newsela, on behalf of your Students who have existing Accounts; and (f) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Website, App or Services. Any future release, update or other addition to the Website, App or Services shall be subject to the Terms. Newsela, its licensors, suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Website, App or Services terminates the licenses granted by Newsela pursuant to the Terms.

3. Registration.

In order to access certain features of the Services, you must have a registered account for the Services (“Account”). Accounts are categorized as “Student,” “Learner,” “Teacher” and “Administrator.”

3.1. Eligibility. If you are under age 18, you may only register for and use the Services under the supervision of an adult, in which case the adult shall be deemed the User and shall be responsible for any and all activities.

3.2. Registration Data. In registering for the Services, you (a) agree to provide all necessary information about yourself and your School (“Registration Data”); (b) represent and warrant that all Registration Data is true, current, and complete; and (c) agree to maintain and promptly update the Registration Data to keep it true, current, and complete.

3.3. Responsibility. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Newsela immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or any false or inaccurate information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Services if you have been previously removed by Newsela, or if you have been previously banned from any of the Services.

3.4. Accounts for Educational Institutions and Educators (Teachers and Administrators).

3.4.1. Teacher and Administrator Accounts. Currently, Newsela offers two different types of Accounts on the Services for educational professionals receiving the Services on behalf of a School: "Teacher" Accounts and "Administrator" Accounts. Authority to create either of these Account types shall be determined by the appropriate individual at a School.

3.4.2. Authority; Consent.

3.4.2.1. Individual Users. By accessing or using the Services in any way, you are representing that you have the authority and permission to enter into the Terms on your own behalf and to use the Services as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any Student with whom you use the Services.

3.4.2.2. Use By or on Behalf of an Entity. If you are using or accessing the Services on behalf of a School, in addition to being an eligible individual user (as set forth above), you must also have the authority and permission to enter into the Terms on behalf of the School and to use the Services on such School's behalf as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any particular Students. In such cases, the term "you" as used herein shall also refer to such School. Your School also be responsible for any activities, including any violation of the Terms, that occur under your Account and any Accounts created using your Account.

3.4.3. Changes in Eligibility. In the event that you are no longer (a) employed by your School (or another School through which you receive Services) or (b) otherwise authorized to view or use Student records, you (i) must notify Newsela immediately of such change and (ii) are not permitted to continue to view or use your Account.

3.4.4. Creating Student Accounts from an Educator Account. Using your Administrator or Teacher Account, you may create individual Student Accounts following the instructions on the Services or otherwise as directed by Newsela, as permitted by Newsela in its sole discretion. You may only create an Account for Students you have consent and authority for. By entering a Student's information into the Services, you represent and warrant that you have all necessary consent and authority, including from the Student's legal guardian, to create an Account on such Student's behalf. You can only give invite codes ("Class Codes") to those Students who meet all of the foregoing requirements and all other requirements specified by Newsela.

3.4.5. Students Under 13. If you use the Services with students under 13, you represent and warrant that (a) you are a Teacher, Parent or Administrator at a School and (b) if you are a Teacher or Administrator, that you have accurately identified such School in your Registration Data.

3.5. Accounts for Students and Learners.

3.5.1. Student Accounts. "Student" Accounts are for use by Students with Account Class Codes, who are receiving the Services through a specific School in connection with a Class taught by a Teacher. To create a Student Account, a Student must be provided with a Class Code by a Teacher, Parent or Administrator.

3.5.2. Learner Accounts. “Learner” Accounts are for Students without Class Codes who register for Accounts on the Newsela Website at [<https://www.newsela.com/signup>]. By registering for a Learner Account, you represent and warrant that you are at least 13 years of age. If you are under age 13, you may not register for a Learner Account and can only use the Services if a Teacher, Parent or Administrator provides you with a Class Code or Student Account.

4. User Code of Conduct.

As a condition of use, you agree not to use the Services for any purpose that is prohibited by the Terms or by applicable law. Do not post, or permit others to post, Content on the Services or on your profile that (a) encourages illegal activities, is fraudulent or tortious or is unlawful; (b) insults, defames, harasses or threatens others; (c) violates the copyright or intellectual property or privacy rights of others; (d) contains obscene material; (e) harms or impersonates others; or (f) advertises or sells a product or service. Do not submit the work of others as your own work or otherwise attempt to cheat on assignments. Do not attempt or engage in any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing” or “crashing” the Services.

5. User Content.

5.1. License to User Content. Except with respect to Student Data, which shall be governed by the license set forth in Section 5 of these Terms, by submitting, providing, uploading, posting, e-mailing, transmitting or otherwise making available (“Make Available”) any Content to Newsela, including on or through the Services, (such Content, your “User Content”), you grant to Newsela a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display such User Content in connection with the Services.

5.2. Responsibility. You acknowledge that you, and not Newsela, are entirely responsible for all User Content you Make Available through the Services, and that other Users of the Services, and not Newsela, are similarly responsible for all User Content they Make Available through the Services. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services. You agree that Newsela will not be responsible for any liabilities incurred as the result of such interaction. You use all User Content and interact with other Users at your own risk.

5.3. No Obligation to Monitor Content. You acknowledge that Newsela has no obligation to review, monitor or pre-screen Content on the Services, although Newsela reserves the right in its sole discretion to review, monitor, pre-screen, refuse, modify, or remove any Content (a) that violates any law or regulation; (b) that violates these Terms; (c) that otherwise creates or may create liability for Newsela; or (d) for any other reason Newsela determines in its sole discretion. Except as expressly set forth in these Terms, Newsela does not approve, endorse or make any representations or warranties with respect to User Content or Student Data.

5.4. Security. Although Newsela takes security very seriously and works very hard on behalf of Student, Teacher and School privacy, including by using various industry standard measures to protect Content on the Services, no method of transmission or electronic storage on the internet is 100% secure. Therefore, Newsela cannot guarantee the security of any User Content. Except as expressly set forth herein or otherwise agreed to by Newsela in writing, (a) Newsela has no

obligation to store any User Content and (b) Newsela has no responsibility or liability for (i) the deletion or accuracy of any Content, including User Content, (ii) the failure to store, transmit or receive transmission of Content, including User Content, or (iii) the security, privacy, storage or transmission of other communications originating with or involving use of the Services.

6. Student Data.

6.1. General. “Student Data” includes all data that personally identifies a student, such as name, address, username, and password, or any other non-public information about a Student, such as a Student’s educational records and performance, but does not include De-Identified Data (as defined below). Newsela will only collect and use Student Data as necessary to fulfill its duties and provide and improve the Services.

6.2. De-Identified Data. Newsela may create and use De-Identified Data from data Made Available through the Services, in accordance with these Terms and Newsela’s Privacy Policy available at <https://www.newsela.com/pages/privacy-policy/>. “De-identified Data” means data with all direct and indirect personal identifiers removed such as name, school ID numbers, date of birth, demographic information and location information, to the extent any is collected. Newsela agrees not to attempt to re-identify De-Identified Data and not to transfer De-Identified Data to any party unless that party agrees not to attempt re-identification. More detailed information on Newsela’s privacy practices can be found in the Newsela privacy policy available at <https://www.newsela.com/pages/privacy-policy/>.

6.3. Disclosure of Student Data by Schools, Teachers and Administrators. Teachers and Administrators using Newsela are solely responsible for ensuring that you and your School are compliant with all applicable laws and regulations related to your disclosure of Student Data and other Student information (“Student Records”) to Newsela in connection with the Services, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Without limiting the generality of the foregoing, for all Student Records disclosed to Newsela, you represent and warrant, to the extent required by applicable law such as FERPA, that your School has (a) notified such Students’ parents or legal guardians of your use of third party services, including Newsela, and the potential disclosure of Student Records in connection with such use and (b) obtained the appropriate consent(s) from the parents or legal guardians of such Students. If such Student is 18 years old or older, the notice and consent requirements of (a) and (b) shall apply to the Student instead of such Student’s parent or legal guardian.

6.4. License to Student Data. By making available any Student Data to Newsela, including on or through the Services, you grant to Newsela a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display Student Data solely for the purposes of (a) providing the Services and (b) creating, using, and disclosing De-Identified Data about Students for product development, research, or other purposes.

6.5. Storage and Processing of Data. Newsela will store and process all Student Data in accordance with industry standard practices. This includes appropriate administrative, physical and technical safeguards to secure Student Data from unauthorized access, disclosure and use. Newsela shall conduct periodic risk assessments and use commercially reasonable efforts to remediate identified security vulnerabilities. Newsela will also have an incident response plan and will promptly notify the relevant School in the event of a security or privacy incident or breach of personal information involving such School’s Users.

6.6. Protection of Student Data by Newsela.

6.6.1. No Sale or Trade of Student Data. Newsela will not (a) sell or trade Student Data; (b) use any Student Data to advertise or market to Students or their parents or legal guardians; or (c) use Student Data except as expressly stated herein. From time to time, Newsela may direct advertising or marketing to Schools but shall de-identify any Student Data used in connection with such marketing efforts.

6.6.2. School Requests. Newsela will make Student Data available upon a verified request by the School, Teacher, Parent or Administrator who provided such Student Data or who would otherwise have verified authority to receive such Student Data.

6.6.3. Data Mining. Newsela does not scan Student Data for the purpose of advertising or marketing to Students or their parents or legal guardian (also known as “Data Mining”).

6.6.4. Return/Destruction of Student Data. When Student Data is no longer needed for the provision of the Services, at the request of the School, Student or Student’s parent or legal guardian, as applicable, Newsela will destroy all Student Data in its possession, and in the possession of any subcontractors or agents to which Newsela transferred Student Data, or transfer such Student Data to the requesting School, if legally permitted.

6.6.5. Subcontractors. Newsela may rely on one or more subcontractors to perform the Services. Upon request, Newsela agrees to share with you the names of subcontractors that have direct access to Student Data Made Available by you. All subcontractors and successor entities of Newsela will be subject to the protections for Student Data set forth in these Terms.

6.7. Intellectual Property Rights. All intellectual property rights in Student Data not granted herein shall remain the exclusive property of the School, Student or Student’s parent or legal guardian, as applicable.

7. Payment.

Certain features of the Services require premium access (“Premium Features”) and may require payment from Schools or Teachers. There is no charge for Student access to the Services, although certain features of the Services may require an additional charge.

7.1. Ordering Premium Features. You may place orders for the Premium Features by following the directions on the Website or App or otherwise contacting Newsela. The Premium Features are subject to the restrictions set forth on the applicable order page. Newsela may change the pricing for the Services, including Premium Features, (from time to time in its sole discretion) by updating the Website or App, as applicable, and without any additional notice to you, provided that any changes will not take effect until your subscription renews.

7.2. Payment Terms. If you order Premium Features, you agree to pay the then-current applicable fee listed on the Website or the App or otherwise agreed to in writing by Newsela. Newsela will automatically bill your payment method submitted in ordering Premium Features on the date of activation. Except as otherwise stated herein, all payments are non-refundable. You hereby authorize Newsela to bill your payment method as described above, which may include automatic renewal and automatic payment if you select a subscription option. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. If any fee cannot be charged to your payment method for any reason, Newsela may provide you, via email, notice of such non-payment and a link for you to update your payment information. If such non-payment is not remedied within seven (7) days after receiving such notice of non-payment, then Newsela may suspend the applicable Premium Features.

8. Proprietary Rights.

8.1. Services. Except with respect to your User Content, you agree that Newsela and its licensors and suppliers own all rights, title and interest in the Services. Newsela's name and other related logos, service marks and trade names used on or in connection with the Services are the trademarks and intellectual property of Newsela and may not be used without Newsela's permission. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

8.2. Ownership of Content. Except with respect to your User Content and Student Data, you agree that you have no right or title in or to any Content that appears on or in the Services. Newsela does not claim ownership of your User Content or Student Data. When you as a User post or publish your User Content on or in the Services, you represent that you have the authority to grant the aforementioned license to Newsela.

8.3. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Newsela through its suggestion or similar pages ("Feedback") is done on a non-confidential basis and that Newsela has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Newsela a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

9. Apple Device and Application Terms.

If you are accessing the Services via an Application on a device provided by Apple, Inc. ("Apple") or an Application obtained through the Apple App Store, the following shall apply:

9.1. Both you and Newsela acknowledge that these Terms are concluded between you and Newsela only, and not with Apple, and that Apple is not responsible for the Application or the Content;

9.2. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;

9.3. You will only use the Application in connection with an Apple device that you own or control;

9.4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

9.5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

9.6. You acknowledge and agree that Newsela, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;

9.7. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Newsela, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

9.8. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

9.9. Both you and Newsela acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

9.10. Both you and Newsela acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

10. Third-Party Websites.

The Services may contain links to third-party websites (“Third-Party Websites”). Such Third-Party Websites are not under the control of Newsela. Although Newsela makes reasonable efforts to curate the Content it makes available on the Services, Newsela is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies of any Third-Party Websites before proceeding with any transaction with any third party.

11. Indemnification.

You agree to indemnify and hold Newsela, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the “Newsela Parties”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) your User Content or any Student Data Made Available by you; (b) your use of, or inability to use, the Services; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. Newsela reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Newsela in asserting any available defenses. You agree that the provisions in this section will survive termination of the Terms.

12. Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. NEWSELA PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEWSELA PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND

YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

13. Limitation of Liability.

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL NEWSELA PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES; ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT NEWSELA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, ON ANY THEORY OF LIABILITY, RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICES; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON SERVICES; OR (D) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. UNDER NO CIRCUMSTANCES WILL NEWSELA PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (I) FIFTY DOLLARS (\$50); OR (II) THE AMOUNT ACTUALLY PAID BY YOU TO NEWSELA HEREUNDER IN THE 12 MONTHS PRECEDING THE DATE YOU FIRST BRING A CLAIM. NEWSELA PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION OR FAILURE TO STORE ANY CONTENT OR USER COMMUNICATIONS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NEWSELA AND YOU.

14. Procedure for Making Claims of Copyright Infringement.

It is Newsela's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Newsela by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Newsela's Copyright Agent for notice of claims of copyright infringement is as follows: copyright@newsela.com.

15. Term and Termination.

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Terms. If you have materially breached any provision of the Terms, or if Newsela is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), Newsela has the right to immediately suspend any Services and licenses provided to you under this Agreement ("Suspension"). Following Suspension, Newsela and your Teacher and/or School, as applicable, will work together in good faith to determine whether to

reinstate your access to (and any associated licenses to) the Services or permanently terminate your Services. Notwithstanding the foregoing, Newsela may terminate your Account immediately in its sole discretion in the event that (a) you are a repeat infringer for purposes of Newsela's copyright infringement policy as described in Section 14 or (b) you violate any restriction of these Terms after Newsela makes reasonable efforts to provide you with notice of a previous violation. You agree that Newsela shall not be liable to you or any third party for any Suspension or termination of your Account made in accordance with the Terms. Termination of any Services includes removal of access to such Services and barring of further use of the Service. Termination of all Services also may include deletion of your password and your User Content and, if applicable, Student Data. Upon termination of any Service, your right to use such Services will automatically terminate immediately. Newsela will not have any liability whatsoever to you for any Suspension or termination, including for deletion of your User Content and, if applicable, Student Data. Upon early termination of the Services by Newsela, in the event that you have purchased Premium Features, Newsela will refund to you a pro rata portion of fees for such Premium Services paid to Newsela hereunder to the extent such fees are for Services that have not yet been rendered or made available to you. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, indemnification, warranty disclaimers, and limitation of liability.

16. General Provisions.

16.1. Release. Except to the extent prohibited by applicable law, you hereby release Newsela Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Users or Third-Party Websites of any kind, arising in connection with or as a result of the Terms or your use of the Services. You hereby waive California Civil Code Section 1542, or any similar law of another jurisdiction, which states in substance, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

16.2. Dispute Resolution. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

(a) Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from JAMS. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by JAMS's rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes.

(b) You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(c) You and we must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING,

AND MAY NOT AWARD CLASS-WIDE RELIEF, (3) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (4) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (5) the arbitrator shall honor claims of privilege and privacy recognized at law; (6) the arbitrator's award shall be final and may be enforced in any court of competent jurisdiction; (7) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (8) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees' and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by the applicable law.

(d) Any and all controversies, disputes, demands, counts, claims or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim or cause of action) between you and Newsela and our employees, agents, successors or assigns, regarding or relating to these the Services or these Terms, shall exclusively be settled through binding and confidential arbitration.

(e) Notwithstanding the foregoing, either you or we may bring an individual action in small claims court. Further, claims of infringement or misappropriation of the other party's patent, copyright, trademark or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in New York, New York. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in New York, New York in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within New York, New York for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(f) With the exception of subparts (1) and (2) in the paragraph 16.2(c) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with these Terms, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subparts (1) and (2) in the paragraph 16.2(c) (prohibiting arbitration on a class or collective basis) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in New York, New York.

(g) Notwithstanding any provision in these Terms to the contrary, if we seek to terminate the Dispute Resolution section as included in these Terms, any such termination shall not be effective until 30 days after the version of these Terms not containing the agreement to arbitrate is posted to the Website, and shall not be effective as to any claim of which you provided Newsela with written notice prior to the date of termination.

(h) For more information on JAMS, its Rules and Procedures, and how to file an arbitration claim, you may call JAMS at 800-352-5267 or visit the JAMS website at <http://www.jamsadr.com>.

(i) Any and all controversies, disputes, demands, counts, claims or causes of action between you and Newsela and our employees, agents, successors, or assigns, regarding or relating to these the Services or these Terms, shall exclusively be governed by the internal laws of the State of New York, without regard to its choice of law rules and without regard to conflicts of laws principles except that the arbitration provision shall be governed by the Federal Arbitration Act.

16.3. Miscellaneous. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Newsela's prior written consent, and any attempted assignment, subcontract, delegation or transfer in violation of the foregoing will be null and void. Newsela may assign this Agreement without your consent. Newsela shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. Where Newsela requires that you provide an e-mail address, you are responsible for providing Newsela with your most current e-mail address. In the event that the last e-mail address you provided to Newsela is not valid, or for any reason is not capable of delivering to you any notices required permitted by the Terms, Newsela's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Newsela at the following address: 475 10th Avenue, 4th Floor New York, NY 10019. Such notice shall be deemed given when received by Newsela by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Unless you have entered into a separate School Agreement, the Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

Customer Agreement

Customer Agreement No. Q-47833
Newsela Sales Rep: Kailey Mixer
Contact Email: kailey.mixer@newsela.com
Offer Date: May 25, 2021
Expiration Date: August 5, 2021

Billing Information:
 Billing Frequency: Upfront in full
 Payment Terms: Net 30
 Billing Schedule: Upon license start date

To:
 David Russo
 Lincolnwood School District 74
 6950 N East Prairie Rd
 Lincolnwood, IL 60712-2554

Qty	Products/Services	List Price
1	Newsela	\$9,600.00
Contract Grand Total		\$9,600.00

The subscription for the Products/Services will commence as of the “Subscription Start Date” and continue through the “Subscription End Date” (a “Contract Term”). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the “Execution Date”) or (c) the invoice date within the “Billing Information” section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela’s obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela’s discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela’s Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

The foregoing Terms of Use are amended by the following:
Sections 1.6, 16.1, 16.2, and 16.3 of the Terms of Use, and any other references to arbitration, are hereby deleted in their entirety. The parties agree that this Customer Agreement shall be subject to interpretation under Illinois law without regard to conflicts of laws principles, and that venue for any actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Newsela hereby submits to the jurisdiction of that court. This provision shall survive any changes or updates to the Terms of Use during the term of this Customer Agreement.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

- PO Required:
- PO Number:
- PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

- Bill-To Name:**
- Bill-To Email:**

By initialing here, I agree that the billing details stated above are current and accurate.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:	Date of Signature:
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Appendix

School	Products/Services	License Dates
RUTLEDGE HALL ELEM SCHOOL	Newsela Essentials	08/06/21 - 08/05/22
LINCOLN HALL MIDDLE SCHOOL	Newsela Essentials	08/06/21 - 08/05/22
TODD HALL ELEM SCHOOL	Newsela Essentials	08/06/21 - 08/05/22

Join us on 5/25 to discuss the nuances of choosing instructional materials for the moment



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Newsela Privacy Policy

We know how important it is to you to understand how your personal information is collected and shared. We take your privacy very seriously. This Privacy Policy ("Policy") describes how your and your student's personal information is collected, used, and disclosed by Newsela, Inc. and its related companies ("Newsela" or "We" or "Us"). For users with "Learner" accounts on the services, references to "your" and "your student" shall both mean the Learner user. This Policy applies to all users of the Services who are 13 years of age or older. For information about Newsela's collection, use or disclosure of personal information about individuals under 13 years of age, please see our Children's Privacy Policy below.

