



LINCOLNWOOD SCHOOL DISTRICT 74  
BOARD OF EDUCATION  
FINANCE COMMITTEE MEETING AGENDA  
THURSDAY, JANUARY 20, 2022 AT **6:30 PM**

BOARD OF EDUCATION  
Kevin Daly, *President*  
Elaina Geraghty, *Vice President*  
John P. Vranas, *Secretary*  
Myra A. Foutris  
Jay Oleniczak  
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, January 20, 2022.*

The December 2021 Finance Committee meeting was canceled due to a light agenda.

IN-PERSON PARTICIPATION: It is expected that all members of the Finance Committee, plus several administrators, will be physically present at the Marvin Garlich Administration Building located at 6950 N. East Prairie Road, Lincolnwood, IL. The public is welcome.

1. CALL TO ORDER/ROLL CALL

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair  
Jay Oleniczak (BOE), Co-chair  
John P. Vranas (BOE)  
Michael Bartholomew, Community Member  
Reuben George, Community Member  
Maja Kenjar, 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 - **NOVEMBER 18, 2021**

3

Motion by member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

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

6

5. OLD BUSINESS

6.	NEW BUSINESS	
a.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2022-23 School Fees	30
b.	<u>INFORMATION/DISCUSSION</u> : Public Act 102-0519 2021 Prior Year Levy Adjustment	34
c.	<u>INFORMATION/DISCUSSION/ACTION</u> : Post-Issuance Tax Compliance Reports	39
d.	<u>INFORMATION/DISCUSSION/ACTION</u> : Supplemental Savings Plan (SSP) from IL Teachers' Retirement System (TRS)	48
e.	<u>INFORMATION/DISCUSSION</u> : Property/Casualty Insurance Alternatives to Collective Liability Insurance Cooperative (CLIC) and Workers' Compensation Alternatives to Illinois Public Risk Fund (IPRF)	56
f.	<u>INFORMATION/DISCUSSION/ACTION</u> : Varsity Tutors for Schools, LLC	72
g.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2022-2023 Encyclopedia Britannica Renewal	85
h.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2022-2023 PebbleGo by Capstone Renewal	95
i.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2022-2023 PowerSchool Group, LLC Renewal Contracts for Registration and SIS Maintenance and Support	105
j.	<u>INFORMATION/DISCUSSION/ACTION</u> : Raptor Technologies, LLC Subscription Renewal Agreement	139
k.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2022-23 Swiftreach Networks, LLC Agreement for SwiftK12 for PowerSchool – Unlimited Messaging	146
l.	<u>INFORMATION/DISCUSSION/ACTION</u> : Learning A-Z / Vocabulary A-Z Renewal and Alignment	151
m.	<u>INFORMATION/DISCUSSION/ACTION</u> : Flocabulary by Nearpod Inc. Renewal for the 2021-2022 School Year	168
7.	<u>INFORMATION/DISCUSSION</u> : District Finance Updates	177
a.	NEID TIF Surplus Progress	
b.	School Maintenance Project Grant v. 2022	
c.	Tax Objections 2011-2014	
d.	U.S. Department of Labor released the CPI-U for 2021- it is 7.0%	
8.	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, NOVEMBER 18, 2021 AT **6:30 PM**

BOARD OF EDUCATION  
Kevin Daly, *President*  
Elaina Geraghty, *Vice President*  
John P. Vranas, *Secretary*  
Myra A. Foutris  
Jay Oleniczak  
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 Marvin Garlich Administration Building 6950 N. East Prairie Road, Lincolnwood, Illinois 60712, on Thursday, November 18, 2021.*

1. CALL TO ORDER/ROLL CALL

Chair Theodore called the Finance Committee meeting to order at 6:30 p.m.

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair  
Jay Oleniczak (BOE), Co-Chair  
John P. Vranas (BOE)  
Steven Pawlow, Community Member

FINANCE COMMITTEE MEMBERS NOT PRESENT

Michael Bartholomew, Community Member  
Reuben George, Community Member  
Maja Kenjar, 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  
Jordan Stephen, Director of Technology

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **OCTOBER 21, 2021**

A motion was made, seconded and passed to approve the minutes from the October 21, 2021 Finance Committee meeting.

4. FUND BALANCE REPORT

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

Courtney Whited, Business Manager/CSBO, provided the Fund Balance Report for September 2021.

## 5. OLD BUSINESS

- a. Final Finance Committee Review of the 2021 Property Tax Levy with Corresponding Resolutions & Public Notice  
Courtney Whited, Business Manager/CSBO, explained that the figures have not changed. The Committee asked how the percentage of increase in the EAV was reached. Courtney explained how she bases that.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to adopt the 2021 Levy by approving the following:  
Resolution Authorizing Final Aggregate Tax Levy for the Year 2021, Certificate of Tax Levy including Secretary's Certificate and Resolution Authorizing Life Safety Levy including Secretary's Certificate.

## 6. NEW BUSINESS

- a. Explore Learning Gizmos Renewal

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept this Proposal from Explore Learning for Gizmos in the amount of \$2,947.50 from January 1, 2022 to June 30, 2023.

- b. Everyday Speech Subscription

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept this Quote from Everyday Speech in the amount of \$1,127.96 from December 3, 2021 to December 2, 2022.

- c. Infinite Connections Inc. Agreement Renewal

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the Infinite Connections, Inc. Agreement for Consulting Services in the amount of \$4,400 for the dates between February 1, 2022 to January 31, 2023.

- d. XtraMath Premium Subscription for the 2021-2022 School Year

Jordan Stephen, Director of Technology, explained the purpose of XtraMath, how it benefits students in the targeted grade levels, and what the premium subscription allows the teachers and students to complete. The Committee asked if there was a consolidated list of all the software tools across the District. The Administration will be working on such a list in the future.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the XtraMath Premium Subscription for Grades 3 through 5 in the amount of \$512.50 for the service dates October 21, 2021 and October 21, 2022.

- e. ZOOM Video Communications Inc. Subscription for the 2021-2022 School Year

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve the ZOOM Video Communications Inc. Subscription in the amount of \$7,500 for the dates August 18, 2021 through August 17, 2022.

## 7. District Finance Update

- a. Final Audit Materials from Lauterbach & Amen, LLP to be presented at the December 2, 2021 Board of Education Meeting

Courtney Whited, Business Manager/CSBO, explained the timeline for the production of the audit and that it will appear on the December BOE agenda.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept the FY21 Final Audit from Lauterbach & Amen, LLP.

8.  
ADJOURNMENT

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

The Finance Committee meeting was adjourned at 6:58 p.m.

The next Finance Committee meeting will be Thursday, December 16, 2021 at 6:30 p.m. The public is welcome.

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Peter D. Theodore, Chair

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Jason Oleniczak, Co-Chair

## Lincolnwood School District 74

### Fund Balances

Fiscal Year: 2021-2022

Month: November  
 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	\$10,612,789.57	\$10,125,991.99	(\$6,939,638.97)	\$0.00	\$13,799,142.59
20	OPERATIONS & MAINTENANCE	\$3,073,579.94	\$1,059,976.22	(\$926,766.26)	\$0.00	\$3,206,789.90
30	DEBT SERVICE	\$920,382.10	\$775,438.21	\$0.00	\$0.00	\$1,695,820.31
40	TRANSPORTATION	\$1,201,985.01	\$566,498.92	(\$395,717.03)	\$0.00	\$1,372,766.90
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$377,752.43	\$131,295.36	(\$97,773.66)	\$0.00	\$411,274.13
52	SOCIAL SECURITY AND MEDICARE	(\$132,773.50)	\$157,758.98	(\$112,625.39)	\$0.00	(\$87,639.91)
60	CAPITAL PROJECTS	\$757,792.10	\$25,833.10	(\$419,100.00)	\$6,000,000.00	\$6,364,525.20
70	WORKING CASH	\$6,463,874.68	\$18,313.96	\$0.00	(\$6,000,000.00)	\$482,188.64
80	TORT IMMUNITY	\$17,743.76	\$53,604.94	\$0.00	\$0.00	\$71,348.70
90	FIRE PREVENTION & SAFETY	\$4,018,659.43	\$252,006.03	(\$1,751,870.42)	\$0.00	\$2,518,795.04
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$27,311,785.52	\$13,166,717.71	(\$10,643,491.73)	\$0.00	\$29,835,011.50

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 11/30/2021

Fiscal Year: 2021-2022

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$29,488,125.12
Imprest Fund (+)	\$15,078.88
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$29,503,304.00
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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		\$29,502,836.97
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LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+)	\$66,108.88
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Sub-total : ACCOUNTS PAYABLE	\$66,108.88
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OTHER CURRENT LIABILITIES

Other Liabilities (+)	\$34,961.30
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Payroll Liabilities (+)	(\$433,244.71)
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Sub-total : OTHER CURRENT LIABILITIES	(\$398,283.41)
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Total : LIABILITIES		(\$332,174.53)
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FUND BALANCE

Unreserved Fund Balance

Fund Balance (+)	\$27,311,785.52
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Sub-total : Unreserved Fund Balance	\$27,311,785.52
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NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+)	\$2,523,225.98
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Sub-total : NET INCREASE (DECREASE)	\$2,523,225.98
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Total : FUND BALANCE		\$29,835,011.50
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Total LIABILITIES + FUND BALANCE		\$29,502,836.97
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End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>REVENUE</b>					
<b>LOCAL SOURCES</b>					
Property Tax Receipts (+)	\$119,072.34	\$11,238,780.91	\$24,471,128.00	\$13,232,347.09	45.9%
Payments in Lieu of Taxes (+)	\$0.00	\$446,732.38	\$620,000.00	\$173,267.62	72.1%
Tuition Payments Received (+)	\$8,000.00	\$64,611.40	\$176,000.00	\$111,388.60	36.7%
Interest Revenue Received (+)	\$39,364.96	\$169,269.35	\$196,005.00	\$26,735.65	86.4%
Sales to Pupils & Adults (+)	\$12,401.20	\$54,126.97	\$110,000.00	\$55,873.03	49.2%
Activity Fees Received (+)	\$1,893.25	\$39,551.84	\$89,900.00	\$50,348.16	44.0%
Rental Revenue (+)	\$919.75	\$44,656.56	\$90,000.00	\$45,343.44	49.6%
Other Local Revenue (+)	\$9,254.52	\$34,946.58	\$739,250.00	\$704,303.42	4.7%
Sub-total : LOCAL SOURCES	<u>\$190,906.02</u>	<u>\$12,092,675.99</u>	<u>\$26,492,283.00</u>	<u>\$14,399,607.01</u>	45.6%
<b>STATE SOURCES</b>					
State Grants & Aid Received (+)	\$105,838.00	\$610,736.44	\$1,522,880.00	\$912,143.56	40.1%
Sub-total : STATE SOURCES	<u>\$105,838.00</u>	<u>\$610,736.44</u>	<u>\$1,522,880.00</u>	<u>\$912,143.56</u>	40.1%
<b>FEDERAL SOURCES</b>					
Federal Grants & Aid Received (+)	\$252,671.78	\$463,305.28	\$1,538,458.00	\$1,075,152.72	30.1%
Sub-total : FEDERAL SOURCES	<u>\$252,671.78</u>	<u>\$463,305.28</u>	<u>\$1,538,458.00</u>	<u>\$1,075,152.72</u>	30.1%
Total : REVENUE	<u>\$549,415.80</u>	<u>\$13,166,717.71</u>	<u>\$29,553,621.00</u>	<u>\$16,386,903.29</u>	44.6%
<b>EXPENDITURES</b>					
<b>REGULAR K-12 PROGRAMS</b>					
Salaries (-)	\$592,561.20	\$2,051,843.12	\$7,769,901.00	\$5,718,057.88	26.4%
Employee Benefits (-)	\$102,679.81	\$311,067.22	\$1,310,601.00	\$999,533.78	23.7%
Purchased Services (-)	\$13,225.32	\$110,841.33	\$241,500.00	\$130,658.67	45.9%
Termination Benefits (-)	\$28,232.95	\$118,288.18	\$405,933.00	\$287,644.82	29.1%
Supplies & Materials (-)	\$18,317.81	\$243,112.01	\$650,345.00	\$407,232.99	37.4%
Capital Expenditures (-)	\$2,807.27	\$76,016.76	\$192,500.00	\$116,483.24	39.5%
Other Objects (-)	\$0.00	\$0.00	\$1,200.00	\$1,200.00	0.0%
Non-Capitalized Equipment (-)	\$7,648.91	\$44,330.83	\$97,000.00	\$52,669.17	45.7%
Sub-total : REGULAR K-12 PROGRAMS	<u>(\$765,473.27)</u>	<u>(\$2,955,499.45)</u>	<u>(\$10,668,980.00)</u>	<u>(\$7,713,480.55)</u>	27.7%
<b>PRE-K PROGRAMS</b>					
Salaries (-)	\$16,788.38	\$58,759.33	\$218,560.00	\$159,800.67	26.9%
Employee Benefits (-)	\$5,308.98	\$16,487.69	\$78,095.00	\$61,607.31	21.1%
Supplies & Materials (-)	\$134.65	\$952.72	\$3,800.00	\$2,847.28	25.1%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : PRE-K PROGRAMS	<u>(\$22,232.01)</u>	<u>(\$76,199.74)</u>	<u>(\$301,455.00)</u>	<u>(\$225,255.26)</u>	25.3%
<b>SPECIAL ED PROGRAMS K-12</b>					
Salaries (-)	\$89,840.02	\$311,843.08	\$1,276,974.00	\$965,130.92	24.4%
Employee Benefits (-)	\$24,179.21	\$74,443.76	\$384,510.00	\$310,066.24	19.4%
Purchased Services (-)	\$299.99	\$299.99	\$500.00	\$200.01	60.0%
Supplies & Materials (-)	\$17.66	\$442.41	\$4,200.00	\$3,757.59	10.5%
Capital Expenditures (-)	\$3,970.25	\$5,476.24	\$8,000.00	\$2,523.76	68.5%
Other Objects (-)	\$0.00	\$355.00	\$300.00	(\$55.00)	118.3%
Non-Capital Equipment (-)	\$2,173.60	\$4,339.08	\$3,000.00	(\$1,339.08)	144.6%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$120,480.73)	(\$397,199.56)	(\$1,677,484.00)	(\$1,280,284.44)	23.7%
<b>REMEDIAL &amp; SUPPLEMENTAL K-12</b>					
Salaries (-)	\$43,828.98	\$153,401.43	\$569,777.00	\$416,375.57	26.9%
Employee Benefits (-)	\$7,141.10	\$22,198.80	\$89,918.00	\$67,719.20	24.7%
Purchased Services (-)	\$0.00	\$45,276.56	\$45,303.00	\$26.44	99.9%
Supplies & Materials (-)	\$63.15	\$7,402.35	\$13,900.00	\$6,497.65	53.3%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$51,033.23)	(\$228,279.14)	(\$718,898.00)	(\$490,618.86)	31.8%
<b>INTERSCHOLASTIC PROGRAMS</b>					
Salaries (-)	\$238.88	\$597.20	\$90,000.00	\$89,402.80	0.7%
Employee Benefits (-)	\$6.44	\$16.10	\$4,275.00	\$4,258.90	0.4%
Supplies & Materials (-)	\$490.00	\$490.00	\$1,500.00	\$1,010.00	32.7%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Other Objects (-)	\$0.00	\$3,500.00	\$3,700.00	\$200.00	94.6%
Sub-total : INTERSCHOLASTIC PROGRAMS	(\$735.32)	(\$4,603.30)	(\$100,475.00)	(\$95,871.70)	4.6%
<b>SUMMER SCHOOL PROGRAMS</b>					
Salaries (-)	\$0.00	\$41,818.00	\$41,819.00	\$1.00	100.0%
Employee Benefits (-)	\$0.00	\$1,976.50	\$1,629.00	(\$347.50)	121.3%
Supplies & Materials (-)	\$0.00	\$670.78	\$4,500.00	\$3,829.22	14.9%
Sub-total : SUMMER SCHOOL PROGRAMS	\$0.00	(\$44,465.28)	(\$47,948.00)	(\$3,482.72)	92.7%
<b>GIFTED PROGRAMS</b>					
Salaries (-)	\$24,892.62	\$87,124.17	\$314,460.00	\$227,335.83	27.7%
Employee Benefits (-)	\$3,839.52	\$10,546.89	\$69,167.00	\$58,620.11	15.2%
Supplies & Materials (-)	\$599.07	\$890.42	\$3,500.00	\$2,609.58	25.4%
Sub-total : GIFTED PROGRAMS	(\$29,331.21)	(\$98,561.48)	(\$387,127.00)	(\$288,565.52)	25.5%
<b>BILINGUAL PROGRAMS</b>					
Salaries (-)	\$51,271.36	\$178,206.82	\$670,884.00	\$492,677.18	26.6%
Employee Benefits (-)	\$7,718.89	\$23,622.55	\$97,510.00	\$73,887.45	24.2%
Purchased Services (-)	\$0.00	\$1,800.00	\$1,950.00	\$150.00	92.3%
Supplies & Materials (-)	\$0.00	\$2,693.88	\$18,600.00	\$15,906.12	14.5%
Sub-total : BILINGUAL PROGRAMS	(\$58,990.25)	(\$206,323.25)	(\$788,944.00)	(\$582,620.75)	26.2%
<b>ATTENDANCE &amp; SOCIAL WORK</b>					
Salaries (-)	\$30,195.86	\$105,685.51	\$392,546.00	\$286,860.49	26.9%
Employee Benefits (-)	\$2,370.37	\$7,564.26	\$30,737.00	\$23,172.74	24.6%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,400.00	\$1,400.00	0.0%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$32,566.23)	(\$113,249.77)	(\$424,683.00)	(\$311,433.23)	26.7%
<b>HEALTH SERVICES</b>					
Salaries (-)	\$12,426.56	\$50,233.21	\$191,053.00	\$140,819.79	26.3%
Employee Benefits (-)	\$5,311.23	\$18,753.37	\$80,959.00	\$62,205.63	23.2%
Purchased Services (-)	\$4,528.00	\$6,703.00	\$1,500.00	(\$5,203.00)	446.9%
Supplies & Materials (-)	\$650.37	\$3,104.82	\$20,940.00	\$17,835.18	14.8%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Capital Expenditures (-)	\$0.00	\$0.00	\$2,250.00	\$2,250.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$1,600.00	\$1,600.00	0.0%
Sub-total : HEALTH SERVICES	(\$22,916.16)	(\$78,794.40)	(\$299,052.00)	(\$220,257.60)	26.3%
<b>PSYCHOLOGICAL SERVICES</b>					
Salaries (-)	\$13,401.32	\$46,904.62	\$156,500.00	\$109,595.38	30.0%
Employee Benefits (-)	\$2,910.32	\$8,932.06	\$37,141.00	\$28,208.94	24.0%
Purchased Services (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$800.00	\$800.00	0.0%
Sub-total : PSYCHOLOGICAL SERVICES	(\$16,311.64)	(\$55,836.68)	(\$196,941.00)	(\$141,104.32)	28.4%
<b>SPEECH PATHOLOGY &amp; AUDIOLOGY</b>					
Salaries (-)	\$20,372.64	\$71,304.24	\$281,336.00	\$210,031.76	25.3%
Employee Benefits (-)	\$3,143.87	\$9,734.41	\$36,939.00	\$27,204.59	26.4%
Supplies & Materials (-)	\$11.99	\$1,317.63	\$900.00	(\$417.63)	146.4%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$23,528.50)	(\$82,356.28)	(\$319,175.00)	(\$236,818.72)	25.8%
<b>OTHER SUPPORT SERVICES - PUPILS</b>					
Salaries (-)	\$9,384.73	\$26,074.50	\$125,979.00	\$99,904.50	20.7%
Employee Benefits (-)	\$605.00	\$1,651.52	\$10,491.00	\$8,839.48	15.7%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$9,989.73)	(\$27,726.02)	(\$136,470.00)	(\$108,743.98)	20.3%
<b>IMPROVEMENT OF INSTRUCTION</b>					
Salaries (-)	\$27,769.26	\$161,388.51	\$432,388.00	\$270,999.49	37.3%
Employee Benefits (-)	\$4,310.30	\$24,903.26	\$61,532.00	\$36,628.74	40.5%
Purchased Services (-)	\$3,498.59	\$25,641.07	\$63,793.00	\$38,151.93	40.2%
Supplies & Materials (-)	\$174.81	\$1,150.55	\$3,500.00	\$2,349.45	32.9%
Other Objects (-)	\$0.00	\$1,759.58	\$1,800.00	\$40.42	97.8%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$35,752.96)	(\$214,842.97)	(\$563,013.00)	(\$348,170.03)	38.2%
<b>EDUCATIONAL MEDIA</b>					
Salaries (-)	\$20,262.72	\$70,919.52	\$263,415.00	\$192,495.48	26.9%
Employee Benefits (-)	\$2,422.63	\$7,572.09	\$30,787.00	\$23,214.91	24.6%
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$390.63	\$3,210.05	\$9,800.00	\$6,589.95	32.8%
Sub-total : EDUCATIONAL MEDIA	(\$23,075.98)	(\$81,701.66)	(\$305,002.00)	(\$223,300.34)	26.8%
<b>ASSESSMENT &amp; TESTING</b>					
Purchased Services (-)	\$0.00	\$14,525.00	\$14,525.00	\$0.00	100.0%
Sub-total : ASSESSMENT & TESTING	\$0.00	(\$14,525.00)	(\$14,525.00)	\$0.00	100.0%
<b>ADMIN SERVICES - BOARD OF ED</b>					
Employee Benefits (-)	\$4,785.90	\$45,085.58	\$70,000.00	\$24,914.42	64.4%
Purchased Services (-)	\$7,430.66	\$72,305.00	\$218,900.00	\$146,595.00	33.0%
Supplies & Materials (-)	\$38.68	\$575.53	\$2,500.00	\$1,924.47	23.0%
Other Objects (-)	\$0.00	\$0.00	\$15,000.00	\$15,000.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : ADMIN SERVICES - BOARD OF ED	(\$12,255.24)	(\$117,966.11)	(\$306,900.00)	(\$188,933.89)	38.4%
<b>SUPERINTENDENT</b>					
Salaries (-)	\$20,762.88	\$114,195.84	\$269,918.00	\$155,722.16	42.3%
Employee Benefits (-)	\$2,809.32	\$14,448.67	\$35,850.00	\$21,401.33	40.3%
Purchased Services (-)	\$100.00	\$100.00	\$3,900.00	\$3,800.00	2.6%
Supplies & Materials (-)	\$83.58	\$176.07	\$2,000.00	\$1,823.93	8.8%
Capital Expenditures (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$0.00	\$2,961.88	\$2,500.00	(\$461.88)	118.5%
Non-Capitalized Equipment (-)	\$0.00	\$129.00	\$500.00	\$371.00	25.8%
Sub-total : SUPERINTENDENT	(\$23,755.78)	(\$132,011.46)	(\$315,168.00)	(\$183,156.54)	41.9%
<b>ADMIN SERVICES - SPECIAL ED</b>					
Salaries (-)	\$10,919.98	\$60,059.89	\$141,962.00	\$81,902.11	42.3%
Employee Benefits (-)	\$3,448.02	\$17,557.66	\$42,403.00	\$24,845.34	41.4%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$14,368.00)	(\$77,617.55)	(\$184,365.00)	(\$106,747.45)	42.1%
<b>WORKERS COMPENSATION INSURANCE</b>					
Purchased Services (-)	\$0.00	\$0.00	\$94,000.00	\$94,000.00	0.0%
Sub-total : WORKERS COMPENSATION INSURANCE	\$0.00	\$0.00	(\$94,000.00)	(\$94,000.00)	0.0%
<b>LOSS PREVENTION REDUCTION</b>					
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%
<b>PROPERTY INSURANCE</b>					
Purchased Services (-)	\$0.00	\$0.00	\$100,000.00	\$100,000.00	0.0%
Sub-total : PROPERTY INSURANCE	\$0.00	\$0.00	(\$100,000.00)	(\$100,000.00)	0.0%
<b>PRINCIPAL</b>					
Salaries (-)	\$53,731.79	\$291,988.40	\$689,545.00	\$397,556.60	42.3%
Employee Benefits (-)	\$16,853.95	\$84,823.74	\$201,846.00	\$117,022.26	42.0%
Purchased Services (-)	\$400.42	\$1,141.66	\$5,100.00	\$3,958.34	22.4%
Supplies & Materials (-)	\$14.99	\$169.81	\$4,200.00	\$4,030.19	4.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$50.00	\$2,400.00	\$2,350.00	2.1%
Termination Benefits (-)	\$0.00	\$9,960.99	\$9,961.00	\$0.01	100.0%
Sub-total : PRINCIPAL	(\$71,001.15)	(\$388,134.60)	(\$914,552.00)	(\$526,417.40)	42.4%
<b>OPERATION OF BUSINESS SERVICES</b>					
Salaries (-)	\$14,074.40	\$77,409.20	\$182,968.00	\$105,558.80	42.3%
Employee Benefits (-)	\$2,487.99	\$12,712.50	\$31,165.00	\$18,452.50	40.8%
Other Objects (-)	\$1,170.00	\$1,298.30	\$1,400.00	\$101.70	92.7%
Non-Capitalizer Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$17,732.39)	(\$91,420.00)	(\$216,033.00)	(\$124,613.00)	42.3%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>FISCAL SERVICES</b>					
Salaries (-)	\$16,886.30	\$92,553.35	\$220,030.00	\$127,476.65	42.1%
Employee Benefits (-)	\$6,468.24	\$33,977.77	\$90,879.00	\$56,901.23	37.4%
Purchased Services (-)	\$1,818.50	\$3,181.17	\$105,500.00	\$102,318.83	3.0%
Supplies & Materials (-)	\$762.66	\$2,999.89	\$5,000.00	\$2,000.11	60.0%
Other Objects (-)	\$2,623.11	\$8,918.39	\$20,000.00	\$11,081.61	44.6%
Non-Capitalized Equipment (-)	\$0.00	\$238.25	\$1,000.00	\$761.75	23.8%
Sub-total : FISCAL SERVICES	(\$28,558.81)	(\$141,868.82)	(\$442,409.00)	(\$300,540.18)	32.1%
<b>FACILITY ACQUISITION &amp; CONSTRUCTION</b>					
Purchased Services (-)	\$305.54	\$68,849.35	\$174,686.00	\$105,836.65	39.4%
Capital Expenditures (-)	\$22,412.40	\$384,428.02	\$1,165,358.00	\$780,929.98	33.0%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$22,717.94)	(\$453,277.37)	(\$1,340,044.00)	(\$886,766.63)	33.8%
<b>OPERATION &amp; MAINTENANCE OF PLANT</b>					
Salaries (-)	\$38,072.26	\$206,971.45	\$509,517.00	\$302,545.55	40.6%
Employee Benefits (-)	\$13,437.41	\$70,531.81	\$167,722.00	\$97,190.19	42.1%
Purchased Services (-)	\$66,279.88	\$458,740.95	\$957,675.00	\$498,934.05	47.9%
Supplies & Materials (-)	\$32,856.82	\$182,896.97	\$498,650.00	\$315,753.03	36.7%
Capital Expenditures (-)	\$11,141.50	\$1,764,134.39	\$2,391,023.00	\$626,888.61	73.8%
Other Objects (-)	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.0%
Non-Capitalized Equipment (-)	\$235.00	\$1,579.40	\$18,000.00	\$16,420.60	8.8%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$162,022.87)	(\$2,684,854.97)	(\$4,544,337.00)	(\$1,859,482.03)	59.1%
<b>PUPIL TRANSPORTATION</b>					
Purchased Services (-)	\$138,730.04	\$395,717.03	\$1,285,000.00	\$889,282.97	30.8%
Sub-total : PUPIL TRANSPORTATION	(\$138,730.04)	(\$395,717.03)	(\$1,285,000.00)	(\$889,282.97)	30.8%
<b>FOOD SERVICES</b>					
Salaries (-)	\$19,170.44	\$74,218.65	\$235,394.00	\$161,175.35	31.5%
Employee Benefits (-)	\$8,368.86	\$29,400.51	\$101,367.00	\$71,966.49	29.0%
Purchased Services (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Supplies & Materials (-)	\$13,113.76	\$51,978.56	\$272,500.00	\$220,521.44	19.1%
Capital Expenditures (-)	\$0.00	\$1,061.78	\$8,000.00	\$6,938.22	13.3%
Other Objects (-)	\$0.00	\$752.50	\$1,500.00	\$747.50	50.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,500.00	\$4,500.00	0.0%
Sub-total : FOOD SERVICES	(\$40,653.06)	(\$157,412.00)	(\$624,761.00)	(\$467,349.00)	25.2%
<b>INTERNAL SERVICES</b>					
Purchased Services (-)	\$7,232.50	\$14,769.86	\$30,600.00	\$15,830.14	48.3%
Supplies & Materials (-)	\$0.00	\$496.90	\$1,500.00	\$1,003.10	33.1%
Sub-total : INTERNAL SERVICES	(\$7,232.50)	(\$15,266.76)	(\$32,100.00)	(\$16,833.24)	47.6%
<b>INFORMATION SERVICES</b>					
Salaries (-)	\$7,249.30	\$39,871.15	\$94,241.00	\$54,369.85	42.3%
Employee Benefits (-)	\$2,163.36	\$11,546.68	\$26,149.00	\$14,602.32	44.2%
Purchased Services (-)	\$32.53	\$14,960.01	\$37,000.00	\$22,039.99	40.4%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Supplies & Materials (-)	\$0.00	\$136.50	\$6,000.00	\$5,863.50	2.3%
Other Objects (-)	\$0.00	\$920.52	\$1,500.00	\$579.48	61.4%
Sub-total : INFORMATION SERVICES	(\$9,445.19)	(\$67,434.86)	(\$164,890.00)	(\$97,455.14)	40.9%
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$39,573.50	\$181,343.89	\$457,319.00	\$275,975.11	39.7%
Employee Benefits (-)	\$12,974.32	\$56,745.12	\$151,650.00	\$94,904.88	37.4%
Purchased Services (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : OTHER SUPPORT SERVICES - ADMIN	(\$52,547.82)	(\$238,089.01)	(\$610,969.00)	(\$372,879.99)	39.0%
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 (-)	\$14,450.00	\$14,450.00	\$44,500.00	\$30,050.00	32.5%
Other Objects (-)	\$929,347.39	\$987,807.21	\$2,473,000.00	\$1,485,192.79	39.9%
Sub-total : PAYMENTS TO OTHER LEAs	(\$943,797.39)	(\$1,002,257.21)	(\$2,517,500.00)	(\$1,515,242.79)	39.8%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$0.00	\$0.00	\$698,548.00	\$698,548.00	0.0%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	\$0.00	(\$698,548.00)	(\$698,548.00)	0.0%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$0.00	\$1,120,000.00	\$1,120,000.00	0.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	\$0.00	(\$1,120,000.00)	(\$1,120,000.00)	0.0%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0%
Total : EXPENDITURES	(\$2,757,235.40)	(\$10,643,491.73)	(\$32,471,248.00)	(\$21,827,756.27)	32.8%
OTHER FINANCING SOURCES & USES					
TRANSFERS FROM OTHER FUNDS					
Transfers Received (+)	\$0.00	\$6,000,000.00	\$0.00	(\$6,000,000.00)	0.0%
Sub-total : TRANSFERS FROM OTHER FUNDS	\$0.00	\$6,000,000.00	\$0.00	(\$6,000,000.00)	0.0%
TRANSFERS TO OTHER FUNDS					
Transfers Sent (-)	\$0.00	\$6,000,000.00	\$0.00	(\$6,000,000.00)	0.0%
Sub-total : TRANSFERS TO OTHER FUNDS	\$0.00	(\$6,000,000.00)	\$0.00	\$6,000,000.00	0.0%
Total : OTHER FINANCING SOURCES & USES	\$0.00	\$0.00	\$0.00	\$0.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