This Policy applies to the Newsela websites available at www.newsela.com and the Newsela mobile application, and any of our other websites or applications that post this Policy (respectively the "Site" or "App") as well as all of our services made available through the Site or App (together with the Site and the App, the "Services"). By submitting personal information through our Services, you expressly consent to the processing of your and your student's personal information in the U.S. in accordance with this Privacy Policy.

IMPORTANT NOTICE FOR SCHOOL USERS

If you are a user (or a parent of a student user) who was given access to the Services by the school you are affiliated with, this Privacy Policy does not govern how your school might collect, use, or disclose your student's information. Please consult with your school for more information about their privacy practices. In addition, your and your student's information may be shared with your school or school district. Your school may choose to share, and we may share at their request, your student's information with new administrators or teachers. We are not responsible for your school's collection, use, or disclosure of your personal information or information shared at your school's request. Please contact your school to better understand your school's privacy practices.

PROTECTION OF STUDENT DATA

When Newsela provides our Services to students, teachers and schools, our collection, use and disclosure of student data, including any personally identifiable information, is governed by and in compliance with our Terms of Use, any agreement with the school or district, and the provisions of the Family Educational Rights and Privacy Act ('FERPA'), the Children's Online Privacy Protection Act ('COPPA') and other applicable laws that may relate to the collection and use of personal information of students. If you have any questions about our collection and use of student data, please contact us at info@newsela.com. If you have any questions about reviewing, modifying, or deleting the personal information of a student who accesses our Services through a school, please contact your school directly.

Join us on 5/25 to discuss the nuances of choosing instructional materials for the moment



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unique identifiers and other tracking tools, and information collected through the use of third party analytics technologies. We may combine information we collect from you, your student's teacher or school, or third parties, as applicable, with information we collect from you or your student directly.

Information a Teacher or Parent Gives Us

We collect personal information you provide to us, which may include personal information of your students if you provide us with such information. By providing us with personal information about your students, you are representing to us that you have all necessary authority or consent to provide us with such information. For example, in connection with your use of the Services, you may provide us your name, country, postal code, email address, username, password, and other information, including demographic information and information about your classroom, your school, and your students. We also collect writing by teachers, including but not limited to annotations, feedback and assignment prompts that teachers provide to students using the Services. If you order our premium services or products, we will collect all information necessary to complete the transaction, including your name, credit card information, billing information, and shipping information (as applicable). This transaction-related information may be shared with third parties who help process and fulfill your transaction. We require these third parties to use your transaction-related information only for the purposes of processing and fulfilling your transactions and for no other purposes. For more information about how your personal information is shared, please see the section of this Policy titled "Sharing of Personal Information" below.

Information a Student Gives Us

We collect any personal information a student directly provides to us through use of the Services, including a student's name, classroom affiliation, username, and password. We also collect information about how a student interacts with the Services, including the articles that a student reads, the types of articles a student has expressed interest in, quiz-related information, responses a student writes to teacher assignment prompts, how much time a student spends reading the articles, and other performance related information. We also collect writing by students in many forms, including but not limited to their annotations and written responses to writing prompts. We may also collect information about a student provided by a school.

Information about You and Your Student that Your School Gives Us

We collect personal information about you and/or your student that your school, school district and/or their administrators choose to provide to and share with us, directly and through third party service providers.

Information Automatically Collected from You and Your Student

We and our third party service providers may automatically collect information about you and your student's computer or mobile device when you or your student visit our Site or access our

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using a feature, access times for a webpage or feature, and demographic information, such as gender and age range. These Tracking Tools help Newsela learn more about our users, such as their demographics and internet behaviors, so that we can improve our Services.

By accessing or using the Services, whether as a registered user or otherwise, you acknowledge, understand, and hereby agree that you are giving us your consent to set and access Tracking Tools, including cookies, on your device and in the emails we send you, and to track your activities and your use of the Services through these Tracking Tools in accordance with this Privacy Policy. For clarity, our third party business partners do not have access to Tracking Tools set by Newsela or on our Services except to the extent necessary to provide services to the Services.

The following are Tracking Tools used by Newsela or its third party service providers in connection with the Services:

COOKIES

We may automatically collect information using "cookies." Cookies are small data files stored on your hard drive by a website. Among other things, cookies help us make our Services and your experience better. For example, we use cookies to see which parts and features of our Services are popular, count visits to our Services and improve or tailor the Services and our advertisements to make them more relevant to our users. For more information on cookies, visit <http://www.allaboutcookies.org>.

UNIQUE IDENTIFIERS

We may use unique identifiers to track individual usage behavior on our Services, such as length of time spent on a particular page and pages viewed during a particular log-in period. The unique identifiers collect information about a user's use of the Services on an individual basis. We use the information that we gather through unique identifiers to evaluate and improve the Services and its content, including, but not limited to, improving and evaluating the effectiveness of certain materials on our Services and the student and teacher experience while using the Services.

WEB BEACONS

Web beacons, or clear GIFs or pixel tags, are small graphic image files that can be embedded in web pages or emails to collect information about a user's use of our Services or the correspondences that we send to them. The information collected by web beacons allows us to analyze how and how many people are using the Services or when users open our emails. Web beacons also allow us to enhance our Behavioral Advertising, which is further discussed below in the section titled ["Interest-based and Behavioral Advertising"]("#INTEREST-BASED OR ONLINE BEHAVIORAL ADVERTISING").

ANALYTICS AND OTHER TECHNOLOGIES

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analytics services to improve our Site, App and Services. Please see the following links for more information about Google Analytics and to opt-out if you choose to:

<http://www.google.com/policies/privacy/partners/> and <https://tools.google.com/dlpage/gaoptout>.

MOBILE DEVICE IDENTIFIERS

Mobile device identifiers are identifiers stored on your mobile device that may track your mobile device and data and activities occurring on or through it, as well as the applications installed on it. Mobile device identifiers enable collection of personal information (such as media access controls) as well as non-personally identifiable information (such as usage and traffic data). As with other Tracking Tools, mobile device identifiers help Newsela learn more about our users' demographics and internet behaviors and operate and improve the Services.

THIRD PARTY ACCOUNT CONNECTIONS

If you or your student chooses to log on or otherwise associate the Services with another third party account (for example, a Google Account), we may receive information from that third party site to make it easier for you or your student to create an account on the Services and display relevant content. Any information that we collect from these third party accounts may depend on the privacy settings you or your student has with that third party, so please consult their privacy and data practices.

USE OF PERSONAL INFORMATION

We use information collected through our Services, or disclosed by you on our Site or App or in connection with our Services, for the purposes described in this Policy. For example, we may use your and your student's information to:

- understand your student's performance in relation to others, and to provide you and your student with insight into their performance;
- understand your and your student's preferences and to enhance your and your student's experience and enjoyment using our Site, App, and Services;
- operate, maintain, and improve our Site, App, and Services;
- respond to comments and questions and provide customer service;
- send you related information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- create advertisements shown to teachers and administrators that reflect the interests and capabilities of their students and communicate with teachers and administrators about promotions and other news about Services offered by us (Note: Newsela never directs targeted advertising at Children. See: "Interest-Based or Online Behavioral Advertising," below.);
- customize advertisements and communicate about promotions and other news about Services offered by us;

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We will not use your personal information in any way other than in connection with providing the Services, as described in this Policy, as directed by a teacher or school, or upon obtaining your consent.

SHARING OF PERSONAL INFORMATION

We do not share your or your student's personal information except as follows:

- with your school or school district at their request;
- with third party service providers, consultants, and other service providers who perform services for us and need access to your or your student's information to do that work in a manner consistent with this Policy (for example, our web hosting provider, third party analytics service providers, advertising services providers, and purchase processors. Note: Newsela never directs targeted advertising at Children. See: "Interest-Based or Online Behavioral Advertising," below.);
- to comply with laws or to respond to lawful requests and legal process;
- to protect the rights and property of Newsela, our agents, users, and others including to enforce our agreements, policies, and terms of use;
- in an emergency to protect the personal safety of our users or any person;
- in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets to another company, in which case the company receiving the personal information would be obligated to follow this Policy.

Additionally, we may share your or your student's personal information with new teachers who use the Services in their classrooms when you or your student, as applicable, enroll in such teachers' classes, and we may share teacher personal information with other teachers within a school using the Services.

We may create and use anonymized and/or aggregated data for our own purposes by excluding information (such as your or your student's name) that makes the data personally identifiable to you or your student. The purposes for which we may create and use anonymized and/or aggregated data include but are not limited to, conducting analysis and generating statistics regarding the use of our Site, App, and/or Services.

We will not share your or your student's personal information in any way other than in connection with providing the Services, as described in this Policy, as directed by a teacher, parent/legal guardian or school, or upon obtaining your consent.

We require our third party service providers not to use your or your student's personal information other than to provide the services that we have requested.

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the Services to students based on their demographic information or activities on our Services. For example, we may suggest a text set to a student based on the student having read a similar text set in the past, or based on the student's age or grade level.

INTEREST-BASED OR ONLINE BEHAVIORAL ADVERTISING

We may advertise to teachers and administrators using a type of advertising known as interest-based or online behavioral advertising ("Behavioral Advertising"). Behavioral Advertising is the use of Tracking Tools by us or our Advertising Service Providers (defined below) to display Newsela ads on other websites or services based on information about a user's use of the Services or on the user's interests (as inferred from the user's online activity).

For clarity, Newsela's Behavioral Advertising is intended for teachers and administrators; we do not behaviorally target advertising to student users on sites that are directed to student users.

Newsela adheres to the Digital Advertising Alliance Self-Regulatory Principles for Online Behavioral Advertising ("OBA Principles"). More information about the OBA Principles can be found at <http://digitaladvertisingalliance.org/blog-terms/daa-principles>.

Advertising Service Providers

We may work with third parties that use Tracking Tools to collect and use information about your access and use of the Services and non-affiliated websites and applications in order to provide Behavioral Advertising and related services to you and us ("Advertising Service Providers"), for example by facilitating targeting of advertisements and measuring and analyzing advertising effectiveness and traffic on the Services, (collectively, all such services, "Targeting Services"). Advertising Service Providers include advertising networks, data exchanges, traffic measurement service providers, marketing analytics service providers, and other third-party service providers. Targeting Services enable us to display advertisements based on your use of the Services and other websites or applications you have visited, including for Newsela content, products or services that may interest you. Targeting Services can also help prevent you from seeing repeated advertisements and enable us to research the usefulness of certain advertisements. Our Advertising Service Providers do not have access to Tracking Tools set by us or on our Services except to the extent necessary to provide services to Newsela.

Opting Out of Behavioral Advertising

You can opt-out of certain Behavioral Advertising activities by doing one or more of the following. Please note that you will need to opt-out of each browser and device for which you desire to apply these opt-out features.

- **Service Provider Opt Out:**

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- DoubleClick: <https://google.com/settings/ads>
- Facebook: <https://www.facebook.com/settings?tab=ads>

- **Industry Opt Out Tools:**

Some Advertising Service Providers may participate in the Network Advertising Initiative's (NAI) Opt-Out Tool (<http://www.networkadvertising.org/choices/>) and/or the Digital Advertising Alliance (DAA) Consumer Choice Page (<http://www.aboutads.info/choices/>), and therefore you can opt-out of certain services by those Advertising Service Providers (and other NAI or DAA member companies) by visiting the links included here. Please click on the links to these tools to learn more about your choices.

- **Web Browser Controls:**

You can prevent the use of certain Tracking Tools on a device-by-device basis by using the controls in your web browser. These controls can be found in the Tools > Internet Options menu for your browser, or as otherwise directed by your browser's support feature. Through your web browser, you may be able to:

- Delete existing Tracking Tools
- Disable future Tracking Tools
- Set your browser to provide you with a warning each time a cookie or certain other Tracking Tools are being set

- **Mobile Opt Out:**

Your mobile devices may offer settings that enable you to make choices about the collection, use, or transfer of mobile app information for Behavioral Advertising. You may also opt-out of certain Tracking Tools on mobile devices by installing the DAA's AppChoice app on your mobile device (for iTunes, visit <https://itunes.apple.com/us/app/appchoices/id894822870?mt=8>, for Android, visit <https://play.google.com/store/apps/details?id=com.DAA.appchoices&hl=en>). For more information, please visit <http://support.apple.com/kb/HT4228>, or <https://support.google.com/ads/answer/2662922?hl=en> and <http://www.applicationprivacy.org/expressing-your-behavioral-advertising-choices-on-a-mobile-device>, as applicable.

Please note the following with respect to opting out of Behavioral Advertising:

- Some opt-out features are cookie-based, meaning that when you use these opt-out features, an "opt-out" cookie will be placed on your computer, tablet or mobile device indicating that you do not want to receive Behavioral Advertising from certain companies. If you delete your cookies, use a different browser, use a different device or buy a new computer or mobile device, you will need to renew your opt-out choice.
- Opting-out of, deleting, rejecting, disabling or turning off Tracking Tools does not mean that you will no longer receive online ads. Opting-out of Behavioral Advertising only means that such ads

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consumers to opt-out of tracking on our Services.

INFORMATION CHOICES AND CHANGES

Below are some ways you can control the collection and use of your and/or your student's information in connection with the Services. While we and others give you choices described in this Policy, there are many ways web browser signals and other similar mechanisms can indicate your choice to disable tracking, and we may not be aware of or honor every mechanism.

Promotional Emails

You may "opt-out" of receiving our promotional emails by following the instructions in those emails. If you opt-out, we may still send you non-marketing emails. Non-marketing emails include emails about your accounts and our transactions with you.

Information in the Services

You may change some of your or your student's personal information stored in the Services by following the directions on the Site or App. You may send requests about your or your student's personal information, including requests to change your or your student's contact preferences and update or correct your or your student's personal information, to our contact information below. In some cases, changes about a student's personal information may have to be executed by the student's school or teacher, and in such situations, we will attempt to assist you and the school or teacher with such efforts.

Behavioral Advertising and Tracking Tools

You can opt-out of certain mechanisms for tracking, including tracking of your online activities over time and across different websites, by using one or more of the options described above in the "Interest-Based and Behavioral Advertising" section of this Policy.

Disclosure

You may prohibit us from disclosing your or your student's personal information with a third party by contacting us at the information provided below to opt-out of such disclosures in advance; provided that if you prohibit us from sharing your or your student's personal information with your or your student's school or our third party service providers, we may not be able to provide the Services to you or your student. Additionally, you cannot prohibit us from sharing your or your student's personal information when reasonably necessary to defend the rights or property of us, including our Services, or anyone else or as reasonably necessary to comply with relevant laws or respond to a legal request.

Review

You may review your or your student's personal information by logging into your or your student's account or by sending us an email or postal mail at the address below. ¹³⁰

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personal information 4 years after the user's last login to the Services.

Deletion

You may request deletion of your or your student's personal information by sending us an email or postal mail at the address below. IN SUCH CASE, WE WILL NO LONGER ALLOW THE APPLICABLE USER TO USE THE SERVICES. We will delete your or your student's information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion. When we delete a user's personal information, it will be deleted from our active databases but we may retain an archived copy of such user's records as required by law or for legitimate business purposes.

Refusing Further Collection or Use

You may at any time refuse to permit our further use or future online collection of your or your student's personal information, by terminating your or your student's account and directing us to delete your or your student's personal information (as described above). IN EITHER CASE, WE WILL NO LONGER ALLOW THE APPLICABLE USER TO USE THE SERVICES. We will not have any liability whatsoever for any termination of the account or related deletion of your or your student's personal information. After termination, a terminated user will not be able to use his or her account anymore. Access to schoolwork associated with the account will no longer be available to such user.

Reliance on Teacher or Parental Instructions

We may, and you authorize us to, rely on the instructions that we reasonably believe are given by a teacher, parent or legal guardian in connection with a student. For example, if a person calls our customer support number and provides the account information we request, we may assume that the person calling is the teacher, parent or legal guardian of such student. We will not be held liable for any disclosure made in good faith and following reasonable procedures in responding to a request for disclosure of a student's information from such individual.

Third Parties

Different rules might apply to the collection, use or disclosure of your information by third parties in connection with their advertisements, promotions and other websites you encounter on the Internet. The use of such technology by these third parties, and their policies and practices regarding your information and their sites and services, is within their control and not Newsela's. Those parties may use the information they collect from you consistent with their own privacy policies, which we encourage you to carefully review.

SECURITY OF YOUR PERSONAL INFORMATION

We encrypt the transmission of your and your student's personal information using security measures designed to protect the security, privacy, confidentiality, and integrity of personal

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and intercept data transmissions. Therefore, although we take security very seriously and work very hard on behalf of your and your student's privacy, we cannot guarantee the security of your or your student's information.

STATE-SPECIFIC POLICIES

Connecticut For Connecticut local or regional boards of education purchasing Services directly or indirectly from, or pursuant to a group purchasing contract with, Newsela:

Pursuant to Connecticut Public Act 16-189:

“Student information,” “student records” and “student-generated content” have the same definitions as appear in CT Public Act 16-189. Student information, student records and student-generated content as defined in CT Public Act 16-189 are the property of and under the control of the school or district and not Newsela.

The local or regional board of education may request the deletion of student information, student records or student-generated content in the possession of Newsela by sending a written request to Newsela. Newsela will delete the data as requested.

Newsela shall not use the student information, student records or student-generated content for any purposes other than those authorized pursuant to the Terms of Use and, if applicable, the Newsela Customer Agreement.

A student, parent or legal guardian of a student may review personally identifiable information contained in the student records and correct erroneous information, if any, in such student record by contacting the school or district, which may access and amend all such records via the classroom portal provided by Newsela.

Newsela maintains commercially reasonable security standards to help safeguard your student information. These include encryption of the data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and additional network and physical security measures. In addition, Newsela staff members undergo annual privacy and security training.

In accordance with the provisions of Section 4 of CT Public Act 16-189, in the event of an unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Newsela shall notify the local or regional board of education as soon as practicable, but no later than the period of time required in clauses (a) (1) or (2) of Section 4 of CT Public Act 16-189 (as applicable) after Newsela becomes aware of it.

Upon completion of the contracted services, and with the written request from the school or district that student information be deleted, Newsela shall delete the data. If no such request is

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The laws of the state of Connecticut shall govern the rights and duties of the parties with respect to this section of the Terms.

Should any provision of these Terms be held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Terms which can be given effect without the invalid provisions or application.

CONTACT INFORMATION

We welcome your comments or questions about this Policy. Feel free to email us at privacy@newsela.com. You may also contact us at our address: Newsela Inc., PO Box 25588 Brooklyn, NY 11202

CHANGES TO THIS PRIVACY POLICY

We may change this Policy from time to time. If we make any changes to this Policy, we will change the Last Revised date above.

If we make material changes to this Policy, we will send a notice to the email address we have on file for the account holder. For material changes regarding use or collection of data, we will provide choices and additional information regarding the collection of such data before it is used in any manner inconsistent with the terms initially provided to users.

You are responsible at all times for providing to us your most current email address.