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Treasurers Report FUND- All Funds For the Period 11/01/2021 through 11/30/2021

Fiscal Year: 2021-2022

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	<u>11/01/2021 - 11/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
NET INCREASE (DECREASE)	(\$2,207,819.60)	\$2,523,225.98	(\$2,917,627.00)	(\$5,440,852.98)	86.5%

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End of Report

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance       Include Inactive Accounts       Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
<b>10 - EDUCATIONAL</b>					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
100 - SALARIES	\$7,769,901.00	\$592,561.20	\$2,051,843.12	\$5,466,696.28	\$251,361.60
200 - EMPLOYEE BENEFITS	\$1,188,398.00	\$93,522.24	\$278,966.06	\$791,997.39	\$117,434.55
300 - PURCHASED SERVICES	\$241,500.00	\$13,225.32	\$110,841.33	\$10,278.08	\$120,380.59
400 - SUPPLIES & MATERIALS	\$650,345.00	\$18,317.81	\$243,112.01	\$15,881.12	\$391,351.87
500 - CAPITAL OUTLAY	\$192,500.00	\$2,807.27	\$76,016.76	\$3,012.88	\$113,470.36
600 - OTHER OBJECTS	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
700 - NON-CAPITAL EQUIPMENT	\$97,000.00	\$7,648.91	\$44,330.83	\$198.00	\$52,471.17
800 - TERMINATION/VACATION PAYMENTS	\$405,933.00	\$28,232.95	\$118,288.18	\$73,027.58	\$214,617.24
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$218,560.00	\$16,788.38	\$58,759.33	\$159,489.62	\$311.05
200 - EMPLOYEE BENEFITS	\$66,354.00	\$4,516.84	\$13,656.56	\$40,388.45	\$12,308.99
400 - SUPPLIES & MATERIALS	\$3,800.00	\$134.65	\$952.72	\$19.30	\$2,827.98
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
1200 - SPECIAL ED PROGRAMS K-12					
100 - SALARIES	\$1,276,974.00	\$89,840.02	\$311,843.08	\$833,516.68	\$131,614.24
200 - EMPLOYEE BENEFITS	\$295,770.00	\$18,988.70	\$56,605.35	\$162,892.00	\$76,272.65
300 - PURCHASED SERVICES	\$500.00	\$299.99	\$299.99	\$0.00	\$200.01
400 - SUPPLIES & MATERIALS	\$4,200.00	\$17.66	\$442.41	\$810.50	\$2,947.09
500 - CAPITAL OUTLAY	\$8,000.00	\$3,970.25	\$5,476.24	\$0.00	\$2,523.76
600 - OTHER OBJECTS	\$300.00	\$0.00	\$355.00	\$0.00	(\$55.00)
700 - NON-CAPITAL EQUIPMENT	\$3,000.00	\$2,173.60	\$4,339.08	\$0.00	(\$1,339.08)
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$569,777.00	\$43,828.98	\$153,401.43	\$416,375.57	\$0.00
200 - EMPLOYEE BENEFITS	\$81,656.00	\$6,539.64	\$20,076.12	\$59,313.96	\$2,265.92
300 - PURCHASED SERVICES	\$45,303.00	\$0.00	\$45,276.56	\$0.00	\$26.44
400 - SUPPLIES & MATERIALS	\$13,900.00	\$63.15	\$7,402.35	\$0.00	\$6,497.65
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$90,000.00	\$238.88	\$597.20	\$41,214.99	\$48,187.81
200 - EMPLOYEE BENEFITS	\$1,240.00	\$2.98	\$7.45	\$390.39	\$842.16
400 - SUPPLIES & MATERIALS	\$1,500.00	\$490.00	\$490.00	\$2,119.60	(\$1,109.60)
500 - CAPITAL OUTLAY	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
600 - OTHER OBJECTS	\$3,700.00	\$0.00	\$3,500.00	\$0.00	\$200.00
1600 - SUMMER SCHOOL PROGRAMS					
100 - SALARIES	\$41,819.00	\$0.00	\$41,818.00	\$0.00	\$1.00
200 - EMPLOYEE BENEFITS	\$1,022.00	\$0.00	\$839.56	\$0.00	\$182.44
400 - SUPPLIES & MATERIALS	\$4,500.00	\$0.00	\$670.78	\$0.00	\$3,829.22
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$314,460.00	\$24,892.62	\$87,124.17	\$236,479.83	(\$9,144.00)
200 - EMPLOYEE BENEFITS	\$64,606.00	\$3,497.04	\$9,338.98	\$31,666.28	\$23,600.74
400 - SUPPLIES & MATERIALS	\$3,500.00	\$599.07	\$890.42	\$861.20	\$1,748.38
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$670,884.00	\$51,271.36	\$178,206.82	\$478,807.36	\$13,869.82
200 - EMPLOYEE BENEFITS	\$87,803.00	\$6,969.96	\$21,110.09	\$62,340.60	\$4,352.31
300 - PURCHASED SERVICES	\$1,950.00	\$0.00	\$1,800.00	\$0.00	\$150.00
400 - SUPPLIES & MATERIALS	\$18,600.00	\$0.00	\$2,693.88	\$0.00	\$15,906.12
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$392,546.00	\$30,195.86	\$105,685.51	\$286,860.49	\$0.00
200 - EMPLOYEE BENEFITS	\$25,044.00	\$1,941.83	\$6,059.41	\$17,710.39	\$1,274.20
400 - SUPPLIES & MATERIALS	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00
2130 - HEALTH SERVICES					
100 - SALARIES	\$191,053.00	\$12,426.56	\$50,233.21	\$99,192.70	\$41,627.09
200 - EMPLOYEE BENEFITS	\$45,132.00	\$2,947.17	\$9,282.92	\$24,872.26	\$10,976.82
300 - PURCHASED SERVICES	\$1,500.00	\$4,528.00	\$6,703.00	\$0.00	(\$5,203.00)
400 - SUPPLIES & MATERIALS	\$20,940.00	\$650.37	\$3,104.82	\$0.00	\$17,835.18
500 - CAPITAL OUTLAY	\$2,250.00	\$0.00	\$0.00	\$0.00	\$2,250.00
600 - OTHER OBJECTS	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
700 - NON-CAPITAL EQUIPMENT	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00
2140 - PSYCHOLOGICAL SERVICES					
100 - SALARIES	\$156,500.00	\$13,401.32	\$46,904.62	\$127,312.38	(\$17,717.00)
200 - EMPLOYEE BENEFITS	\$34,871.00	\$2,730.72	\$8,295.47	\$24,679.78	\$1,895.75
300 - PURCHASED SERVICES	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
400 - SUPPLIES & MATERIALS	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$281,336.00	\$20,372.64	\$71,304.24	\$193,539.96	\$16,491.80
200 - EMPLOYEE BENEFITS	\$32,858.00	\$2,869.81	\$8,763.75	\$25,734.41	(\$1,640.16)
400 - SUPPLIES & MATERIALS	\$900.00	\$11.99	\$1,317.63	\$0.00	(\$417.63)

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
<b>2190 - OTHER SUPPORT SERVICES - PUPILS</b>					
100 - SALARIES	\$125,979.00	\$9,384.73	\$26,074.50	\$15,208.78	\$84,695.72
200 - EMPLOYEE BENEFITS	\$987.00	\$29.26	\$86.98	\$117.31	\$782.71
<b>2210 - IMPROVEMENT OF INSTRUCTION</b>					
100 - SALARIES	\$432,388.00	\$27,769.26	\$161,388.51	\$204,865.51	\$66,133.98
200 - EMPLOYEE BENEFITS	\$45,017.00	\$3,077.54	\$18,000.05	\$21,805.05	\$5,211.90
300 - PURCHASED SERVICES	\$63,793.00	\$3,498.59	\$25,641.07	\$0.00	\$38,151.93
400 - SUPPLIES & MATERIALS	\$3,500.00	\$174.81	\$1,150.55	\$0.00	\$2,349.45
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$1,759.58	\$0.00	\$40.42
<b>2220 - EDUCATIONAL MEDIA</b>					
100 - SALARIES	\$263,415.00	\$20,262.72	\$70,919.52	\$192,495.48	\$0.00
200 - EMPLOYEE BENEFITS	\$26,965.00	\$2,139.42	\$6,575.28	\$19,411.80	\$977.92
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$9,800.00	\$390.63	\$3,210.05	\$3,054.67	\$3,535.28
<b>2230 - ASSESSMENT &amp; TESTING</b>					
300 - PURCHASED SERVICES	\$14,525.00	\$0.00	\$14,525.00	\$0.00	\$0.00
<b>2310 - BOARD OF EDUCATION</b>					
200 - EMPLOYEE BENEFITS	\$70,000.00	\$4,785.90	\$45,085.58	\$0.00	\$24,914.42
300 - PURCHASED SERVICES	\$218,900.00	\$7,430.66	\$72,305.00	\$0.00	\$146,595.00
400 - SUPPLIES & MATERIALS	\$2,500.00	\$38.68	\$575.53	\$0.00	\$1,924.47
600 - OTHER OBJECTS	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
<b>2320 - SUPERINTENDENT</b>					
100 - SALARIES	\$269,918.00	\$20,762.88	\$114,195.84	\$155,721.58	\$0.58
200 - EMPLOYEE BENEFITS	\$31,936.00	\$2,504.12	\$12,772.14	\$17,780.38	\$1,383.48
300 - PURCHASED SERVICES	\$3,900.00	\$100.00	\$100.00	\$0.00	\$3,800.00
400 - SUPPLIES & MATERIALS	\$2,000.00	\$83.58	\$176.07	\$0.00	\$1,823.93
500 - CAPITAL OUTLAY	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$2,961.88	\$0.00	(\$461.88)
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$129.00	\$0.00	\$371.00
<b>2330 - ADMINISTRATIVE SERVICES SPECIAL ED</b>					
100 - SALARIES	\$141,962.00	\$10,919.98	\$60,059.89	\$81,899.92	\$2.19
200 - EMPLOYEE BENEFITS	\$37,266.00	\$3,047.74	\$15,351.23	\$21,451.95	\$462.82
<b>2410 - PRINCIPAL</b>					
100 - SALARIES	\$689,545.00	\$53,731.79	\$291,988.40	\$402,915.82	(\$5,359.22)

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$164,753.00	\$13,945.60	\$68,679.91	\$98,142.78	(\$2,069.69)
300 - PURCHASED SERVICES	\$5,100.00	\$400.42	\$1,141.66	\$0.00	\$3,958.34
400 - SUPPLIES & MATERIALS	\$4,200.00	\$14.99	\$169.81	\$0.00	\$4,030.19
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,400.00	\$0.00	\$50.00	\$0.00	\$2,350.00
800 - TERMINATION/VACATION PAYMENTS	\$9,961.00	\$0.00	\$9,960.99	\$0.00	\$0.01
<b>2510 - DIRECTION OF BUSINESS SUPPORT SERVICES</b>					
100 - SALARIES	\$182,968.00	\$14,074.40	\$77,409.20	\$105,557.82	\$0.98
200 - EMPLOYEE BENEFITS	\$28,511.00	\$2,284.67	\$11,593.86	\$16,163.19	\$753.95
600 - OTHER OBJECTS	\$1,400.00	\$1,170.00	\$1,298.30	\$0.00	\$101.70
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
<b>2520 - FISCAL SERVICES</b>					
100 - SALARIES	\$220,030.00	\$16,886.30	\$92,553.35	\$126,647.35	\$829.30
200 - EMPLOYEE BENEFITS	\$49,622.00	\$3,232.74	\$16,188.07	\$22,654.51	\$10,779.42
300 - PURCHASED SERVICES	\$105,500.00	\$1,818.50	\$3,181.17	\$0.00	\$102,318.83
400 - SUPPLIES & MATERIALS	\$5,000.00	\$762.66	\$2,999.89	\$0.00	\$2,000.11
600 - OTHER OBJECTS	\$20,000.00	\$2,623.11	\$8,918.39	\$0.00	\$11,081.61
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$238.25	\$0.00	\$761.75
<b>2560 - FOOD SERVICES</b>					
100 - SALARIES	\$235,394.00	\$19,170.44	\$74,218.65	\$135,110.09	\$26,065.26
200 - EMPLOYEE BENEFITS	\$58,080.00	\$4,796.76	\$15,409.07	\$42,196.19	\$474.74
300 - PURCHASED SERVICES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
400 - SUPPLIES & MATERIALS	\$272,500.00	\$13,113.76	\$51,978.56	\$0.00	\$220,521.44
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$1,061.78	\$0.00	\$6,938.22
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$752.50	\$0.00	\$747.50
700 - NON-CAPITAL EQUIPMENT	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00
<b>2570 - INTERNAL SERVICES</b>					
300 - PURCHASED SERVICES	\$30,600.00	\$7,232.50	\$14,769.86	\$0.00	\$15,830.14
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$496.90	\$0.00	\$1,003.10
<b>2630 - INFORMATION SERVICES</b>					
100 - SALARIES	\$94,241.00	\$7,249.30	\$39,871.15	\$54,369.65	\$0.20
200 - EMPLOYEE BENEFITS	\$8,478.00	\$724.36	\$3,632.18	\$5,080.90	(\$235.08)
300 - PURCHASED SERVICES	\$37,000.00	\$32.53	\$14,960.01	\$0.00	\$22,039.99
400 - SUPPLIES & MATERIALS	\$6,000.00	\$0.00	\$136.50	\$400.00	\$5,463.50
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$920.52	\$0.00	\$579.48

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
2640 - RECRUITMENT TITLE 2A FED FUND					
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2660 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$457,319.00	\$39,573.50	\$181,343.89	\$279,741.78	(\$3,766.67)
200 - EMPLOYEE BENEFITS	\$85,386.00	\$7,534.44	\$29,389.25	\$36,775.77	\$19,220.98
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
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	\$44,500.00	\$14,450.00	\$14,450.00	\$0.00	\$30,050.00
600 - OTHER OBJECTS	\$2,473,000.00	\$929,347.39	\$987,807.21	\$0.00	\$1,485,192.79
10 - EDUCATIONAL Total:	\$22,737,974.00	\$2,394,086.40	\$6,939,638.97	\$11,747,248.31	\$4,051,086.72

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
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  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
20 - OPERATIONS & MAINTENANCE					
0 - EXPENDITURES					
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
100 - SALARIES	\$509,517.00	\$38,072.26	\$206,971.45	\$264,178.33	\$38,367.22
200 - EMPLOYEE BENEFITS	\$72,183.00	\$6,016.95	\$30,136.15	\$42,170.05	(\$123.20)
300 - PURCHASED SERVICES	\$957,675.00	\$66,279.88	\$458,740.95	\$17,890.58	\$481,043.47
400 - SUPPLIES & MATERIALS	\$498,650.00	\$32,856.82	\$182,896.97	\$12,035.87	\$303,717.16
500 - CAPITAL OUTLAY	\$254,000.00	\$11,141.50	\$46,441.34	\$26,013.25	\$181,545.41
600 - OTHER OBJECTS	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
700 - NON-CAPITAL EQUIPMENT	\$18,000.00	\$235.00	\$1,579.40	\$0.00	\$16,420.60
20 - OPERATIONS & MAINTENANCE Total:	\$2,311,775.00	\$154,602.41	\$926,766.26	\$362,288.08	\$1,022,720.66

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022 Range To Date Year To Date Encumbrance Budget Balance

30 - DEBT SERVICE

0 - EXPENDITURES

5140 - DEBT SERVICE - INTEREST PAYMENTS

600 - OTHER OBJECTS	\$698,548.00	\$0.00	\$0.00	\$0.00	\$698,548.00
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5200 - INTEREST ON BONDS OUTSTANDING

600 - OTHER OBJECTS	\$1,120,000.00	\$0.00	\$0.00	\$0.00	\$1,120,000.00
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5400 - DEBT SERVICE LEASES

600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
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30 - DEBT SERVICE Total:	\$1,821,048.00	\$0.00	\$0.00	\$0.00	\$1,821,048.00
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022 Range To Date Year To Date Encumbrance Budget Balance

40 - TRANSPORTATION

0 - EXPENDITURES

2550 - PUPIL TRANSPORTATION

300 - PURCHASED SERVICES

\$1,285,000.00	\$138,730.04	\$395,717.03	\$0.00	\$889,282.97
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40 - TRANSPORTATION Total:	\$1,285,000.00	\$138,730.04	\$395,717.03	\$0.00	\$889,282.97
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# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
51 - IMRF					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$2,442.00	\$342.93	\$1,404.79	\$442.02	\$595.19
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$5,499.00	\$461.94	\$1,616.79	\$7,949.20	(\$4,066.99)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$45,056.00	\$2,785.91	\$9,433.77	\$21,110.28	\$14,511.95
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,110.00	\$0.00	\$0.00	\$857.64	\$252.36
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$0.00	\$0.00	\$351.84	\$0.00	(\$351.84)
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$0.00	\$32.40	\$32.40	\$69.94	(\$102.34)
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$21,207.00	\$1,516.04	\$6,009.45	\$11,974.18	\$3,223.37
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$2,442.00	\$4.91	\$4.91	\$3.27	\$2,433.82
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$6,572.00	\$555.56	\$3,055.58	\$4,115.94	(\$599.52)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,975.00	\$166.90	\$917.95	\$1,236.49	(\$179.44)
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$16,893.00	\$1,512.34	\$7,886.45	\$11,195.67	(\$2,189.12)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$24,424.00	\$2,060.14	\$11,291.57	\$15,262.78	(\$2,130.35)
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$56,557.00	\$4,640.10	\$25,224.62	\$31,783.22	(\$450.84)
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$25,276.00	\$2,252.21	\$8,784.06	\$16,212.00	\$279.94
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$10,461.00	\$884.42	\$4,864.31	\$6,552.31	(\$955.62)
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$38,260.00	\$3,332.62	\$16,895.17	\$22,644.78	(\$1,279.95)
<b>51 - IMRF Total:</b>	<b>\$258,174.00</b>	<b>\$20,548.42</b>	<b>\$97,773.66</b>	<b>\$151,409.72</b>	<b>\$8,990.62</b>

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
52 - SOCIAL SECURITY AND MEDICARE					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$119,761.00	\$8,814.64	\$30,696.37	\$73,643.42	\$15,421.21
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,242.00	\$330.20	\$1,214.34	\$5,025.73	\$1.93
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$43,684.00	\$2,404.60	\$8,404.64	\$19,993.56	\$15,285.80
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$8,262.00	\$601.46	\$2,122.68	\$5,731.95	\$407.37
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,925.00	\$3.46	\$8.65	\$1,217.67	\$698.68
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$607.00	\$0.00	\$785.10	\$0.00	(\$178.10)
1650 - GIFTED PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,561.00	\$342.48	\$1,207.91	\$3,262.29	\$90.80
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,707.00	\$716.53	\$2,480.06	\$6,601.96	\$624.98
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$5,693.00	\$428.54	\$1,504.85	\$4,075.65	\$112.50
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$14,620.00	\$848.02	\$3,461.00	\$6,723.60	\$4,435.40
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,270.00	\$179.60	\$636.59	\$1,712.21	(\$78.80)
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$4,081.00	\$274.06	\$970.66	\$2,614.16	\$496.18
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$7,062.00	\$570.83	\$1,559.63	\$609.22	\$4,893.15
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$9,943.00	\$677.20	\$3,847.63	\$5,035.76	\$1,059.61
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,822.00	\$283.21	\$996.81	\$2,694.86	\$130.33
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$3,914.00	\$305.20	\$1,676.53	\$2,286.93	(\$49.46)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$3,162.00	\$233.38	\$1,288.48	\$1,754.84	\$118.68
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,200.00	\$1,396.01	\$8,257.38	\$10,465.31	\$1,477.31
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,654.00	\$203.32	\$1,118.64	\$1,524.12	\$11.24
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$16,833.00	\$1,175.36	\$6,498.13	\$8,872.78	\$1,462.09
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$38,982.00	\$2,780.36	\$15,171.04	\$19,283.05	\$4,527.91
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$18,011.00	\$1,319.89	\$5,207.38	\$9,046.48	\$3,757.14
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,210.00	\$554.58	\$3,050.19	\$4,159.34	\$0.47
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$28,004.00	\$2,107.26	\$10,460.70	\$14,696.24	\$2,847.06
52 - SOCIAL SECURITY AND MEDICARE Total:	\$381,210.00	\$26,550.19	\$112,625.39	\$211,031.13	\$57,553.48

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022 Range To Date Year To Date Encumbrance Budget Balance

60 - CAPITAL PROJECTS

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
300 - PURCHASED SERVICES	\$123,076.00	\$305.54	\$34,671.98	\$0.00	\$88,404.02
500 - CAPITAL OUTLAY	\$1,165,358.00	\$22,412.40	\$384,428.02	\$0.00	\$780,929.98
60 - CAPITAL PROJECTS Total:	\$1,288,434.00	\$22,717.94	\$419,100.00	\$0.00	\$869,334.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance  Include Inactive Accounts  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022 Range To Date Year To Date Encumbrance Budget Balance

80 - TORT IMMUNITY

0 - EXPENDITURES

2362 - WORKERS COMPENSATION INSURANCE

300 - PURCHASED SERVICES	\$94,000.00	\$0.00	\$0.00	\$0.00	\$94,000.00
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2366 - JUDGMENTS/SETTLEMENTS

600 - OTHER OBJECTS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
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2371 - PROPERTY INSURANCE

300 - PURCHASED SERVICES	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00
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80 - TORT IMMUNITY Total:	\$199,000.00	\$0.00	\$0.00	\$0.00	\$199,000.00
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**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

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

Account Type: EXPENDITURE

Print accounts with zero balance     
  Include Inactive Accounts     
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2022    Range To Date    Year To Date    Encumbrance    Budget Balance

90 - FIRE PREVENTION & SAFETY

    0 - EXPENDITURES

        2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES	\$51,610.00	\$0.00	\$34,177.37	\$0.00	\$17,432.63
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        2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY	\$2,137,023.00	\$0.00	\$1,717,693.05	\$0.00	\$419,329.95
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90 - FIRE PREVENTION & SAFETY Total:	\$2,188,633.00	\$0.00	\$1,751,870.42	\$0.00	\$436,762.58
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:11/1/2021 To Date:11/30/2021

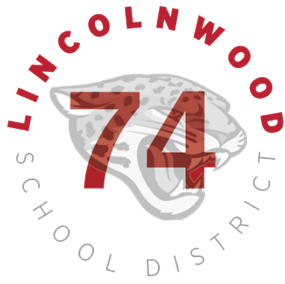
Account Mask: ??????????????????

Account Type: EXPENDITURE

- Print accounts with zero balance
  Include Inactive Accounts
  Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
Grand Total:	\$32,471,248.00	\$2,757,235.40	\$10,643,491.73	\$12,471,977.24	\$9,355,779.03

End of Report



Executive Summary  
Finance Committee Meeting

DATE: January 20, 2022

TOPIC: 2022-23 School Fees

PREPARED BY: Courtney Whited

**Recommended for:**

- Action
- Discussion
- Information

**Purpose/Background:**

To recommend no changes to the School Fees for the 2022-23 fiscal year.

Description	2019-20 Fees	2020-21 Fees	2021-22 Fees	2022-23 Proposed
K-5 Registration	\$145	\$160	\$160	\$160
Gr. 6-8 Registration	\$245	\$260	\$260	\$260
Graduation	\$40	\$40	\$40	\$40
Registration for Child #4 and Beyond in Family	\$0	\$0	\$0	\$0
Pre-K Tuition	\$3,000	\$3,200	\$3,200	\$3,200
Bus Fees	\$0	\$0	\$0	\$0
Lunch Program	\$2.50 per meal	\$2.50 per meal	\$2.50 per meal	\$2.50 per meal

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the 2022-23 School Fee Schedule, as presented.



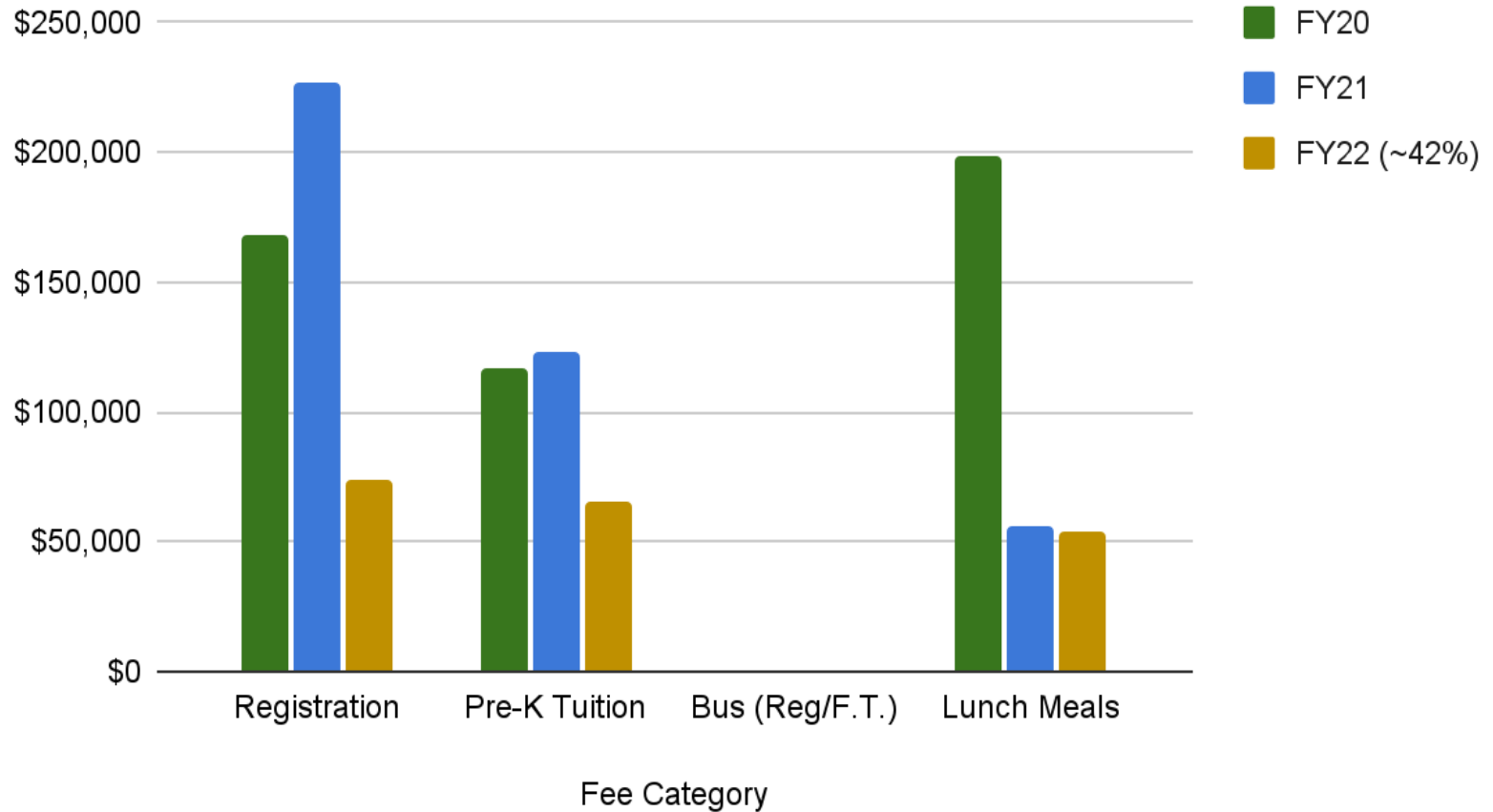
# SD74 School Fees

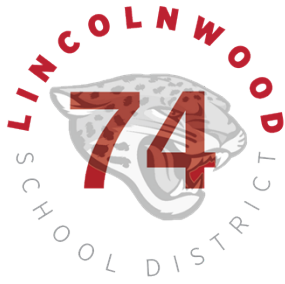
## 2022-23 DRAFT

# Registration Fee Revenue FY20, FY21, FY22 (5 mos.)

<b>Fee Category</b>	<b>FY20</b>	<b>FY21</b>	<b>FY22 (5 mos.)</b>
<b>Registration</b>	\$168,620	\$226,462	\$73,411
<b>Pre-K Tuition</b>	\$116,842	\$123,435	\$65,036
<b>Bus (Reg/F.T.)</b>	\$0	\$0	\$0
<b>Lunch Meals</b>	\$198,949	\$55,872	\$54,297
<b>Total</b>	<b>\$484,411</b>	<b>\$405,769</b>	<b>\$192,744</b>

# Fees Collected FY20-FY22





## Executive Summary Finance Committee Meeting

DATE: January 20, 2022

TOPIC: Public Act 102-0519 2021 Prior Year Levy Adjustment

PREPARED BY: Courtney Whited

### Recommended for:

- Action
- Discussion
- Information

### Purpose/Background:

At the June 10, 2021 meeting, the Finance Committee received an update pertaining to Senate Bill 508. In August 2021, it became Public-Act 102-0519 which allows taxing districts to recoup funds lost due to refunds from assessment reductions granted in the prior 12-month period. It takes effect whenever there is an assessment decrease due to certificates of error, a court order in a tax objection complaint (TOC), or a final decision of the Property Tax Appeal Board (PTAB).

Lincolnwood School District 74 is scheduled to receive \$427,387 during the upcoming 2021 real estate collections. This amount will be included in the Total Non-Capped Rate and Extension and in the Total Final Rate and Grand Total Extension. These amounts will not be displayed as a separate line item on the 2021 property tax bills. Any taxing district which wishes to abate, reduce, or remove this Levy Adjustment fund from their 2021 tax rate calculation may adopt a levy abatement resolution.

Legal counsel recommends viewing the refunds from assessment appeals under PA 102-0519 as found money that can offset some losses on past appeals and pending rate objections. Therefore, the recommendation is to not submit a resolution for abatement. Please see the table below for recent tax collection and refund data.

**Lincolnwood School District 74**  
**Agency Tax Year Collection Distribution Report Data from Cook County Treasurer's Office**  
**As of January 7, 2022**

	2017	2018	2019	2020	Total Refunds
Gross Taxes Distributed	\$22,725,345	\$22,464,958	\$23,005,802	\$24,317,473	
General Refunds	-\$1,166,602	-\$254,655	-\$192,117	-\$160,559	-\$1,773,932
Illegal Rate Refunds	\$0	\$0	\$0	\$0	\$0
SP/PTAB Refunds	-\$255,093	-\$149,727	-\$22,883	\$0	-\$427,703
<b>Net Collections Distributed</b>	<b>\$21,303,650</b>	<b>\$22,060,576</b>	<b>\$22,790,802</b>	<b>\$24,156,914</b>	<b>-\$2,201,635</b>
	vs.	vs.	vs.	vs.	4-Yr. Avg. of
<b>Taxes Extended</b>	<b>\$21,818,223</b>	<b>\$22,486,866</b>	<b>\$23,344,013</b>	<b>\$25,099,402</b>	<b>-\$550,409</b>
	97.64%	98.10%	97.63%	96.24%	
Interest Earnings	\$3,562	\$5,032	\$2,885	\$312	
TIF Rebates	\$0	\$0	\$0	\$0	

**Fiscal Impact:**

Gain of \$427,387 or

Gain of \$0 if abated by April 1, 2022

**Recommendation:**

The Finance Committee concurs with the Administration to recommend to the Board of Education to accept the \$427,387 and will not file with the Cook County Clerk's Tax Extension Department a resolution to abate, adjust or remove this Levy Adjustment Fund.



## COOK COUNTY CLERK KAREN A. YARBROUGH

118 North Clark Street, Room 230, Chicago, Illinois 60602-1304

**November 22, 2021**

Dear Taxing District Officials,

Pursuant to Public Act 102-0519, which became law in August 2021, beginning with tax year 2021 a Prior Year Levy Adjustment amount will be included in the 2021 property tax rate calculation formula for each eligible taxing district.

Eligible taxing districts include districts subject to the Property Tax Extension Limitation Law (PTELL) aka the "Tax Cap Law". Home rule districts, Tax Increment Financing Districts, and Special Service Areas are not subject to PTELL and are therefore not eligible for this levy adjustment.

On November 15, 2021, the Cook County Treasurer's office provided the Cook County Clerk with the applicable aggregate refund amounts as defined in PA 102-0519, which were issued between November 1, 2020 and October 31, 2021. The Cook County Clerk's office will add these amounts as a line item to the 2021 Levy Edit Report and subsequent 2021 Agency Tax Rate Report for each eligible taxing district.

The Levy Adjustment amount which will be added for each taxing district is available in the enclosed spreadsheet, which is also available for download on the Clerk's website.

Cook County Clerk's website:

<https://www.cookcountyclerkil.gov/service/tax-extension-and-rates>

Direct link to spreadsheet:

<https://www.cookcountyclerkil.gov/file/12357>

These amounts are not subject to PTELL limitation, will not affect your Limiting Rate, and will not be included in the PTELL Extension Base for future tax years. These amounts will be included in the Total Non-Capped Rate and Extension and in the Total Final Rate and Grand Total Extension of each eligible taxing district.

These amounts will not be displayed as a separate line item on the 2021 property tax bills. Property tax revenue collected from these amounts will be included in the overall property tax distributions each eligible taxing district receives for tax year 2021.

Cedric Giles  
Chief Deputy Clerk

James Gleffe  
Deputy Chief of Staff  
- Labor Counsel

Scott Kozlov  
Chief Ethics Officer  
- Legal Counsel

Travis Richardson  
Chief Legal Counsel

John Mirkovic  
Deputy Clerk - Policy

Edmund Michalowski  
Deputy Clerk - Elections

Byron Steele  
Deputy Clerk -  
Vital Records

William Drobitsch  
Deputy Clerk -  
Recording Operations

Carolyn Wilhight  
Deputy Clerk -  
Real Estate & Tax Services

Carmen Triche-Colvin  
Deputy Clerk of the Board

Kevin McDermott  
Chief Technology Officer

Linda Gillie-Batchelor  
Deputy Clerk - Finance

Sally Daly  
Deputy Clerk -  
Communications

Timothy Curry  
Deputy Clerk - Security

Khang Trinh  
Legal Counsel -  
Recording Operations

Any taxing district which wishes to abate, reduce, or remove this Levy Adjustment fund from their 2021 tax rate calculation may adopt a levy abatement resolution.

Levy abatement resolutions should be filed with the Cook County Clerk's Tax Extension Department by April 1, 2022. Due to COVID-19 measures, Abatement resolutions should be mailed and/or emailed to:

Tax Extension Department  
Honorable Karen A. Yarbrough-Cook County Clerk  
118 N. Clark Street, Room 434  
Chicago, IL 60602  
[Tax.Extension@cookcountyil.gov](mailto:Tax.Extension@cookcountyil.gov)

Questions regarding how property tax revenue generated by this Levy Adjustment may be utilized by your taxing district should be directed to your district's legal counsel.

Sincerely,

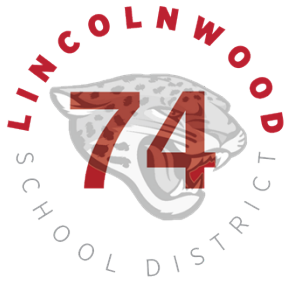
A handwritten signature in black ink, appearing to read "Karen A. Yarbrough". The signature is fluid and cursive, with the first name "Karen" being the most prominent part.

Hon. Karen A. Yarbrough  
Cook County Clerk

Enclosure.

## PA102-0519 2021 Prior Year Levy Adjustments: Lincolnwood and Niles Township School Districts

Agency	Agency Name	Adjustment Eligibility	2020 Rate	2020 Total Tax	Total SPO/PTAB Refunds	Total Certificate of Error Refunds	Aggregate Refunds	2021 Prior Year Levy Adjustment
040360000	SCHOOL DISTRICT 74	Eligible	3.402	25,104,576.70	-301,310.11	-126,076.40	-427,386.51	<b>427,387</b>
060290000	LINCOLNWOOD PUBLIC LIBRARY DISTRICT	Eligible	0.396	2,922,225.86	-35,445.14	-14,746.71	-50,191.85	<b>50,192</b>
030700000	VILLAGE OF LINCOLNWOOD	Not Eligible	0.830	6,127,425.92				
040280000	SCHOOL DISTRICT 67	Eligible	2.746	10,434,252.12	-53,173.44	-65,467.26	-118,640.70	<b>118,641</b>
040290000	SCHOOL DISTRICT 68	Eligible	2.743	29,824,165.81	-354,381.58	-134,003.34	-488,384.92	<b>488,385</b>
040300000	SCHOOL DISTRICT 69	Eligible	5.492	26,908,541.36	-338,148.15	-244,931.84	-583,079.99	<b>583,080</b>
040310000	SCHOOL DISTRICT 70	Eligible	3.410	12,887,743.94	-53,859.77	-107,276.09	-161,135.86	<b>161,136</b>
040320000	SCHOOL DISTRICT 71	Eligible	1.794	9,953,015.09	-222,422.07	-40,918.81	-263,340.88	<b>263,341</b>
040330000	SCHOOL DISTRICT 72	Eligible	2.023	11,228,448.34	-284,204.41	-38,319.89	-322,524.30	<b>322,524</b>
040340000	SCHOOL DISTRICT 73	Eligible	4.260	10,726,656.53	-135,158.55	-61,456.89	-196,615.44	<b>196,615</b>
040350000	SCHOOL DISTRICT 73 1/2	Eligible	4.992	17,725,313.80	-126,991.75	-135,133.04	-262,124.79	<b>262,125</b>
042200000	COMMUNITY HIGH SCHOOL 219	Eligible	3.029	145,233,648.67	-2,024,041.52	-828,031.41	-2,852,072.93	<b>2,852,073</b>



## Executive Summary Finance Committee Meeting

DATE: January 20, 2022

TOPIC: Post-Issuance Tax Compliance Reports

PREPARED BY: Courtney Whited

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Annually, the Compliance Officer of Lincolnwood School District 74 must provide the Board of Education with certain obligations under the Federal Tax and Securities laws related to the bonds. The Compliance Officer has reviewed the bond documents. The documents include Post-Issuance Compliance Checklists and the attached Post-Issuance Tax Compliance Reports. The District currently has four outstanding bond issues that require annual review. The bonds were issued in 2015, 2016, 2018 and 2021.

### **Fiscal Impact:**

There is no financial impact associated with providing these documents to the Board of Education.

### **Recommendation:**

The Finance Committee concurs with the Administration to recommend to the Board of Education to accept the findings contained in the Post-Issuance Tax Compliance Reports. Based upon the support of the Finance Committee, the Post-Issuance Tax Compliance Report will be placed on the Board of Education agenda for approval at the February 3, 2022 meeting.

POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT NUMBER 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")  
\$8,505,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,  
SERIES 2015 (THE "BONDS")

POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**POST-ISSUANCE TAX COMPLIANCE REPORT**

To: Board of Education of School District Number 74, Cook County, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record Keeping Policy (the "*Policy*") adopted by the Board of Education (the "*Board*") of School District Number 74, Cook County, Illinois (the "*District*"), on the 9th day of December, 2015, I have prepared a report reviewing the District's contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the District has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the District's compliance with such covenants and expectations.

(a) *Records*. I have in my possession all of the records required under the Policy.

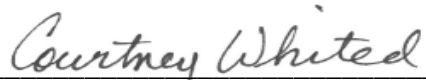
(b) *Arbitrage Rebate Liability*. I have reviewed the agreements of the District with respect to each issue of the Tax Advantaged Obligations. At this time, the District does not have any rebate liability to the U.S. Treasury.

(c) *Contract Review.* I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) *IRS Examinations or Inquiries.* The Internal Revenue Service (the “IRS”) has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 3<sup>rd</sup> day of February, 2022.

By   
Compliance Officer

POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")  
\$4,235,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,  
SERIES 2016 (THE "BONDS")

POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**POST-ISSUANCE TAX COMPLIANCE REPORT**

To: Board of Education of School District Number 74, Cook County, Illinois

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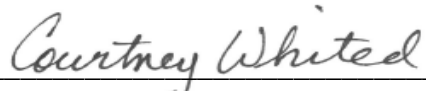
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Respectfully submitted this 3<sup>rd</sup> day of February, 2022.

By   
Compliance Officer

POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT NUMBER 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")  
\$5,910,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,  
SERIES 2018 (THE "BONDS")

POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**POST-ISSUANCE TAX COMPLIANCE REPORT**

To: Board of Education of School District Number 74, Cook County, Illinois

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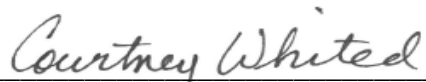
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Respectfully submitted this 3<sup>rd</sup> day of February 2022.

By   
Compliance Officer

POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT NUMBER 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")  
\$6,365,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,  
SERIES 2021 (THE "BONDS")

POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

**POST-ISSUANCE TAX COMPLIANCE REPORT**

To: Board of Education of School District Number 74, Cook County, Illinois

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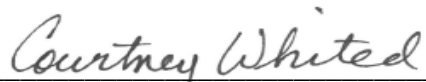
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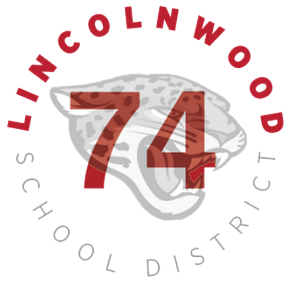
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Respectfully submitted this 3<sup>rd</sup> day of February 2022.

By   
Compliance Officer



## Executive Summary Finance Committee Meeting

---

DATE: January 20, 2022

TOPIC: Supplemental Savings Plan (SSP) from IL Teachers' Retirement System (TRS)

PREPARED BY: Courtney Whited

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

In 2018, an Illinois Pension Code amendment added a requirement that the Teachers Retirement System (TRS) provide an optional defined contribution benefit to all eligible members of TRS beginning in 2021. This is now known as the Supplemental Savings Plan (SSP). Last year, the Pension Code was further amended to explicitly state that TRS-covered employers must participate in the SSP through TRS. It also established automatic enrollment in the SSP and contribution amounts for new members on or as soon as possible after January 1, 2022, unless the new member opts out of enrollment. TRS has communicated it is not ready to implement the automatic enrollment provisions of the SSP. Until then, eligible members must opt-in to the SSP, if they wish to participate. Employee contributions would flow from the District directly to TRS where the SSP will be administered by Voya Financial.

Implementation of the SSP was delayed by TRS. In November 2021, TRS sent brochures to members stating that it was prepared to implement "opt-in" elections. Implementation of the "opt-out" part of the SSP is anticipated later this year. Eligible employees can begin to sign up for the SSP as soon as January 10, 2022, or as soon as their employers have formally agreed to offer the SSP. TRS announced that enrolled SSP participants will make their initial payroll contribution to the SSP on or after March 1, 2022.

In connection with the SSP, TRS-covered employers are responsible for the following:

- Employment Status Reporting: full- and part-time contractual teachers only
- Contribution Processing: enter into salary reduction agreements with participating employees and remit the elective deferrals to TRS
- Contribution Limit Monitoring: monitor 457(b) contribution limit as provided by the IRS

A resolution and Employer Participation Agreement should be adopted by the governing board as soon as possible to allow eligible employees to enroll in the SSP. Employers will also complete an Authorized Contact form.

**Fiscal Impact:**

None; extra time and tasks in Business Office/Payroll Department for reporting and reviewing

**Recommendation:**

The Finance Committee concurs with the Administration to recommend to the Board of Education to adopt the Teachers' Retirement System Supplemental Savings Plan Resolution and approve the corresponding Employer Participation Agreement.

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

**RESOLUTION RE: TRS SUPPLEMENT SAVINGS PLAN**

WHEREAS, the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the “Employer”) is a political subdivision of the State of Illinois, or an agency or instrumentality of the State of Illinois or of a political subdivision of the State of Illinois and thus, an eligible employer pursuant to Section 457(e)(1)(A) of the Internal Revenue Code of 1986;

WHEREAS, on behalf of certain of its employees, the Employer wishes to adopt the Teachers’ Retirement System of the State of Illinois Supplement Savings Plan (the “Supplemental Savings Plan”) by entering into an Employer Participation Agreement between the Teachers’ Retirement System of the State of Illinois (the “System”) and the Employer;

NOW, THEREFORE, BE IT RESOLVED that, effective February 3, 2022 the Employer shall enter into the Employer Participation Agreement, in substantially the same form as presented to the Board of the Employer, subject to the terms and conditions of the Supplemental Savings Plan.

RESOLVED, that the appropriate officers of the Employer (the “Authorized Officers”) be and hereby are authorized and directed to take any and all further action, including the execution and delivery of documents and instruments, as such Authorized Officers deem necessary or desirable in their sole discretion to effectuate fully and carry out the purposes of the foregoing resolutions and to ensure that the Employer performs all of its duties and responsibilities, as set forth in the Employer Participation Agreement and the Supplemental Savings Plan.

ADOPTED: This 3rd day of February, 2022, by the following roll call vote:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education  
Lincolnwood School District No. 74

\_\_\_\_\_  
Secretary, Board of Education  
Lincolnwood School District No. 74

**TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS**



2815 W Washington | PO Box 19253 | Springfield IL 62794-9253

R. Stanley Rupnik, Executive Director

employers@trsil.org | http://www.trsil.org

SUPPLEMENTAL SAVINGS PLAN 888-678-3675 | FAX: 217-753-0969

**Supplemental Savings Plan  
Employer Participation Agreement**

The undersigned employer (“Employer”) and the Teachers’ Retirement System of the State of Illinois (the “System”) agree to the participation of the Employer in the Teachers’ Retirement System of the State of Illinois Supplemental Savings Plan (the “Plan”). The Plan is sponsored and administered by the System and is intended to qualify as an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code (“Code”) that is a governmental plan under Code Section 414(d) and Section 3(33) of the Employee Retirement Income Security Act of 1974 (“ERISA”).

Complete this Participation Agreement only if the Employer is both an employer subject to Article 16 of the Illinois Pension Code and an eligible employer within the meaning of Code Section 457(e)(1)(A).

**Employer Information**

School District or Agency Name:	TRS Code:
Address:	Tax ID Number: _____ - _____

**Type of Adoption and Effective Date**

The Employer’s Plan document shall consist of this Employer Participation Agreement (“Participation Agreement”) and the Plan document, as amended from time to time. All capitalized terms in this Participation Agreement shall have the meaning set forth in the Plan document.

It is very important that this Participation Agreement be completed accurately to ensure consistency between the Plan and actual plan operation. The Employer may prospectively change the terms of its participation in the Plan at any time by completing a new Participation Agreement with the System.

This Participation Agreement is for the following purpose (*check and complete one only*):

- This is a new 457(b) deferred compensation plan adopted by the Employer for its Employees effective \_\_\_\_\_, 20\_\_\_\_ (*insert effective date of this Participation Agreement*).
- This is an amendment to be effective as of \_\_\_\_\_, \_\_\_\_\_ (*insert effective date of this amendment*) to the current Participation Agreement previously adopted by the Employer, which was originally effective \_\_\_\_\_, 20\_\_\_\_ (*insert effective date of the original Participation Agreement*).

**Custody of Assets**

Code Section 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries in a Trust pursuant to the terms of the Plan.

**Participation**

An Employee may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Contributions immediately upon commencement of employment with the Employer. “Employee” means an individual who is a teacher, as defined in Section 16-106 of the Illinois Pension Code, of an Employer and is a full-time or part-time contractual employee. An Employee does not include an individual who is a leased employee under Code Section 414(n)(2).

## Elective Deferrals

All Employees of the Employer shall be permitted to make Elective Deferrals to the Plan. Elective Deferrals include pre-tax contributions and Roth contributions. A Participant shall be 100% vested in his or her Elective Deferrals at all times. As further provided in the Administrative Information section of this Participation Agreement, the Employer is solely responsible for monitoring the limit on Elective Deferrals under this Plan and any other 457(b) plan in which the Employer's employees are eligible to participate to assure that contributions to this Plan do not exceed any applicable limits under the Code, including but not limited to Code Section 457(b).

## Discretionary Matching Contributions

1. The Employer shall (*check and complete one only*):

- a.  **Not** make Discretionary Matching Contributions.
- b.  Make Discretionary Matching Contributions.

*Note: Any Discretionary Matching Contribution will reduce, dollar for dollar, the Elective Deferrals that a participant can contribute.*

2. A Participant shall be 100% vested in his or her discretionary matching contributions at all times.

## Discretionary Nonelective Contributions

1. The Employer shall (*check and complete one only*):

- a.  **Not** make Discretionary Nonelective Contributions.
- b.  Make Discretionary Nonelective Contributions.