Except as otherwise provided in this Policy, any changes to this Policy will be effective immediately for new users of the Site, App and Services.

Newsela Child Privacy Policy

We know how important it is to you to understand how your Child's personal information is collected and shared. We take your Child's privacy very seriously. This Children's Privacy Policy ("Children's Policy") describes how Newsela, Inc. and its related companies ("Newsela" or "We" or "Us") collect, use, and disclose personal information from students under the age of 13 who have been given access to the Services by their school or their parents (each, a "Child") and explains how each parent or guardian ("Parent" or "you") may request the deletion of, or place certain restrictions on the collection, use, and disclosure of, your Child's personal information. This Children's Policy applies to the Newsela websites available at www.newsela.com, the Newsela mobile application, and any of our other websites or applications that post this Children's Policy (respectively the "Site" or "App"), and our services made available through the Site or App (together with the Site and the App, the "Services"). By submitting personal information through our Services, you expressly consent to the processing of your and your Child's personal information in the U.S. in accordance with this Children's Policy.

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IMPORTANT NOTICE FOR SCHOOL USERS

If your Child has been given access to the Services by the school your Child is affiliated with, this Children's Policy does not govern how your school might collect, use, or disclose your Child's information. Please consult with your school for more information about their privacy practices. In addition, your Child's information may be shared with your school or school district. Your school may choose to share, and we may share at their request, your Child's information with new administrators or teachers. We are not responsible for your school's collection, use, or disclosure of your Child's personal information or information shared at your school's request. Please contact your school to better understand your school's privacy practices.

PROTECTION OF STUDENT DATA

When Newsela provides our Services to students, teachers and schools, our collection, use and disclosure of student data, including any personally identifiable information, is governed by and in compliance with our Terms of Use, any agreement with the school or district, and the provisions of the Family Educational Rights and Privacy Act ('FERPA'), the Children's Online Privacy Protection Act ('COPPA') and other applicable laws that may relate to the collection and use of personal information of students. If you have any questions about our collection and use of student data, please contact us at info@newsela.com. If you have any questions about reviewing, modifying, or deleting the personal information of a student who accesses our Services through a school, please contact your school directly.

WHAT WE COLLECT

We collect information about your Child in a variety of ways, such as information that your Child provides to us, information that your Child's school provides to us, information collected automatically through technology, information collected through the use of cookies and unique identifiers, and information collected through the use of third party analytics technologies. We may combine information we collect from you or your Child's teacher or school (see our general Privacy Policy) with information we collect from your Child.

Information Your Child Gives Us

We collect any personal information your Child provides to us, including your Child's name, classroom affiliation, username, and password. We also collect information about how your Child interacts with the Services, including the articles that your Child reads, the types of articles your Child has expressed interest in, quiz-related information, responses your Child writes to teacher assignment prompts, how much time your Child spends reading the articles, and other performance related information. We also collect writing by your Child in many forms, including but not limited to their annotations and written responses to writing prompts. We may also collect information about your Child provided by your school.

Information about Your Child that Your Child's School Gives Us

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We automatically collect information about your Child's computer or mobile device when your Child visits our Site or uses our App by using the technologies described below (collectively, "Tracking Tools"). Some of the information that may be collected when a user uses the Services, include, for example, computer or device operating system type, IP address, browser type, browser language, mobile device ID, device hardware type, the website or application visited or used before or after accessing our Services, the parts of the Services accessed, length of time spent on a page or using a feature, access times for a webpage or feature, and demographic information, such as gender and age range. These Tracking Tools help Newsela learn more about our users, such as their demographics and internet behaviors, so that we can improve our Services. For clarity, our third party business partners do not have access to Tracking Tools set by Newsela or on our Services except to the extent necessary to provide services to the Services.

We do not behaviorally target advertising to Children on sites that are directed to Children or where Newsela has actual knowledge that a user is under 13. For more information about Newsela's Behavioral Advertising activities, please see [the section in our general Privacy Policy titled "Interest-based or Online Behavioral Advertising"](#).

The following are Tracking Tools used by Newsela or its third party service providers in connection with the Services:

COOKIES

We may automatically collect information using "cookies." Cookies are small data files stored on your Child's hard drive by a website. Among other things, cookies help us make our Services and your Child's experience better. We use cookies to see which parts and features of our Services are popular, to count visits to our Services and improve or tailor the Services to make them more relevant to your Child.

UNIQUE IDENTIFIERS

We may use unique identifiers to track individual usage behavior on our Services, such as length of time spent on a particular page and pages viewed during a particular log-in period. The unique identifiers collect information about a Child's use of the Services on an individual basis. We use the information that we gather through unique identifiers to evaluate and improve the Services and its content, including, but not limited to, the effectiveness of certain materials on our Services and a Child's experience while using the Services.

ANALYTICS AND OTHER TECHNOLOGIES

We use other technologies and analytics services (including Google Analytics) to help analyze how users use the Services. These analytics use cookies, digital images called web beacons, and other technological methods to collect and store information such as how often users visit the Services, what features they use, what pages they visit, what emails they open, and what other sites they used prior to and after visiting the Site. We use the information we get from analytics services to

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Web beacons, or clear GIFs or pixel tags, are small graphic image files that can be embedded in web pages to collect information about a Child's use of our Services. The information collected by web beacons allows us to analyze use of the Services, such as how and how many people are using the Services.

MOBILE DEVICE IDENTIFIERS

Mobile device identifiers are identifiers stored on a mobile device that may track a Child's mobile device, and data and activities occurring on and through it, as well as the applications installed on it. Mobile device identifiers enable collection of personal information (such as media access controls) as well as non-personally identifiable information (such as usage and traffic data). As with other Tracking Tools, mobile device identifiers help Newsela learn more about our users' demographics and internet behaviors and operate and improve the Services.

How We Respond to Do Not Track Signals

We do not currently respond to "do not track" signals or other mechanisms that might enable consumers to opt-out of tracking on our Services.

THIRD PARTY ACCOUNT CONNECTIONS

If your Child chooses to log on or otherwise associate the Services with another third party account (for example, a Google Account), we may receive information from that third party site to make it easier for your Child to create an account on the Services and display relevant content. Any information that we collect from these third party accounts may depend on the privacy settings your Child has with that third party, so please consult their privacy and data practices.

USE OF PERSONAL INFORMATION

We use information collected through our Services, or disclosed by your Child on our Site or App or in connection with our Services, for the purposes described in this Children's Policy. For example, we may use your and your Child's information to:

- understand your Child's performance in relation to others and to provide you and your Child with insight into their performance;
- understand your Child's preferences and to enhance your Child's experience and enjoyment using our Site, App and Services;
- operate, maintain, and improve our Site, App and Services;
- respond to comments and questions and provide customer service;
- send your Child related information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- communicate about promotions and other news about Services offered by us;

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We will not use your Child's personal information in any way other than in connection with providing the Services, as described in this Children's Policy, or as directed by a teacher, parent/legal guardian or school.

SHARING OF PERSONAL INFORMATION

We do not share your or your Child's personal information other than as follows:

- with your school or school district at their request;
- with new teachers within a school that already uses Newsela or schools within a district that already uses Newsela;
- with third party service providers, consultants, and other service providers who perform services for us and need access to your or your Child's information to do that work in a manner consistent with this Children's Policy (for example, our web hosting provider, third party analytics service providers and purchase processors);
- to comply with laws or to respond to lawful requests and legal process;
- to protect the rights and property of Newsela, our agents, users, and others including to enforce our agreements, policies, and terms of use;
- in an emergency to protect the personal safety of its users or any person;
- in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company, in which case the company receiving the personal information would be obligated to follow this Children's Policy.

We may create, use, and disclose anonymized and aggregated data for our own purposes by excluding information (such as your Child's name) that makes the data personally identifiable to your Child. The purposes for which we may create, use, and disclose anonymized and aggregated data include, but are not limited to, conducting analysis and generating statistics regarding the use of our Site, App, and/or Services.

Additionally, we may share your Child's personal information with new teachers who use the Services in their classrooms when your Child enrolls in such teachers' classes.

We may create and use anonymized and/or aggregated data for our own purposes by excluding information (such as your Child's name) that makes the data personally identifiable to you or your student. The purposes for which we may create and use anonymized and/or aggregated data include but are not limited to, conducting analysis and generating statistics regarding the use of our Site, App and/or Services.

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information to any third party for that third party's own marketing purposes. Additionally, we will not knowingly use or disclose your Child's information (whether personal information or otherwise) for behavioral targeting of advertisements to your Child. We do not sell Children's personal information. For clarity, we may make recommendations within or through the Services of features, tools, and content on the Services to students, including Children, based on their demographic information or activities on our Services. For example, we may suggest a text set to a student based on a previous one the student has read or based on the student's age or grade level.

INFORMATION CHOICES AND CHANGES

Below are some ways you can control the collection and use of your Child's information in connection with the Services. While we and others give you choices described in this policy, there are many ways web browser signals and other similar mechanisms can indicate your choice to disable tracking, and we may not be aware of or honor every mechanism.

Information in the Services

You may change some of your or your student's personal information stored in the Services by following the directions on the Site or App. You may send requests about your or your student's personal information, including requests to change your or your student's contact preferences and update or correct your or your student's personal information, to our contact information below. In some cases, changes about a student's personal information may have to be executed by the student's school or teacher, and in such situations, we will attempt to assist you and the school or teacher with such efforts.

Behavioral Advertising

Newsela does not behaviorally target advertising to Children on sites that are directed to Children or where Newsela has actual knowledge that a user is under 13. For more information about Newsela's Behavioral Advertising activities, please see [the section in our general Privacy Policy titled "Interest-based or Online Behavioral Advertising"](#). However, if you would like to opt-out of certain mechanisms for tracking on a device or web browser used by your Child, including tracking of online activities over time and across different websites, you can use one or more of the options described above in the "Interest-Based and Behavioral Advertising" section of the general Privacy Policy.

If you delete your Child's cookies, use a different browser or device, or buy a new computer, you or your Child will need to renew your opt-out choice.

Disclosure

You may prohibit us from disclosing your Child's personal information with a third party by contacting us at the information provided below to opt-out of such disclosures in advance; provided that if you prohibit us from sharing your Child's personal information with your Child's

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You may review your Child's personal information by logging into your Child's account or by sending us an email or postal mail at the address below.

Retention

We will retain your Child's personal information, including after the school term in which your Child uses the Services, for only as long as is reasonably necessary to fulfill the purpose for which the information was collected. Generally, Newsela will delete a Child's personal information 4 years after the Child's last login to the Services.

Deletion

You may request deletion of your Child's personal information by sending us an email or postal mail at the address below. **IN SUCH CASE, WE WILL NO LONGER ALLOW YOUR CHILD TO USE THE SERVICES.** We will delete your Child's information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion. When we delete a Child's personal information, it will be deleted from our active databases but we may retain an archived copy of your records as required by law or for legitimate business purposes.

Refusing Further Collection or Use

You may at any time refuse to permit our further use or future online collection of your Child's personal information, by terminating your Child's account and directing us to delete your Child's personal information (as described above). **IN EITHER CASE, WE WILL NO LONGER ALLOW YOUR CHILD TO USE THE SERVICES.** We will not have any liability whatsoever for any termination of the account or related deletion of the Child's personal information. After termination, your Child will not be able to use his or her account anymore. Access to schoolwork associated with the account will no longer be available to your Child.

Reliance on Parental Instructions

We may, and you authorize us to, rely on the instructions that we reasonably believe are given by you as a parent of your Child. For example, if a person calls our customer support number and provides the account information we request, we may assume that the person calling is the Child's parent. We will not be held liable for any disclosure made in good faith and following reasonable procedures in responding to a request for disclosure of a Child's personal information from such individual.

Emails

You may "opt-out" of receiving our promotional emails by following the instructions in those emails. If you opt-out, we may still send you non-marketing emails. Non-marketing emails include emails about your Child's accounts and our business dealings with you and/or your Child. You may change some of your Child's personal information stored in the Services by following the directions

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Third Parties

Please be aware that different rules might apply to the collection, use or disclosure of your Child's information by third parties in connection with their advertisements, promotions and other websites you encounter on the Internet. The use of such technology by these third parties, and their policies and practices regarding your information and their sites and services, is within their control and not Newsela's. Those parties may use the information they collect from your Child consistent with their own privacy policies, which we encourage you to carefully review.

SECURITY OF YOUR CHILD'S PERSONAL INFORMATION

We encrypt the transmission of your Child's personal information using security measures designed to protect the security, privacy, confidentiality, and integrity of personal information against risks through the use of administrative, technological, and physical safeguards. We also take reasonable steps to release Children's personal information only to third parties who are capable of maintaining the confidentiality, security and integrity of such information, and who provide assurances that they will maintain the information in such a manner. Despite our efforts, however, third parties may still find ways to hack into the service and intercept data transmissions. Therefore, although we take security very seriously and work very hard on behalf of your Child's privacy, we cannot guarantee the security of your Child's information.

CONTACT INFORMATION

We welcome your comments or questions about this Children's Policy. Feel free to email us at privacy@newsela.com. You may also contact us at our address: Newsela Inc., PO Box 25588, Brooklyn, NY 11202

CHANGES TO THIS CHILDREN'S POLICY

We may change this Children's Policy from time to time. If we make any changes to this Children's Policy, we will change the Last Revised date above.

If we make material changes to this Children's Policy, we send a notice to the email address we have on file for the account holder, which may include your Child's teacher. For material changes regarding use or collection of data, we will provide choices and additional information regarding the collection of such data before it is used in any manner inconsistent with the terms initially provided to users.

Except as otherwise provided in this Children's Policy, any changes to this Children's Policy will be effective immediately for new users of the Services. You are responsible at all times for providing to us your most current email address.

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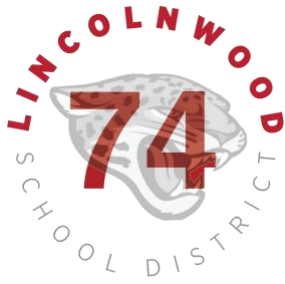
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Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: Rosetta Stone© Foundations for K-12 Renewal

PREPARED BY: David Russo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Board approves all contracts.

In addition to language learning tools for adults, Rosetta Stone© developed an interactive learning platform designed to assist newcomer students or Level I English Learner (EL) students who have very little background in English.

Rosetta Stone© Foundations for K-12 is a scalable e-learning solution designed for beginner to intermediate students in up to 24 languages to build fundamental language skills. The software is self-paced, which students can access at home or school. Students develop language skills through a defined sequence by completing games, activities, and stories leveled at their learning progress. Sounds, images, and text help students absorb language.

The District uses its subscriptions with newcomer students who possess very limited English skills. Rosetta Stone© Foundations for K-12 has been used to more rapidly build students' basic vocabulary. The English Learner (EL) Department values having this tool as a resource for newcomer students.

District Legal Counsel reviewed the Order Form Agreement. Counsel recommended removal of an automatic renewal clause, which the vendor agreed to eliminate. Additionally, Legal Counsel drafted an Amendment addressing the new Student Online Personal Protection Act (SOPPA). The vendor agreed to the Amendment, which is included in the Committee packet.

Fiscal Impact:

\$1,800.00 (The District paid the same amount in the 2020-21 school year.) The price of the program will be offset by funds through the Title III Language Instruction Programs for Limited English Proficient Students (LIPEPS) grant.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve this Order Form Agreement from Rosetta Stone for Foundations for K-12 in the amount of \$1,800.00 from August 1, 2021 to July 31, 2022.

SERVICE ORDER FORM

June 8, 2021

Rosetta Stone Contact:
 Ben Steelman
 Account Manager, K-12 Education
 Phone: 540-705-4739
 Email: bsteelman@rosettastone.com

Customer Shipping Address:

David Russo
 Assistant Superintendent for Curriculum and Instruction
 Lincolnwood School District 74
 6950 N. E Prairie Rd.
 Lincolnwood, IL 60712
 US

Contact Phone: 8476758234
 Contact Email: drusso@sd74.org

Customer Billing Address:

David Russo
 Assistant Superintendent for Curriculum and Instruction
 Lincolnwood School District 74
 6950 N. E Prairie Rd.
 Lincolnwood, IL 60712
 US

Billing Contact: David Russo
 Billing Contact Phone: 8476758234
 Billing Contact Email: drusso@sd74.org

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Ten (10) Rosetta Stone Foundations for World Language (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages (including English) and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period. Includes one (1) Online Professional Development Session	1	USD 1,800.00	USD 1,800.00
Sub Total			USD 1,800.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 1,800.00
Notes			
<ul style="list-style-type: none"> 1 - Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only. 2 - The professional development referred to above must occur within six months following the date of this Order Form. If Customer fails to allow Rosetta Stone to provide the professional development within that period, Rosetta Stone's obligation to provide the professional development will terminate. 			

Pricing is valid through August 31, 2021.

TERM AND TERMINATION

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 12 months following the service activation date of August 1, 2021 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all services must be used within the Subscription Period; unused Product licenses or services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Rosetta Stone may suspend delivery of the Product/services in the event that Customer fails to make any payment when due.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon acceptance of this Order Form by both parties. Invoices are payable on Net 60 day terms, F.O.B. Origin.

ACCEPTANCE

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone K12 Education License Agreement (the "K12 License"), available at www.rosettastone.com/legal. The K12 License, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ROSETTA STONE K12 EDUCATION LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA STONE LTD.

By: *Pam Mink*

Authorized Signing Authority

Printed Name/Title

Date

LINCOLNWOOD SCHOOL DISTRICT 74

By: _____

Authorized Signing Authority

Printed Name/Title

Date

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND ROSETTA STONE LTD.

This Amendment is entered into as of August 5, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Rosetta Stone Ltd. (“Rosetta Stone”) pursuant to the Quote dated June 8, 2021, and the Rosetta Stone K12 Education License Agreement (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. **Terms and Conditions.** 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.

2. **Auto-Renewal.** 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. **FOIA/OMA.** 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 Rosetta Stone prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Rosetta Stone 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, and Rosetta Stone hereby submits to the jurisdiction of that court. Any references to binding arbitration shall be deleted from the Agreement.

5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Rosetta Stone 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, Rosetta Stone and the School District agree as follows:

- a. The categories or types of SOPPA-covered information, as defined in Section 5 of SOPPA, to be provided to Rosetta Stone pursuant to this Agreement may include:
 - i. Information created by or provided to Rosetta Stone by a student or the student’s parent or legal guardian in the course of the student’s,

- parent's, or legal guardian's use of the operator's site, service, or application for K through 12 school purposes;
- ii. Information created by or provided to Rosetta Stone by an employee or agent of School District for school purposes; or
 - iii. Information gathered by Rosetta Stone through the operation of its site, service, or application for K through 12 school purposes and which personally identifies a student, including, but not limited to, information in the student's electronic mail, first and last name, electronic mail address, test results, or other student identifiers.
- b. The products or services being provided to School District by Rosetta Stone are as described in the documents that comprise this Agreement.
 - c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Rosetta Stone is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the school or parent, or pursuant to court order.
 - d. If a breach is attributed to Rosetta Stone under SOPPA, any and all costs and expenses incurred by School District in investigating and remediating the breach will be allocated to Rosetta Stone, except for the cost of School District personnel. The costs and expenses may include, but are not limited to, all items described in Section 15(4)(D) of SOPPA, as now written or as may be amended from time to time. Rosetta Stone shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach involving SOPPA-covered information as a result of negligent or intentional acts or omissions of Rosetta Stone, and any damages limitations in the Agreement shall not apply to School District in this regard.
 - e. Rosetta Stone must delete, de-identify and/or transfer to School District all SOPPA-covered information within ninety (90) days if the information is no longer needed for the purposes of this Agreement. Rosetta Stone must delete, within a reasonable time period, a student's SOPPA-covered information if the School District requests deletion, unless the student or student's parent consents to the maintenance of the SOPPA-covered information. For the avoidance of doubt, SOPPA-covered information

excludes de-identified data that cannot reasonably be used to identify an individual student.