*Note: Any Discretionary Nonelective Contribution will reduce, dollar for dollar, the amount a participant can contribute.*

2. A Participant shall be 100% vested in his or her Discretionary Nonelective Contributions at all times.

## Administrative Information

In executing this Participation Agreement, the Employer agrees:

- that it is eligible to adopt the Plan, and that its governing body has adopted a resolution to approve the adoption of the Plan for its eligible employees, which resolution is available to the System upon request;
- to be bound by all terms of the Plan document, as applicable, the terms of this Participation Agreement, and the rules and regulations of the System, all as may be amended from time to time, and that no oral understanding not incorporated into this Participation Agreement is binding on any party;
- to provide any information reasonably requested by the System or a service provider from time to time to properly administer the Plan in accordance with its terms and applicable law;
- to allow the System and/or the service providers reasonable access to eligible employees to assist with enrollment in and administration of the Plan; to be solely responsible for the correction of any operational or compliance errors resulting from the Employer's failure to perform its responsibilities or provide accurate information to the System or a service provider, including by way of example and not limitation, to seek relief under the Employee Plans Compliance Resolution System, as determined and directed by the System;

52  
(continued)

- that all contributions to the Plan will be deposited in the [Teachers' Retirement System of the State of Illinois Supplemental Saving Plan Trust established by the System and the System's Custodial Bank] for the exclusive benefit of participants and beneficiaries, and that the Employer shall have no right to Trust assets;
- that participants in the Plan have the right to direct the investment of their accounts by choosing among the investment options selected by the System and offered under the Plan, and that any participant who does not provide timely investment direction will be deemed to have elected the Plan's default investment, as selected by the System;
- that participants will be charged fees for the investment and administration services provided by the System and the service providers, which will be offset against investment returns or deducted from participant accounts periodically; and
- that the Employer has consulted, to the extent necessary, with its own legal and tax advisors.

The Employer further agrees that it is responsible for the following areas of compliance:

- determining and monitoring employee eligibility in accordance with the terms of the Plan and the Participation Agreement;
- entering into salary reduction agreements with Employees and timely remitting all Elective Deferrals and Discretionary Employer Contributions, if any, to the Plan; and
- calculating and processing all participant Elective Deferrals, Discretionary Matching Contributions and Discretionary Nonelective Contributions in accordance with this Plan and the Code and to monitor compliance with respect to any of these contributions with the limits imposed by the Code, including Code Section 457 under this Plan and; any other Code Section 457(b) plan in which Employer's employees participate.

This Participation Agreement is duly executed on behalf of the Employer by the undersigned authorized signatories and shall be effective as indicated under Type of Adoption and Effective Date section.

**Employer's Authorized Signatories:**

Signature*:	Signature*:
Print:	Print:
Title:	Title:
Date:	Date:

*\* Handwritten signatures required. Electronic signatures are unacceptable currently.*

**Acceptance of Employer's participation in the Teachers' Retirement System of the State of Illinois Supplemental Savings Plan:**

Signature: 

Date: 02/04/2021

Executive Director

**TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS**



2815 W Washington | PO Box 19253 | Springfield IL 62794-9253

R. Stanley Rupnik, Executive Director

employers@trsil.org | http://www.trsil.org

SUPPLEMENTAL SAVINGS PLAN 888-678-3675 | FAX: 217-753-0969

**Appendix A  
Authorized Contact Form**

All official communications from the Employer to the System shall be directed to the attention of the following:

Teachers' Retirement System of the State of Illinois  
 Attention: Employer Services Department  
 2815 W. Washington, P.O. Box 19253, Springfield, IL 62794-9253  
 Telephone Number: (877) 927-5877  
 Email: **employerservices@trsil.org**

All official communications from the System to the Employer shall be directed to the attention of the following:

Employer:	Attention:
Address:	Telephone Number: ( )
FAX Number: ( )	Email:

The following individuals are authorized to represent and act on behalf of the Employer for all purposes related to the Employer's participation in the Teachers' Retirement System of the State of Illinois Supplemental Savings Plan.

Contact Name:	
Title:	
Telephone Number: ( )	Email Address:
Signature*	
Date	

Contact Name:	
Title:	
Telephone Number: ( )	Email Address:
Signature*	
Date	

Contact Name:	
Title:	
Telephone Number: ( )	Email Address:
Signature*	
Date	

Contact Name:	
Title:	
Telephone Number: ( )	Email Address:
Signature*	
Date	

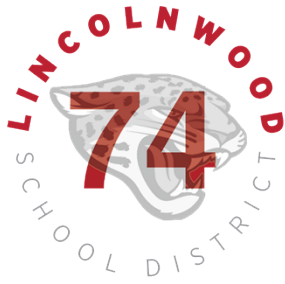
\* Handwritten signatures required. Electronic signatures are unacceptable currently.

The Employer agrees that the System is entitled to rely on this Appendix A, and shall be held harmless in doing so, until such time that the Employer submits a revised Appendix A to the System.

**The undersigned represents that he or she is an authorized representative of the Employer with authority to sign the Participation Agreement and this Appendix A on the Employer's behalf.**

Signature*:  	Date:  
Print Name:  	Title:  
Telephone Number: (      )	Email Address:  

*\* Handwritten signature required. Electronic signature is unacceptable currently.*



## Executive Summary Finance Committee Meeting

DATE: January 20, 2022

TOPIC: Property/Casualty Insurance Alternatives to Collective Liability Insurance Cooperative (CLIC) and  
Workers' Compensation Alternatives to Illinois Public Risk Fund (IPRF)

PREPARED BY: Courtney Whited

### Recommended for:

Action

- Discussion
- Information

### Purpose/Background:

As requested by the Finance Committee, the Administration explored property/casualty and workers' compensation insurance alternatives to the current providers, CLIC and IPRF. The District's Legal Counsel has not reviewed either insurance company's quote. These findings are presented in time to draft a reservation of rights letter to CLIC and/or IPRF, if the Committee deems it necessary.

### Fiscal Impact:

CLIC Property/Casualty	Annual Cost	Cost Change Over Prior Year	Percentage Change Over Prior Year
<b>2021-22</b>	\$95,427	+ \$20,256	+ 26.95 %
<b>2020-21</b>	\$75,171	+ \$10,637	+ 16.5 %
<b>2019-20</b>	\$64,534	+ \$4,443	+ 7.4 %
<b>2018-19</b>	\$60,091		

<b>IPRF Worker's Comp.</b>	<b>Annual Cost *Final Audited</b>	<b>Cost Change Over Prior Year</b>	<b>Percentage Change Over Prior Year</b>
<b>2021-22</b>	\$88,790 (Grant \$3,363)	+ \$8,270	+ 10.3%
<b>2020-21</b>	\$80,520* (Grant \$2,341)	+ \$10,183	+ 14.5%
<b>2019-20</b>	\$70,337* (Grant \$1,878)	- \$5,330	- 7.0%
<b>2018-19</b>	\$75,667* (Grant \$755)	- \$74,846	- 49.7%
<b>2017-18</b>	<b>\$150,513 CLIC</b>		

Assured Partners performed a relatively thorough exploration of carriers, as follows:

**Package Lines and Workers Compensation**

- Liberty - Quoted
- ICRMT - Quoted
- CNA - Declined
- Selective - Declined
- Utica - Postponed

**Workers Compensation ONLY**

- Accident Fund - Quoted
- Employers - Declined
- ICW - Declined
- Zenith - Quoted
- Hartford - Quoted
- Encova - Declined
- ICRMT - Quoted
- Liberty - Quoted
- Selective - Declined
- Utica – Declined

**Pollution – Both of these are wholesale brokers who approached multiple markets**

- Burns And Wilcox – not competitive
- Socius – Quoted

## **Student Accident**

ICRMT – Not competitive

Philadelphia - Quoted

QBE - Quoted

The CLIC/IPRF combined insurance cost for the District is currently \$180,854 after considering the \$3,363 IPRF safety grant. It is worthwhile to note the IPRF rate has not yet been audited. Oftentimes, a refund is issued due to the difference between the audited annual payroll and the estimated payroll. Assured Partners requested pricing estimates from several providers and received two responses for both packages and five responses for workers compensation insurance. One carrier noted that SD74 solicited pricing last year and declined to provide estimated figures this year.

Illinois Counties Risk Management Trust (ICRMT) estimated a total of \$209,266 which is almost \$30,000 more than SD74 currently pays for both coverage plans.

Liberty Mutual responded this year and last year. The total package estimate was \$171,391 which is subject to change as a July renewal date approaches. There is a potential savings estimated near \$9,500. However, if Liberty Mutual were to parse out the workers' compensation portion at \$52,523, the District may potentially experience a workers' compensation savings of nearly \$33,000.

If Liberty Mutual declines to parse out the workers' compensation coverage or does so but the rate greatly increases, Accident Fund is the next company in line offering significant workers' compensation savings at an estimated annual cost of \$68,394.

### **Recommendation:**

This summary and the attachments are for informational purposes. The Administration requests direction from the Finance Committee on any next steps.



**AssuredPartners**  
ILLINOIS

## **Lincolnwood School District 74**

**6950 N. East Prairie Rd.  
Lincolnwood, IL. 60712**

## **Premium Indication**

**Policy Term: July 1<sup>st</sup>, 2022 to July 1<sup>st</sup>, 2023**

**Presented By:**

**Steve Sturtecky  
Office 847-745-1780  
Cell 847-877-5137**

AssuredPartners of Illinois, LLC  
4350 Weaver Parkway  
Warrenville, IL. 60555

January 4, 2022

*This proposal is prepared for the confidential use of our clients. All rights reserved.*

*This proposal is for illustrative purposes only and does not amend, extend, or modify any policies described herein.  
For exact terms and conditions, please review the specific insurance contracts*



## Service Team

At AssuredPartners, we strive to serve you better by providing expert insurance counseling with a professional difference.

The following individuals are available to assist you with your day-to-day needs:

<b>Contact</b>	<b>Direct Dial</b>	<b>E-mail</b>
<b>Account Executives</b>		
Steve Sturtecky	847-745-1780	<a href="mailto:Steve.Sturtecky@assuredpartners.com">Steve.Sturtecky@assuredpartners.com</a>
<b>Account Manager</b>		
Colette Celaya	847-745-1764	<a href="mailto:Colette.Celaya@assuredpartners.com">Colette.Celaya@assuredpartners.com</a>
<b>Administrative Assistant</b>		
Becky Kosiek	847-745-1857	<a href="mailto:Becky.Kosiek@assuredpartners.com">Becky.Kosiek@assuredpartners.com</a>
<b>Bond Manager</b>		
Cathie Demitropoulos	630-544-3766	<a href="mailto:Cathie.Demotropoulos@assuredpartners.com">Cathie.Demotropoulos@assuredpartners.com</a>
<b>Claims Manager</b>		
Josh Polak	630-544-3761	<a href="mailto:joshua.polak@assuredpartners.com">joshua.polak@assuredpartners.com</a>
<b>Certificates of Insurance</b>		
Certificate Team	630-355-2077	<a href="mailto:certs.apil@assuredpartners.com">certs.apil@assuredpartners.com</a>



**General Information**

Named Insured: Lincolnwood School District 74  
6950 N. East Prairie Rd.  
Lincolnwood, IL. 60712

Locations:  
6950 N. East Prairie Rd.  
Lincolnwood, IL. 60712

6970 N. East Prairie Rd.  
Lincolnwood, IL. 60712

6976 N. East Prairie Rd.  
Lincolnwood, IL. 60712

6984 N. East Prairie Rd.  
Lincolnwood, IL. 60712

3925 W. Lunt Ave.  
Lincolnwood, IL. 60712

6850 N. East Prairie Rd.  
Lincolnwood, IL. 60712

6855 N. Crawford Ave.  
Lincolnwood, IL. 60712



**Commercial Auto**

	<b>Liberty Mutual</b>	<b>ICRMT</b>
Auto Liability	\$1,000,000	\$1,000,000
Medical Payments		
Per Person	\$5,000	\$5,000
Each Occurrence	N/A	\$25,000
Uninsured Motorist	\$1,000,000	\$100,000
Underinsured Motorist	\$1,000,000	\$100,000
Auto Physical Damage		
Total Scheduled Value	ACV	\$25,627
Vehicle	2014 Ford F-150 #5250	2014 Ford F-150 #5250
Comprehensive Deductible	\$500	\$1,000
Collision Deductible	\$500	\$1,000



**General Liability**

	<b>Liberty Mutual</b>	<b>ICRMT</b>
Each Occurrence	\$1,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$3,000,000
Products Completed Operation Aggregate	\$2,000,000	\$1,000,000
Personal & Advertising	\$1,000,000	\$1,000,000
Medical Payments (any one person)	\$5,000	\$5,000 each person / \$50,000 each occurrence
Damage to Premises Rented	\$100,000	N/A
Deductible Each Occurrence	N/A	N/A
Employee Benefits Liability (per occurrence)	\$1,000,000	\$1,000,000
Employee Benefits Liability (aggregate)	\$3,000,000	\$1,000,000
Employee Benefits Retro date	TBD	TBD
Sexual Abuse Liability	\$1,000,000	\$1,000,000
Deductible	\$2,500	\$2,500

**Cyber Liability**

	<b>Liberty Mutual</b>	<b>ICRMT</b>
Each Occurrence	\$2,000,000	Not Quoted
General Aggregate	\$2,000,000	
Deductible	\$10,000	

**Violent Event Response**

	<b>Liberty Mutual</b>	<b>ICRMT</b>
Per Event	\$1,000,000	\$500,000
Annual Aggregate Limit	\$1,000,000	\$500,000
Each Person Limit	\$25,000	\$25,000
Deductible	N/A	N/A



**School Leaders Errors Omissions**

	<b>Liberty Mutual</b>	<b>ICRMT</b>
Each Occurrence	\$1,000,000	\$1,000,000
Annual Aggregate	\$1,000,000	\$1,000,000
Employment Practices	Inc.	Inc.
Deductible	\$10,000	\$2,500
Coverages Included		
Employee Wage Reimbursement	Included	\$10,000 / \$20,000
Non-Monetary Legal Defense	\$1,000,000	\$50,000 / \$50,000
Deductible	\$10,000	\$2,500
Sexual Harassment	Inc.	Inc.
Discrimination	Inc.	Inc.
Wrongful Termination	Inc.	Inc.
FOIA/Open Meetings	Inc.	Inc.



**Property**

	<b>Liberty Mutual</b>	<b>ICRMT</b>
Building Value	\$89,455,559 Blanket	\$78,843,277
Business Personal Property	Incl. in Blanket	\$4,181,214
Deductible	\$5,000	\$5,000
Loss of Business Income/Rents	\$1,000,000	\$1,000,000
Equipment Breakdown	\$89,455,559	\$83,024,491
Deductible	\$5,000	\$5,000
Deductible Wind/Hail	\$50,000	\$50,000 or 5% of Damaged Loc
In the Course of Construction	\$2,500,000	\$1,000,000
Additional Coverage		
Earthquake	\$5,000,000	\$5,000,000
	\$50,000 Deductible	\$50,000 Deductible
Flood	\$5,000,000	\$5,000,000
	\$50,000 Deductible	\$50,000 Deductible or 5% of Damaged Loc

**Inland Marine**

	<b>Liberty Mutual</b> (Included in Property Blanket Limit)	<b>ICRMT</b>
EDP Equipment / Media	\$1,380,539	\$1,380,539
EDP Extra Exp	\$20,000	\$20,000
Audio Video Equipment	\$248,181	\$248,181
Fine Arts	\$20,000	\$1,000,000
Musical Instruments	\$30,000	\$500,000
Mobile Equipment	\$83,725	\$83,725
Deductible	\$500	\$1,000



**Crime**

	<b>Liberty Mutual</b>	<b>ICRMT</b>
Blanket Employee Dishonesty	\$1,000,000	\$500,000
Money & Securities	\$1,000,000 Inside	\$500,000 Inside
	\$1,000,000 Outside	\$500,000 Outside
Deposits Forgery or Alteration	\$1,000,000	\$500,000
Computer & Funds Transfer Fraud	\$1,000,000	\$500,000
Deductible	\$1,000	\$1,000

**Excess Liability**

	<b>Liberty Mutual</b>	<b>ICRMT</b>
Occurrence Limit	\$10,000,000	\$10,000,000
Aggregate Limit	\$10,000,000	\$10,000,000
Products-Completed Operations Aggregate	\$10,000,000	\$10,000,000
Self-Insured Retention – Each Occurrence	\$10,000	\$10,000
		Employers Liability Excluded



**Worker Compensation Coverage**

Workers Compensation: **Statutory Illinois Workers Compensation Benefits**

Employers Liability:       **\$1,000,000 Each Accident/\$1,000,000 Disease-Pol. Limit**  
  **\$1,000,000 Disease- Each Employee (unless noted\*)**

Code	Classification	Liberty	Accident Fund	Zenith	Hartford	ICRMT \$2,500,000 EL Limit*
8868	Schools-Prof. Empl.	\$12,750,000	\$12,750,000	\$12,750,000	\$12,750,000	\$12,750,000
9101	Schools - All Other	\$1,125,000	\$1,125,000	\$1,125,000	\$1,125,000	\$1,125,000
7380	Drivers	\$0	\$0	\$0	\$0	\$0
	<b>Total Annual Premium</b>	\$52,523	\$68,394	\$71,628	\$71,734	\$102,947

**Advantages of the Selected School Association Available through Accident Fund**

- Accident Fund Insurance Company of America is an “*Excellent*” rated company by A.M. Best.
- Your costs are guaranteed with Accident Fund and may be reduced with a dividend.
- Accident Fund has a financial stability of a \$750 million surplus insurance company; they are number 15 in the United States.
- No charge for loss control visits, and on-line loss control library resources available.
- No charge for administrative costs, claims service or broker fees.
- Annual Contract; no 3-year minimum commitment.
- **New for 2021 TeleCompCare**

TeleCompCare is Accident Fund’s solution to Nurse Triage. This solution will over time provide faster more focused levels of care to injured workers. Ultimately, lowering costs.



**Student Accident**

	<b>Philadelphia</b>	<b>QBE</b>
<b><u>Base Plan</u></b>		
Accidental Medical Expense	\$25,000 (per PTP/Acc)	\$25,000 (per PTP/Acc)
Aggregate Limit	No Aggregate	\$750,000
Benefit Amount	100% of U & C	100% of U & C
Accidental Dental Expense	Included in Medical	Included in Medical
Deductible	\$0	\$0
Deductible Type	None	None
Benefit Period	2 Years	2 Years
Plan Type	Full Excess	Full Excess
Accidental Death	\$25,000	\$10,000
Accidental Dismemberment	Up to \$50,000 per Schedule	\$20,000
Accidental Paralysis	\$50,000	\$10,000
AD&D and Paralysis Aggregate	\$500,000	\$750,000
Premium	\$4,808	\$4,501
<b><u>Catastrophic Policy</u></b>		
Accidental Medical Expense	\$5,000,000 (per PTP/Acc)	\$5,000,000 (per PTP/Acc)
Aggregate Limit	No Aggregate	No Aggregate
Benefit Amount	100% of U & C	100% of U & C
Accidental Dental Expense	Included in Medical	Included in Medical
Deductible	\$25,000	\$25,000
Deductible Type	Disappearing	Disappearing
Deductible Satisfaction Period	2 Years	2 Years
Benefit Period	10 Years	10 Years
Plan Type	Full Excess	Full Excess
Accidental Death	\$10,000	\$10,000
Accidental Dismemberment	Up to \$10,000 per Schedule	Up to \$10,000 per Sched
Accidental Paralysis	\$0	\$0
AD&D and Paralysis Aggregate	\$500,000	\$500,000
<b>Cash Benefits Endorsement</b>		
Initial Payment	\$100,000	NA
Annual Payment	\$40,000	NA
Max Number of Annual Payments	10	NA
Paralysis must occur within	180 days	NA
Paralysis must continue for	180 days	NA
Coma must begin within	180 days	NA
Coma must continue for	180 days	NA
Brain Death must occur within	180 days	NA
Premium	\$747	\$1,070



**Pollution**

	<b>Beazley Syndicates</b>
Covered Location Pollution Liability Per Pollution Condition Limit	\$1,000,000
Covered Location Pollution Liability Aggregate Limit	\$1,000,000
Deductible	\$10,000 Each Condition
New Pollution Condition (Third-Party Trigger)	Yes
New Pollution Condition (Discovery Trigger)	Yes
Existing Pollution Condition (Third-Party Trigger)	Yes
Existing Pollution Condition (Discovery Trigger)	Yes
Transportation Pollution Liability Coverage	Yes
Non-Owned Disposal Site	Yes
Multiyear Options Available for Premium Savings	Yes
Higher Optional Deductibles for Premium Savings	Yes
Premium Including Taxes and Fees	\$7,920



**Premium Summary and Options**

	<b>Liberty Mutual 2022-2023</b>	<b>ICRMT 2022-2023</b>
Commercial Auto	\$3,500	Included
General Liability	\$13,540	Included
School Leaders E&O	\$10,464	Included
Property	\$60,127	Included
Inland Marine	Included	Included
Crime	\$3,814	Included
Excess	\$13,848	Included
<b>Package Lines Subtotal</b>	<b>\$105,293</b>	<b>\$92,844</b>
Workers Compensation	\$52,623	\$102,947
<b>Subtotal</b>	<b>\$157,916</b>	<b>\$195,791</b>
Student Accident (Philadelphia Ins)		
Base Plan	\$4,808	\$4,808
Catastrophic	\$747	\$747
Pollution ( Beazley)	\$7,920	\$7,920
<b>TOTAL</b>	<b>\$171,391</b>	<b>\$209,266</b>

**Notes**

1. Liberty Mutual will offer package lines without workers compensation
2. Liberty Mutual may offer workers compensation without package lines
3. ICRMT is a pooling program it is accessible and requires advanced notice to leave
4. ICRMT can separate the package lines from the workers compensation offering either on a standalone basis
5. All other carriers offering indications are available on a standalone basis. Workers Compensation offerings do not require other lines except with Liberty, although they may consider.
6. All carriers have offered indications. Pricing is not guaranteed. Updated loss information would need to be reviewed prior to binding.
7. Every effort has been made to include all request coverages
8. Selective insurance company declined to offer a proposal
9. Utica National has deferred offering a proposal at this time. One may become available closer to your renewal.

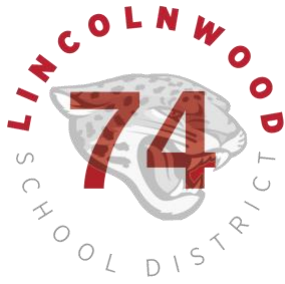


## **Compensation Disclosure**

AssuredPartners agencies typically receive compensation in the form of commissions paid as a percentage of the premiums due the applicable insurance companies. In other cases, and depending on various State laws and the capacity in which our agency is acting, our agencies may receive other forms of compensation, such as contingents, overrides, profit-sharing, premium finance fees, expense reimbursements, producer subsidies, award trips and the like. We also earn interest on premiums we hold until it is time to pay the applicable insurance companies.

Our overriding desire is to provide great customer service, having you, the customer, believe we have earned our compensation. We believe in full disclosure of our compensation. Accordingly, if you have any questions about the compensation we receive from your policies (including policies we propose to you), please just ask your account representative, who will gladly provide you a summary of our compensation arising from your policies (some estimation may be necessary, for example where contingents are involved).

We thank you for the opportunity to serve and appreciate your interest



## Executive Summary Finance Committee Meeting

DATE: January 20, 2022

TOPIC: Varsity Tutors for Schools, LLC

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The Administrative team continues to evaluate student academic performance, and based upon that analysis, find ways to support student learning. Recently, each school implemented drop-in math tutoring services either before or after school for students to get extra help or work on developing skills in growth areas. In addition to the on-campus tutoring services, the District would like to use Elementary and Secondary School Emergency Relief (ESSER) III funds to pursue a partnership with Varsity Tutors, LLC. The vendor provides online, on-demand tutoring services in a wide variety of subject areas and grade levels.

If approved, the partnership would start with a trial at Lincoln Hall for 50 students who would be invited to take advantage of a “bank” of 12 tutoring hours that the District would fund. The District would identify students and set up an introduction communication. From there, families will create accounts and schedule tutoring sessions. A dashboard will allow the District to see who is using the services and teachers can get information about the types of activities students are completing to address gap areas through another portal.

The Administrative team will evaluate the efficacy of the program to determine if expansion to other schools is warranted.

District Legal Counsel reviewed the Terms and authored an Amendment addressing several issues including automatic renewal, jurisdiction over litigation, and the Student Online Personal Protection Act (SOPPA). The vendor agreed to the terms covered in the Amendment.

**Fiscal Impact:**

\$36,000

The District will use ESSER III grant dollars to fund a "bank" of 12 hours for each student recommended. Twenty-percent of the funds associated with the ESSER III grant must be set aside to address issues of learning loss related to the COVID-19 pandemic.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve this contract from Varsity Tutors, LLC for online tutoring services in the amount of \$36,000 from December 1, 2021 - May 31, 2022.

## **AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND VARSITY TUTORS**

This Amendment is entered into as of February 3, 2022, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Varsity Tutors for Schools LLC (“Varsity Tutors”) pursuant to the Order Form dated November 3, 2021, and the Terms for Education Offerings attached thereto (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. Varsity Tutors shall not materially modify or amend the Agreement 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 Varsity Tutors prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Varsity Tutors 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 Varsity Tutors 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, Varsity Tutors shall also maintain all student data obtained from the School District, or from parents of School District students, 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, Varsity Tutors 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 Varsity Tutors pursuant to this Agreement may include:

- i. Information created by or provided to Varsity Tutors 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 Varsity Tutors by an employee or agent of School District for school purposes; or
  - iii. Information gathered by Varsity Tutors 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, first and last name, home address, electronic mail address, test results, grades, photos, or voice recordings.
- b. The products or services being provided to School District or its students by Varsity Tutors are as described in the documents that comprise this Agreement.
- c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Varsity Tutors 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 of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, School Data (as defined in the Agreement) is attributed to Varsity Tutors under SOPPA (a "Breach"), any and all costs and expenses incurred by School District in investigating and remediating the Breach will be allocated to Varsity Tutors to the extent required by law, 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. Varsity Tutors 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 Varsity Tutors, and any damages limitations in the Agreement shall not apply to School District in this regard.
- e. Varsity Tutors 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. Varsity Tutors 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, Varsity Tutors shall notify the Superintendent of Schools of any Breach of the students' SOPPA-covered information.
- h. Varsity Tutors shall provide to School District a list of any third parties or affiliates to whom Varsity Tutors 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. School District understands and agrees that Varsity Tutors may disclose School Data to its contractors that provide services to Varsity Tutors, including: Amazon Web Services, Inc., Vonage Holdings Corp., Zoom Video Communications, Inc., Twilio Inc., Genesys Telecommunications Laboratories, Inc., Pusher Ltd., and expert independent contractors providing offerings through the platform.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Varsity Tutors 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.

SIGNATURE PAGE FOLLOWS.

**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**

**VARSITY TUTORS FOR SCHOOLS LLC**

By: \_\_\_\_\_

By: Christopher C Swenson

Its: \_\_\_\_\_

Its: Christopher C. Swenson

Date: \_\_\_\_\_

Date: 01 / 06 / 2022

<b>TITLE</b>	Lincolnwood SD74 - 2021 Amendment (final)
<b>FILE NAME</b>	Lincolnwood SD74 ...dment (final).pdf
<b>DOCUMENT ID</b>	7e42e63a2bc52d8ce3038a20e65abb7d6fbb6c35
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**01 / 06 / 2022**

15:18:27 UTC

Sent for signature to Christopher C. Swenson  
(chris.swenson@varsitytutors.com) from  
corporate@varsitytutors.com  
IP: 63.234.27.42



VIEWED

**01 / 06 / 2022**

15:38:14 UTC

Viewed by Christopher C. Swenson  
(chris.swenson@varsitytutors.com)  
IP: 35.129.197.104



SIGNED

**01 / 06 / 2022**

15:38:23 UTC

Signed by Christopher C. Swenson  
(chris.swenson@varsitytutors.com)  
IP: 35.129.197.104



COMPLETED

**01 / 06 / 2022**

15:38:23 UTC

The document has been completed.



**Varsity Tutors for Schools LLC**  
 101 S. Hanley Rd  
 Suite 300  
 St. Louis, MO 63105

## ORDER FORM

**Effective Date:** January 7, 2022

CUSTOMER INFORMATION	BILLING INFORMATION
<b>Customer:</b> Lincolnwood School District 74  <b>Address:</b> 6950 N East Prairie Rd Lincolnwood, IL, 60712	<b>Contact Name:</b> David Russo <b>Billing Address:</b> 6950 N East Prairie Rd Lincolnwood, IL, 60712  <b>Email Address:</b> <a href="mailto:drusso@sd74.org">drusso@sd74.org</a> <b>Phone Number:</b> (847) 675-8234 <b>Purchase Order Required:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

OFFERING	TOTAL HOURS	LEARNERS	PRICE	TOTAL	ADDITIONAL HOURS
K-12 1:1 TUTORING	600	50	\$60 / hour	\$36,000	\$60 / hour

PAYMENT TERMS
Payment is due 30 days after signature.

ADDITIONAL TERMS
<b>Initial Term:</b> February 1, 2022 – May 31, 2022  <b>Additional Hours:</b> Additional hours may be purchased during the Initial Term at Customer's request through an additional Order Form at the rates provided above.  This Order Form is entered into by and between the Customer, identified above, and Varsity Tutors for Schools LLC, a Missouri limited liability company ("Varsity") as of the Effective Date. This Order Form will only be valid and binding upon execution by both parties. The Terms for Education Offerings attached hereto constitute a part of this Order Form and are incorporated herein.

ACCEPTED & AGREED	
Customer	Varsity Tutors for Schools LLC
Signature:	Signature: <i>Christopher C Swenson</i>
Name:	Name: Christopher C. Swenson
Title:	Title: Chief Legal Officer
Date:	Date 01 / 07 / 2022

## Terms for Education Offerings

**IMPORTANT - PLEASE READ CAREFULLY.** THESE TERMS FOR EDUCATION OFFERINGS (“**TERMS**”) CREATE A BINDING LEGAL AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU CANNOT USE THE SERVICES (AS DEFINED BELOW) AND YOU SHOULD NOT ACCEPT OR EXECUTE AN ORDER FORM OR ANY OTHER AGREEMENT THAT INCORPORATES THESE TERMS.

If you are accepting these Terms on behalf of a School, you represent that (i) you are capable of entering into binding contracts, and (ii) you have the right, authority, and capacity to enter into these Terms on behalf of the School.

**PLEASE NOTE:** THESE TERMS LIMIT OUR LIABILITY IN SECTION 11, BELOW.

### 1. Definitions.

“**Administrators**” means the users authorized by School to access the administrator accounts that will manage the Education Offerings on behalf of School.

“**Education Offerings**” means the tutoring services, courses, and other offerings provided by Professionals to School through use of the Platform.

“**End Users**” means Administrators and Learners.

“**Initial Term**” means the initial term for the Services as specified in the Order Form.

“**Learners**” means the learners and students authorized by School to use the Platform to receive Education Offerings.

“**Order Form**” means an order form or other agreement for Education Offerings executed by School and Varsity which incorporates these Terms.

“**Platform**” means Varsity’s platform, websites, applications, and other services provided by Varsity in connection with the Education Offerings.

“**Professionals**” means the tutors, instructors, experts, educators, and other professionals providing Education Offerings to Learners through use of the Platform.

“**School**” means the entity or individual that has accepted these Terms in order to receive Education Offerings.

“**School Data**” means all personal data of Learners that, alone or in combination, is linked or is linkable to a specific Learner.

“**School Materials**” means the materials and content provided or transmitted through the Platform by School and its End Users.

“**Varsity**” means Varsity Tutors for Schools LLC, a Missouri limited liability company with offices at 101 South Hanley Road, Suite 300, St. Louis, MO 63105.

### 2. The Services.

Varsity facilitates the connection between Professionals and Learners through a variety of Education Offerings on a curated Platform as further described herein. These Terms govern the use of the Platform and the Education Offerings (collectively, the “**Services**”) by School and its End Users pursuant to an Order Form. During the Initial Term, Varsity shall provision the Services in accordance with the Order Form and these Terms. In the event of any conflict or inconsistency between these Terms and an Order Form, the Order Form shall control.

Each Order Form shall include, as applicable, a description of the Education Offerings, the number of Learners authorized to use the Services, the prices for the Education Offerings, and the fees payable by School for the Education Offerings (the “**Service Fee**”). School shall be responsible for its allocation of the Education Offerings to Learners in accordance with the Order Form. During the Initial Term, School may reallocate unused Education Offerings at School’s discretion in accordance with the pricing provided in the Order Form, provided that any changes to previously-scheduled Education Offerings must be made at least twenty-four (24) hours prior to such Education Offering.

When Varsity provides general updates to the Services, Varsity agrees to provide such updates to School. Varsity may make reasonable enhancements and modifications to the Services at any time and without notice, provided that Varsity will use reasonable efforts to notify School of material changes and changes that Varsity reasonably anticipates will negatively impact School’s use of the Services.

### 3. School's Responsibilities.

School may only use the Services in accordance with the Order Form and these Terms. School is responsible for the activities of End Users, including, without limitation, any School Materials provided by such End Users. School will promptly notify Varsity upon learning of any unauthorized use or access of the Services. School shall ensure that its End Users abide by the Terms and all applicable laws.

School and the End Users shall not use the Services: (a) to transmit or upload material that (i) infringes upon the intellectual property rights of any third party, or (ii) is obscene, defamatory, or illegal; (b) in a manner which is illegal or otherwise violates any applicable law or regulation; (c) to knowingly or negligently cause harm to the Platform, compromise the security or integrity of the Platform, or exceed the authorized use or access of the Platform, including, without limitation, the transmission or use of bots, viruses, worms, and malware; (d) for unauthorized or competitive purposes, including, without limitation, reverse engineering, modifying, or copying the Services or creating derivative works of the Services. School understands that Varsity may suspend an End User's access if Varsity reasonably believes such End User is in violation of the Terms.

To the extent School uses the audio and video recording capabilities of the Platform, School is responsible for ensuring that its use of such recording capabilities complies with all applicable laws and School will be responsible for providing all necessary disclosures and obtaining all necessary consents for such recordings.

### 4. Fees and Payment.

Payment of the Service Fee is due in accordance with the Order Form. Varsity may suspend School's access to the Services in the event that any Service Fee remains past due five (5) business days after Varsity provides written notice of such past due amount to School. The Service Fee does not include taxes. School shall be responsible for all taxes applicable to School's use of the Services, excluding taxes based upon Varsity's income. If School is exempt from taxes, School will provide an exemption certificate upon request.

If the Order Form includes optional rates for additional purchases of Education Offerings, such additional purchases may be made at any time during the Initial Term through the execution of a mutually agreeable additional Order Form. Varsity agrees to honor any rates for additional purchases by School that are specified in the Order Form for the duration of the Initial Term of such Order Form.

Once an Education Offering is scheduled, it may only be cancelled by School by providing Varsity with notice of cancellation at least twenty-four (24) hours in advance of the scheduled time for such Education Offering. In the event School cancels a previously-scheduled Education Offering on less than twenty-four (24) hours' notice or the Learner does not attend such Education Offering, School is required to pay the Service Fee for such previously-scheduled Education Offering. School is not required to pay for Education Offerings that are cancelled by the Professional and School will receive a credit for any prepaid Education Offerings cancelled by the Professional.

Except in the event of School's termination for Varsity's breach in accordance with Section 5, the payment obligations of School and the Service Fee are non-refundable and non-cancelable.

### 5. Term and Termination.

Each Order Form hereunder shall remain in place for the duration of the Initial Term. Either party may terminate these Terms or an Order Form hereunder in the event that the other party is in breach of its obligations thereunder and such breach is not cured within thirty (30) days from receipt of written notice.

Upon termination or expiration of the Order Form, (a) Learners will no longer be able to access or receive the Education Offerings, and (b) School will no longer have access to the Platform. Sections 3, 4, 6, 7, and 9 through 12 of the Terms shall survive any termination or expiration of an Order Form.

### 6. Confidential Information.

Each party acknowledges that it may receive information of a confidential or proprietary nature disclosed by the other party in connection with the Services ("**Confidential Information**"). The party receiving the Confidential Information (the "**Receiving Party**") shall use reasonable efforts to maintain as confidential the Confidential Information disclosed by the other party (the "**Disclosing Party**") and will only use and disclose such Confidential Information as necessary in connection with the Services. The Receiving Party may only disclose the Confidential Information to its employees, agents, and contractors who are obligated to abide by obligations of confidentiality and have a need to know such information in connection with the Services.

Confidential Information excludes any information to the extent such information: (a) is or becomes available to the public; (b) is disclosed to the Receiving Party by a third party without an obligation of confidentiality; (c) is independently developed by or for the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is required to be disclosed pursuant to applicable laws or regulations, rules of any stock exchange, or by order of a court or other government authority, provided that the Receiving Party will use reasonable efforts to provide the Disclosing Party with prior notice of such requirement unless such notice is prohibited by law.

## 7. School Data.

As between the parties, School owns all School Data. School and Varsity shall process School Data in compliance with all privacy laws applicable to School Data, which may include, without limitation, the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act (collectively, "**Privacy Laws**"). In accordance with the requirements of the Family Educational Rights and Privacy Act, Varsity shall be considered a school official with a legitimate educational interest in the School Data. Varsity shall only collect and use School Data for purposes of providing the Services to School and for no other commercial purpose, and School hereby consents to the foregoing. School represents and warrants that it has obtained and provided all necessary consents and notices that are required under Privacy Laws in order to allow the use of the Services by Learners, including, without limitation, the use and disclosure of School Data as contemplated herein, which may include parental consent for children under age thirteen (13), where applicable.

Varsity will ensure the security of School Data by using commercially reasonable electronic and physical safeguards that are appropriate for the School Data. In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, School Data (a "**Security Incident**"), Varsity shall notify School without undue delay upon learning of such Security Incident. Except to the extent that the Security Incident arises from the acts or omissions of School, Varsity will, at School's request or direction, provide reasonable assistance and cooperation to School as may be required under Privacy Laws to investigate and remediate a Security Incident.

The use of the Services is governed by Varsity's Privacy Policy, available online at: <https://www.varsitytutors.com/privacy>, (the "**Privacy Policy**"). To the extent of any conflict between these Terms and the Privacy Policy, the Terms shall control. The Privacy Policy includes a listing of the categories and types of School Data that may be provided by School. The parties agree that School Data excludes (a) anonymized or aggregated data, and (b) information collected by Varsity outside of the Education Offerings, and School understands that Varsity may use and maintain such data for its own purposes, including, without limitation, analytics and development purposes, and in accordance with its Privacy Policy.

Within ninety (90) days from expiration or termination of the Order Form, Varsity will delete all School Data from Varsity's systems except to the extent Varsity is required to retain School Data under applicable law. School shall be responsible for maintaining any School Data that it is required to maintain after termination or expiration of the Order Form.

## 8. Intellectual Property.

Except as expressly stated herein, neither party transfers any intellectual property rights to the other party. As between the parties, Varsity owns all intellectual property rights in the Services. If School provides its logo, trademarks, or other intellectual property for purposes of branding the Services, School permits Varsity to use such materials provided by School for the purpose of providing the Services. Neither party may use the name, logo, or trademarks of the other party in any marketing materials or advertising without such party's prior consent.

## 9. Disclaimer of Warranties.

VARSITY MAKES NO WARRANTY OR REPRESENTATION THAT THE ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. VARSITY HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, NON-INFRINGEMENT, AND QUALITY, UNLESS PROHIBITED BY LAW. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. VARSITY DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES.

## 10. Indemnification.

Varsity will defend, indemnify, and hold harmless School from any claims, actions, suits, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of any third party claim or action brought against School alleging that the Platform infringes the intellectual property rights of any third party. The foregoing obligations in this Section 10 shall not apply to the extent (a) the infringement arises from: (i) School's breach of the Terms or the Order Form, or (ii) School Materials; or (b) School fails to provide prompt written notice of the claim, provided that such failure shall only relieve Varsity of its obligations to the extent of actual prejudice, if any.

Except to the extent prohibited by law, each party shall be responsible for any claims, actions, suits, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) directly caused by the actions of such party, its employees, and (with respect to School) its End Users.

## 11. Limitation of Liability.

IN NO EVENT WILL VARSITY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE PLATFORM, OR SERVICE INTERRUPTIONS) ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM, THE SERVICES, OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF VARSITY FOR ALL DAMAGES, LOSSES, CAUSES OF ACTION

(WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY SCHOOL UNDER THE APPLICABLE ORDER FORM OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 12. Miscellaneous.

(a) Neither party shall be responsible for any delay, default, or failure to perform to the extent arising from circumstances beyond its control, including, without limitation, acts of God, natural disasters, the action or inaction of a third party government authority, changes to laws or regulations, labor or contractor strikes or shortages, or acts of civil disobedience, terrorism, or war.

(b) Except where prohibited by applicable law: (a) these Terms and any Order Form hereunder shall be governed by the laws of the State of Missouri without regard to any conflict of law provisions, and (b) the parties hereby consent to the exclusive jurisdiction and venue of the Circuit Court of the County of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri, for all disputes arising between the parties hereunder.

(c) If any provision herein is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of these Terms and the parties shall negotiate in good faith a new provision to replace the invalid or non-binding provision that has, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the content and purpose of the Terms.

(d) These Terms and the Services shall not constitute a joint venture, partnership, or agency between the parties and the parties agree that Varsity is acting as an independent contractor hereunder. Neither party shall have the right to make any warranty or representation to such effect or to otherwise bind the other party. In addition, School understands that Professionals on the Platform are independent contractors and Professionals have their own teaching styles, manner, means, and methods of tutoring and/or instruction. Each Professional is responsible for coordinating with School to determine the curriculum, content, lesson plans, and scheduling or coordination of the Education Offerings. Neither Varsity nor School will be responsible for the conduct of any Professional and neither will be liable for any claim, injury, or damage arising in connection with any Education Offering provided by a Professional to Learner. If a Learner is unsatisfied with the results, outcomes, or the particular services provided by the Professional, the Platform allows the Learner to engage with another Professional.

(e) School acknowledges and agrees that these Terms and the Services do not confer any benefits to any third party and there are no third party beneficiaries hereto.

(f) The delay or failure of either party in exercising any right or obligation herein shall not be construed as a waiver thereof. The Terms may only be waived in writing signed by the parties hereto.

(g) These Terms constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and any and all prior agreements, understandings, and representations related to the subject matter hereof, are hereby terminated and canceled in their entirety and are of no further force and effect.

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<b>TITLE</b>	Lincolnwood - Order Form and Terms
<b>FILE NAME</b>	VT4S_ Order Form ...od) 20220107.docx
<b>DOCUMENT ID</b>	4002944d55b799ca0ff644155180a4f8b0d442b8
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

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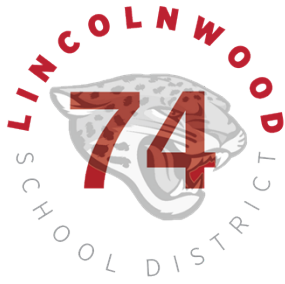


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## Executive Summary Finance Committee Meeting

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DATE: January 20, 2022

TOPIC: 2022-2023 Encyclopedia Britannica Renewal

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Encyclopedia Britannica is a curricular tool that is available online to all students in the District. The resources found through this service meet the unique needs of every learner as students can toggle between three reading levels on each article, have articles read aloud, and use Merriam-Webster's dictionary to hear words pronounced and read their definitions. Each article can also be translated into over 80 languages. For every search, information pulled from Britannica School appears on the right side of the screen, ensuring that students are learning from a reliable and fact-checked source. Based upon usage statistics, this product is being used widely across the District.

We have asked the vendor to offer a longer than normal contract so that this product will be expiring at the end of the 2023 school year to align with the end of the school year and our fiscal year. District Legal Counsel has reviewed these Terms and the Quote for Encyclopedia Britannica Renewal and found it acceptable. Counsel noted that SOPPA does not apply to this vendor.

### **Fiscal Impact:**

\$977.50 for the use of Britannica School Subscription for all students and teachers in the school District.  
(The District paid Encyclopedia Britannica \$665.00 in 2021-2022)

### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Britannica School Subscription Renewal Contract in the amount of \$977.50 from January 31, 2022 to June 30, 2023.

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*Last Updated: June 9, 2021*

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QUOTE NUMBER	QUOTE DATE	FEDERAL ID #
Q-55552	12/10/21	36-2063569

SHIP T 89238

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 ADMINISTRATION BUILDING  
 LINCOLNWOOD SCHOOL DISTRICT 74  
 6950 EAST PRAIRIE ROAD  
 LINCOLNWOOD, IL 60712

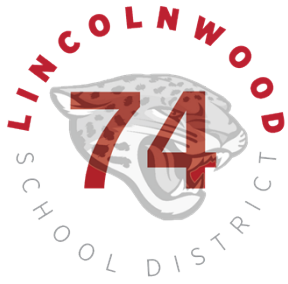
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 CHICAGO, IL 60694-5225

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CONTACT: JORDAN STEPHEN

SET ASIDE		ORDER	PURCHASE ORDER		
			PENDING PO		
			N/A		
Quantity			Unit Price	Extension	
Order	Ship	PROD NO.	DESCRIPTION		
			\$977.50	\$977.50	
<p><b>RENEWAL PERIOD: 1/31/2022 TO 6/30/2023, 17 MONTHS</b></p> <p><b>WIRE PAYMENT REMITTANCE:</b></p> <p><b>BMO HARRIS BANK</b>  <b>CHICAGO, IL 60603</b>  <b>ENCYCLOPAEDIA BRITANNICA, INC</b>  <b>ABA# 071000288</b>  <b>ACCOUNT # 246-251-3</b></p> <p><b>FOR CREDIT CARD PAYMENTS, CONTACT</b>  <b>CUSTOMER SERVICE:</b>  <b>Voice: 800-554-9862 ext. 7007</b>  <b>E-mail: ebcustomerserv@eb.com</b></p> <p style="text-align: right;"><b>ABOVE RENEWAL PERIOD            CHANGED BY CUSTOMER 1/13/22            TO MATCH WHAT WAS            AGREED UPON</b></p>					
				QUOTE AMOUNT	\$977.50



## Executive Summary Finance Committee Meeting

DATE: January 20, 2022

TOPIC: 2022-2023 PebbleGo by Capstone Renewal

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

PebbleGo by Capstone is a curricular content hub specifically designed for K-2 students. The service is packed with informational articles, ready-made activities, and literacy support for students of all abilities, it boosts engagement and fosters independent learning in core subject areas. This product has been in use for many years at Todd Hall and fits the needs of K-2 learners.

In the past students and teachers have used the following educational modules related to this product: Animals, Social Studies, Science, Biographies, Health, Read More: Animals, and Read More: Science. PebbleGo by Capstone has reorganized its modules and integrated some of its topics into others. After conducting a usage assessment, the District will be scaling back its subscriptions to reflect only the resources that are essential for student use. At the same time, we have asked the vendor to offer a longer than normal contract so that this product will expire at the end of the 2023 school year to align with our fiscal year. District Legal Counsel has reviewed the Terms and Quote for PebbleGo by Capstone and found it acceptable. No amendment is required as it does not appear that SOPPA would apply.

**Fiscal Impact:**

\$1,340.22 for the use of three modules from PebbleGo by Capstone. (The District paid PebbleGo by Capstone \$1,799.00 in 2021-2022) Future years will be billed at an estimated \$999.00 for the same services.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the PebbleGo by Capstone Renewal Contract in the amount of \$1,340.22 from February 28, 2022 to June 30, 2023.



(L).

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PebbleGo  
1710 Roe Crest Drive  
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Capstone  
 1710 Roe Crest Drive  
 North Mankato, Minnesota 56003  
 United States

QUOTE: Q-10341

**CAPSTONE QUOTE PREPARED FOR TODD HALL ELEMENTARY SCHOOL**

Prepared on: December 8, 2021  
 Service start date: February 28, 2022

Payment terms: Net 30

**QUOTE PREPARED FOR:**

Jordan Stephen  
 Todd Hall Elementary School  
 3925 W Lunt Ave  
 Lincolnwood, Illinois 60712-2597  
 P: (847) 675-8234  
 jstephen@sd74.org

**QUOTE PREPARED BY:**

Amy Remington  
 (800) 471-8112  
 aremington@capstonepub.com

On behalf of:  
 Kori Kubitz  
 P: (773) 202-0955  
 kkorky5@aol.com

**PRODUCTS**

PRODUCT	ITEM NUMBER	LIST PRICE	NET PRICE	# OF SITES	MONTHS	TOTAL
<b>PebbleGo Bundle 3-pack</b>	CPQ-PebbleGo-3pack-Bundle			1	16	
<b>PebbleGo Animals</b>	978-1-4296-3699-5	\$333.00	\$446.74	1	16	\$446.74
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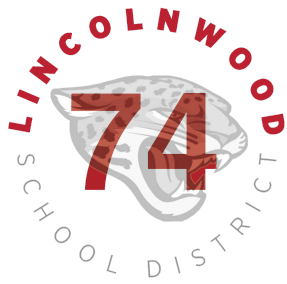
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DATE: January 20, 2022

TOPIC: 2022-2023 PowerSchool Group, LLC Renewal Contracts for Registration and  
SIS Maintenance and Support

PREPARED BY: Jordan Stephen

**Recommended for:**

- Action
- Discussion
- Information

**Purpose/Background:**

PowerSchool Group, LLC. is the provider of the District's Student Information System (SIS). PowerSchool Group, LLC houses data that can be accessed by District staff, students, and parents. Powerschool's reporting engine makes it possible for the District to upload information into ISBE's Student Information System.

PowerSchool Group, LLC Enrollment Registration makes online student registration possible. Data entered by parents/guardians is polished by the system and uploaded directly into the District's PowerSchool Student Information System (SIS).

District Legal Counsel has reviewed the PowerSchool Group, LLC Contracts and found them acceptable. Counsel did note that the Terms and Conditions, while unchanged from the previous year, specify California law. While this is not uncommon in school-specific software licenses, a request to include language specifying a Circuit Court of Cook County venue was presented to PowerSchool but no response has been received as of yet.

**Fiscal Impact:**

\$9,948.32 for SIS Maintenance and Support

(The District paid PowerSchool \$6,871.52 in 2021-2022)

\$15,242.98 for Registration and Enrollment

(The District paid PowerSchool \$9,807.30 in 2021-2022)

*\*\*Note\*\* These prices have increased as we have aligned the dates so that the end of contract date will now align with the end of the 2023 school year along with the Schoology product which is also owned by Powerschool.*

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve both PowerSchool Group, LLC Renewal Contracts for SIS Maintenance and Support in the amount of \$9,948.32 from March 9, 2022 to June 30, 2023 and for Registration and Enrollment in the amount of \$15,242.98 from February 1, 2022 to June 30, 2023.



## MAIN SERVICES AGREEMENT

January 1, 2021 version

**THIS MAIN SERVICES AGREEMENT GOVERNS CUSTOMER'S USE OF POWERSCHOOL PRODUCT(S) (AS DEFINED BELOW) AND IS AN AGREEMENT BETWEEN CUSTOMER AND THE APPLICABLE POWERSCHOOL CONTRACTING ENTITY SPECIFIED IN SECTION 1 BELOW. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.**

**BY ACCEPTING THIS AGREEMENT, EITHER BY: (1) EXECUTING A QUOTE THAT REFERENCES THIS AGREEMENT; (2) BY EXECUTING A COPY OF THIS AGREEMENT DIRECTLY; OR (3) ACCESSING THE POWERSCHOOL PRODUCT(S). THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM "CUSTOMER," AS FURTHER DEFINED BELOW, WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE POWERSCHOOL PRODUCT(S).**

### 1. DEFINITIONS.

**1.1.** "Account Country" is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer's account, then Customer's Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer's Account Country is the country where the Customer billing address is located.

**1.2.** "Agreement" means this Main Services Agreement and all referenced exhibits.

**1.3.** "Customer" means the school, school district, or other entity that obtains subscription access to PowerSchool's Subscriptions Services or purchases PowerSchool Services.

**1.4.** "Customer Data" means all data, files, documents and records uploaded to a PowerSchool Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of the Customer. Customer Data is the property of Customer.

**1.5.** "De-identified Data" means data originally derived from Customer data where personally identifiable information and other similar attributes about such data have been removed so that no individual identification can be made.

**1.6.** "Documentation" means all written user information, whether in electronic, printed, or other format, delivered or made available to Customer by PowerSchool with respect to PowerSchool Product(s), now or in the future, including

instructions, manuals, training materials, and other publications that contain, describe, explain, or otherwise relate to PowerSchool Product(s).

**1.7.** "Embedded Applications" means software developed by third parties that resides within the software developed by PowerSchool as part of the PowerSchool Product(s) and performs a very specific set of functions, pursuant to [Exhibit E \(Product Specific Terms\)](#).

**1.8.** "Hosting Services" means the hosting of the Customer's on-premises Subscription Service(s) and Embedded Applications by PowerSchool or its hosting providers from a server farm that is comprised of application, data, and remote access servers used to store and run the PowerSchool Product(s) and Embedded Applications, including associated offline components, as further detailed in [Exhibit C \(Hosting Services Policy\)](#).

**1.9.** "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

**1.10.** "Licensed Site(s)" means the internet address of the web-based, PowerSchool Products(s) whether hosted as a SaaS solution or hosted on-premises by the Customer for their

third-party vendor listed on a PowerSchool Quote.

**1.11.** "Party" means either the PowerSchool Contracting Entity or the Customer of the PowerSchool Product(s).

**1.12.** "Parties" means the PowerSchool Contracting Entity and the Customer of the PowerSchool Product(s).

**1.13.** "PowerSchool Contracting Entity" "PowerSchool" means the entity identified in the table below, based on your Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive,
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive,
Any other country that is not Canada or the United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

**1.15.** "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote.

**1.16.** "Professional Services" means the services which may be further discussed and described through a Statement of Work or Quote, pursuant to [Exhibit B \(Professional Services Policy\)](#) of this Agreement.

**1.17.** "Provincial Reporting Code" or "PRC" means PowerSchool Product(s) that may be available only to Canadian-based Customers to assist Customer in meeting specific provincial reporting requirements and that is designated as Provincial Reporting Code by PowerSchool.