- f. Because School District maintains a website, SOPPA requires that School District must publish a copy of this Agreement on the website.
- g. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Rosetta Stone shall notify the Superintendent of Schools of any breach of the students' SOPPA-covered information.
- h. Rosetta Stone shall, at the written request of the School District, provide to School District a list of any third parties or affiliates to whom Rosetta Stone is currently disclosing SOPPA-covered information or has disclosed SOPPA-covered information.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Rosetta Stone 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. **Authority to Execute.** 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.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

ROSETTA STONE LTD.

By: _____

By: Paul M. ...

Its: _____

Its: _____

Date: _____

Date: _____



Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: Renewal of Discovery Education, Inc. for the 2021-2022 School Year

PREPARED BY: Christopher Edman

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

All three schools in the District have access to Discovery Education's extensive collection of curated educational videos and resources. The content is divided into collections by grade and subject matter and aligned with curriculum standards. Student resources include engaging videos, interactive activities, high-quality images, audio clips and songs, and reading passages. Teacher resources include research-based instructional strategies, lesson planning, and professional learning opportunities.

The District's Legal Counsel reviewed Discovery Education, Inc.'s Order Form and Standard Terms of Services and found them acceptable as the amendment to the Terms agreed upon between the District and Discovery Education, Inc. in 2020 applies to subsequent Agreements.

Fiscal Impact:

\$5,914.08

The District paid \$5,328.00 with Discovery Education, Inc. in 2020-21

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Discovery Education, Inc. License in the amount of \$5,914.08 for the 2021-22 school year.



STANDARD TERMS OF SERVICE AND LICENSE DISCOVERY EDUCATION, INC.

These Standard Terms of Service and License (the “**Standard Terms**”) are applicable to any use of the Discovery Education, Inc. (“**Discovery**”) products (the “**Services**”) that are listed in the webform (the “**Webform**”) pursuant to which the entity listed as “Subscriber” on such Webform (the “**Subscriber**”) accepted these Standard Terms. The Standard Terms supersede all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. In no event shall the terms and conditions of any other purchase agreement amend or modify the terms and conditions of these Standard Terms.

1. RIGHTS OF ACCESS AND USE

- 1.1. **Grant of License.** Subject to the terms and conditions set forth herein, Discovery grants to Subscriber, and its authorized educators, administrators and students employed by Subscriber or enrolled in Subscriber’s program as listed in the Webform (the “**Users**”), for the term of the applicable Webform, a limited, non-exclusive, non- sublicensable, non-transferable and revocable license to access the Service(s) and any and all content included therein (the “**Content**”), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Standard Terms. Discovery may, in its sole discretion, make changes to the Services and/or the Content. All rights not expressly granted to Subscriber and its Users pursuant to the Standard Terms are reserved to Discovery, and all uses of the Content by Subscriber and its Users not expressly permitted herein are prohibited.
- 1.2. **Access.** Discovery shall provide Subscriber access to the Services by the date identified in the Webform. Access rights granted to Subscriber shall be limited to those access rights necessary to use of the intended functionality of the Services. Discovery reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.
- 1.3. **Permitted and Prohibited Uses.**
 - a. **Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Service(s) and the Content for bona fide educational and research purposes only and may not use them in any commercial or for-profit manner. Discovery reserves the right, in its sole and absolute discretion, to limit Subscriber’s and/or any Users’ use of the Service(s) in the event that Discovery, in its sole and absolute discretion, deems Subscriber’s and/or such Users’ use thereof to be inconsistent with educational and research purposes, and/or inconsistent with these Standard Terms.
 - b. **Downloading of Content.** Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. Copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution “libraries”, or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party other than Users.
 - c. **Editing Content.** Users may edit videos and video clips designated on the Service(s) as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party’s proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section 1.3(c) may constitute copyright infringement. User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded all editable videos and video clips without modification, obstruction or deletion. The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and teacher’s guides (“**Ancillary Materials**”). User may modify, alter and revise

the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery or its content provider shall continue to own the Ancillary Materials: “Revised with the permission of Discovery. Discovery and its content providers are not responsible for the content or accuracy of the revision”.

- d. **Dissemination of Content.** In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscriber s and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery, and Discovery shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery disclaims all liability to Subscriber in connection with such third party host, and Discovery shall have no responsibility to Subscriber or any User to ensure that such third party host maintains its service. In addition, any Subscriber or User using the Local Host support option must use the Service(s), rather than a local directory, to search for and access the Content.

- e. **Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Service(s), the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Service(s) or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Service(s)'s or the Content's control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Service(s), the Content or Discovery or its content providers, or in any manner that Discovery may, in its sole discretion, deem inappropriate. Subscriber and the Users acknowledge and agree that the Service(s) and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery for which Discovery would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery, Discovery shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

- f. **Credentials.** Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Service(s) and the Content (the “**Log-In Information**”). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Service(s) and/or the Content by unauthorized persons using a User’s Log-In Information. Unauthorized access to or use of the Service(s) and/or the Content by someone using a User’s Log-In information may be attributed to such User. Subscriber acknowledges that Discovery may require access to Subscriber’s systems in order to perform single sign-on integration services to facilitate User access to the Service(s) and Content. Subscriber hereby grants to Discovery a limited license to access such systems.

- 1.4 **Subscriber Changes to Licensed Schools.**
- a. **Licensed School Addition.** In the event that Subscriber wishes to add additional school(s) to the list of licensed schools set forth in the Webform (each, a “**Licensed School**”), Subscriber may submit a written request to DEContractsTeam@Discoveryed.com, setting forth (i) the name and address of the additional school(s), (ii) the grade level of such school(s), (iii) the number of students enrolled in each school, and (iv) the commencement date of the term for such school(s) (each, a “**School Addition Request**”). No School Addition Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber. In the event that such request results in changes to the delivery of the Services or the Fees, Discovery shall notify Subscriber in writing or via email. Any fees that result from such request shall be equal to the Fees, as assessed on a pro rata basis.
- b. **Licensed School Substitution.** In the event that Subscriber wishes to remove a Licensed School and replace it with another school, such that the total number of Licensed Schools under the respective Webform is not affected, Subscriber may submit a written request to DEContractsTeam@Discoveryed.com, setting forth (i) the name and address of the applicable school(s), (ii) the grade level of such school(s), (iii) the number of students enrolled in each school, and (iv) the date the Subscriber wishes the substitution to take effect (each, a “**School Substitution Request**”). No School Substitution Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber. In the event that such request results in changes to the delivery of the Services or the Fees, Discovery shall notify Subscriber in writing or via email. Any fees that result from such request shall be equal to the Fees, as assessed on a pro rata basis.

2. PROPRIETARY RIGHTS

- 2.1. **Discovery Property.** As between Subscriber, the Users, and Discovery, the Service(s) and the Content are the property of Discovery and are protected by United States and international copyright and trademark law. By using the Service(s) and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Service(s) or the Content.
- 2.2. **DMCA Notice and Takedown Policy.** It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the “DMCA”), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent:
- DMCA Notice, Legal Department
 - Discovery Education, Inc.
 - 8403 Colesville Road, Suite 1200, Silver Spring, MD 20910
 - Name of Agent Designated to Receive Notification of Claimed Infringement: Sam Kronthal
 - Telephone Number of Designated Agent: 240-839-4239
 - Email: DiscoveryEducationDMCA@discoveryed.com

3. PROTECTION OF PERSONAL INFORMATION AND DATA SECURITY.

- 3.1. **Student Data.** While Subscriber acknowledges that no student personal information (“**Student Data**”) is required for the use of any of the basic Discovery services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level), Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any Student Data it or any User provides through the Services in order to use such functions. Consent may be required for the collection, use and disclosure of Student Data obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery’s use of Student Data in the course of providing the Services. The parties agree to uphold their responsibilities under laws

governing personal information, including:

(i) the Children’s Online Privacy Protection Act of 1988 (“COPPA”), the Family Educational Rights & Privacy Act of 1974 (“FERPA”), Children’s Internet Protection Act (“CIPA”) and any other laws, regulations and statutes, all solely to the extent applicable.

- 3.2. **Data Protection Addendum.** Discovery agrees to protect Student Data in accordance with the provisions of the Discovery Education Student Data Protection Addendum (the “**DPA**”) located at discoveryeducation.com/Data-Protection-Addendum incorporated herein.
- 3.3. **Data Security.** Discovery shall implement commercially reasonable administrative, physical and technical safeguards designed to secure Personal Information from unauthorized access, disclosure, or use in accordance with Discovery’s Security Policy attached as Schedule A to the DPA.

4. FEES AND TAXES

- 4.1. **Fees.** Subscriber shall pay Discovery the fees in the amounts specified in the Webform (the “Fees”). Subscriber shall submit to Discovery the executed Webform and Discovery shall issue Subscriber an invoice for the applicable Fees. In the event that Subscriber elects to pay such Fees with a credit card, Discovery shall have the right to charge Subscriber a convenience fee. Subscriber shall pay the Fees within 30 days of Discovery’s invoice. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. The fees for any Renewal Term shall be at Discovery’s then current, applicable rates, as provided by Discovery and in accordance with applicable law. The fees for any Extension Term (as defined below) shall be equal to the Fees, as assessed on a pro rata basis and provided by Discovery.
- 4.2. **Taxes.** Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

5. TERM AND TERMINATION

- 5.1. **Term.** The term (“**Initial Term**”) is defined in the applicable Webform referencing the Standard Terms. Thereafter and in accordance with applicable law, the Term shall automatically renew for additional periods in increments of the Initial Term (“**Renewal Term(s)**”, collectively with the Initial Term, the “**Term**”) until terminated by either party by giving written notice ninety (90) days prior to the expiration of any Renewal Term. The Fees for the Renewal Term shall be as set forth in Section 4.1 herein.
- 5.2. **Term Extensions.** In the event that Subscriber wishes to extend the Initial Term (a “**Term Extension Request**”), it may request an extension of up to three (3) months by submitting a request to DEContractsTeam@Discoveryed.com (“**Extension Term**”). The fees for any Extension Term shall be as set forth in Section 4.1 herein. No Term Extension Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber.
- 5.3. **Termination for Breach.** In the event that Subscriber or its Users breach any term of the Standard Terms, and such breach is not cured within 10 days after receipt of notice thereof from Discovery, Discovery may terminate the Standard Terms in whole or in part immediately upon written notice to Subscriber.
- 5.4. **Termination for Bankruptcy.** Either party may terminate the Standard Terms immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party’s assets; or (d) an assignment for the benefit of creditors.
- 5.5. **Effect of Termination.** Upon expiration or termination of the Standard Terms, all rights granted herein shall revert to Discovery; all access to and use of the Service(s) and the Content by Subscriber and its Users must cease; and all materials downloaded from the Service(s) by Subscriber or any Users must be erased, deleted, or destroyed.

6. GENERAL WARRANTIES

- 6.1. **Discovery Warranties.** Discovery represents and warrants that it has full power and authority to enter into the Standard Terms.
- 6.2. **Subscriber Warranties.** Subscriber represents and warrants that (i) it has full power and authority to enter into the Standard Terms and has received all parental and other permissions required to permit Discovery to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Service(s) and the Content; (iii) Subscriber and its Users will at all times use the Service(s) and the Content only as expressly permitted by the Standard Terms; (iv) in the event that Subscriber requests that Discovery customize the Service(s) interface with Subscriber's trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber's content on the Content and/or the Service(s), Discovery has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Subscriber IP"), and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.
- 6.3. **Disclaimer of Warranty.** THE SERVICES AND CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE STANDARD TERMS, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY'S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.
7. **Release.** To the extent permitted by law, Subscriber and its Users release and waive all claims (whether known or unknown) against Discovery, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of User's use of the Service(s) and the Content. California residents waive any rights they may have under Sec.1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
8. **Indemnity.** To the extent permitted by law, Subscriber and its Users shall defend, indemnify and hold Discovery, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all claims, damages, liabilities, costs and expenses arising out of any violation by Subscriber and/or its Users of these Standard Terms, any downloading of the Content, any modification or edit made to any portion of the Content, and the use of any portion of the Content with products or services not supplied by Discovery.
9. **LIMITATIONS OF LIABILITY**
 - 9.1. **Consequential damages exclusion.** IN NO EVENT SHALL DISCOVERY BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.
 - 9.2. **Aggregate Liability.** To the maximum extent permitted by law, in no event

shall Discovery's aggregate liability with respect to any matters whatsoever arising under or in connection with the Standard Terms exceed the lesser of (i) total fees paid by Subscriber to Discovery under the Standard Terms within the twelve-month period prior to the date the cause of action giving rise to liability arose or (ii) \$100,000. The foregoing liability is cumulative with all payments for claims or damages in connection with the Standard Terms being aggregated to determine satisfaction of the limit.

10. CONFIDENTIALITY

- 10.1. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of these Standard Terms and materials provided by Discovery which are designated as confidential or should reasonably be presumed to be treated as confidential ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
- 10.2. **Communications from Discovery.** Discovery may periodically contact Users for customer service purposes. By accessing the Service(s) and the Content, Users consent to receive such communications. Subscriber shall promptly provide Discovery with any and all information regarding its Users and/or use of the Service(s) and the Content by its Users that Discovery reasonably requests. Subscriber agrees that Discovery may reference its business relationship with Subscriber in its marketing, press releases or sales materials.

11. MISCELLANEOUS

- 11.1. **Changes.** Discovery reserves the right to change these Standard Terms from time to time. Such changes will become effective when Discovery posts the revised Standard Terms. Subscriber and Users should check the Standard Terms from time to time, as they are bound by the Standard Terms posted on Discovery's website at the time of access. Any revised Standard Terms shall supersede all previous versions.
- 11.2. **Force Majeure.** Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof.
- 11.3. **Governing Law.** The Standard Terms shall be construed and enforced under the laws of the state of New York, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of New York. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.
- 11.4. **No waiver.** No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.
- 11.5. **Survival.** All representations, warranties, and indemnities shall survive the expiration or prior termination of the Standard Terms.
- 11.6. Section headings are provided for convenience only and shall not be used to construe the meaning of any section hereof.
- 11.7. **Entire Agreement.** The Standard Terms contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until these Standard Terms have been electronically accepted by an authorized signatory for Subscriber and Subscriber has been authorized by Discovery to have access to the Services as provided herein.
- 11.8. **Assignment.** The rights and obligations of either party under the Standard Terms may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Discovery may assign the Standard Terms without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

- 11.9. **Relationship of the Parties.** The parties are independent contractors and not joint venture partners or otherwise affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.
- 11.10. **Professional Development Services.** Any content provided by Discovery during any Professional Development, in any format (the “**PD Content**”) is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the PD Content by using the PD Content.
12. **Notices.** All notices and statements shall be in writing and sent by a reputable overnight service such as Federal Express to the address set forth below; provided that, notices that relate to Renewal Terms may be sent via email to the email address below:

Discovery Education, Inc.
Attn: General Counsel
8403 Colesville Road
Suite 1200
Silver Spring, MD 20910
Copy to: President, K-12
Email: DEContractsTeam@discoveryed.com



ORDER FORM

Subscriber: LINCOLNWOOD SCHOOL DISTRICT 74

Address: 6950 N EAST PRAIRIE RD LINCOLNWOOD, IL 60712-2520

Term: 8/1/2021 to 7/31/2022

Services	Start Date	End Date	Qty	Unit of Measure	Discounted Price	Total
Discovery Education Experience Base	8/1/2021	7/31/2022	3	Site	\$1,971.36	\$5,914.08
TOTAL:						\$5,914.08

This Order Form and the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions ("Standard Terms") constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

LINCOLNWOOD SCHOOL DISTRICT 74

Discovery Education, Inc.

By: _____
(Signature Required)

By: _____
(Signature Required)

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Please return Exhibit A with the signed Order Form.



**EXHIBIT A
LICENSED SCHOOLS**

LINCOLN HALL MIDDLE SCHOOL - 6855 N CRAWFORD AVE, LINCOLNWOOD, IL. 60712-4601		
PRODUCT NAME	START DATE	END DATE
Discovery Education Experience Base	08/01/2021	07/31/2022

RUTLEDGE HALL ELEMENTARY SCHOOL - 6850 N EAST PRAIRIE RD STE 1, LINCOLNWOOD, IL. 60712-2550		
PRODUCT NAME	START DATE	END DATE
Discovery Education Experience Base	08/01/2021	07/31/2022

TODD HALL ELEMENTARY SCHOOL - 3925 W LUNT AVE STE 2, LINCOLNWOOD, IL. 60712-2537		
PRODUCT NAME	START DATE	END DATE
Discovery Education Experience Base	08/01/2021	07/31/2022

**AMENDMENT TO THAT CERTAIN SUBSCRIBER AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND
DISCOVERY EDUCATION, INC.**

This Amendment is entered into as of August 13, 2020, by and between the Board of Education of Lincolnwood School District No. 74 (“Subscriber”) and Discovery Education, Inc. (“Discovery”) (collectively, the “Parties”) pursuant to the Order Form Ref. No. #Q-291750, attached hereto as Exhibit A, and the Discovery Education Standard Terms of Service and License (“Agreement”) entered into by the Parties as of the same date, and shall continue in force for any extensions of the Agreement or subsequent Order Forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** 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. Discovery shall not materially modify or amend the Standard Terms of Service and License, which are currently located at www.discoveryeducation.com/terms-and-conditions, during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** 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 Subscriber.
3. **FOIA/OMA.** Subscriber 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 Discovery prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Discovery acknowledges and agrees that the Terms of Services and License is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** The Agreement shall be construed and enforced under the laws of the state of Illinois, USA without reference to the choice of law principles thereof. Subscriber and Discovery hereby consent to and submit to the jurisdiction of the Circuit Court of Cook County, Illinois, which shall be the venue for the resolution of any disputes between the parties.
5. **Illinois School Student Records Act.** In addition to its obligation to maintain Student Data in accordance with applicable federal laws, Discovery shall also maintain all Student Data obtained from Subscriber 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.*). Discovery shall promptly notify the Superintendent of Lincolnwood School District No. 74 in the event of a security or privacy breach involving Student Data and respond to any such security or privacy breach according to industry standards; shall indemnify and defend the Subscriber, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney’s fees, arising directly and specifically from any security or privacy breach involving Student Data as a result of negligent or intentional acts or omissions of Discovery; and shall destroy all Student Data

when the Student Data is no longer needed by Discovery or upon termination of the Agreement, as requested by Subscriber.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Discovery shall maintain a cyber-liability insurance policy insuring against data breaches. Subscriber shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to Subscriber in its capacity as an additional insured.

7. **Authority to Execute.** 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.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74
COOK COUNTY, ILLINOIS**

By: _____

Its: Board President

Date: 9/3/20

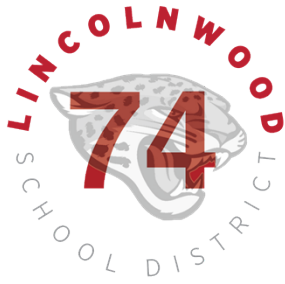
DISCOVERY EDUCATION, INC.

DocuSigned by:

By: _____
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Its: COO

Date: August 13, 2020



Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: Renewal of Achieve3000's Actively Learn for the 2021-2022 School Year

PREPARED BY: Christopher Edman

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Actively Learn has been used at Lincoln Hall since 2015 and is an online literacy platform that allows teachers to make reading assignments more interactive. Teachers assign pre-existing Actively Learn materials to students or upload their own content, then track student responses and activity using data tools. Students can interact with text by digitally highlighting and annotating, responding to embedded questions and content, using reference tools, and leaving feedback and comments.

The District's Legal Counsel reviewed the contract and Terms of Service provided by Actively Learn's new owner, Achieve3000, and created a draft amendment addressing terms such as Governing Law and Venue and Auto-Renewal, as well as incorporating SOPPA language to ensure compliance with state law, which was accepted by Achieve3000.