**1.18.** "Quote" means PowerSchool's standard order form that (i) specifies the PowerSchool Product(s) and other Services provided to Customer; (ii) references the applicable agreement; and (iii) is signed or incorporated to a signed agreement by authorized representatives of both Parties.

**1.19.** "SaaS" means the acronym for the phrase "software as a service."

**1.20.** "Services" means any combination of the following: a) on-premises Hosting Services, and/or b) Professional Services.

**1.21.** "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote.

**1.22.** "Subscription Service(s)" means all PowerSchool SaaS software applications (including Embedded Applications), any subsequent versions of the same and all related Documentation provided to Customer pursuant to this Agreement, now or in the future; provided, however, that Subscription Services does not include any Third-Party Software and do not apply to perpetual licensed-versions of the PowerSchool software applications. Subscription Service(s) are offered via subscription licenses where services are hosted either by or on behalf of PowerSchool; or in servers on the Customer's premises as identified on the applicable Quote.

**1.23.** "Support Services" is defined in [Exhibit A \(Support Policy\)](#).

**1.24.** "State Reporting Code (or SRC)" means PowerSchool Product(s) that may be available to Customer to assist Customer in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

**1.25.** "Statement of Work" or "SOW" means any Professional Services project made between the Parties which references and incorporates the terms of this Agreement, and sets out the details of a particular project, including, without limitation, any applicable (i) methodologies; (ii) project responsibilities; or (iii) estimated or actual pricing.

**1.26.** "Term" means the duration of the Agreement as described in section 11.1.

**1.27.** "Third-Party Software" means software products supplied or developed for a particular purpose by someone other than the PowerSchool Contracting Entity and is not licensed by PowerSchool. Third-Party Software will not include Embedded Applications as defined herein. For clarity, PowerSchool licenses the Embedded Applications to Customer as part of Subscription Service(s), whereas PowerSchool is not the licensor of Third-Party Software.

**1.28.** "Transaction Data" means system usage information of a User(s) who progresses through the applications and functions of a PowerSchool Product(s).

**1.29.** "User(s)" means individuals authorized by the Customer who access PowerSchool Product(s). User(s) will include authorized representatives of the Customer, teachers, students, parents and/or student guardian(s), and applicants as applicable to the respective PowerSchool Product(s).

**2. POWERSCHOOL PRODUCT SUBSCRIPTION.** The type of subscription applicable to Customer will be specified in the Quote.

**2.1 SUBSCRIPTION SERVICE(S).** Subject to this Agreement and the applicable portions of the Privacy Policy located at <http://www.powerschool.com/privacy>, as such policies may be updated from time to time, PowerSchool will (a) make the Subscription Service(s) available to the Customer and for the contracted quantity at each Licensed Site(s) to and in conformance with the applicable Documentation; (b) provide applicable PowerSchool standard support for the Subscription Service(s) to Customer and User(s), and upgraded support if purchased, as described in [Exhibit A \(Support Policy\)](#); (c) use commercially reasonable efforts to make the Subscription Service(s) available, except for: (i) planned downtime (of which PowerSchool will give advance electronic notice), and (ii) any force majeure event as described in Section 14.3.2 (Force Majeure), internet service provider failure or delay, Third-Party Software, or denial-of-service attack; and (d) provide the Services in accordance with PowerSchool's policies, existing laws, and government regulations applicable to PowerSchool's provision of its Subscription Service(s) to its customers generally (i.e., without regard for Customer's particular use of the Subscription Service(s)). All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

**2.2 On-Premises Subscription.** Where the Customer contracts for an on-premises deployment of a Subscription Service(s), PowerSchool, during the term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service(s) specified in PowerSchool's Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote as set forth in **Section 7** (Pricing, Enrollment Increases) of this Agreement. As part of the Subscription Service(s), PowerSchool will provide the Support Services and Professional Services mutually agreed upon via a Statement of Work. Subscription Service(s) will only be used as expressly authorized by this Agreement. All rights not expressly granted to Customer

herein are expressly reserved by PowerSchool.

**2.3 Restrictions on Subscription Service(s).** Customer will not allow PowerSchool Product(s) to be accessed by third parties without PowerSchool's prior written consent.

**2.3.1** Customer will use the PowerSchool Product(s) only for the internal purposes of Customer and not: (a) to store or transmit malicious code, (b) interfere with or disrupt the integrity or performance of PowerSchool Product(s) or third-party data contained therein or any systems or networks; (c) violate the regulations, policies, or procedures of such networks used with the PowerSchool Product(s), or (d) attempt to gain unauthorized access to a PowerSchool Product or its related systems or networks, the PowerSchool data, or the data of any other PowerSchool Customer.

**2.3.2** In no event may PowerSchool Product(s): (a) be used other than at the Licensed Sites; (b) exceed the maximum quantity for the PowerSchool Product(s) as stated in the Quote without additional payment; (c) be used to perform service bureau functions for third parties, or to process or manage data for websites other than the Licensed Sites; (d) be made available via a network or otherwise to any school, school district, or third party other than the Licensed Sites; or (e) be accessed independently from PowerSchool provided tools for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

**2.3.3** Customer will ensure its User(s) will not, and itself will not, whether through any affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the PowerSchool Product(s); (b) decipher, decompile, disassemble, reverse assemble, decrypt, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the PowerSchool Product(s), in whole or in part, for any purposes or otherwise;

(c) write or develop any derivative works based upon the PowerSchool Product(s). To the extent permitted by applicable law, Customer will hold PowerSchool harmless from claims for damages resulting from Customer's misuse of the PowerSchool Product(s), including PowerSchool's Intellectual Property Rights. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the PowerSchool Product(s), and notify PowerSchool promptly of any such unauthorized access or use. Customer will not transfer, assign, provide, or otherwise make PowerSchool Product(s) or Services available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment, or transfer of any rights, duties, or obligations by Customer in violation of this Agreement will be void.

### 3. PROPRIETARY RIGHTS

#### 3.1 Intellectual Property Rights.

PowerSchool alone owns all rights, titles, and interests, including all related Intellectual Property Rights, in and to the PowerSchool Product(s) and Services. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Product(s) and Services, or the Intellectual Property Rights owned by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Product(s), including any rights to the Intellectual Property Rights in connection therewith.

**3.2 Trademarks.** The PowerSchool name, the PowerSchool logo, other owned brands, and registered marks, product names associated with the PowerSchool Product(s) and any other marks, logos, designs, sound, trade dress, etc. are trademarks of PowerSchool, and no right or license is granted by this Agreement to their use.

**3.3 Confidentiality.** To the extent allowed under applicable law, Customer agrees that the terms of this Agreement, including all pricing for PowerSchool Product(s) and Services, must be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool. Customer agrees that PowerSchool may publicly refer to Customer (both in writing and orally) as a

client, and may identify Customer as a client, among other places, on its website, in press releases, and in sales materials and presentations. Customer agrees to keep PowerSchool Product(s) confidential and to prevent unauthorized disclosure or use of PowerSchool Product(s) in Customer's possession. Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Product(s) of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any PowerSchool Product(s) for which PowerSchool makes available passwords or other user identification technology to access such Subscription Service(s), Customer will advise all User(s) of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared. Customer is solely responsible for maintaining the confidentiality of each username and password used and is solely responsible for any and all activities that occur under all Customer accounts. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security. PowerSchool will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge. PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to PowerSchool in connection with the performance of Services, and to use such Customer confidential information solely for purposes of performing Services hereunder. De-identified Data and Transaction Data used by PowerSchool for internal research and improvement of PowerSchool Product(s) is not subject to this section's confidentiality obligations. While PowerSchool will not rent or sell information for marketing purposes and will not share or sell Customer data with third parties for marketing purposes, Customer hereby grants PowerSchool permission to use, copy, and/or combine with any De-identified Data. PowerSchool will require its employees, agents, and subcontractors performing work hereunder to enter into a written agreement with PowerSchool that imposes obligations

that are substantially similar to those imposed on PowerSchool hereunder. For purposes of this Section, “Customer Confidential Information” means any Customer Data belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section will not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Customer to any third party at any time. Customer grants to PowerSchool a non-exclusive, royalty-free license to use Customer’s equipment and software solely for the purpose of enabling PowerSchool to perform its obligations under the Agreement.

**3.4 Public Record Act.** Notwithstanding anything herein to the contrary in section 3.3, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, PowerSchool will work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool’s proprietary information or otherwise exempted from disclosure.

**3.5 Customer Data Security and Privacy.** PowerSchool will abide by its policy, as set forth in [Exhibit D \(Data Privacy and Security Policy\)](#) with respect to the security and privacy of its Customer’s data within the PowerSchool Product(s).

**3.6 Use of Feedback.** Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into PowerSchool Product(s) and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or User(s).

**4. SUPPORT AND OTHER SERVICES.** As part of the Subscription Service(s), PowerSchool will provide the Support Services set forth in [Exhibit A \(Support Policy\)](#) and Professional Services mutually agreed upon via a Statement of Work pursuant to [Exhibit B \(Professional Services Policy\)](#).

**5. FEES AND TAXES.** Customer agrees to pay PowerSchool, in accordance with payment

terms on the PowerSchool Quote and invoice, the fees charged for the PowerSchool Product(s) and related Services and/or other items ordered by Customer, together with any other charges made in accordance with this Agreement, and all applicable sales, use, or other taxes or duties, however designated, except for taxes based on PowerSchool’s net income. Customer agrees to pay for PowerSchool’s pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer’s premises. If Customer claims tax-exempt status, Customer agrees to provide evidence of such tax exemption to PowerSchool. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer will be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool’s net income). Customer will pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

**6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN-SOURCE SOFTWARE.** Third Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. Third-Party Software is not owned or supported by PowerSchool. All support, warranties, and services related to Third-Party Software are provided by the supplier of the Third-Party Software under such third party’s terms and conditions, and not by PowerSchool. For clarity, PowerSchool is the licensor for Embedded Applications to Customer as part of Subscription Services, whereas PowerSchool is not the licensor of Third-Party Software. PowerSchool will have no obligations regarding any Third-Party Software. Further, PowerSchool will not be responsible for providing support: (i) for problems caused by Customer’s use of or access to the PowerSchool Product(s) other than as intended; (ii) for any use in violation of this Agreement; or (iii) for any unauthorized modifications made to the PowerSchool Product(s) by Customer or any third party. In



the event the need for Support Services provided are traced to a Customer's or a third party's actions, unauthorized use, or system changes; fees and expenses for said Support Services may be billed to Customer at PowerSchool's then current rates which Customer will promptly pay. Only Section 5, 6, 9 and 12 of this Agreement apply to Third-Party Software. In addition, PowerSchool Products(s) may contain Embedded Applications. If any additional license terms are identified in [Exhibit E \(Product Specific Terms\)](#), Customer will comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open-source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open-source licensing terms will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Customer acknowledges that if any open-source software component is licensed under terms that permit Customer to modify such component, and if Customer does modify such component, then PowerSchool will not be responsible for any incompatibility due to such modifications.

**7. PRICING; ENROLLMENT INCREASES.**

Pricing for access to PowerSchool Product(s) is based on the quantity identified in the applicable Quote. If Customer accesses PowerSchool Product(s) with more than the quantity identified in the applicable Quote, then PowerSchool may submit an amended invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance in accordance with the terms of the applicable invoice. Any such increase in quantity will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per individual license and support fees for PowerSchool Product(s) by Customer's additional User count. Customer's subsequent Support Services invoices will be based on the increased Users as well.

**8. COMPATIBLE PLATFORMS/HARDWARE.**

Where applicable, Customer will be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the

PowerSchool Product(s) and all charges related thereto. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access PowerSchool Product(s). PowerSchool will not be responsible for any incompatibility between PowerSchool Product(s) and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer's use with PowerSchool Product(s). PowerSchool will make written requirements available to Customer at Customer's request.

**9. LIMITED WARRANTY.**

PowerSchool warrants that the media on which Subscription Service(s) is recorded will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Customer's exclusive remedy under this Section will be replacement of the defective media. PowerSchool warrants that for Subscription Service(s) during an applicable subscription term (a) this Agreement, the Quote, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's data, (b) PowerSchool will not materially decrease the overall security of Subscription Service(s), and (c) PowerSchool will not materially decrease the overall functionality of the Subscription Service(s). For any claimed breach of a warranty above, the Customer and PowerSchool agree to first negotiate a resolution in good faith; and, if necessary, refer the matter to senior representatives of each Party for timely resolution.

**10. DISCLAIMER OF OTHER WARRANTIES.**

**POWERSCHOOL PRODUCT(S) ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 9), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A**

**PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL PRODUCT(S) WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL PRODUCT(S) OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL PRODUCT(S) WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE POWERSCHOOL PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. CUSTOMER AGREES THAT THE USE OF POWERSCHOOL PRODUCT(S) IS AT CUSTOMER'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.**

## **11. TERM AND TERMINATION**

**11.1 Term.** This Agreement commences on the date the Customer first executes this Agreement or a Quote incorporating the same; and continues until the later of five (5) years from the Effective Date; or the end date for any and all PowerSchool Product(s) or Services governed by this Agreement.

**11.2 Subscription Term.** The subscription term of each license for Subscription Service(s) will be as specified in the applicable Quote, which specifies a start and end date. Except as otherwise specified in a Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.

**11.3 Suspension.** PowerSchool will have the right to suspend performance of certain obligations under this Agreement in the event where Customer is notified that an objective security threat arises so great as to warrant immediate action by

PowerSchool to protect the security of Customer data and the PowerSchool systems.

**11.4 Termination for Breach.** Either party will have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool will have the right to terminate this Agreement immediately upon written notice in the event that Customer breaches any of its obligations under Section 2 (PowerSchool Product Subscription) or **Section 3** (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of **Section 3** could result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

**11.5 No Termination for Convenience.** Customer is not entitled to terminate this Agreement for any reason other than for the specific reasons set out in this Agreement or as expressly mandated by law. No termination for convenience will be permitted.

**11.6 Termination for Non-Appropriation.** The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the PowerSchool Product(s) and Services captured in an applicable Quote that are the subject of this Agreement following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period for which funds were appropriated. Customer will be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated (a) immediately after Customer receives notice of such non-appropriation; and (b) at

least thirty (30) days prior to the effective date of such termination. Customer will not utilize this clause as a right to terminate any Quote nor this Agreement for convenience. PowerSchool reserves the right to seek documentation evidencing such non- appropriation of funds.

**11.7 Effects of Termination.** In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12, 13 and 14 will survive termination of this Agreement. Immediately upon any termination of Subscription Service(s) under this Agreement, Customer will, at its own expense, either return to PowerSchool or destroy all copies of such PowerSchool Product(s), and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Product(s) have either been destroyed or returned to PowerSchool. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the contract or any portion thereof, Customer agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term in the applicable Quote, as actual damages being impossible to calculate. This clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's breach in accordance with Subsection 11.4 herein, or (b) as a result of non-appropriation of funds in accordance with Subsection 11.6 herein.

**12. LIMITATION OF LIABILITY. POWERSCHOOL WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SUBSCRIPTION SERVICE(S), SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY**

**OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE POWERSCHOOL PRODUCT(S) ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO POWERSCHOOL PRODUCT(S) EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUBSCRIPTION SERVICE(S), SUPPORT SERVICES OR HOSTING SERVICES, OR PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED.**

### **13. INDEMNIFICATION.**

#### **13.1. Indemnification by PowerSchool.**

Subject to Section 12 (LIMITATION OF LIABILITY), PowerSchool hereby agrees to defend, indemnify, and hold harmless the Customer from and against any and all losses, liabilities, costs, expenses and damages arising out of or relating to any claim by a third party alleging infringement of any Intellectual Property Rights as to the PowerSchool Product(s), provided that PowerSchool will have received from Customer (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim; and (iii) all reasonable and necessary cooperation of Customer.

If Customer's use of the PowerSchool Product(s) is enjoined, PowerSchool may (i) substitute for the PowerSchool Product(s), a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool Product(s); or if (i) or (ii) are not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused

portion of the paid fee.

The foregoing obligation of PowerSchool does not apply to the extent the claim arises from (i) modifications to the PowerSchool Product(s) by anyone other than PowerSchool; (ii) combinations of the PowerSchool Product(s) with products or processes not provided or authorized by PowerSchool; or (iii) any unauthorized use, access, or distribution of the PowerSchool Product(s).

**13.2. Indemnification by Customer.** To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney’s fees, costs and expenses), made by any third party against PowerSchool due to or arising out of: (a) Customer’s access, use of and/or connection to the PowerSchool Product(s); (b) Customer’s sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party; (c) Customer’s violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary Rights); (d) information Customer sent, submitted, electronically received, accessed, printed, downloaded, or transmitted through the PowerSchool Product(s); or (e) Customer’s gross negligence or willful misconduct.

**14. GENERAL PROVISIONS**

**14.1 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS DEPENDING UPON THE ACCOUNT’S COUNTRY LOCATION AS LISTED IN THE TABLE BELOW. THE VENUE LISTED IN THE TABLE WILL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION, SPECIAL PROCEEDING OR OTHER PROCEEDING AS BETWEEN THE PARTIES THAT MAY BE BROUGHT, OR ARISE OUT OF, IN CONNECTION WITH, OR BY REASON OF THIS AGREEMENT. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS.** The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer

Information Transactions Act.

<b>Account Country</b>	<b>Venue</b>	<b>Governing Law</b>
Canada	Victoria	Province of Ontario
United States	San Francisco	California
Any other country that is not Canada or the United States	San Francisco	California

**14.2 Compliance Verification.** During the term of the Agreement and for a period of one (1) year following its termination, PowerSchool has the right to verify Customer’s full compliance with the terms and requirements of the Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, (b) make requested personnel, records, and information available to PowerSchool or its designee, and (c) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, Customer must promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool’s termination rights and do not affect PowerSchool’s right to payment for access to PowerSchool Product(s) and Services and interest fees related to usage in excess of the quantities purchased.

**14.3 Amendment.** This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

**14.4 Force Majeure.** Neither PowerSchool nor the Customer will be deemed in breach of this Agreement for failure in performance resulting from acts beyond its reasonable control, including but not limited to, breach by subcontractors or suppliers, failure of Customer to provide PowerSchool promptly and accurate

information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, tsunamis, drought, disease, quarantine, or other extraordinary circumstances beyond either Party's control.

**14.5 Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force. No delay or omission by either Party in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by PowerSchool of any provision of this Agreement must be in writing and signed PowerSchool and will not imply subsequent waiver of that or any other provision.

**14.6 Payments.** Customer agrees that its payment and other obligations under this Agreement are absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment due or alleged to be due as a result of any past or future claim that Customer may have against PowerSchool. Specific payment terms may be captured on the PowerSchool Quote. Customer agrees that it will use its best efforts to cooperate with PowerSchool and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford PowerSchool the opportunity to adequately provide the PowerSchool Product(s) and Services. Payment terms are defined in the applicable Quote.

**14.7 Time to Bring Action.** To the extent allowed under applicable law, Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

**14.8 Notices.** All notices under this Agreement must be in writing and delivered

by overnight delivery service or certified mail, return receipt requested, with a copy by email. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

**PowerSchool Group LLC,  
Attn: General Counsel  
150 Parkshore Drive,  
Folsom, CA 95630**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either party may change its notice address by notifying the other in like manner.

**14.9 Assignment.** Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assignees.

**14.10 Facilities.** Customer acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

**14.11 Background Checks.** Given the nature of the data we process, PowerSchool conducts thorough nationwide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to conduct a

background check of its employees before any assignment of services from PowerSchool to the Customer.

**14.12 Export.** Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Customer specifically agrees that Customer will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules, or other limitations imposed by any government authority; nor (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

**14.13 U.S. Government Restricted Rights.** PowerSchool Product(s) is a “commercial item” as that term is defined in 48 C.F.R. §2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire PowerSchool Product(s) only with those rights set forth herein.

**14.14 Essential Basis of the Agreement.** Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.

**14.15 Attorney Fees.** In the event any court action is commenced by one party against the other with respect to any dispute arising out of this Agreement or any Quote or Statement of Work, the prevailing party will be entitled to recover its out-of-pocket and court costs and reasonable

attorney fees relating thereto. The cost of in-house legal staff will be valued at market rates for comparable services from private practitioners.

**14.16 Security.** Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with PowerSchool Product(s) when reasonably applicable. Customer must keep a record of completion certificates and PowerSchool may request to see them as part of compliance verification.

**14.17 Entire Agreement.** This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties’ agents, and/or the Parties’ previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments. Together they constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The



terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties'

agents, and/or the Parties' previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy.

## EXHIBIT A

### SUPPORT POLICY

**1. Definitions.** Capitalized terms not defined herein have the meanings assigned to them in the Agreement between Customer and PowerSchool to which these Support and Services Policies (“Policies”) are attached. In addition, for purposes of these Policies, the following definitions will apply:

**1.1** “Errors” means a reproducible failure of Subscription Service(s) to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service(s) in a proper operating environment and on hardware and system software sufficient to meet PowerSchool’s then-current minimum requirements, which are subject to change as New Versions are released. User(s) mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Subscription Service(s), the Documentation, or both.

**1.2** “Fix” means a patch, service pack or corrective update of Subscription Service(s) that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Subscription Service(s) in accordance with the applicable Documentation and developed by PowerSchool.

**1.3** “New Products” means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Subscription Service(s) originally licensed by Customer and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Subscription Service(s) originally licensed by Customer. New Products will be licensed to Customer in accordance with the applicable Quote under the terms of this Agreement,

**1.4** “New Version” means an updated version of Subscription Service(s) issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to Subscription Service(s) that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Subscription Service(s).

**1.5** “Support Services” means those support services described in Section 3.1 below that will be provided hereunder with respect to Subscription Service(s).

**1.6** “Telephone and E-mail Support” means telephone and e-mail support services, available Monday through Friday, during PowerSchool’s normal business hours, exclusive of PowerSchool’s holidays, regarding Subscription Service(s).

**2. Support Term; Fees.** Support is provided as a part your purchased Subscription Service(s) listed on the Quote. Support with your Subscription Service(s) will continue with the duration of your purchase of a Subscription Service(s). For Support Services of an on-premise subscription Support will begin upon shipment (FOB PowerSchool’s place of shipment) of Subscription Service(s) (or, in the case of a when made available for download electronically, upon PowerSchool’s provision of the necessary licensing information to enable Customer to download Subscription Service(s) or launch date when access to the Subscription Service(s) is provided.

**3. Support Services Scope.** PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Subscription Service(s). The scope of Support Services will be as follows:

**3.1 Support.** Support Services include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Customer is experiencing in using the Subscription Service(s); and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing functionality of a Subscription Service(s) are to be included in a New Version (and are therefore provided at no charge to customers with a current



support subscription).

**32 Custom Programs.** For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that the Subscription Service(s) includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.



## EXHIBIT B

### PROFESSIONAL SERVICES POLICY

This Exhibit B sets forth the additional policy and party expectations supporting PowerSchool's provision of Professional Services to the Customer in connection with the solution provided pursuant to this Agreement.

#### 1. Performance of Professional Services.

**1.1. Statements of Work.** For many professional services projects, PowerSchool will capture the project details in a signed statement of work (each a Statement of Work" or "SOW") setting forth the agreed upon scope of the professional service, estimated or actual pricing and any special payment terms and, if applicable, project schedule, and estimated delivery dates. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For professional services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

**1.2 Delivery and Cooperation.** Customer acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's services. Customer will, to the extent required in connection with the performance of PowerSchool's services: (i) provide PowerSchool with any necessary Customer materials; (ii) provide PowerSchool with any required access to Customer's personnel, facilities, or data; (iii) cause the appropriate personnel to cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's Professional Services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to the Customer. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, all Professional Services will be deemed accepted upon delivery. Customer will have fifteen (15) days from delivery to contest acceptance. Any contestation must be in writing and must conform with this Agreement's Notice provision.

**2. Fees and Expenses.** In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in a Quote, written acknowledgment of Customer's order, or as may be subsequently agreed upon by the Parties in a SOW; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Customer agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Customer's order, or, for work subsequently requested, at the rates agreed upon by Customer and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Unless otherwise agreed, the Customer will also pay PowerSchool for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Customer's order will apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. If Customer pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Customer toward services rendered within such twelve (12) month period will be forfeited.

**3. Training.** PowerSchool reserves the right to limit the number of persons permitted to attend any training class based upon PowerSchool's current understanding of the project scope and past experience in executing these types of engagements.



4. **Changes to Project Scope.** Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a Statement of Work will result in a change order to such Statement of Work or a new Statement of Work. Any scope changes will be made pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties.
5. **Services Cancellation.** Customer will pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Customer cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Customer's request.
6. **Ownership of Materials.** PowerSchool is the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports, or other deliverables (collectively, "Deliverables") created for or provided to Customer pursuant to any Professional Services, unless otherwise agreed to in writing. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, Customer will have a paid-up, royalty-free license to use such Deliverables for Customer's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any confidential information of a Customer incorporated into any Deliverable remains subject to the provisions of such Section.
7. **Data Loads.** For most Subscription Service(s), successful implementation requires proper data loads in specific formats and layouts. PowerSchool will inform the Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If the Customer is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. PowerSchool will not directly access non-PowerSchool applications to assist the Customer in any data migration activity. Successful implementation is the shared obligation of both Parties.



## EXHIBIT C

### HOSTING SERVICES POLICY

**1. Term; Fees.** Hosting Services on-premises are available at an additional cost. For Hosting Services purchased concurrently with Customer's access to Subscription Service(s), Customer's initial Hosting Term will begin as of the start date listed on the signed Quote and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in the Quote, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either Party may terminate the provision of Hosting Services as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Customer with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Customer (but in any event will continue providing Hosting Services for the balance of the current term for which Customer has prepaid for such Hosting Services). If notice of non-renewal is not given by either party, then PowerSchool will invoice Customer for the applicable renewal fees for a subsequent Hosting Term. If Customer's Hosting Term is terminated due to non-payment, and then PowerSchool subsequently reinstates Customer's access to Hosting Services, such reinstated access will remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Customer must pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Customer must pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Customer related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term.

**2. Availability.** Customer acknowledges that the Subscription Service(s) may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: a force majeure event as defined in the Agreement, the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Subscription Service(s) caused by Downtime, whether scheduled or not. The foregoing does not apply to non-production systems, such as test, training, and archival systems, which are available on an hourly basis.

**3. Acceptable Use Policy.** Customer acknowledges that PowerSchool does not monitor or police the content of communications or Customer data or its users' activities transmitted through the Subscription Service(s), and that PowerSchool will not be responsible for the content of any such communications or transmissions. Customer must use the Subscription Service(s) exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Customer agrees not to post or upload any content or data which: (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Customer. PowerSchool may suspend or terminate any User(s) access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such User(s) has violated the terms and conditions of this Agreement.