Fiscal Impact:

\$5,330

The District paid \$4,830 with Actively Learn in 2019-20 and 2020-21.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Actively Learn Inc. license at Lincoln Hall for the amount of \$5,330 for the 2021-2022 school year.

Quote ID: Q-58792
Contract Period: 08/01/2021 - 06/30/2022

Quote Date: 01/15/2021
Valid Until: 08/20/2021

Client Information

Account Name	
Lincoln Hall Middle School	
Address	Client
6855 N Crawford Ave Lincolnwood, IL 60712-4601 Phone: (847)675-8240	Christopher Edman Email: cedman@sd74.org Phone: 847-675-8240

Achieve3000 is pleased to continue partnering with you to accelerate your students' literacy growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

Product	Cost	Qty	Total
Achieve3000 Site Setup Fee - Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support. <i>(SITE-SETUP)</i>	\$290.00 per site	1	\$290.00
Actively Learn ELA Plan <i>(AL-ELA)</i>	\$12.00 per student	420	\$5,040.00
Actively Learn Science Plan <i>(AL-SCI)</i>	\$9.00 per student	420	\$3,780.00
Actively Learn Social Studies Plan <i>(AL-SS)</i>	\$9.00 per student	420	\$3,780.00
Subtotal			\$12,890.00
Discount			(\$7,560.00)
Order Total			\$5,330.00

Acceptance for Quote ID Q-58792: \$5,330.00

Lincoln Hall Middle School

Account Name

Achieve3000

Signature

Name / Title

Date

Signature

Name / Title

Date

The Complete Signed Quote and Purchase Orders can be sent to:

Achieve3000
331 Newman Springs Road
Suite 304
Red Bank, 07701

Fax: (316) 221-0718

Email: orders@achieve3000.com

For questions, please contact Renewal Sales at 732-367-5505 x222.

This quote is governed by and subject to the Achieve3000 terms and conditions at <https://achieve3000.com/about/terms-of-service/>. By signing this quote, you are agreeing to such terms and conditions.

To explore more renewal options, such as a multi-year quote with LOCKED-IN PRICING for three full years, please contact sales.support@achieve3000.com for an adjusted quote.

About Achieve3000®

Achieve3000 delivers a comprehensive suite of digital solutions that significantly accelerate literacy growth and deepen learning across the content areas. Using personalized and differentiated solutions, Achieve3000 provides equity for remote and on-site instruction, enabling educators to help all students achieve accelerated growth. Our suite of solutions includes: Achieve3000 Literacy, a differentiated learning platform for grades 2-12; Actively Learn, a digital curriculum for grades 3-12; Smarty Ants, a foundational literacy platform for grades PreK-2; and Achieve3000 Math, a digital mathematics solution.

Learn more about Achieve3000's learning solutions at www.achieve3000.com.

Terms of Service

Version Effective Date: August 5, 2020

The following Achieve3000, Inc. (“Achieve3000”) Terms of Service (“TOS”) are incorporated by reference into the contract or order form (each, an “Order Form”) under which you, a school district, public or private school or other entity (“You”), have agreed to subscribe for the right to permit a certain number (up to the licensed number) of your students, parents, teachers and school administrators (as applicable, the “Authorized Users”) to whom Achieve3000 or its affiliates (Achieve3000 and its affiliates, “Us” or “We”) have provided a user ID and password to access and utilize particular educational services (each such service, a “Service”). In the event of a conflict between the Order Form under which You have agreed to make your subscription and these TOS, the conflicting term(s) of the Order Form shall prevail, unless You and We expressly state in a subsequent written document that You and We intend that the conflicting terms of these TOS prevail over the conflicting terms of the Order Form.

1. CONTENT OF YOUR PURCHASE AGREEMENT

This agreement, under which You are subscribing for the right to permit your Authorized Users to access and utilize particular Service(s) (this “Agreement”), consists of (a) the applicable Order Form(s) in which the specific Service(s) to be provided, the school(s) to whom the Services are to be provided, the period during which the Authorized Users shall have the right to access and utilize the identified Service(s), pricing, and other details and terms are specified; and (b) these TOS. Your Order Form and these TOS contain the entire Agreement and understanding regarding our provision of the specified Service(s) to You and your Authorized Users, and supersede all prior oral and written agreements between You and Us regarding the subject of this Agreement, if any. In the event that any of the terms set forth in this Agreement are held invalid, illegal or unenforceable, all of the remaining terms of this Agreement will remain in effect.

We reserve the right to amend, remove or add to these TOS at any time. Please check this page periodically for any modifications. Your continued use of Services provided by Achieve3000 shall signify your acceptance of the then-current TOS.

1. TERM OF THIS AGREEMENT

Except as provided in the following sentence and unless stated otherwise in your Order Form, this Agreement shall commence on August 1 of the year in which You execute your Order Form (the “Subscription Start Date”) and shall conclude on June 30 of the following year, for single and multi year orders (the “Subscription End Date,” and such period between the Subscription Start Date and Subscription End Date constituting “the Term”). The previous sentence notwithstanding, (a) when You execute your Order Form subsequent to August 1, the Subscription Start Date shall be and the Term shall commence on such date and conclude on June 30 of the following year, and (b) the Term of all multi-year agreements shall be as indicated in your Order Form.

1. DESCRIPTION OF SERVICES

The elements of each Service subscribed for hereunder (each a “Service Element”), and the date on which the appropriate Authorized Users may access and utilize each element are as follows:

Service Element

Date on Which the Appropriate Authorized User May First Access and Utilize This Service Element (the “Service Element Activation Date”)

The specified subscription Service(s) to Achieve3000 Literacy®, Boost®, Achieve3000 Math®, Smarty Ants®, LevelSet® and eScience3000® service, including Student, Teacher and Home edition, and standards alignment services.

Thirty (30) days before the Subscription Start Date (or as of the actual order date, if the order date is less than thirty (30) days before the Subscription Start Date)

LevelSet® Placement Test, an online assessment which measures students' reading abilities for accurate placement in the content.

The later of Subscription Start Date or school start date

Interim Test, an online assessment which refines the data about students' reading abilities at some point during the Term after the placement test.

- During December for full-year implementations and for partial year implementations that span the *first* school semester
- During April for partial year implementations that span only the *second* school semester

Post Test, a final assessment of students' reading levels at the culmination of the program.

Sixty (60) days prior to the Subscription End Date

Online Professional Development materials for educators delivering differentiated reading instruction

Subscription Start Date

On-Site Professional Development sessions

As indicated in this Agreement

Online Professional Development sessions

As indicated in this Agreement

1. LICENSE GRANT

Effective as of the Service Element Activation Date applicable to each Service Element, your appropriate Authorized Users are granted a limited, non-transferable, non-sub-licensable, non-exclusive, personal license (revocable in the event of breach) to access and utilize the applicable Service Element that You have subscribed for the right to access and utilize, solely for educational purposes and solely as permitted by this Agreement, during the Term. The term "appropriate" here means that Service Elements intended for use by students may be accessed and utilized by any Authorized User, and that Service Elements intended for use by teachers and school administrators may only be accessed and used by Authorized Users functioning in those roles.

The foregoing notwithstanding, We will not be obligated to provide any Service to any user who has not agreed (i) to our Privacy Policy and (ii) to comply with our end user Terms and Conditions of Use ("Terms of Use"). We reserve the right to change our Privacy Policy and Terms of Use at any time without prior notice.

We will charge You for each Service You subscribe for based on the number of permitted users or "Licensed Seats" You elect for that Service and the applicable license pricing for the Service.

To allow You additional flexibility in your use of the Services for appropriate purposes, We may permit Authorized Users in excess of the then-current number of Licensed Seats You have already subscribed for that Service ("Additional Users").

From time to time during the Term, We will compare the number of Authorized Users You have provided with access to a Service with the number of Licensed Seats You have subscribed for that Service. If the number of Authorized Users exceeds the number of Licensed Seats You have subscribed for the Service, We will notify You in writing and invoice You for the Additional Users We have identified through Our comparison. We will work with You to resolve promptly any question or issue You may have regarding the number of Additional Users We have identified or the associated additional Service fees We have invoiced for those Additional Users. You are responsible for all activities conducted under your Authorized User logins and for their compliance with these TOS.

1. RESERVATION OF RIGHTS; RESTRICTIONS ON USE; CONTENT DISCLAIMER

Every aspect of each Service, including its underlying concepts, methodologies, processes, formats, specifications, other know-how, site layout, design, images, programs, text, forms and other information (collectively its "Content"), is solely our property and the property of our licensors. You receive no rights to or interest in any Content other than the rights conferred upon You by Section 4 of these TOS. All Content is protected by copyright and other intellectual property laws, and nothing herein grants You any ownership interest in any Content or any right with respect to any Content other than those rights expressly granted in Section 4 of these TOS.

- You and your Authorized Users may not permit any third party whom We have not provided a user ID and password to access or utilize any Service.
- You and your Authorized Users may not copy, modify, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of any software used to provide any Service or permit any other party to do so. Content may not be merged with any other service or software, or be adapted or modified in any way, by anyone.
- You and your Authorized Users may not (a) copy, reproduce, publish, distribute, modify, transfer or in any way commercially exploit any part of the Content, (b) mirror the Content on any other server, (c) create any derivative works, (d) attempt to avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that may be established with respect to the Content or (e) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on or in the Content.
- You and your Authorized Users may not use any Service in a manner that includes any service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single Authorized User login, or time-sharing of such Service.
- You and your Authorized Users may not use any Service in a manner that is contrary to applicable law, sanctions, or restrictions on sale, or in violation of any third-party rights of privacy or intellectual property rights.
- You and your Authorized Users may not use unauthorized modified versions of any Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to such Service.
- You and your Authorized Users may not engage in systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory of any kind without our written permission. You may not use any robots, spiders, crawlers or other automated downloading programs or devices to search any Content, harvest personal information, or cause disruption to the Service.
- You and your Authorized Users may not publish, post, upload or otherwise transmit any Content that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.
- You and your Authorized Users may print or download Content for your own personal educational use, provided You keep intact all copyright and other proprietary notices.

Achieve3000 shall have the right, but not the obligation, to remove any Content at any time.

1. COMMENTS

During the Term, You, through your employees and agents, may contribute certain ideas, comments, criticisms, and suggestions for improvements, modifications, and other changes to the Services (including with respect to associated Content) (collectively, "Comments"). You agree that We may use, modify, and incorporate these Comments as and when We see fit and will own all rights to such Comments as incorporated into our Services.

1. PAYMENT TERMS

Unless You and We agree otherwise in your Order Form, We may invoice You for Services and other items subscribed for hereunder in the case of one year agreements, on the day that you execute your Order Form, and in the case of multiple year agreements, on the day that you execute your Order Form and prior to each anniversary of the Subscription Start Date. Payment of the undisputed amounts set forth on each invoice shall be due within thirty (30) days of the date of the invoice. Should You dispute any portion of an invoice, You will communicate to Us in writing the basis of your belief that a portion of the invoice is incorrect no later than the date on which the invoice is to be paid in full, and shall engage with Us in good faith to resolve such dispute as expeditiously as reasonably possible. In the event that timely payment is not received, We shall have the right to deny You and your Authorized Users access to the Services until payment in full is received. Absent a good-faith payment dispute, if You fail to pay on time, We shall be entitled to claim interest on any overdue amount at the rate of 1% per month or the maximum amount allowed by law, whichever is greater and We may suspend the applicable Services, without limitation or waiver of any other right or remedy available under these TOS or at law. If We are required to retain a collection agency or attorney to collect overdue payment of undisputed invoices, all reasonable collection costs, including attorney fees, will be payable by You.

1. TAXES AND TAX RELATED OBLIGATIONS

The rates and charges for Services may not include, and You acknowledge that You are responsible for, any sales, use, excise, gross receipts, personal property, privilege, and value added tax liabilities and any other duties or other transaction taxes or charges imposed by any governmental entity for products and Services provided under this Agreement, excluding only taxes based solely on our net income. You shall

hold Us harmless from all claims and liabilities arising from the failure to pay any such taxes, including penalties, interest, duties, tariffs or charges. You will promptly reimburse Us for any and all taxes, assessment, permits and fees that We may be required to pay in connection with this Agreement or its performance.

You acknowledge that contemporaneous documentation (e.g., exemption certificate, etc.) is critical to ensure that appropriate tax treatment is afforded and You agree to provide Us with the required documentation in a timely manner.

1. AVAILABILITY OF SERVICES

We will refund to You a pro-rated portion of any prepaid and unused fees for any Service provided hereunder corresponding to the period after termination, other than fees received for Professional Development training, waive our right to future payment, and consider this Agreement revoked if, after You have provided Us the data described in Section 10 and have certified that the teacher of each class of students utilizing the Service(s) has completed the preparation described in Section 11, the Service(s) is/are not accessible and usable for extended periods of time by substantially all of your Authorized Users.

1. STUDENT DATA

In order to enable Us to provide the Services to You and your Authorized Users, You shall provide Us the following data in electronic form (in .CSV (comma separated values) or .XLS (Excel) format) regarding each student whom You want to enable to use a Service: name of the student's school and school district, student ID number, student first name, student last name and student grade level (collectively, "Student Data"). Alternatively, You can upload the data yourself. Visit the Achieve3000 Hub at hub.achieve3000.com for secure data upload instructions. Alternative methods for providing Student Data electronically include transferring Student Data through a standards-based API or through on-demand electronic transfer through Authorized User login using standards-based SSO.

At your request We will also accept, include in our reports to teachers and administrators, and treat as Student Data the following additional information: class code or room number, student race/ethnicity, gender, socio-economic or demographic information, familial background, student disabilities, student test scores, test dates, English language status and information related to English language learners, special education status, free lunch status, language spoken at home, and such other information that You may request and that we can feasibly track in the course of delivering applicable Services.

Student Data can be transferred to Us using a secure file sharing service, SFTP, or any other method required by You. All Student Data received from You will be stored on a secure server and accessible only to our personnel on a need-to-know basis. The Student Data received from You will be matched to our usage records using student IDs or student names (provided by You during the rostering process). You agree that Student Data may be shared with external contractor(s) who are under contract with Us to protect the confidentiality of shared information and meet all standards of confidentiality described in these TOS. All Student Data collected by Us will be kept strictly confidential, consistent with the terms of these TOS. Student Data received from You will only be used for the purposes described in these TOS or as otherwise agreed in writing by You and Us. At such time as You require by written notice, Achieve3000 will purge Student Data from all storage media, except Student Data stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by Us. We may collect usage data, query data and other aggregated or de-identified data in connection with your use of our Services. We may use such data for purposes of improving our Services (e.g., improving the efficacy of our Services or corroborating the data in our databases). Provided that none of your Authorized Users or students is individually identifiable and none of your Confidential Information is disclosed, We may also collect, retain, disclose, distribute and otherwise utilize such aggregated or de-identified data.

In our receipt and handling of Student Data, We will act as your contractor and provider of institutional or assessment services, as applicable, and will comply with associated provisions of the Department of Education's regulations under the federal Family Educational Rights and Privacy Act or "FERPA". We will only use Student Data in a manner that complies with Sections 99.33(a) of the Department of Education's FERPA regulations and is consistent with our Privacy Policy (which is set forth at <http://www.achieve3000.com/privacy-policy/>). You will treat our staff as authorized school recipients of education records under FERPA.

In addition, we do and will comply with the provisions of the Children's Online Privacy Protection Act ("COPPA") in the operation of the Achieve3000 websites through which your Authorized Users will access and use Services.

Notwithstanding our reservation of the right to revise these TOS and our Privacy Policy, no change to these TOS or our Privacy Policy that materially diminishes protections afforded Student Data will become effective with respect to You or your Authorized Users unless and until we have advised You of such change and received your written consent (email to suffice) to such change.

1. TEACHER AND ADMINISTRATOR PREPARATION

You will require the teacher of each class of students utilizing a Service to be familiar with its use before the teacher permits students, parents, and administrators to access and utilize the Service.

Implementation planning and initial training Professional Development sessions, whether online or on-site, must be completed no later than sixty (60) days after the Subscription Start Date. All subsequent Professional Development sessions subscribed for hereunder, whether online or on-site, must be completed before the end of the period indicated in Your Order Form. Such session(s) shall not “roll over” to a subsequent period and You will not be entitled to a refund for such unused sessions. All Professional Development sessions, whether online or on-site, not scheduled by You within the appropriate time frame as described in this paragraph shall be treated as having been duly provided by Us. Confirmed Professional Development sessions may be postponed and rescheduled without charge only upon seventy-two (72) hours’ prior notice. Professional Development sessions canceled or postponed on less than seventy-two (72) hours’ prior notice shall be treated as having been duly provided by Us.

We may make additional Professional Development opportunities available from time to time, on a selective basis. The reasonable and verifiable costs of participation in such events, as well as any associated travel costs, are included in the cost of the Services.

1. INVALID LEVELSET ASSESSMENTS

All potentially invalid LevelSet assessments are flagged in a report for Your teachers and it is up to those teachers to have the individual student retake the relevant LevelSet assessment.

1. EMAIL COMMUNICATIONS

You hereby authorize Us to send electronic mail and SMS text messages (if a user has opted-in to receiving SMS messages) to your teachers and school administrators for the following purposes:

1. **delivering Professional Development and similar materials to your teachers and administrators; and**
2. **advising You of changes or additions to our Services or about any of our Services.**

If You do not want your teachers and/or school administrators to receive such emails, please notify Us at support@achieve3000.com.

1. SERVICE RELIABILITY

Subject to our need to perform periodic and routine maintenance, we take reasonable measures to make our Services available 24 hours a day, seven days a week and to maintain saved information. However, technical failures, acts of God and routine and unscheduled maintenance may render one or more Services unavailable at times (including during normal business or school hours), and/or may result in the loss of information. We shall not be liable to You or anyone else for any loss of information or for the non-availability of any Service, unless such loss of information or non-availability of a Service has resulted from our gross negligence or willful misconduct.

1. USER CONDUCT

You agree that our Terms of Use set forth at <http://www.achieve3000.com/terms-of-use/> are reasonable and appropriate, and shall undertake reasonable measures to assist Us in enforcing such Terms of Use. Derogatory, harmful or unlawful conduct is not permitted on any Services. Your Authorized Users are not permitted to upload, distribute through, or otherwise publish any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party violate any law, or otherwise violate the Code of Conduct or any other provisions of the Terms of Use.

1. TERMINATION

- You or We may terminate this Agreement immediately for default if the other party fails to cure all material defaults in its performance within ten (10) days of its receipt of written notice of its default(s) from the terminating party.
- Immediately upon the termination or expiration of any of Your Order Form You and Your Authorized Users shall immediately cease use of all Service(s) subscribed for under that Order Form. Should any Order Form be terminated prior to its natural expiration, You shall pay Us all amounts owed for Services provided to You and Your Authorized Users under that Order Form up to the effective date of such termination.

1. CHANGES TO SERVICES

We are constantly innovating in order to provide the best possible instructional solutions to our customers' Authorized Users. You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to You. You further acknowledge that We may stop (permanently or temporarily) providing any features or may add new features within any Service at our sole discretion without prior notice to You.

1. LINKS TO OTHER SITES

Our Services may contain hyperlinks to other sites or resources that are provided solely for the convenience and information of your Authorized Users. We are not responsible for the availability of external sites or resources linked, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from, or policies employed by, such sites or resources. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided. Accordingly, You should review the terms and conditions and privacy policies of each linked site, as its policies may differ from ours. If your Authorized Users decide to access linked third-party content and sites, they do so at their own risk.

1. CONFIDENTIALITY

"Confidential Information" shall mean any and all non-public proprietary business, technical, and operational information disclosed by one party to the Agreement to the other party, including by or through its respective employee, agent, contractor, or representative, during the Term of this Agreement or in connection with correspondence or negotiations culminating in this Agreement, provided such information is clearly marked as "proprietary" or "confidential" or is of such nature that a person would reasonably understand the information to be of a confidential or proprietary nature.

Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in performance of its obligations under this Agreement.

Notwithstanding Achieve3000's Privacy Policy, Confidential Information of a party shall not include information which: (i) is as of the time of its disclosure or thereafter becomes part of the public domain, with the exception of Student Data, through a source other than the receiving party and without claim or challenge by the disclosing party to such public disclosure; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to or reliance on Confidential Information of the disclosing party; or (iv) was received by the receiving party from a third party without any confidentiality obligation owed to the disclosing party. Notwithstanding a party's obligations hereunder, it may disclose the other party's Confidential Information if it the party is required to disclose such Confidential Information pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such other party may seek a protective order or other appropriate remedy.

20. DATA OWNERSHIP AND LOCATION OF SERVICES

You will own data on your Authorized Users' use of our Services ("Program Data") and the Student Data You provide to us. At your request, We will return or destroy in a verifiable manner Student Data in our possession and provide You with copies of associated Program Data We have not previously provided to You. To comply with applicable laws, we reserve the right to destroy or otherwise dispose of Student Data and Program Data You have not directed us to return or destroy following this Agreement's Term. You agree that we may use Student Data and Program Data to provide the Services, and that we may use Program Data for our internal purposes, for example, development and assessment of Services and Content.

The Services and Content are provided from, and Student Data and Program Data are stored on, servers located in the United States. You acknowledge and agree that we may provide the Services and Content, and store Program Data and Student Data, in this manner. You further confirm that, as applicable, your transfer of Student Data from outside the United States and our use and processing of such data in connection with delivery of Services to You and Authorized Users are consistent with laws applicable to your transfer and our processing of such data.

21. WARRANTIES AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

- We warrant that We have the full authority to grant the rights granted to You herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, AND ANY WARRANTY SET FORTH ON AN ORDER FORM, WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO ANY SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR UTILITY OF CONTENT, EFFECTIVENESS OF ANY SERVICE IN IMPROVING ANY STUDENT SKILL OR CAPABILITY, OR NONINFRINGEMENT, AND ANY WARRANTY THAT ANY SERVICE WILL BE AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, EACH SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND YOU UNDERSTAND THAT YOU ARE ASSUMING ALL RISKS OF THE SERVICE'S USE, QUALITY, AND PERFORMANCE.
- IN NO EVENT SHALL EITHER YOU OR WE, INCLUDING EITHER OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER YOU OR US OR ANY THIRD PARTY, EVEN IF YOU OR WE, AS THE CASE MAY BE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF A SERVICE BY ANY PERSON OTHER THAN OUR EMPLOYEES OR AGENTS. OUR TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES YOU PAID DURING THE TERM OF YOUR WRITTEN ORDER OR AGREEMENT. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT SHALL WE, INCLUDING OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND OUR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY CONTENT OR ANY SERVICE.
- FURTHER, IN NO EVENT SHALL WE, INCLUDING ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SERVICE OR CONTENT PROVIDED HEREUNDER TO YOU OR TO ANY AUTHORIZED USER.
- We agree to indemnify and defend You and your employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that a Service provided to You hereunder infringes upon the copyright of a third party. If any such Service is held to infringe, or if in our opinion, such a claim is likely to occur, We may, at our sole option and expense, either: (i) procure for You and your Authorized Users the right to continue using the Service in question; or (ii) replace or modify the infringing Service Elements so that they become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then We may terminate your license to access and utilize the allegedly infringing Service and We shall refund to You a pro-rated portion of any prepaid and unused fees for such Service corresponding to the period after termination. The preceding sentences in this bullet states our entire liability and obligation, and your exclusive remedy, for infringement.

22. GENERAL

Nothing in this Agreement shall cause the relationship between You and Us to be anything other than that of independent contractors. None of your and our actions under this Agreement shall be joint, and You and We have not formed, and shall not form, a joint venture to perform any of our respective obligations hereunder. The failure of either party to require performance of any part of these TOS shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by an authorized representative of both You and Us. The rights and obligations of each party established herein are intended for the sole use and benefit of each of the parties and no one else. Accordingly, these TOS confers no rights upon any third party. Except for payment obligations, neither party shall be responsible for any delay or failure in its performance to the extent such delay or failure is caused by causes beyond a Party's reasonable control. You may not assign this Agreement without our prior written consent, and any attempted assignment of this Agreement without such consent shall be null and void. We may assign this Agreement to any entity that purchases all or substantially all of our assets or that obtains control of Us by purchase, merger or other means. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to You at the address set forth in Your Order Form, and to Us at Achieve3000, Inc., 331 Newman Springs Road, Suite 304, Red Bank, NJ 07701, Attn: Chief Executive Officer, or to You or Us at such other address as You or We may designate in writing from time to time. The following Sections shall survive the termination or expiration of this Agreement: 1, 5 - 9, 10, 16, and 19 - 22.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, USA, without regard to its principles of conflict of laws. You and We each agree that sole and exclusive jurisdiction and venue for any action or litigation relating to this Agreement shall reside with a federal or state court located in the State of New Jersey.

23. OUR CONTACT INFORMATION

Achieve3000, Inc.

331 Newman Springs Road, Suite 304

Red Bank, NJ 07701

732-367-5505

office@achieve3000.com

ADDITIONAL RESOURCES

[Achieve3000 Technical and Organizational Measures](#)

[Data Processing Addendum to Achieve3000 Terms of Service and Master Subscription Agreement](#)



[About Us](#) [Careers](#) [Contact Us](#) [Press Room](#) [Privacy Policy](#) [Terms of Use](#) [Terms of Service](#) [Status](#) [System Requirement](#)

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**AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74 AND ACHIEVE3000, INC.**

This Amendment is entered into as of August 5, 2021, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Achieve3000, Inc. ("Achieve3000") pursuant to the Quote dated January 15, 2021, and the Terms of Service (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. **Terms and Conditions.** 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. Achieve3000 shall not materially modify or amend the Agreement (see <https://achieve3000.com/who-we-are/about-us/terms-of-service/>) or Privacy Policy (see <https://achieve3000.com/who-we-are/about-us/privacy-policy/>) during the term of this Agreement or any extension thereof, without providing written notice, **or the modification shall not apply to School District.**

2. **Auto-Renewal.** 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. **FOIA/OMA.** 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 Achieve3000 prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Achieve3000 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, and Achieve3000 hereby submits to the jurisdiction of that court. Any references to binding arbitration shall be deleted from the Agreement.

5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Achieve3000 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, Achieve3000 and the School District agree as follows:

- a. The categories or types of SOPPA-covered information, as defined in Section 5 of SOPPA, to be provided to Achieve3000 pursuant to this Agreement may include:

- i. Information created by or provided to Achieve3000 by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the operator's site, service, or application for K through 12 school purposes;
 - ii. Information created by or provided to Achieve3000 by an employee or agent of School District for school purposes; or
 - iii. Information gathered by Achieve3000 through the operation of its site, service, or application for K through 12 school purposes and which personally identifies a student, including, but not limited to, information in the student's electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, test results, special education data, grades, evaluations, medical records, health records, disabilities, socioeconomic information, student identifiers, or search activity.
- b. The products or services being provided to School District by Achieve3000 are as described in the documents that comprise this Agreement.
- c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Achieve3000 is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the school or parent, or pursuant to court order.
- d. If a breach is attributed to Achieve3000 under SOPPA, any and all costs and expenses incurred by School District in investigating and remediating the breach will be allocated to Achieve3000, except for the cost of School District personnel. The costs and expenses may include, but are not limited to, all items described in Section 15(4)(D) of SOPPA, as now written or as may be amended from time to time. Achieve3000 shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach involving SOPPA-covered information as a result of negligent or intentional acts or omissions of Achieve3000, and any damages limitations in the Agreement shall not apply to School District in this regard.
- e. Achieve3000 must delete or transfer to School District all SOPPA-covered information within ninety (90) days if the information is no longer needed for

the purposes of this Agreement. Achieve3000 must delete, within a reasonable time period, a student's SOPPA-covered information if the School District requests deletion, unless the student or student's parent consents to the maintenance of the SOPPA-covered information.

- f. Because School District maintains a website, SOPPA requires that School District must publish a copy of this Agreement on the website.
- g. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Achieve3000 shall notify the Superintendent of Schools of any breach of the students' SOPPA-covered information.
- h. Achieve3000 shall provide to School District a list of any third parties or affiliates to whom Achieve3000 is currently disclosing SOPPA-covered information or has disclosed SOPPA-covered information. This list must, at a minimum, be updated and provided to the school by the beginning of each fiscal year and at the beginning of each calendar year.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Achieve3000 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. **Authority to Execute.** 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.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

ACHIEVE3000, INC.

By: _____

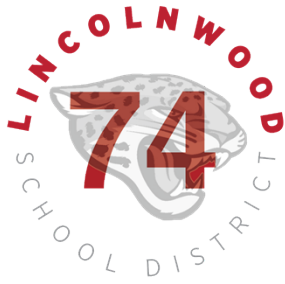
By: Nicholas Bates

Its: _____

Its: Chief Financial Officer

Date: _____

Date: 7/14/2021



Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: Renewal of IXL Learning for the 2021-2022 & 2022-2023 School Years

PREPARED BY: Chris Edman

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District's subscription to IXL Learning is up for renewal. IXL Learning is an online, subscription-based learning program that provides personalized, Common Core-based Math and ELA practice for Grade 2-5 students and ELA practice for all Lincoln Hall students. Students can access IXL Learning at school or home and cumulatively answered 1,970,000 questions using IXL Learning this past school year.

Legal Counsel has reviewed IXL Learning's Terms and Conditions and noted that the terms of IXL Learning's master agreement have essentially moved into their online "Terms of Service" as of January of this year and proposed a more comprehensive amendment structure. A draft Amendment addressing terms such as Governing Law and Venue, Limitation of Liability, and Auto-Renewal, as well as incorporating SOPPA language to ensure compliance with state law, was accepted by IXL Learning and was accepted and is attached.

Fiscal Impact:

\$11,591 for 2021-2022

\$7,727 for 2022-2023

=====

\$19,318 Total

The District paid \$9,900 for IXL Learning in 2020-21.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this Agreement from IXL Learning for Math and ELA practice for Grade 2-5 students and ELA practice for Lincoln Hall in the amount of \$19,318 from July 14, 2021 to July 14, 2023.



RENEWAL QUOTE

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE # 1341051-0121-3
 DATE: JANUARY 19, 2021

TO:
 Christopher Edman
 Lincolnwood School District 74
 6950 N. East Prairie Road
 Lincolnwood, IL 60712

COMMENTS OR SPECIAL INSTRUCTIONS

2-year payment plan as follows:
 Year 1 60% (due now) \$ 11591.00
 Year 2 40% (due at the start of year 2) \$ 7727.00

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Lori Ritter	A15-1341051	July 14, 2021 – July 14, 2023	July 14, 2021

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 975 students, including: Grades 2-5: 525 students Subjects: Math and ELA	\$13,388.00	\$13,388.00
1	Math/ELA in grades 6-8 at Lincoln Hall: 25 students Subjects: Math and ELA	\$638.00	\$638.00
1	Grades 6-8: 425 students at Lincoln Hall Subject: ELA	\$7,438.00	\$7,438.00
1	Multi-year discount <i>Unlimited instructor accounts included</i>	-\$2,146.00	-\$2,146.00
SUBTOTAL			\$19,318.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$19,318.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To pay by purchase order, please email a copy of your PO to orders@ixl.com or fax it to 650-372-4301. Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.

Search topics and skills

Username

Password

Sign in

Remember

Learning

Diagnostic

Analytics

Inspiration

MEMBERSHIP

IXL Policies & Terms

[Privacy Policy](#)

[Terms of Service](#)

Terms of Service



Effective date: January 27, 2021

Thank you for your interest in using the online services operated by IXL Learning, Inc. (hereafter called "IXL"). These Terms of Service govern your use of online and/or mobile services, websites, and software provided on or in connection with www.ixl.com (collectively, the "Service"), which are offered through (i) www.ixl.com, (ii) mobile applications associated with www.ixl.com, and (iii) any other IXL website, app or online service which links to these Terms of Service.

By accessing or using the Service, or by clicking a button or checking a box marked "I Agree" (or something similar), you signify that you have read, understood and agree to be bound by these Terms of Service (the "Agreement"), and to the collection and use of your information as set forth in our [Privacy Policy](#), whether or not you are a registered user of our Service. IXL reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below. This Agreement applies to all visitors, users, and others who access or otherwise use the Service ("you" or "Users"). If you open an IXL account on behalf of a School, company, organization, or other entity, then "you" includes you and that entity.

A note about Student Data: This Service may be purchased by providers of educational services, such as schools, school districts, or teachers (collectively referred to as "Schools") that use our services for educational purposes. When IXL contracts with a School to provide the Service, we may collect or have access to Student Data (defined below), which may be provided by the School or by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than improving and providing our Services to the School or on the school's behalf. Our collection, use and sharing of Student Data is governed by this Agreement and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and

Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws, including without limitation the Illinois Student Online Personal Protection Act (SOPPA).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. THE SERVICE

The Service helps its users to learn and practice various subjects including mathematics, language arts, science, and social studies. Unless explicitly stated otherwise, any new or improved features to the Service shall be provided subject to this Agreement. You understand and agree that the Service is provided "as-is" and that IXL assumes no responsibility for any mistakes, errors, or omissions, including any unavailability of the Service or deletion or loss of any data relating to the Service.

IXL grants you a personal, non-transferable and non-exclusive right and license to use the Service. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by IXL for use in accessing the Service.

To use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees or other costs associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

2. ELIGIBILITY AND AUTHORITY

IXL does not sell the Service to children, but only to adults who can purchase the Service with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Service only with the involvement and consent of a parent, legal guardian, or at the direction of your School. Your School may impose additional policies regarding the use of the Service, with which you must comply.

If you open an IXL account to provide the Service to students in a School, you represent and warrant that you are an authorized representative of the School with the authority to bind the School to this Agreement, and that you agree to this Agreement on the School's behalf. If you contact IXL to take any action with respect to an account, you represent and warrant that you have all necessary authority to request such action(s) from or on behalf of the account-holder (e.g., a School or Parent).

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13, you represent and warrant that you have the authority to provide consent on behalf of parents for IXL to collect information from students under 13 before allowing such students to access our Service. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as IXL and that they provide a copy of our Privacy Policy and the IXL Learning Student Data Privacy Pledge to parents.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or IXL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IXL has the right to suspend or terminate your account and refuse all current or future use of the Service (or any portion thereof).

4. GENERAL ACCOUNT INFORMATION

IXL sells access to the Service to a subscriber in the form of an account. Each account is provided for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms"). The Account Terms are identified (in order of precedence) in the then-current quote or sales contract for the account, the selections made and account-specific terms disclosed when signing up for the account (which may be confirmed by e-mail), the description of account terms accessible through the IXL website when signed in to an appropriate user associated with the account and the default Account Terms set forth below. Each account may have Account Terms in addition to or different from those as set forth in this Agreement, but only to the extent set forth in a signed writing by the account subscriber and an officer of IXL.

IXL provides a variety of "account types" which may apply depending on the subscriber and the way an IXL account is created. Each account type has a default set of Account Terms which apply unless superseded as set forth above. IXL reserves the right to provision accounts that do not belong to any of these default account types and/or to provision accounts with different Account Terms regardless of its account type.

Account Types:

- **Family Account** — A family account is purchased by or for a Parent. Family accounts are generally only available for purchase through the IXL website or a third-party app store using a credit card. A family account typically includes child profiles that can be used by a Parent's child at the Parent's direction. Family account subscriptions are generally for a term of one month, six months, or one year. The term is disclosed at the time of purchase. If multiple terms are available, the term can be selected at the time of purchase or later changed by contacting help@ixl.com. Family accounts automatically renew. See Section 6 below for more information about automatic renewal and cancellation of automatically renewing accounts.
- **Classroom Account** — A classroom account is purchased by or on behalf of a school, such as by a teacher. Classroom accounts may generally be purchased either through the IXL website, or by phone or e-mail. A classroom account typically includes a single teacher user and a small number of student users (which may vary depending on the purchase). A classroom account is typically for a term of one year. The term is disclosed at the time of purchase. Classroom accounts do not automatically renew. Action must be taken by the school or its authorized representative (e.g., teacher) to renew and continue using a classroom account past the end of the term. A classroom account is a type of school account. More information relating to school accounts may be found in Section 5 below.
- **Site Account** — A site account is purchased by or on behalf of a school or school district. Site accounts may be purchased by phone or e-mail. A site account typically includes an unlimited number of teacher users and a set maximum number of student users (which may vary depending on the purchase). A site account may be for a

term of one year or longer. The term is disclosed at the time of purchase. Site accounts do not automatically renew. Action must be taken by the school or its authorized representative (e.g., school administrator) to renew and continue using a site account past the end of the term. A site account is a type of school account. More information relating to school accounts may be found in Section 5 below.

Quotes and Proposals: Any quotes or proposals provided by IXL are valid only for a limited time and are effective only with the agreement of the relevant parties. Quotes and proposals may be withdrawn by IXL at any time in its sole discretion. Quotes and proposals may include information that is proprietary and confidential to IXL and to the maximum extent permitted by law may not be disclosed to anyone other than their intended recipient. By requesting and/or accepting receipt of a quote or proposal from IXL you agree to keep such quotes or proposals confidential, to not disclose such quotes or proposals to any third party, and to immediately return and/or destroy all quote and proposal materials upon receiving a request to do so from IXL. To the extent that public records laws may apply to a quote or proposal provided by IXL, you agree to immediately notify IXL of any public records request that may result in disclosure of an IXL quote or proposal and provide IXL all reasonable opportunities to take steps to prevent such disclosure to the maximum extent permitted by law and will reasonably cooperate with IXL.

Payments: School accounts have the option to make payment by credit card, check, or other methods at IXL's discretion (contact us for details). Payment must be received by IXL no later than 30 days after IXL issues an invoice. If IXL does not receive payment within 30 days, the invoice is past due and IXL reserves the right to suspend access to the affected school account(s) and take collection action. Suspension of an account does not relieve the account-holder of its obligation to pay for the account. IXL reserves the right to charge a late fee in the amount of 1% per month or the maximum permitted by law and its reasonable attorney's fees in securing payment of past due amounts.

Cancellation: Except as set forth below or otherwise agreed by IXL in a signed writing, accounts may not be canceled until the end of the current term of the account. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the current term.

IXL permits early cancellations only in the following circumstances:

- In the event that the Service is permanently discontinued.
- IXL otherwise permits early cancellations only to the extent required by applicable law. In the event of such an early cancellation, the parties agree that the account-holder is responsible for all amounts due and payable before the date of early cancellation without pro-ration or to the greatest extent permitted by law. The parties agree that IXL's efforts in selling, provisioning and providing an account are front-loaded and for that reason, pro-ration of fees in the event of early cancellation is not necessary or appropriate.

End of Subscription: When an account subscription ends (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, IXL may, at its sole discretion, permit continued, limited access for users of the Account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. If an account-holder or any of its users wishes to save or maintain any data, it is the account-holder and its user's sole obligation to download such data before the conclusion of the term. Once the term of an account ends, IXL may delete data relating to an account in accordance with this Agreement and the Privacy Policy. It is the account-holder's sole responsibility to request renewal of accounts that do not automatically renew to maintain continued

access to the account and its associated data.

5. SCHOOL ACCOUNTS AND STUDENT DATA

This Section 5 applies to a School's use of the Service.

When IXL is used by a School for an educational purpose, IXL may collect or have access to Student Data that is provided by the School or by a student. "Student Data" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

The School or the student, and not IXL, owns and controls the Student Data. You authorize IXL to access, collect, transmit, modify, display and store Student Data to provide the Service and as described in this Agreement and in our Privacy Policy.