**4. Security.** In addition to complying with "Exhibit D: Security and Privacy", Customer will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Customer will comply with the user authentication requirements for use of the Hosting Services. Customer is solely responsible for monitoring its authorized User(s) access to and use of the



Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized User(s) to comply with the Agreement is a material breach by Customer, and PowerSchool will not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized User(s) if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred. POWERSCHOOL WILL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RELATED TO A SECURITY INCIDENT THAT IS CAUSED BY THE ACTS OR OMISSIONS, MISCONDUCT, NEGLIGENCE, OR FRAUD BY OR OF CUSTOMER OR ANY USER(S), EMPLOYEES, AGENTS, OR CONTRACTORS.

**5. Data.** Customer has sole responsibility for the legality, reliability, integrity, accuracy, and quality of the data it processes through and submit to the Hosting Services.



## EXHIBIT D

### DATA PRIVACY AND SECURITY

#### 1. Ownership of Materials; Confidentiality; Compliance.

- 1.1. PowerSchool Materials.** All pre-existing proprietary data, materials and other intellectual property of PowerSchool that is provided to Customer by PowerSchool in connection with the performance of this Agreement (collectively, “**PowerSchool’s Pre-existing Intellectual Property**”) will remain PowerSchool’s property, except where any written or other tangible materials or customizations delivered to Customer under a specific Statement of Work and Quote is licensed differently.
- 1.2. Customer Data.** PowerSchool will maintain all Customer Data in strict confidence and will not disclose any such Customer Data, or copies thereof, to any person or entity other than Customer’s legal counsel or Customer’s designated contact, or pursuant to the Agreement. The data shared pursuant to this Agreement, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research. Should PowerSchool, either during or following termination of the Agreement, desire to use any Customer Data for its own purposes not contemplated in this Agreement, it must first obtain the prior written approval of Customer. Customer Data will not include De-identified Data and Transaction Data.
- 1.3. Ownership.** PowerSchool acknowledges that Customer and User(s) retain full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool’s Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User(s) or, if the User(s) is a minor child, by the child’s parent/guardian. PowerSchool agrees not to edit or use any information or content, including any Customer Data, generated or obtained from Customer or User(s), whether submitted on PowerSchool’s Site or otherwise obtained, unless: (1) integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to this Agreement, or (2) written consent is first procured from and through the Customer.
- 1.4. Compliance.** The Parties acknowledge that Customer Data may include personal information from education records that are subject to applicable privacy and data security laws of the applicable jurisdiction. Where required, Customer acknowledges it has obtained all appropriate consents from the parents or pupils related to the Customer Data sufficient to grant PowerSchool the permission to conduct data processing services on such Customer Data on behalf of the Customer. Where requested, PowerSchool will execute and append the applicable standard contractual clauses to support data transfer from data controllers to PowerSchool as a data processor.
- 1.4.1. Canada.** For engagements with Customers and Users located in Canada and any of its provinces, the Parties acknowledge such Customer Data will be subject to public sector or private sector data protection laws, as applicable, including the Personal Information Protection and Electronic Documents Act, and any substantially similar provincial law. As an example, if the province of Ontario, the Education Act, RSO 1990, c.E.2, Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A., Municipal Freedom of Information and Protection of Privacy Act RSO 1990, c.M.56 and the Protection of Personal Information and Electronic Documents Act S.C. 2000, c. 5.
- 1.4.2. United States.** For engagements with Customers and Users located in the United States any specific states territory, the Parties acknowledge that (i) Customer Data may include



personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, as amended (“FERPA Records”); and (ii) to the extent that Customer Data includes FERPA Records, PowerSchool will be considered a “School Official” (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each Party represents and warrants to the other Party that it will comply with all provisions of FERPA applicable to such party’s performance hereunder. Further, the Parties also acknowledge that applicable Customer Data may include personally identifiable information from children under the age of 13, subject to the Children’s Online Privacy Protection Act and related regulations (“COPPA”). Where applicable, Customer acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Customer represents to PowerSchool that through the duration of this Agreement, the Customer is duly authorized to provide the data to PowerSchool for processing based on having obtained parental consent where necessary. Customer further acknowledges that it has read, fully understands, and agrees to abide by PowerSchool’s Privacy Policy, available at [www.powerschool.com/privacy](http://www.powerschool.com/privacy) and as may be revised from time-to-time, incorporated by reference herein.

1.4.3. European Union. For engagements with Customers and User(s) located in the member countries of the European Union and the European Economic Area, the Parties acknowledge applicable Customer Data will be subject to the General Data Protection Regulation (GDPR), as amended with enforcement from the European Data Protection Board through EU and EEA national data protection authorities, and the European Data Protection Supervisor (EDPS).

1.4.4. United Kingdom. For engagements with Customers and User(s) located in the United Kingdom after December 31, 2020, the Parties acknowledge applicable Customer Data will be subject to the United Kingdom General Data Protection Regulation, and Data Protection Act of 2018, as amended, along with will regulations such as the Pupils’ Educational Records Regulation 2003 (Scotland); the Public Information Regulations 2011 (Wales); and the Education Regulations (Northern Ireland) of 2009, as amended, and as enforced by the Information Commissioner.

1.4.5. Switzerland. For engagements with Customers and its User(s) located in Switzerland, the Parties acknowledge applicable Customer Data will be subject to the Swiss Federal Data Protection Act, to be replaced with the Swiss Data Protection Act 2020 (DPA).

**1.5.** PowerSchool will safeguard and keep confidential personal or sensitive information obtained from the User(s), including, but not limited to, personally identifying information such as the name, email address or screen name of the User(s).

**1.6.** PowerSchool may access and use Customer Data on a need-to-know basis and only as expressly authorized by Customer for the sole and express purpose of fulfilling its obligations under this Agreement and any applicable Quote or Statement of Work. Any such access or use of Customer Data by PowerSchool shall be to the minimum extent necessary and only for PowerSchool to fulfill its obligations under this Agreement and any applicable Quote or Statement of Work. PowerSchool shall reasonably cooperate and assist Customer in connection with access requests, inquiries and complaints regarding Customer Data from the individual to whom the data relates or data protection authorities.

**1.7.** The terms herein will not be construed as prohibiting either Party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.



**1.8.** PowerSchool will not disclose (and will not instruct any of its employees or subprocessors to disclose) in any manner whatsoever any Customer Data to any third party unless: (i) such disclosure is required in order for PowerSchool to perform its obligations pursuant to this Agreement and any applicable Quote or Statement of Work; (ii) such disclosure is permitted under applicable privacy laws; and (iii) the third party agrees, in writing, to protect the confidentiality and security of Customer Data. If PowerSchool becomes legally compelled to disclose any of Customer Data, PowerSchool will to the extent permitted by law provide Customer with prompt written notice thereof prior to disclosure.

## **2. Return and Disposition of Data.**

- 2.1.** Upon written request and in accordance with the applicable terms in **Sections 2.2 or 2.3**, below, PowerSchool will dispose or delete all Customer Data within a commercially reasonable time-period when it is no longer needed for the purpose for which it was obtained. Customer must inform PowerSchool when Customer Data is no longer needed. Disposition will include (1) the shredding of any hard copies of any Customer Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make the information unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes PowerSchool to maintain Customer Data beyond the time period reasonably needed to complete the disposition. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Data have been disposed. Upon receipt of a request from Customer, PowerSchool will provide Customer return of Customer Data, within ten (10) calendar days of receipt of said request, as commercially reasonable. Customer acknowledges there may be a reasonable service fee attached to such data return service where more than two (2) such service request is submitted by the Customer during the term. PowerSchool will promptly provide a copy of the Customer Data in PowerSchool's possession at termination or expiration of the Agreement and will certify in writing delivery to Customer.
- 2.2.** Partial Disposal During Term of this Agreement. Throughout the Term of this Agreement, Customer may request partial disposal of Customer Data that is no longer needed. Partial disposal of Customer Data will be subject to Customer's request to transfer such data to a separate account. To the extent Customer is unable to transfer such data by their own accord, PowerSchool agrees to assist Customer to transfer any Customer Data in question, so long as it is commercially reasonable to do so. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer. All transfers must comply with applicable law. PowerSchool is not liable or in breach of this Agreement when it denies a transfer it reasonably believes is not in compliance with the law. Any transfer made on Customer's written request that such transfer is compliant with the law requires Customer to fully indemnify, defend, and hold harmless PowerSchool from complying with Customer's instructions.
- 2.3.** Complete Disposal Upon Termination of this Agreement. Upon termination of this Agreement, PowerSchool will dispose of or delete all Customer Data within a commercially reasonable time period following termination; provided, however, in no event will PowerSchool dispose of Customer Confidential information pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Customer Data needs not be transferred to a separate account.
- 2.4.** Transfer to Succeeding Vendor Upon Termination. Upon termination, or upon a party's receipt of effective notice of termination, of this Agreement, PowerSchool will, if so requested by Customer, securely transfer all Customer Data directly from PowerSchool's Site to the hosting site or platform of another vendor designated by Customer, such transfer to occur on a date on or after the effective date of termination as directed by Customer in a format mutually agreed by PowerSchool. PowerSchool will have no obligation to transfer Customer Data in a form or format specified by succeeding vendor, but PowerSchool will provide Customer Data in a manner that is agreed upon



as industry standard. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer.

3. **Data Security.** PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices for digital storage of sensitive personal data, to protect Customer Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:
  - 3.1. **Passwords and Employee Access.** PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Customer Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Customer Data to employees or contractors who require access pursuant to the Agreement, and only on terms consistent or exceeding the data security measures required by this Agreement between the Parties.
  - 3.2. **Security Protocols.** The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to this Agreement in a secure digital environment and will not copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of data requests by Customer.
  - 3.3. **Employee Training.** PowerSchool will provide periodic security training to those of its employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.
  - 3.4. **Security Technology.** PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to this Agreement in an environment using a firewall that is updated according to industry standards.
  - 3.5. **Security Coordinator.** PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to this Agreement upon written request.
  - 3.6. **Sub-processors Bound.** PowerSchool will enter into written agreements whereby sub-processors agree to secure and protect Customer Data in a manner consistent with the terms of this **Section 3**. PowerSchool will periodically conduct or review compliance monitoring and assessments of sub-processors to determine their compliance with this **Section 3**. For the purposes of this Agreement, the term "sub-processor" means a party other than Customer or PowerSchool, whom PowerSchool uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Customer Data.
  - 3.7. **Periodic Risk Assessment.** PowerSchool further acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and remediate any identified security and privacy vulnerabilities in a timely manner.
  - 3.8. PowerSchool will follow its established access security policies to support the physical security of the Customer Data against such risks as unauthorized access, collection, use, disclosure or disposal, loss or modification. Such security arrangements will include, without limitation, reasonable technical, physical, and administrative safeguards.

- 4. Data Breach.** In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding seventy-two (72) hours. In the event Customer Data is confirmed to have been accessed or obtained by an unauthorized individual or third party and PowerSchool becomes aware of and objectively confirms the presence of any unauthorized or improper access to, use of and disclosure of any Customer Data, in its possession or under its care and control on behalf the Customer in violation of applicable breach notification laws (each a “**Breach**”), PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding forty-eight (48) hours. PowerSchool agrees to comply with all reasonable requests from Customer in relation to such Breach and, in consultation with Customer and subject to any directions from Customer, take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Customer Data.
- 5. Breach Process.** In the event of a Breach, PowerSchool will follow the following process:

  - 5.1.** The security breach notification will be written in plain language, will be titled “Notice of Data Breach,” and will present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
  - 5.2.** The security breach notification described above in **Section 4.1** will include, at a minimum, the following information:

    - 5.2.1. The name and contact information of Customer’s Designee or his/her designee for this purpose.
    - 5.2.2. A list of the types of Customer Data that were or are reasonably believed to have been the subject of a Breach.
    - 5.2.3. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification will also include the date of the notice.
    - 5.2.4. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
    - 5.2.5. A general description of the Breach, if that information is possible to determine at the time the notice is provided.
  - 5.3.** PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to a Breach related to Customer Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, of any such data breach.
  - 5.4.** PowerSchool further acknowledges to have a written incident response plan that reflects best practices and is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data breach, breach of security, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a copy of said written incident response plan.
  - 5.5.** If Customer requests PowerSchool’s assistance providing notice of unauthorized access, and such assistance does not take on a form unduly burdensome to PowerSchool, PowerSchool will reasonably co-operate and assist in, any investigation of a complaint that any Customer Data has been collected, used or disclosed contrary to Privacy Laws, or the policies of Customer, whether



such investigation is conducted by Customer itself or a body having the legal authority to conduct the investigation, including but not limited to co-operation and assistance in notifying the affected individual(s) of the unauthorized access, which will include the information listed in Sections 4.1 and 4.2, above.

If PowerSchool receives a request for access to any Personal Information from any person (other than Customer), PowerSchool shall promptly advise the applicant to make the request to Customer and, if Customer has advised PowerSchool of the name or title and contact information of a specific official of Customer to whom such requests are to be made, PowerSchool shall also promptly provide that official's name or title and contact information to the applicant.

PowerSchool shall not be entitled to, and hereby waives forever any and all rights to withhold any Customer Data from Customer to enforce any alleged payment obligation or in connection with any dispute relating to the terms of this Agreement and any Quote or Statement of Work or any other matter between Customer and PowerSchool. The Customer is not entitled to, and hereby waives forever any and all rights to withhold payment from PowerSchool for any undisputed outstanding invoices not expressly agreed to by PowerSchool in writing.



## EXHIBIT E

### PRODUCT SPECIFIC TERMS

This Exhibit contains terms and conditions specifically for certain products or services of PowerSchool. Such terms do not apply to all PowerSchool products in general.

#### 1. TERMS RELATING TO EMBEDDED APPLICATIONS

**1.1 Oracle.** The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

The Oracle Software may only be used in conjunction with the Subscription Services and solely for Customer's internal business purposes.

- a) Oracle USA, Inc. ("Oracle") will have no liability whatsoever to Customer for any damages, whether direct, indirect, incidental, or consequential arising from Customer's use of Subscription Services or the Oracle Software.
- b) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
- c) Customer will be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.
- d) Customer's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.
- e) Oracle will be a third-party beneficiary of this Agreement.
- f) Oracle will have no performance obligation or liability to Customer in connection with this Agreement.

Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement.

**1.2 GPL Software.** Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("GPL"). Customer may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Subscription Services.

**1.3 Illuminate.** The following terms are applicable to a certain Embedded Application known as Illuminate (the "Illuminate Software") provided by Illuminate Education, Inc. ("Illuminate"):

- a) **LICENSE GRANT:** The LICENSEE is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Assessment Item Bank through Licensor's platform within the State in which the Licensee is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the items from the Illuminate Content (referred to herein as the "Illuminate Content", "Item Bank", or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as "Items") to students registered within the Licensee's schools/districts for the sole purpose of performing formative assessments of those students (the "License"). The Licensee is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to the Licensee under the License will remain exclusive to Illuminate. Without limiting the generality of the foregoing, the Licensee acknowledges that Illuminate retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein, and all modifications and derivative works created there from. The Licensee's rights to access and use the Item Bank, the Items and all

modifications and derivative works thereof shall terminate upon the earlier of: (i) termination of the agreement between the Licensee and Licensor granting this License; or (ii) termination of Licensor's right and license to distribute the Item Bank. Licensee acknowledges that use of the Item Bank, the Items, and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of Illuminate's proprietary rights.

**b)** Throughout the term of the License Illuminate will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Licensee, of specific Items and/or passages from the Item Bank.

**c)** Data Extracts. Illuminate shall have the option to request data files for the Licensor containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content. With regard to this Agreement, Illuminate agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).

**d)** ILLUMINATE REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY. ILLUMINATE REPRESENTS THAT IT HASA THE RIGHT TO GRANT THIS LICENSE. ILLUMINATE MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. ILLUMINATE IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK. ILLUMINATE WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY ILLUMINATE OR (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.

**e)** ILLUMINATE WILL HAVE NO LIABILITY UNDER THE LICENSEE'S AGREEMENT WITH LICENSOR. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO ILLUMINATE BY OR ON BEHALF OF THE LICENSEE PURSUANT TO THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

- 1.4 Employee Records – Contracts Only License.** If Customer purchased “Unified Talent Contract Management Express,” Customer’s use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee. Unless Customer purchased “Unified Talent Records,” PowerSchool does not grant Customer usage of the full feature set of the *Employee Records* solution. PowerSchool reserves the right to audit the usage of other features and charge fees up to the list price of the full *Employee Records* solution if Customer purchased “Unified Talent Contract Management Express” but did not appropriately limit its use to the Contracts feature, as set out herein.

**2. STATE OR PROVINCIAL REPORTING CODE.** PowerSchool makes no representation that the PowerSchool SIS, eSchoolPLUS, iNOW SIS, or Trillium SIS products include any SRC or PRC designed to meet the reporting requirements of Customer’s state or province, as applicable. If PowerSchool does offer SRC or PRC for Customer’s state or province, Customer acknowledges that the SRC or PRC is intended as a tool to assist Customer in complying with state or provincial regulatory requirements; however,



PowerSchool does not warrant or guarantee that the SRC or PRC conforms to, or that use of the SRC or



PRC will ensure Customer's compliance with, all state or provincial regulatory requirements that may apply or that the SRC or PRC will be maintained to conform to such requirements now or in the future. It is Customer's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

**3. HARDWARE.** If Customer is purchasing any hardware through PowerSchool, Customer acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Customer only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third-party software being purchased by Customer through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool will have no liability whatsoever in connection with such claims.



150 Parkshore Dr, Folsom, CA 95630  
 Remit Email:  
 nandini.bhoopathy@powerschool.com  
 Quote Date: 25-NOV-2021  
 Quote #: Q-497399-4

Prepared By: Salam Abhijeet Singh  
 Customer Name: Lincolnwood School District 74  
 Contract Term: 17 Months  
 Start Date: 1-FEB-2022  
 End Date: 30-JUN-2023  
 Billing Frequency: Annually

Customer Contact: Jordan Stephen  
 Title: Director of Technology  
 Address: 6950 N East Prairie Rd  
 City: Lincolnwood  
 State/Province: Illinois  
 Zip Code: 60712-2520  
 Phone #: (847) 675-8234

Product Description	Quantity	Unit	Extended Price
Initial Term 1-FEB-2022 - 30-JUN-2023			
License and Subscription Fees			

PowerSchool Enrollment Registration	1,282.00	Students	USD 15,242.98
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License and Subscription Totals: **USD 15,242.98**

**Quote Total**

<b>Initial Term</b>	<b>1-FEB-2022 - 30-JUN-2023</b>
<b>Payment Total</b>	<b>USD 15,242.98</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Lincolnwood School District 74

Signature:

Signature:



Printed Name: Eric Shander

Printed Name: Jordan Stephen

Title: Chief Financial Officer

Title:

Date: 25-NOV-2021

Date:

PO Number: \_\_\_\_\_



150 Parkshore Dr, Folsom, CA 95630  
 Remit Email:  
 nandini.bhoopathy@powerschool.com  
 Quote Date: 25-NOV-2021  
 Quote #: Q-502098-3

Prepared By: Salam Abhijeet Singh  
 Customer Name: Lincolnwood School District 74  
 Contract Term: 15 Months  
 Start Date: 9-MAR-2022  
 End Date: 30-JUN-2023  
 Billing Frequency: Annually

Customer Contact: Jordan Stephen  
 Title: Director of Technology  
 Address: 6950 N East Prairie Rd  
 City: Lincolnwood  
 State/Province: Illinois  
 Zip Code: 60712-2520  
 Phone #: (847) 675-8234

Product Description	Quantity	Unit	Extended Price
Initial Term 9-MAR-2022 - 30-JUN-2023			
License and Subscription Fees			
PowerSchool SIS Maintenance and Support	1,282.00	Students	USD 9,948.32

License and Subscription Totals: **USD 9,948.32**

#### Quote Total

<b>Initial Term</b>	<b>9-MAR-2022 - 30-JUN-2023</b>
<b>Payment Total</b>	<b>USD 9,948.32</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Lincolnwood School District 74

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name: Jordan Stephen

Title: Chief Financial Officer

Title:

Date: 25-NOV-2021

Date:

PO Number: \_\_\_\_\_



## Executive Summary Finance Committee Meeting

DATE: January 20, 2022

TOPIC: Raptor Technologies, LLC Subscription Renewal Agreement

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The District's Agreement with Raptor Technologies, LLC is up for renewal. The District has used Raptor's Visitor Management System for the past seven years to enhance building security by checking a visitor's government issued photo ID against national databases of registered sex offenders as well as a custom list of prohibited persons and the system provides temporary badges that identify the visitor's name, date, and purpose of visit.

District Legal Counsel reviewed the Subscription Agreement and commented that past renewal included a "Subscription Agreement" which was revised to address our non-SOPPA concerns and found and found the rest of the Agreement acceptable. Since no student data is being captured with this product, SOPPA does not apply.

### **Fiscal Impact:**

\$2,975 (\$595 per location) for the usage and support of the Raptor Technologies Product.

The District paid Raptor Technologies, LLC \$2,750 in 2021-2022

### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Renewal Agreement with Raptor Technologies, LLC for Visitor Management System in the amount of \$2,975 from February 1, 2022 to February 1, 2023.

# Terms Of Use

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## END USER LICENSE AGREEMENT (EULA)

**THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BY AND AMONG RAPTOR TECHNOLOGIES, LLC , (“RAPTOR”) AND BOTH YOU AND THE ENTITY THAT YOU REPRESENT (“CUSTOMER” OR “YOU”) SETTING FORTH THE LEGALLY BINDING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICES (AS SUCH TERM IS DEFINED BELOW).**

**THIS AGREEMENT TAKES EFFECT UPON THE DATE WHEN YOU CLICK AN “I ACCEPT”, “OK”, OR “I AGREE” BUTTON OR OTHERWISE CLICK A CHECK BOX PRESENTED WITH THIS AGREEMENT INDICATING ACCEPTANCE, OR UPON THE DATE THAT YOU FIRST ACCESS OR USE RAPTOR’S SOFTWARE SOLUTIONS INCLUDING BUT NOT LIMITED TO VISITOR MANAGEMENT, VOLUNTEER MANAGEMENT, AND EMERGENCY MANAGEMENT (THE “SERVICES”) AFTER YOU HAVE BEEN PRESENTED WITH THESE TERMS.**

**YOU HEREBY REPRESENT TO RAPTOR THAT: YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS; YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND ITS TERMS AND CONDITIONS; YOU AGREE TO BE BOUND LEGALLY BY THIS AGREEMENT, AND UPON ENTRANCE INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT AND AGREE THAT BOTH YOU AND SUCH ENTITY WILL BE SO BOUND LEGALLY BY THE AGREEMENT; YOU WILL NOT, AND WILL NOT ALLOW ANY THIRD PARTY TO, USE THE SERVICES TO DIRECTLY OR INDIRECTLY, DEVELOP OR IMPROVE A SIMILAR OR COMPETING PRODUCT OR SERVICE, INCLUDING ANY USE FOR COMPETITIVE ANALYSIS, BENCHMARKING, OR MARKETING.**

**IF YOU DO NOT AGREE TO BE SO BOUND, OR DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN THIS AGREEMENT WILL IMMEDIATELY TERMINATE AND YOU MAY NOT USE THE SERVICES.**

Raptor and Customer are referred to as the “Parties” and each may be referred to as a “Party.”

In consideration for the mutual covenants and promises set forth herein, the Parties hereby agree as follows:

## 1. Definitions.

1.1. “Customer Data” means any of your data that is provided by you to Raptor (including through the Services).

1.2. “Raptor Property” means the software (including all source code) used to provide the Services and all enhancements, updates, upgrades, corrections and modifications thereto; all intellectual property rights relating to the software or any Services; Raptor’s graphics, logos, names, designs, page headers, button icons, scripts, and service names; the “look” and “feel” of the Services including any graphical user interfaces and user portals (including color combinations, button shapes, layout, design and all other graphical elements); and Raptor’s API definitions and documentation, data integration interfaces and protocols.

## 2. Services.

2.1. License Grant. Raptor provides to you a limited, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use the Services in accordance with the terms of this Agreement. This Agreement permits you to use and access the Services from the Internet or through an online network. You may print and download materials and information from the Services solely for your use, provided that all such copies contain all copyright and other applicable notices contained in such materials and information. Your use of the Services will be subject to the obligations and restrictions regarding use of the Services as set forth in this Agreement.

2.2. Restrictions on Use. The foregoing license is limited. You may not use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit any data provided by Raptor through the Services in a manner not expressly permitted by this Agreement. You will not and will not permit any of your employees or contractors acting on your behalf to: (i) use any Services in a manner that is inconsistent with the terms of this Agreement; (ii) modify, adapt, translate, copy, decompile, disassemble, or reverse engineer any portion of the underlying software to any Services; (iii) use, sell, lease or permit use of any portion of the Services for the benefit of any third party; (iv) interfere with or disrupt the operation of any Services provided to you or made available by Raptor to third parties; (v) transmit or make available in connection with any Services any denial of service attack, virus, worm, Trojan horse or other harmful code or activity; (vi) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures relating to any Services without the express written consent of Raptor; (vii) take any action that repeatedly imposes, or may repeatedly impose, in Raptor's reasonable opinion, an unreasonable or disproportionately large load on Raptor's infrastructure; (viii) submit, post or make available false, incomplete or misleading information to any Services, (ix) impersonate any other person or business, (x) violate the rights of any other party or infringe upon any intellectual property rights of a party or (xi) use any Services to violate any applicable law, regulation, or order.

## 3. Ownership of Property and Customer Data.

3.1. Use of Customer Data. Raptor may use Customer Data solely to provide Services.

3.2. Protection of Customer Data. Raptor will use commercially reasonable efforts to implement and maintain industry best-practice information security policies and processes (including technical, administrative and physical safeguards) that are designed to prevent unauthorized access to, or use or disclosure of, the Services or any Customer Data.

3.3. Rights to Customer Data. You own all right, title, and interest (including all intellectual property rights) in and to the Customer Data.

3.4. Raptor Property. This Agreement provides only a limited license to access and use the Services. Accordingly, you expressly acknowledge and agree that Raptor transfers no express or implied ownership or intellectual property interest or title in and to the Services, and hereby agree that Raptor owns all right, title and interest (including all intellectual property rights) in and to the Raptor Property. You may use Raptor Property solely in connection with the Services and will return or destroy Raptor Property at Raptor's request.

## 4. Representations and Warranties.

4.1. Representations and Warranties. Each party represents and warrants to the other that (i) it has full right and power to enter into and perform under this Agreement, without any third-party consents or conflicts with any other agreement; (ii) its use or provision, as applicable, of the Services is in compliance with all applicable laws, regulations, and orders, including those relating to privacy and data protection; (iii) its use or provision, as applicable, of the Services does not and will not infringe, violate, or misappropriate the intellectual property rights of any third party; and (iv) there are no pending or threatened claims pertaining to such party's ability to use or provide the Services or any similar service, or that would prevent such party from fulfilling its obligations under the Agreement.

4.2. Warranty Disclaimer. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 4.1, RAPTOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. Disclaimer.