Compliance with Laws. In the U.S., IXL may collect and process Student Data as a School Official with a legitimate educational interest pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g). Individually and collectively, we and our School Users agree to uphold our obligations under FERPA, COPPA, the Protection of Pupil Rights Amendment ("PPRA"), applicable State laws relating to student data privacy, and with all other laws and regulations governing the protection of Student Data.

Use of Student Data. By submitting, providing us access to, or causing us to receive Student Data, you agree that IXL may use the Student Data for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent.

Use of De-Identified or Anonymized Student Data. You agree that both before and after the term of the Agreement, IXL may collect, analyze, use, and retain data derived from Student Data as well as data about users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that IXL may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

Use of Personal Information for Marketing. You agree that IXL may provide customized content, advertising, and commercial messaging to school, teacher or district administrative users and other non-student users from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, IXL shall never use Student Data to engage in targeted advertising.

Disclosure of Student Data and Third-Party Service Providers. You acknowledge and agree that IXL may provide access to Student Data to our employees and service providers which have a legitimate need to access such information to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. IXL shall not share Student Data with third parties other than as described in this Agreement and in the IXL Privacy Policy, or with consent of the School or parent.

Student Data Access and Deletion Requests. You may request that we delete Student Data in our possession at any time by providing such a request in writing, and we shall comply with such request within thirty (30) days, except that IXL shall not be required to delete Student Data that has been moved to a personal family account on the Service or as otherwise prohibited by law. A parent or student over the age of 18 seeking to access, modify, correct,

or delete personal information in a student account that is connected to a School account will be instructed to contact the School to discuss data deletion or modification. IXL is not required to delete data that has been derived from Student Data if such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

Data Security and Breach Notification. We have implemented administrative, physical and technical safeguards designed to secure the personal information in IXL's possession and control from unauthorized access, disclosure and use. If an unauthorized party gains access to or has been disclosed Student Data (a "Security Event"), that we have collected or received through the Service under this Agreement, we will promptly notify the School. If, due to a Security Event which is caused by the acts or omissions of IXL or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and IXL shall indemnify the School for reasonable costs related to legally-required notifications. With respect to any Security Event which is not caused by the acts or omissions of IXL or its agents, IXL shall reasonably cooperate with School's investigation of the Security Event, as School requests, at School's reasonable expense, but IXL shall not indemnify a School for costs associated with the Security Event. IXL shall be responsible for the timing, content, cost and method of notice and compliance with such laws as they relate to users that are not associated with a School account.

State Specific Terms. The following additional terms may apply depending on the state a School is located:

5.1 Connecticut

This Section 5.1 applies to the use of the Service by Schools located in the State of Connecticut. The purpose of this Section 5.1 is to document compliance with applicable Connecticut state laws that may apply to the use of the Service by Schools in Connecticut, such as Conn. Gen. Stat. Ann. § 10-234aa-dd. This Section 5.1 incorporates by reference the definitions set forth in Conn. Gen. Stat. Ann. § 10-234aa.

If you open an IXL account to provide the Service to students in a School located in the State of Connecticut, you represent and warrant that you are authorized to do so on behalf of the local or regional board of education with authority over the School and that you are authorized to communicate with IXL on behalf of the local or regional board of education.

IXL and you shall comply with all applicable sections of Conn. Gen. Stat. Ann. § 10-234aa-dd. The following terms shall apply as required by Conn. Gen. Stat. Ann. § 10-234bb. To the extent that any such required terms conflict with other terms in this Agreement, the terms of this Section 5.1 shall apply.

- a. Student information, student records and student-generated content are not the property of or under the control of IXL.
- b. The local or regional board of education may request the deletion of any student information, student records or student-generated content in the possession of IXL by sending a request to compliance@ixl.com. As permitted by Conn. Gen. Stat. Ann. § 10-234bb(2), IXL is not required to delete information prohibited from deletion or required to be retained under state or federal law or stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor. IXL will, however, comply with requests for deletion of student information, student, records, or student-generated content that is restored from such disaster recovery storage systems.

- c. IXL will not use student information, student records and student-generated content for any purposes other than those authorized pursuant to this Agreement.
- d. A student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record by contacting their School. IXL will respond to such requests in accordance with instructions sent by an authorized School representative to compliance@ixl.com.
- e. IXL will take actions designed to ensure the security and confidentiality of student information, student records and student-generated content.
- f. IXL will promptly notify the local or regional board of education in accordance with the provisions of section 10-234dd when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content.
- g. Student information, student records or student-generated content shall not be retained or available to the contractor upon expiration of this Agreement. This restriction shall not apply to the extent that a student, parent or legal guardian of a student independently establishes or maintains an electronic account with IXL for the purpose of storing their student-generated content.
- h. IXL and the local or regional board of education shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.
- i. The laws of the state of Connecticut shall govern the rights and duties of IXL and the local or regional board of education.
- j. If any provision of this Section 5.1 is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

5.2 New York

This Section 5.2 applies to the use of the Service by Schools located in the State of New York. The purpose of this Section 5.2 is to document compliance with New York state laws that may apply to the use of the Service by Schools in New York, such as New York State Education Law Section 2-d (Ed Law 2-d) and Part 121 of Title 8 of the Codes, Rules and Regulations of the State of New York (8 CRR-NY § 121). This Section 5.2 incorporates by reference the definitions set forth in Ed Law 2-d § 3 and 8 CRR-NY § 121.1.

If you open an IXL account to provide the Service to students in a School located in the State of New York, you represent and warrant that you are authorized to do so on behalf of the educational agency with authority over the School and that you are authorized to communicate with IXL on behalf of the educational agency.

IXL and you shall comply with all applicable sections of Ed Law 2-d and 8 CRR-NY § 121. The following terms shall apply as required by Ed Law 2-d § 5(b)(3) and 8 CRR-NY § 121.3, 121.6. To the extent that any such required terms conflict with other terms in this Agreement, the terms of this Section 5.2 shall apply.

8 CRR-NY § 121.6(a)(1): outline how the third-party contractor will implement all State, Federal, and local data security and privacy contract requirements over the life of the contract, consistent with the educational agency's

data security and privacy policy –

IXL has implemented policies and procedures consistent with the New York State Education Department Data Privacy and Security Policy v1.0 (available [here](#)). It is the School's responsibility to provide IXL with its data security and privacy policy if different than the New York State Education Department Data Privacy and Security Policy. IXL will review its policies and procedures against data security and privacy policies provided to it by educational agencies. In the event IXL's policies and practices are not consistent with the educational agencies' policies, IXL will take commercially reasonable efforts to achieve consistency.

8 CRR-NY § 121.6(a)(2): specify the administrative, operational and technical safeguards and practices it has in place to protect personally identifiable information that it will receive under the contract –

IXL employs reasonable organizational and technical safeguards to prevent unauthorized access, use, alteration, or disclosure of personally identifiable information stored on systems under IXL's control. Please see Section 8 of IXL's Privacy Policy. School administrators may also request a copy of IXL's Security Policies and Procedures.

8 CRR-NY § 121.6(a)(3): demonstrate that it complies with the requirements of section 121.3(c) of this Part –

The Parent Bill of Rights, along with any other supplemental documentation relating specifically to your School, is included in this contract unless IXL and your School or District have entered into a separate signed written agreement regarding that subject matter. If your School does not have a Parent Bill of Rights, the New York State Parent Bill of Rights (available [here](#)) is applicable and is included in this contract.

8 CRR-NY § 121.3(c)(1) the exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract –

to provide the IXL Service as set forth in this Agreement. Student data and teacher or principal data will not be used for any other purpose.

8 CRR-NY § 121.3(c)(2) how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable State and Federal laws and regulations (e.g., FERPA; Education Law section 2-d) –

Subcontractors and other authorized persons or entities will be provided such information pursuant to contractual obligations to maintain the confidentiality of such data in a manner consistent with this Agreement.

8 CRR-NY § 121.3(c)(3) the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be destroyed) –

This Agreement will be in effect for a School so long as that School has an active subscription to the IXL Service. Upon expiration or termination of a School's subscriptions without renewal, IXL will delete student data and teacher or principal data in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule. Authorized School administrators may contact IXL at compliance@ixl.com to request additional information.

about our standard data retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

8 CRR-NY § 121.3(c)(4) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected –

Parents, students, eligible students, and teachers or principals may contact their School to exercise this right. IXL will cooperate with the School to effectuate such requests at the School's direction.

8 CRR-NY § 121.3(c)(5) where the student data or teacher or principal data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated –

Student data and teacher or principal data for Schools located in New York will be stored in the United States. Such data will be stored in a manner consistent with the NIST Cybersecurity Framework to mitigate against data security and privacy risks.

8 CRR-NY § 121.3(c)(6) address how the data will be protected using encryption while in motion and at rest –

IXL will utilize a technology or methodology specified or permitted by the Secretary of the United States Department of Health and Human Services in guidance issued under section 13402(H)(2) of Public Law 111-5.

8 CRR-NY § 121.6(a)(4) specify how officers or employees of the third-party contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the Federal and State laws governing confidentiality of such data prior to receiving access –

IXL periodically provides training to its employees regarding data security and privacy obligations with respect to such data.

8 CRR-NY § 121.6(a)(5) specify if the third-party contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected –

While IXL does not sub-contract portions of any particular contract with a customer, IXL does utilize vendors in the course of providing the IXL Service. Such vendors will only be provided personally identifiable information to the extent necessary for them to provide their contracted-for services and will be subject to obligations of confidentiality and security consistent with this Section 5.2.

8 CRR-NY § 121.6(a)(6) specify how the third-party contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency –

IXL will manage and respond to Security Events as set forth in Section 5 of this Agreement and Section 8 of the Privacy Policy. As required by Ed Law 2-d, IXL will notify the school of a Security Event in the most expedient way possible and without unreasonable delay.

8 CRR-NY § 121.6(a)(7) describe whether, how and when data will be returned to the educational agency, transitioned to a successor contractor, at the educational agency's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires –

Upon expiration or termination of a School's subscriptions without renewal, IXL will delete student data and teacher or principal data in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule. Authorized School administrators may contact IXL at compliance@ixl.com to request additional information about our standard data retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

6. MEMBERSHIP AND BILLING FOR ACCOUNTS WITH AUTOMATIC RENEWAL

This Section 6 applies to accounts that have been created through the Service using a credit card and automatically renew.

You can find specific details regarding your membership with IXL at any time. Simply sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details. You may also contact IXL with any questions that you may have by [contacting us](#).

Billing and Automatic Renewals.

MEMBERSHIP SUBSCRIPTION RENEWAL FEES WILL BE AUTOMATICALLY CHARGED TO YOUR CARD ON FILE EACH SUBSCRIPTION PERIOD (MONTHLY OR YEARLY), UNTIL YOU CANCEL.

By starting your IXL membership, you are expressly agreeing that we are authorized to charge you the membership fee associated with the term of your membership (e.g., monthly or yearly) you chose during registration. Thereafter, we will automatically renew your subscription on each (monthly or yearly) anniversary of your subscription date, and as authorized by you by checking the box demonstrating your consent for automatic monthly/yearly renewals of your subscription during the sign-up process, we will charge your then-current payment method (or to a different payment method if you change your account information) associated with your account with the applicable then-current fee and any sales or similar taxes that may be imposed. Please note that prices and charges are subject to change with notice. As used in this Agreement, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method.

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan, and you authorize us to charge your Payment Method for such varying amounts. Payments are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Membership details page. To access your Membership details page, sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

You must cancel your membership before it renews each billing period to avoid billing of the next membership fee to your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year thereafter unless and until you cancel your membership. Sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details to see the commencement date for your next renewal period. We automatically bill your Payment Method each month or year on the calendar day¹⁸⁴

corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment.

Note: In the event your monthly membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying member on January 31, your Payment Method would next be billed on February 28.

Cancellation of Automatic Renewals. You may cancel your IXL membership at any time, and cancellation will be effective immediately. You will continue to have access to the program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, sign in to your IXL account and click the words "Cancel membership" on your Membership details page. Follow the instructions for cancellation under the heading "Cancel Membership."

Price Changes. We reserve the right to adjust the pricing for our Service, including but not limited to membership subscription plans, in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes will take effect following posting or other notice to you (e.g., e-mail).

Purchases through Third-Party Stores. If you purchased your IXL membership through a third-party store, such as through your Apple iTunes or Google Play account, portions of this Section may not apply to you. Because such a purchase is between you and the third-party store, and not IXL, you acknowledge and agree that IXL is not responsible for billing for your membership and is not responsible or liable for any claims relating to the billing of your purchase. If you have questions about membership or billing, you should contact the Apple iTunes store directly.

7. ACCOUNT PASSWORD AND SECURITY

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify IXL of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. IXL cannot and will not be liable for any unauthorized access to your account or data that arises from your acts or omissions.

IXL accounts may not be shared by more than one person or organization unless express authorization is given by IXL Learning, Inc.

8. USER CONTENT

You are solely responsible for any content that you create, transmit or display while using the Service.

The Service or IXL may now or in the future allow Users to submit, post, display, provide, or otherwise make available content such as text, images, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "**User Content**").

We claim no ownership rights over User Content created by you. The User Content you create remains yours.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service or to IXL, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to

IXL a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and IXL's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

You must have the legal right to the User Content you submit to the Service. You may not upload or post any User Content to the Service that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may post only User Content that you have permission to post by the by the owner or by law.

9. COPYRIGHT COMPLAINTS

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify IXL's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit IXL to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

DMCA Agent; Legal Department
IXL Learning, Inc.
777 Mariners Island Blvd.
Suite 600
San Mateo, CA 94404
E-mail: legalnotices@ixl.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU

MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying IXL and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with IXL's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, IXL has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. IXL may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction(s) in which you reside. You agree to comply with all applicable laws regarding the transmission of data exported from the United States or the jurisdiction(s) in which you reside.

11. INDEMNITY

To the extent permitted by applicable law, you agree to indemnify and hold IXL, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) content you submit, post, transmit or make available through the Service, including without limitation, User Content, (ii) your use or misuse of the Service, (iii) your connection to the Service, (iv) your violation of the Agreement, (v) your violation of any applicable law or the rights of another person or entity, (vi) your willful misconduct, or (vii) any other party's access and use of the Service with your unique username, password, or other appropriate security code. IXL reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

13. NOTIFICATION PROCEDURES AND MODIFICATIONS TO AGREEMENT

IXL may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by IXL in our sole discretion.

IXL may, in its sole discretion, modify or update this Agreement from time to time, which will be reflected in the `date last modified` set forth below. If we change this Agreement in a material manner, we will update the `Effective Date` at the top of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.

Notwithstanding the foregoing, IXL shall not make any material change to the Terms that relate to the collection or use of Student Data without first giving notice to the school or parent and providing a choice before the Student Data

is used in a materially different manner than was disclosed when the information was collected.

In the event that you have entered into a signed, written agreement with IXL in addition to this Agreement, any changes to this Agreement will not be effective as to you until either (a) you affirmatively accept the changes to this Agreement, either electronically or in a signed writing or (b) upon renewal at the end of the current term of your account.

You will not be permitted to continue using the Service and IXL reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by IXL to this Agreement.

Notices that are required or permitted to be sent to IXL must be sent to the following mailing address by certified mail with a copy sent by e-mail.

Legal Department
IXL Learning, Inc.
777 Mariners Island Blvd.
Suite 600
San Mateo, CA 94404
E-mail: legalnotices@ixl.com

14. MODIFICATION OR TERMINATION OF SERVICE

IXL reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that IXL shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of permanent discontinuance of the Service, IXL's liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

You agree that IXL, in its sole discretion, may suspend or terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if IXL believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your access to the Service under any provision of this Agreement may be implemented without prior notice, and you acknowledge and agree that IXL may immediately deactivate or delete your account and all data relating to your account and/or bar any further access to the Service. Further, you agree that IXL shall not be liable to you or any third party for any termination of your access to the Service.

15. LINKS

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because IXL has no control over such sites and resources, you acknowledge and agree that IXL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that IXL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

16. IXL's PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Service is protected

by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by IXL or advertisers, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Any automated scraping, harvesting, indexing, mining, or any other extraction of any content from the Service is expressly prohibited.

The Service is protected by copyright and other laws in both the United States and elsewhere. Under the terms of this Agreement, it is expressly forbidden to distribute or reproduce the content of the Service or any portion thereof by any means, including but not limited to electronic and print.

IXL reserves the right to cancel your account without refund if it is determined that you have violated this section of the Agreement.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b) IXL MAKES NO WARRANTY OR CONDITION THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

18. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IXL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF IXL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) 189

STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

In no event shall IXL or its subsidiaries, parent companies, affiliates, licensors, contractors, employees, officers, directors, agents or third-party partners' total liability to you for all damages, losses, and causes of action arising out of or relating to this Agreement or your use of the IXL Service (whether in contract, tort, warranty or otherwise, exceed the amount paid by you, if any, for accessing the IXL Service during the twelve (12) months preceding your claim or one hundred dollars (\$100), whichever is greater.

19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

20. TRADEMARK INFORMATION

IXL and the IXL logo are registered trademarks of IXL Learning, Inc. You agree not to use any IXL trademarks without the express advance written permission of IXL.

21. GOVERNING LAW AND VENUE

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

You agree to submit to the personal jurisdiction of the federal and state courts located in San Mateo County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Mateo County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

22. ARBITRATION

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IXL. For any dispute with IXL, you agree to first contact us at legalnotices@ixl.com and attempt to resolve the dispute with us informally. In the unlikely event that IXL has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any

claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Mateo County, California, unless you and IXL agree otherwise. If you are a School or are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing IXL from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

23. CLASS ACTION/JURY TRIAL WAIVER

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND IXL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

24. ADDITIONAL TERMS FOR MOBILE APPLICATIONS

Mobile Applications, Generally. We may make available software to access the Service via a mobile device ("Mobile Applications"). To use a Mobile Application, you must have a mobile device that is compatible with at least one of the Mobile Applications. IXL does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. IXL hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one IXL User Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (iv) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that IXL may from time to time issue updates and upgrades, including but not limited to upgraded versions of the Mobile Applications, ~~and~~

may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. By installing the Mobile Applications, you consent to the activation of the Mobile Application by IXL, 777 Mariners Island Blvd., Suite 600, San Mateo, CA 94404, and to all future automatic upgrading and updating on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. You can withdraw your consent at any time by uninstalling the Mobile Applications. To request assistance, please contact IXL support at help@ixl.com. You acknowledge and understand and agree that the Mobile Applications, and the Service (including any updates and upgrades) will (a) cause your device to automatically communicate with our servers to deliver the Service's functionalities (as described where you downloaded the Mobile Applications (such as iTunes and Google stores) (b) affect the app-related preferences or data stored in your device, and (c) collect personal information as set out in our [Privacy Policy](#). Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and IXL or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. IXL reserves all rights not expressly granted under this Agreement. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

Mobile Applications from Apple App Store. The following applies to any Mobile Applications you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and IXL, not Apple, Inc. ("Apple") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to IXL as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to IXL as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, IXL, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and IXL acknowledge and¹⁹²

agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

Mobile Applications from Google Play Store. The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and IXL only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) IXL, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to IXL's Google-Sourced Software.

25. GENERAL TERMS

This Agreement, together with any amendments and any additional agreements you may enter into with IXL relating to the Service, shall constitute the entire agreement between you and IXL and govern your use of the Service, superseding any prior agreements between you and IXL. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. This Agreement may only be superseded by a signed, notarized writing executed by an officer of IXL. The failure of IXL to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. We might make versions of this Agreement or one or more of our Policies available in languages other than English. If we do, the English version of this Agreement and any such Policies will govern our relationship and the translations are provided for convenience only and will not be interpreted to modify the English version of this Agreement or such Policies.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Last Updated: January 27, 2021

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

This Amendment is entered into as of August 5, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and IXL Learning, Inc. (“IXL”) pursuant to the Renewal Quote dated January 19, 2021, and the Terms of Service (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. **Terms and Conditions.** 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. IXL shall not materially modify or amend the Agreement (see <https://www.ixl.com/termservice>) or Privacy Policy (see <https://www.ixl.com/privacypolicy/serviceprivacypolicy>) during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** 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. **FOIA/OMA.** 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 IXL prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. IXL 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, and IXL hereby submits to the jurisdiction of that court. Any references to binding arbitration shall be deleted from the Agreement.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, IXL 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, IXL and the School District agree as follows:

- a. The categories or types of SOPPA-covered information, as defined in Section 5 of SOPPA, to be provided to IXL pursuant to this Agreement may include:

- i. Information created by or provided to IXL by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the operator's site, service, or application for K through 12 school purposes;
 - ii. Information created by or provided to IXL by an employee or agent of School District for school purposes; or
 - iii. Information gathered by IXL through the operation of its site, service, or application for K through 12 school purposes and which personally identifies a student, including, but not limited to, information in the student's electronic mail, first and last name, electronic mail address, other information that allows online contact, or test results.
- b. The products or services being provided to School District by IXL are as described in the documents that comprise this Agreement.
- c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), IXL is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the school or parent, or pursuant to court order.
- d. If a breach is attributed to IXL under SOPPA, any and all costs and expenses incurred by School District in investigating and remediating the breach will be allocated to IXL, except for the cost of School District personnel. The costs and expenses may include, but are not limited to, all items described in Section 15(4)(D) of SOPPA, as now written or as may be amended from time to time. IXL shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach involving SOPPA-covered information as a result of negligent or intentional acts or omissions of IXL, and any damages limitations in the Agreement shall not apply to School District in this regard.
- e. IXL must delete or transfer to School District all SOPPA-covered information within ninety (90) days if the information is no longer needed for the purposes of this Agreement. IXL must delete, within a reasonable time period, a student's SOPPA-covered information if the School District requests deletion, unless the student or student's parent consents to the maintenance of the SOPPA-covered information.

- f. Because School District maintains a website, SOPPA requires that School District must publish a copy of this Agreement on the website.
- g. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, IXL shall notify the Superintendent of Schools of any breach of the students' SOPPA-covered information.
- h. IXL shall provide to School District a list of any third parties or affiliates to whom IXL is currently disclosing SOPPA-covered information or has disclosed SOPPA-covered information. This list must, at a minimum, be updated and provided to the school by the beginning of each fiscal year and at the beginning of each calendar year.

6. **Insurance.** During the term of this Agreement and any renewal thereof, IXL 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. **Limitation of Liability.** Section 7 of the Terms of Service, regarding limitation of liability, is hereby stricken in its entirety.

8. **Authority to Execute.** 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.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

IXL LEARNING, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: AT&T Business Long Distance Contract Renewal

PREPARED BY: Christopher Edman

Recommended for:

Action

Discussion

Information

Purpose/Background:

The District's Business Long Distance Plan is up for a two-year renewal.

Legal Counsel reviewed the Service Agreement and found it acceptable. Counsel noted that there is a master structure in place with AT&T that all orders are subject to, and this does not implement any major changes beyond what the Board of Education has previously approved.

Fiscal Impact:

\$600 Minimum Annual Commitment with a usage rate of \$.044 per minute.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the AT&T Business Local Calling plan for the minimum annual commitment of \$600 per year.



AT&T HIGH VOLUME CALLING IVSM

\$600 thru \$12,000 MAC

Service Agreement – Pursuant to Standard Tariff or Guidebook

Customer	AT&T
Lincolnwood School District #74 Street Address: 6950 N East Prairie Ave City: Lincolnwood State/Province: IL Zip Code: 60712 Country: USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Christopher Edman Title: Director of Technology Street Address: 6950 N East Prairie Ave City: Lincolnwood State/Province: IL Zip Code: 60712 Country: USA Telephone: 847-675-8234 Email: cedman@sd74.org Customer Account Number or Master Account Number: CORP ID 922082	Name: Joan Lechocki Street Address: 1000 Commerce Dr City: Oak Brook State/Province: IL Zip Code: 60523 Country: USA Telephone: 7082407507 Email: jt2125@att.com Sales/Branch Manager: Ryan Addison SCVP Name: Sales Strata: LED Sales Region: EAST With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

Customer agrees to purchase the Service identified below in accordance with this Service Agreement and the following documents, which are incorporated by reference: (i) applicable Tariffs, Guidebooks found at att.com/servicepublications; and (ii) the AT&T Business Services Agreement (“BSA”) located <http://www.corp.att.com/agreement/>. AT&T may revise Tariffs, Guidebooks and the BSA (collectively “Service Publications”) at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: this Service Agreement, and the applicable Service Publications; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement.

The Effective Date of this Service Agreement is the date signed by the last party.

AT&T reserves the right to reject this Service Agreement if not signed by Customer and submitted to AT&T on or before December 31, 2021.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



AT&T HIGH VOLUME CALLING IVSM

\$600 thru \$12,000 MAC

Service Agreement – Pursuant to Standard Tariff or Guidebook

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	AT&T High Volume Calling IV SM – an optional calling plan for outbound and inbound long distance services
Service Provider	SBC Long Distance, LLC d/b/a AT&T Long Distance (“AT&T”)
Service Publication	AT&T Long Distance Voice Product Reference and Pricing Guidebook (“Guidebook”) and applicable state tariff or guidebook: http://cpr.att.com/pdf/sbclid/sbclidmain.html

2. SERVICE AGREEMENT TERM and EFFECTIVE DATES

Service Agreement Term	As specified below
Start Date of Service Agreement Term	Upon implementation in the AT&T billing system
Effective Date of Rates and Discounts	Start Date of Service Agreement Term
Rates Following end of Service Agreement Term	Out of term rates per Service Publication as revised from time to time

3. TERM and MAC

Term and MAC: Options for 1 or 2 Year Terms with MAC of \$600, \$2,400, \$6,000, \$9,000 or \$12,000	2 Year Term \$600 MAC
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4. RATES and CHARGES

A. High Volume Calling IV – Interstate Switched - Per minute usage rates for outbound calls and inbound TFS based on the selected MAC and Term in Section 3.

MAC	1 Year Term	2 Year Term
\$600	\$0.0450	\$0.0440
\$2,400	\$0.0440	\$0.0430
\$6,000	\$0.0430	\$0.0420
\$9,000	\$0.0425	\$0.0415
\$12,000	\$0.0420	\$0.0410

B. High Volume Calling IV – Intrastate InterLATA and IntraLATA Switched - Per minute usage rates for outbound calls and inbound TFS per State based on the selected MAC and Term in Section 3.

MAC	InterLATA		IntraLATA		MAC	InterLATA		IntraLATA	
	1 Year Term	2 Year Term	1 Year Term	2 Year Term		1 Year Term	2 Year Term	1 Year Term	2 Year Term
California					Nevada				
\$600	\$0.0450	\$0.0440	\$0.0450	\$0.0440	\$600	\$0.0547	\$0.0547	\$0.0547	\$0.0547
\$2,400	\$0.0440	\$0.0430	\$0.0440	\$0.0430	\$2,400	\$0.0547	\$0.0547	\$0.0547	\$0.0547
\$6,000	\$0.0430	\$0.0420	\$0.0430	\$0.0420	\$6,000	\$0.0547	\$0.0547	\$0.0547	\$0.0547
\$9,000	\$0.0425	\$0.0415	\$0.0425	\$0.0415	\$9,000	\$0.0547	\$0.0547	\$0.0547	\$0.0547
\$12,000	\$0.0420	\$0.0410	\$0.0420	\$0.0410	\$12,000	\$0.0547	\$0.0547	\$0.0547	\$0.0547

MAC	InterLATA		IntraLATA		MAC	InterLATA		IntraLATA	
	1 Year Term	2 Year Term	1 Year Term	2 Year Term		1 Year Term	2 Year Term	1 Year Term	2 Year Term
Texas					Oklahoma				
\$600	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$600	\$0.0680	\$0.0680	\$0.0680	\$0.0680
\$2,400	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$2,400	\$0.0680	\$0.0680	\$0.0680	\$0.0680
\$6,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$6,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680
\$9,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$9,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680
\$12,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$12,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680



AT&T HIGH VOLUME CALLING IVSM

\$600 thru \$12,000 MAC

Service Agreement – Pursuant to Standard Tariff or Guidebook

MAC	InterLATA		IntraLATA		MAC	InterLATA		IntraLATA	
Kansas	1 Year Term	2 Year Term	1 Year Term	2 Year Term	Michigan	1 Year Term	2 Year Term	1 Year Term	2 Year Term
\$600	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$600	\$0.0450	\$0.0440	\$0.0450	\$0.0440
\$2,400	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$2,400	\$0.0440	\$0.0430	\$0.0440	\$0.0430
\$6,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$6,000	\$0.0430	\$0.0420	\$0.0430	\$0.0420
\$9,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$9,000	\$0.0425	\$0.0415	\$0.0425	\$0.0415
\$12,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$12,000	\$0.0420	\$0.0410	\$0.0420	\$0.0410

MAC	InterLATA		IntraLATA		MAC	InterLATA		IntraLATA	
Illinois	1 Year Ter	2 Year Term	1 Year Term	2 Year Term	Indiana	1 Year Term	2 Year Term	1 Year Term	2 Year Term
\$600	\$0.0450	\$0.0440	\$0.0450	\$0.0440	\$600	\$0.0450	\$0.0440	\$0.0450	\$0.0440
\$2,400	\$0.0440	\$0.0430	\$0.0440	\$0.0430	\$2,400	\$0.0440	\$0.0430	\$0.0440	\$0.0430
\$6,000	\$0.0430	\$0.0420	\$0.0430	\$0.0420	\$6,000	\$0.0430	\$0.0420	\$0.0430	\$0.0420
\$9,000	\$0.0425	\$0.0415	\$0.0425	\$0.0415	\$9,000	\$0.0425	\$0.0415	\$0.0425	\$0.0415
\$12,000	\$0.0420	\$0.0410	\$0.0420	\$0.0410	\$12,000	\$0.0420	\$0.0410	\$0.0420	\$0.0410

MAC	InterLATA		IntraLATA		MAC	InterLATA		IntraLATA	
Ohio	1 Year Term	2 Year Ter	1 Year Term	2 Year Term	Arkansas	1 Year Term	2 Year Term	1 Year Term	2 Year Term
\$600	\$0.0450	\$0.0440	\$0.0450	\$0.0440	\$600	\$0.0787	\$0.0787	\$0.0787	\$0.0787
\$2,400	\$0.0440	\$0.0430	\$0.0440	\$0.0430	\$2,400	\$0.0787	\$0.0787	\$0.0787	\$0.0787
\$6,000	\$0.0430	\$0.0420	\$0.0430	\$0.0420	\$6,000	\$0.0787	\$0.0787	\$0.0787	\$0.0787
\$9,000	\$0.0425	\$0.0415	\$0.0425	\$0.0415	\$9,000	\$0.0787	\$0.0787	\$0.0787	\$0.0787
\$12,000	\$0.0420	\$0.0410	\$0.0420	\$0.0410	\$12,000	\$0.0787	\$0.0787	\$0.0787	\$0.0787

MAC	InterLATA		IntraLATA		MAC	InterLATA		IntraLATA	
Wisconsin	1 Year Term	2 Year Term	1 Year Term	2 Year Term	Missouri	1 Year Term	2 Year Term	1 Year Term	2 Year Term
\$600	\$0.0437	\$0.0437	\$0.0437	\$0.0437	\$600	\$0.0925	\$0.0925	\$0.0925	\$0.0925
\$2,400	\$0.0437	\$0.0437	\$0.0437	\$0.0437	\$2,400	\$0.0925	\$0.0925	\$0.0925	\$0.0925
\$6,000	\$0.0437	\$0.0437	\$0.0437	\$0.0437	\$6,000	\$0.0925	\$0.0925	\$0.0925	\$0.0925
\$9,000	\$0.0437	\$0.0437	\$0.0437	\$0.0437	\$9,000	\$0.0925	\$0.0925	\$0.0925	\$0.0925
\$12,000	\$0.0437	\$0.0437	\$0.0437	\$0.0437	\$12,000	\$0.0925	\$0.0925	\$0.0925	\$0.0925

C. International Rates and Charges (Select One)

- International – High Volume Calling IV Option C Rates; additional Non-recurring charge: \$9.95
 Standard International Rates; No additional Non-recurring charge

5. GENERAL TERMS

- A. Additional Services, Rates and Charges: The rates and charges for the following are not stabilized for the Service Agreement Term: International, International Mobile Termination Charges, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone origination and other third-party pass through charges, regulatory fees, surcharges, and TFS charges. All such rates and charges are as set forth in the then-current Guidebook or Tariffs and are subject to change at any time.
- B. Automatic Dialer Devices. CUSTOMER SHALL NOT USE AUTODIALERS, PREDICTIVE DIALERS OR OTHER DEVICES THAT



**AT&T HIGH VOLUME CALLING IVSM
\$600 thru \$12,000 MAC**

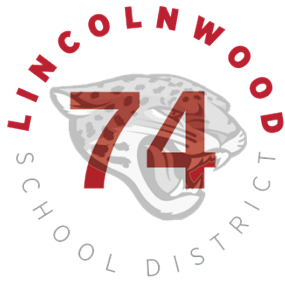
Service Agreement – Pursuant to Standard Tariff or Guidebook

GENERATE AUTOMATED OUTBOUND CALLS IN CONJUNCTION WITH SERVICE OR SERVICE COMPONENTS PROVIDED UNDER THIS SERVICE AGREEMENT IS STRICTLY PROHIBITED. AT&T MAY TERMINATE THIS SERVICE AGREEMENT IMMEDIATELY IF CUSTOMER USES SUCH DEVICES.

- C. **Cancellation.** If Customer is non-responsive or not ready to have AT&T provision/fulfill the Service, AT&T may cancel this Service Agreement: (1) ninety (90) Days after Customer executes this Service Agreement; or (2) if Customer appropriately applies for E-Rate funding, (a) the later of (i) ninety (90) days after July 1st of the applicable E-Rate funding year or (ii) ninety (90) days after the date of the E-Rate Funding Commitment Decision Letter (FCDL)* for the Service in such E-Rate funding year, but, in any event, (b) upon expiration of the last day of such E-Rate funding year.

Upgrade to an existing AT&T Long Distance Agreement

<input type="checkbox"/>	This is an upgrade to an existing AT&T Long Distance Agreement and the guidelines from Section 3.9.7 Revenue and Term Plan Commitments of the Guidebook will apply to such existing agreement.
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Executive Summary Finance Committee Meeting

DATE: July 22, 2021

TOPIC: Resolution to Abate \$6,000,000 from Working Cash to Capital Projects

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

District Legal Counsel prepared a resolution to transfer the remaining \$6,000,000 from the FY21 bond proceeds out of Fund 70/Working Cash to Fund 60/Capital Projects. As presented in the text of the resolution, whenever a district abates a portion of the Working Cash fund, it must maintain an amount to the credit of the Working Cash fund greater than or equal to 0.05% of the then-current Equalized Assessed Value (EAV) of the District. Based on the District's 2019 EAV, that remainder amount would be \$345,121. From the current fund balance, SD74 has a total of \$6,118,756 available for abatement. If the District's EAV increases by \$123,128,000, that remaining amount credit minimum will increase far enough that it might infringe on the District's ability to abate the remaining bond proceeds. Thus, SD74 would then need to increase its Work Cash fund levy enough to cover it which might require exceeding the Truth-in-Taxation threshold. At this point, counsel recommends a round \$6,000,000 abatement because it is sufficient to move all of the bond proceeds, but does not encroach on the statutory limit.

Fiscal Impact:

\$6,000,000 from the FY21 bond proceeds will be transferred out of Fund 70/Working Cash to Fund 60 in order to fund upcoming District capital projects.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the resolution to abate \$6,000,000 from Fund 70/Working Cash to Fund 60/Capital Projects.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT NO. 74,
COOK COUNTY, ILLINOIS**

**RESOLUTION ABATING A PORTION OF THE WORKING CASH
FUND AND DIRECTING THE TRANSFER OF \$6,000,000
TO THE CAPITAL PROJECTS FUND**

WHEREAS, this Board of Education has heretofore created its Working Cash Fund as authorized by Section 20-1 of the Illinois School Code; and

WHEREAS, Section 20-10 of the Illinois School Code authorizes this Board of Education to abate a portion of its Working Cash Fund at any time, upon the adoption of a resolution so providing, and direct the transfer at any time of moneys in that fund to any fund or funds of the District most in need of the money, provided that the District maintains an amount to the credit of the Working Cash Fund, including taxes levied pursuant to Section 20-3 and amounts transferred pursuant to Section 20-4 and to be reimbursed to the Working Cash Fund, at least equal to 0.05% of the then current value, as equalized or assessed by the Department of Revenue, of the taxable property in the District; and

WHEREAS, Section 20-10 of the Illinois School Code further directs that, if necessary to effectuate the abatement, any outstanding loans from the Working Cash Fund to other funds of the District be paid or become payable to the fund or funds to which the abatement is made; and

WHEREAS, as of the date of the adoption of this resolution, this Board of Education's Working Cash Fund has a balance of approximately \$6,463,876.89; and

WHEREAS, pursuant to Section 20-3 of the Illinois School Code, this Board of Education levied upon all the taxable property of the District a tax for the 2020 tax year, known as the “working cash fund tax,” in the amount of \$742 and anticipates receiving the second installment of 2020 taxes in August, 2021, which will make the fund balance at least equal to 0.05% of the value, as equalized or assessed by the Department of Revenue, of the taxable property of the District; and

WHEREAS, as of the adoption of this resolution, there are no outstanding loans from the Working Cash Fund; and

WHEREAS, this Board of Education finds and determines that, as of the date of the adoption of this resolution, it has no less than \$6,464,247 to the credit of the Working Cash Fund; and

WHEREAS, this Board of Education finds and determines that it is in the best interests of this School District that a portion of the District’s Working Cash Fund be abated in the amount of Six Million Dollars (\$6,000,000) pursuant to Section 20-10 of the Illinois School Code and directs the transfer of said amount to the funds of the District most in need of the money; and

WHEREAS, this Board of Education finds and determines that the Capital Projects Fund of the District is the fund most in need of said \$6,000,000 and, therefore, said sum should be transferred from the Working Cash Fund to the Capital Projects Fund pursuant to 23 ILL. ADMIN CODE §100.50(d)(2) and (3) in the amount of \$6,000,000; and

WHEREAS, this Board of Education finds and determines that, upon the transfer, it will have maintained no less than \$464,247 to the credit of the Working Cash Fund, including taxes levied pursuant to Section 20-3 and amounts transferred pursuant to Section 20-4 and to be reimbursed to the Working Cash Fund.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois, as follows:

SECTION ONE: That the preambles to this Resolution are hereby incorporated by reference into this Section One as if fully set forth and restated herein *verbatim*.

SECTION TWO: That a portion of this School District's Working Cash Fund is hereby abated in the amount of \$6,000,000 pursuant to Section 20-10 of the Illinois School Code.

SECTION THREE: That the Treasurer of this School District is authorized and directed to permanently transfer the sum of \$6,000,000 from the Working Cash Fund to the Capital Projects Fund of the District by the close of the current school year, to-wit: June 30, 2022.

SECTION FOUR: That this Resolution shall be in full force and effect forthwith upon and after its adoption.

ADOPTED: This 5th day of August, 2021, by the following roll call vote:

AYE: _____

NAY: _____

ABSTAIN: _____

ABSENT: _____

President, Board of Education
Lincolnwood School District No. 74

Secretary, Board of Education
Lincolnwood School District No. 74