Raptor disclaims and Customer assumes all responsibility for determinations of an individual's registered sex offender status or custom alert status based on the information conveyed in connection with the Services. Customer is solely responsible for such determinations and understands that information provided by Raptor is not intended to substitute for the determinations made by Customer and Customer's employees and contractors.

## 6. Suspension of Services.

In the event that Raptor believes in good faith that it is necessary to suspend the Services in order to: a) protect Customer Data or your use of the Services from disruption or harm (e.g. malicious traffic, unauthorized access by a third party), or b) protect the data of, or use of the Services by, other Raptor customers from disruption or harm (e.g. malicious traffic, unauthorized access by a third party), Raptor may suspend the Services in such situation in its sole discretion, and will use commercially reasonable efforts to notify you before such suspension occurs. In the event such prior notice by Raptor to you of the suspension of Services is not commercially feasible, then Raptor will notify you of any such suspension as soon as is commercially practicable. Raptor will use commercially reasonable efforts to mitigate the time the Services are suspended. Notwithstanding anything to the contrary herein, you will not be entitled to any refund or credit due to a good faith suspension of Services pursuant to this Section 6.

## 7. Vendor.

Raptor is a vendor, and not an employee, partner, agent, or joint venture partner of you. Each of you and Raptor are solely responsible and liable for its own income and employment taxes, insurance premiums and employment benefits. No employee of one party is eligible for any benefits (including stock options, health insurance or retirement benefits) provided by the other party to its employees.

## 8. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH

PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES DUE TO BE PAID BY YOU TO RAPTOR UNDER THIS AGREEMENT (OR FOR THE CORRESPONDING PAID SERVICE) DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE FIRST CLAIM AROSE. NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO FILING OF A COMPLAINT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER PARTY. LIABILITY FOR (A) YOUR PAYMENT OF FEES TO RAPTOR UNDER THIS AGREEMENT (OR FOR A CORRESPONDING PAID SERVICE] AND (B) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD SHALL NOT BE SUBJECT TO ANY LIMITS ON LIABILITY SET FORTH IN THIS SECTION 7.

## 9. Indemnification.

9.1. Indemnification by You. You will indemnify, defend and hold harmless Raptor and its affiliates (including its and their respective directors, officers, employees and agents) from and against any and all third party claims, demands, losses, costs, expenses, damages and liabilities (including reasonable attorneys' fees) ("Claims") relating to your breach of Section 2.2 of this Agreement.

9.2. Indemnification by Raptor. Raptor will indemnify, defend and hold harmless you and your affiliates (including its and their respective directors, officers, employees and agents) from and against any and all third party Claims that any of the Services, in the form provided by Raptor, constitutes a direct infringement or misappropriation of a patent claim, copyright, trademark or trade secret of such third party.

9.3. Indemnification Procedures. The indemnified party will give the indemnifying party prompt written notice of any Claim and will cooperate in relation to the Claim at the indemnifying party's expense. The indemnifying party will have the exclusive right to control and settle any Claim, except that the indemnifying party may not settle a Claim without the indemnified party's prior written consent if the settlement requires the indemnified party to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). The indemnified party may participate in the defense of any Claim at its expense.

## 10. General.

10.1. Injunctive Relief. The Parties agree and acknowledge that any violation of Sections 2.2, 3.3 or 3.4 will cause irreparable harm and injury to the non-breaching Party and that, in addition to all other remedies that may be available in law or otherwise, the aggrieved Party will be entitled to seek equitable relief, including injunctive relief, against the threatened or actual breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. The Parties waive any requirement for security or posting of a bond in connection with any such equitable remedy.

10.2. Governing Law; Jurisdiction. This Agreement will be deemed to have been made in, and will be construed pursuant to the laws of, the State of Texas without regard to conflicts of law provisions thereof. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a state or federal court in Harris County, Texas, and each party irrevocably submits to the jurisdiction and venue of such courts. EACH PARTY HEREBY WAIVES ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE AND AGREES TO EXCLUSIVE JURISDICTION AND VENUE IN TEXAS.

10.3. Non-Exclusive. Nothing herein prohibits Raptor from creating or offering the Services or entering into any similar agreement with any other party.

10.4. Amendment. Raptor may amend the terms and conditions of this Agreement at any time by reasonable notice, including without limitation by posting revised terms on its website, which amended terms and conditions will be binding upon you, except in the case of any material change to this Agreement. In the case of any material change to this Agreement, such amendment will become effective when you click an “I Accept”, “OK”, or “I Agree” button or otherwise click a check box indicating acceptance when presented with such amendment.



**Renewal Notice**

**Date** 12/1/2021  
**Renewal #** 23461

**"Protect Every Child, Every School, Every Day"**

**Your Service Ends  
1/31/2022  
To avoid loss of service, please  
pay renewal fee on or before the  
above service end date.**

**Bill To:**

Lincolnwood School District  
Accounts Payable  
6950 N. East Prairie Rd  
Lincolnwood IL 60712

**Ordered By:**

Lincolnwood School District 74

Terms
RN N60

Description	Qty	Price	Amount
Raptor Visitor Management Annual Access Fee	5	\$595.00	\$2,975.00

<b>Subtotal</b>	\$2,975.00
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$2,975.00

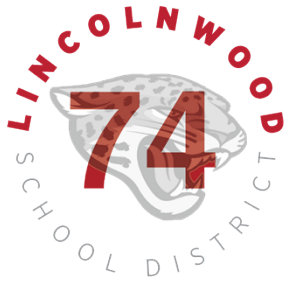
**Questions? Email [Renew@Raptortech.com](mailto:Renew@Raptortech.com)**

Remit Checks to:

Raptor Technologies, LLC  
Dept 141  
PO Box 4458  
Houston, TX 72210-4458

Please reference invoice number(s) on all check payments.





## Executive Summary Finance Committee Meeting

DATE: January 20, 2021

TOPIC: 2022-23 Swiftreach Networks, LLC Agreement for SwiftK12 for PowerSchool – Unlimited  
Messaging

PREPARED BY: Jordan Stephen

### Recommended for:

- Action
- Discussion
- Information

### Purpose/Background:

SwiftK12 for PowerSchool is a mass notification system that is integrated into PowerSchool and used by the District to send out email, phone, and text message notifications and emergency alerts to parents, guardians, and staff.

District Legal Counsel reviewed the Swiftreach Network's renewal and Master Service Agreements which were updated last year and found to be acceptable.

### Fiscal Impact:

\$2,517.98

The District paid \$1,263.75 in 2021-22 with Swiftreach.

*\*\*Note\*\* These prices have increased as we have aligned the dates so that the end of contract date will now align with the end of the 2023 school year along with the Schoology and Powerschool contracts.*

### Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve this Renewal Agreement from Swiftreach Networks, LLC for SwiftK12 for PowerSchool – Unlimited Messaging in the amount of \$2,517.98 from February 1, 2022 to June 30, 2023.

## AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND SWIFTRREACH NETWORKS, LLC

This Amendment is entered into as of December 9, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“Client”) and Rave Wireless, Inc. d/b/a Rave Mobile Safety or SwiftReach Networks, LLC (“SwiftReach”) (collectively, the “Parties”) pursuant to the Renewal Order From starting February 1, 2022, and the Rave Wireless Inc. and SwiftReach Networks, LLC Master License and Services Agreement (“Agreement”) entered into by the Parties as of the same date, 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. SwiftReach shall not materially modify or amend the Master Services Agreement, Privacy Policy, or Terms and Conditions (currently located at [www.swiftreach.com](http://www.swiftreach.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 Client.

3. **FOIA/OMA.** Client 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 SwiftReach prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. SwiftReach 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, and venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and SwiftReach hereby submits to the jurisdiction of that court. All 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, SwiftReach shall also maintain all Student Data obtained from Client 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.*). SwiftReach 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 Client, 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 grossly negligent or intentional acts or omissions of SwiftReach; and shall destroy all Student Data when the Student Data is no longer needed by SwiftReach or upon termination of the Agreement, as requested by Client, provided SwiftReach may retain copies of Student Data in its archival storage in accordance with its Record Retention Policy and regulatory directives.

6. **Insurance.** During the term of this Agreement and any renewal thereof, SwiftReach shall maintain a cyber-liability insurance policy insuring against data breaches. Client shall be named as an additional insured on such policy.

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: \_\_\_\_\_

Date: \_\_\_\_\_

**SWIFTREACH NETWORKS, LLC**

DocuSigned by:  
By: William C. Price  
11D6E012555240B...

Its: CFO

Date: 12/9/2021



**LICENSE & SERVICES ORDER FORM ("ORDER FORM")**

**CLIENT INFORMATION:**

CLIENT NAME ("CLIENT"):	<b>Lincolnwood School District 74</b>
ADDRESS:	<b>6950 N East Prairie Rd</b>
	<b>Lincolnwood, Illinois 60712</b>
CONTACT NAME/TITLE:	<b>Jordan Stephen / Admin</b>
PHONE:	<b>8476758234</b>
EMAIL:	<b>jstephen@sd74.org</b>

<b>INITIAL LICENSE TERM:</b>	February 1, 2022 through June 30, 2023
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**FEES INFORMATION:**

ANNUAL LICENSE FEES:

Product Description	Unit	Qty	Annual License Fee
SwiftK12 for PowerSchool - Unlimited Messaging	Each	2,517.98	\$2,517.98
Annual License Fee(s):			\$2,517.98

PROFESSIONAL SERVICES FEES:

One-Time Service Description	One-Time Fee	
Total Set-Up Fee(s):		\$-0.00

TOTAL FEES:

	# of Months	Cost Per year	Total Contract
Annual Fees:	16	\$2,517.98	\$2517.98
One-Time Fees (Set Up & Integration):			\$-0.0
Total Fees			\$2517.98

<b>Fees Payable Net 30:</b>	<b>\$2,517.98</b>
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**STANDARD CONDITIONS:**

- Effective Date.** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").
- Master License and Services Agreement.** By signing this Order Form, Client agrees to be bound by all of the terms and conditions of the Rave Wireless, Inc, and SwiftReach Networks, LLC Master License and Services Agreement which is expressly incorporated by reference in this Order Form as set forth in the following URL: [https://www.getrave.com/termspdf/RaveSwiftReachMLSA\\_v.6.pdf](https://www.getrave.com/termspdf/RaveSwiftReachMLSA_v.6.pdf) ("Agreement") or as otherwise attached hereto. Any capitalized terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. The individual representative of Client executing this Order Form has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.
- Fees Payable.** Client shall pay to SwiftReach, or its designee, without offset or deduction, the Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant SwiftReach invoice.
- Voice Calling (if applicable).** No additional fees shall be payable to Rave for unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.



5. **Purchase Orders.** Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to SwiftReach, Client will timely issue such purchase order to SwiftReach. Notwithstanding the foregoing, Client agrees that the absence of a purchase order or other ordering document may not be used as a basis to avoid or excuse the performance of any of Client's obligations under the Agreement, including, but not limited to, payment of all Fees due to SwiftReach.

**SPECIAL CONDITIONS:**

16 Month contract so that the customer can align this contract with their fiscal year that starts on July 1.

**BILLING INFORMATION:**

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.

Is the contracting entity exempt from sales tax? If yes, please upload a copy of your tax exemption form

Please ensure that your proof of exemption is a State Tax Exemption for your billing state. We cannot accept proof of IRS Federal Tax Exemption or W-9 forms in lieu of proof of state tax exemption.

Invoices for this order will be emailed automatically from [collections@ravemobilesafety.com](mailto:collections@ravemobilesafety.com). Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

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**AGREED AND ACCEPTED:**

**SWIFTRREACH NETWORKS, LLC (a Rave Mobile Safety Company)**

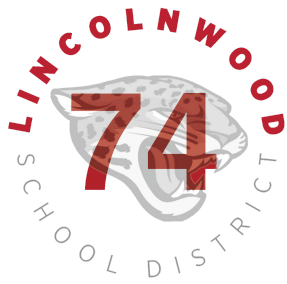
Signature: *Crystal Kidd*

Date: 12/08/2021

**CLIENT: Lincolnwood School District 74**

Signature:

Date:



DATE: January 20, 2022

TOPIC: Learning A-Z / Vocabulary A-Z Renewal and Alignment

PREPARED BY: Jordan Stephen

**Recommended for:**

- Action
- Discussion
- Information

**Purpose/Background:**

Vocabulary A-Z is a product that is a tool produced by the Learning A-Z Company creators Raz-Kids, Reading A-Z which are used in all schools across the District. The resources within Vocabulary A-Z provide teachers with pre-made and customizable vocabulary lessons that seamlessly connect instruction to a current topic of study. Teachers can assign lessons to students for online independent practice as well as differentiated instruction to help raise student achievement.

Originally, Lincolnwood School District 74 had a subscription to this service under the title "VocabCity". Recently Learning A-Z purchased that company and integrated the content into their product line up. Our initial subscription to this service was based upon 96 classroom users. After conferring with the staff and the Learning A-Z Company, we were provided with a quote that extends our usage through the remainder of the school year, and aligns the end date with our other Learning A-Z products.

District Legal Counsel reviewed the Terms and Conditions and Privacy Policy and presented the vendor with our standard Amendment. Counsel and the vendor are still in the process of working though the final terms of that and/or will use an Exhibit E to cover SOPPA compliance and feel confident that we will have this completed prior to the BOE meeting, but recommended that we present this to the Finance committee.

**Fiscal Impact:**

\$ 2,756.25 for the use of Vocabulary A-Z for 45 classrooms, covering students and teachers in both Todd and Rutledge Hall from January 11, 2022 to August 7 2022. (Based upon past receipts, the District paid Learning A-Z the equivalent of \$8,610.00 in 2021-2022 for Vocab City Licensing)

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Renewal for Vocabulary A-Z in the amount of \$2,756.25 from January 11, 2022 to August 7, 2022.

# Title Content

[TERMS AND SECURITY](#) > [POLICIES](#)  
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## Terms of Service

*Last Updated July 31, 2020*

### Learning A-Z Terms of Service

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR ACCOUNT.**

#### 1. ACCEPTANCE OF TERMS

Learning A-Z provides its services on any purchased website to you, subject to the following Terms of Service ("TOS"), which may be updated from time to time. Please bookmark this page to review the most current version of the TOS at any time. Your use of any purchased website and its materials constitutes your agreement to all such terms, conditions, policies, and notices (the "Agreement"). This Agreement is a legal document that governs the terms and conditions of your subscription to Learning A-Z. You are also agreeing to accept a non-exclusive, non-assignable right and license to use Learning A-Z and its resources. Learning A-Z is offered and sold on a subscription basis; however, certain areas are available to visitors without cost on a trial or demonstration basis.

#### 2. DESCRIPTION OF SERVICE

Learning A-Z provides users with access to a rich collection of teaching resources through its collection of websites (the "Service"): Reading A-Z, Raz-Kids, Headsprout, Science A-Z, Writing A-Z, Vocabulary A-Z, and ReadyTest A-Z. Unless explicitly stated otherwise, any new featur

or enhance the current Service, including the release of new resources, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Learning A-Z assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **3. LICENSE USAGE**

A license grants access to the purchased Learning A-Z website as well as permission to use its copyrighted resources as part of the classroom curriculum. Each educator using the resources must have a license in order to obtain the necessary permission. Each Learning A-Z license is valid for one family or classroom only (with up to 36 students). If your family or classroom has less than 36 students, it is not permitted to share a license with another family or classroom. Purchasers of Learning A-Z Licenses may not resale, distribute or otherwise share classroom seats to parties outside of the individual classroom or family for which the license is purchased. Licenses must be maintained for continued permission to use downloaded, copyrighted materials. Each license must be registered in the name of the classroom teacher using the resources.

As part of the registration process, each educator will select, or be provided with, a username and password ("Username"). You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the website(s). Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

In order to access the Service, or use its downloaded resources, you need to obtain a username and password ("Username"). Usernames are either selected by, or issued to, individual subscribers or educators within a learning institution (collectively, "Users") as part of the registration process. You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the Services. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent

impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

You also agree that Usernames may not be shared within anyone outside the registered classroom and/or family. They may only be used by the administrator, educator, or student to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of Usernames issued hereunder. Users also agree to supervise and take full responsibility for the use of the Website by minors under the age of 13 years.

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person within the registered classroom and/or family who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member.

You are responsible for notifying us immediately of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your Username. You must also promptly change your Username to prevent unauthorized access to your Account. We will have no liability for any circumstances arising from the unauthorized use of a Username or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

#### **4. MODIFICATIONS TO SERVICE**

Learning A-Z reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Learning A-Z shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Learning A-Z may change, add, or remove any part of this Agreement, or any other terms associated with the use of the website, at any time, by posting a notice of such changes to the Terms of Service page of the website. Any changes shall become part of the Agreement and shall apply as soon as such a notice is posted. By continuing to use the services after the notice is posted, you are indicating your acceptance of those changes.

#### **5. SPONSORS, THIRD PARTIES, AND ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, spo

parties, or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such sponsor, third party, or advertiser. You agree that Learning A-Z shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sponsors, third parties, or advertisers on the Service.

## **6. LINKS**

Learning A-Z may provide, or third parties may provide, links to other websites or Internet resources. Because Learning A-Z has no control over such websites and resources, you acknowledge and agree that Learning A-Z is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on, or available from, such websites or resources. You further acknowledge and agree that Learning A-Z 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 website or resource.

## **7. 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. LEARNING A-Z EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. LEARNING A-Z MAKES NO WARRANTY 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, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 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 LEARNING A-Z OR THROUGH, OR FROM, THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e. INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY LEARNING A-Z AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

## **8. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LEARNING A-Z SHALL NOT 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 LEARNING A-Z 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) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL LEARNING A-Z'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING LEARNING A-Z.

## **9. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 6 AND 7 MAY NOT APPLY TO YOU.

## **10. TRADEMARK INFORMATION**

All materials on the Learning A-Z websites, including without limitation, names, logos, trademarks, service marks, images, graphics, photographs, illustrations, artwork, and other elements making up the Service are protected by copyrights and other intellectual property rights owned and controlled by Learning A-Z or by other parties that have licensed their material to Learning A-Z. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, no Online Materials may be republished, posted, transmitted, or distributed in any way, or otherwise used for any purpose, without the prior written permission of their respective owners. You may not add, delete, distort, or otherwise modify any Learning A-Z content. Any unauthorized attempt to modify any Online Material, to defeat security features, or to utilize this website for means other than its intended purposes is prohibited.

Learning A-Z logos and product and service names are trademarks of Cambium Learning, Inc. All other trademarks appearing on the website are trademarks of their respective owners and our reference to 157 them does not imply or indicate any approval or endorsement by their owners unless : **Agent Offline**

endorsement is expressly made. Learning A-Z will enforce its intellectual property rights to the fullest extent of the law.

If you suspect that the content or trademarks of a Learning A-Z website product are being misused please contact us (<https://www.learninga-z.com/site/contact/support>) as soon as possible.

## **11. NON-WAIVER**

The failure of Learning A-Z to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS 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 TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **12. HEADINGS FOR CONVENIENCE ONLY**

The section titles in the TOS are for convenience only and have no legal or contractual effect.

## **13. VIOLATIONS**

Please contact us (<https://www.learninga-z.com/site/contact/support>) immediately to report any violations.

## **14. INDEMNIFICATION**

You agree to indemnify, defend, and hold Learning A-Z harmless from any claims and expenses, including reasonable attorneys' fees, arising from or related to any breach by you of any terms of this Agreement.

## **15. LETTERS, REVIEWS, OR OTHER SUCH COMMENTS OR MATERIALS**

Any comments, materials, or letters sent by you to Learning A-Z, including without limitation, questions, comments, suggestions, criticisms or the like ("Received Materials") shall be deemed to be non-confidential and free of any claims of proprietary or personal rights unless you explicitly state in the correspondence that the letter is "not for publication" and contains "private and proprietary" information that may not be distributed. Learning A-Z shall have no obligation of any kind with respect to such Received Materials and Learning A-Z will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from, and/or distribute, the Received Materials without limitation or restriction. Furthermore, Learning A-Z is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Learning A-Z for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using

information, without compensation or any other obligations to anyone, including you.

## **16. PRIVACY**

Learning A-Z is committed to protecting the privacy of website visitors and does not share personally identifiable information with third parties without your consent. Please consult our [Privacy Policy](#) (</knowledgebase/s/article/Privacy?r=146&ui-knowledge-components-aura-actions.KnowledgeArticleVersionCreateDraftFromOnlineAction.createDraftFromOnlineArticle=1>), for more information on our information collection, use and disclosure practices. You acknowledge that, although Learning A-Z agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy, Learning A-Z cannot be held responsible for the actions of third parties who violate our Privacy Policy.

## **17. RESTRICTIONS ON USE**

You may not use Learning A-Z or its content for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree to use Learning A-Z solely for your own noncommercial use and benefit and not for resale or other transfer or disposition to any other person or entity.

**Permitted Use:** You have our permission to print a reasonable number of copies of Learning A-Z content displayed on the Website for noncommercial personal or classroom use, provided that any copies you print continue to show all notices concerning copyright, trademark and other proprietary rights that appear in the material you reproduce and do not exceed the classroom license set forth in Section 3.

**Prohibited Uses:** Except as expressly permitted by copyright law and except as permitted in the preceding paragraph, you must obtain written permission from Learning A-Z, or the third-party owner of material appearing on the Website, for any other copying, redistributing or publishing of any Learning A-Z or "Third Party Content." The downloading of any code from the Website is strictly prohibited. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit, any of the Learning A-Z or Third Party Content, in whole or in part, for commercial purposes without the express permission of Learning A-Z.

**Linking to and framing the Website:** You may create and publish links to any [LearningA-Z.com](https://www.learninga-z.com/) (<https://www.learninga-z.com/>) homepage. Creating and publishing links to any other pages within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

**Additional Restrictions:** You may not: (a) access the Website by any means other than by means supporting secure and encrypted communications; (b) copy, reverse engineer, disassemble

translate, or modify any Website application or service;(c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of User's Username, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application in any manner which is competitive with services provided by Learning A-Z; and (e) knowingly use or permit any others to use any facilities or services of Learning A-Z or its Licensors in connection with any effort that the User knows seeks to breach the security or confidentiality of any other digital or on-line environment.

Users understand that except for Learning A-Z Content, Learning A-Z does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the Learning A-Z Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Learning A-Z. Learning A-Z neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws. In the event you download Content from Learning A-Z, the software, including any files, images incorporated in or generated by the software and data that may accompany the Content are licensed to you by Learning A-Z. Learning A-Z, or our contract partners, does not transfer title to the Content to you. Learning A-Z, or our contract partners, retains full and complete title to the Content and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Content.

## **18. SEVERABILITY**

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

## **19. ENTIRE AGREEMENT**

This Agreement and any other terms and conditions of service on a Learning A-Z website constitute the entire agreement between you and Learning A-Z and govern your use of the Service.

## 20. REFUSAL OR DISCONTINUANCE OF SERVICE

In the event that Learning A-Z determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, it reserves the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other Learning A-Z service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; (v) retroactively charge for the unauthorized use; and/or (vi) take any other action that Learning A-Z deems appropriate.

## 21. CHOICE OF LAW AND FORUM

The laws of the State of Texas will govern this Agreement. The laws of the State of Texas will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Dallas, Texas. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. Learning A-Z makes no representation that materials on Learning A-Z are appropriate or available for use in all locations. Those who choose to access Learning A-Z do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from Learning A-Z are further subject to United States export controls. No materials from Learning A-Z may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria, Venezuela or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Terms And Security

(/knowledgebase/s/topic/0T...

Policies

(/knowledgebase/s/topic/0T...

**Not what you were looking for?**





Check out the Related Articles, or use the **Contact Support** button for more assistance.

[Contact Support](#)

**Related Articles**

[Trial Adventure Terms and Conditions \(/knowledgebase/s/article/Trial-Adventure-Terms-and-Conditions\)](/knowledgebase/s/article/Trial-Adventure-Terms-and-Conditions) 485

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[Referral Program Terms and Conditions \(/knowledgebase/s/article/referral-program-terms-and-conditions\)](/knowledgebase/s/article/referral-program-terms-and-conditions) 174

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[Privacy Policy \(/knowledgebase/s/article/Privacy\)](/knowledgebase/s/article/Privacy) 128.69K

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[Usage \(/knowledgebase/s/article/usage\)](/knowledgebase/s/article/usage) 892

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[Posting Resources on a non-Learning A-Z Site \(/knowledgebase/s/article/posting-resources-on-a-non-learning-a-z-site\)](/knowledgebase/s/article/posting-resources-on-a-non-learning-a-z-site) 499

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Date: 12/07/21

# Learning A-Z License Quote

**Jordan Stephen**

Lincolnwood School District 74  
6950 N. East Prairie Rd.  
Lincolnwood, IL 60712

847-675-8234  
jstephen@sd74.org

Thank you for requesting a quote from Learning A-Z, Jordan Stephen!

**Your username is *jstephen7***

**Your reference number is *9578754*.**

**Please include this reference number on your purchase order.**

Products	Type	License Terms	List Price	Final Cost
VocabularyA-Z.com	Renew	45 classrooms, Start: 01/11/22 End: 08/07/22	\$2,835.00	\$2,756.25

Final Cost	
Discount Amount:	<b>(\$78.75)</b>
Sales Tax:	<b>\$0.00</b>
<b>YOUR TOTAL COST:</b>	<b>\$2,756.25</b>

(\*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 01/31/22.

Quoted prices are based on specified quantities and terms.  
Please contact your representative for adjustments.

Prepared by: Raquel Castro

1840 East River Road, Suite 320  
Tucson, AZ, 85718  
toll-free: (866) 889-3729  
fax: (520) 327-9934  
[raquel.castro@learninga-z.com](mailto:raquel.castro@learninga-z.com)

If you are paying by purchase order, your PO must have:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased

5. Total dollar amount
6. If your PO has a signature line, it must be signed
7. Include a Learning A-Z quote matching your purchase order

If sending electronically, send to [orders@learninga-z.com](mailto:orders@learninga-z.com).

## Learning A-Z License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized.

Please review our terms and conditions carefully before activating your account.

<https://help.learninga-z.com/article/Terms-of-Service>

Thank you for your business!

© Learning A-Z

## AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND LEARNING A-Z, LLC

This Amendment is entered into as of January 11, 2022, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Learning A-Z, LLC (“Learning A-Z”) pursuant to the Quote dated December 7, 2021, and the Terms and Service 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. Learning A-Z shall not materially modify or amend the Agreement (see <http://www.learninga-z.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 Learning A-Z prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Learning A-Z 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 Learning A-Z 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, Learning A-Z 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, Learning A-Z 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 Learning A-Z pursuant to this Agreement may include:

- i. Information created by or provided to Learning A-Z 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 Learning A-Z by an employee or agent of School District for school purposes; or
  - iii. Information gathered by Learning A-Z 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 educational record or electronic mail, first and last name, electronic mail address, or other information that allows physical or online contact, test results, grades, evaluations, student identifiers, search activity, photos, voice recordings, or geolocation information.
- b. The products or services being provided to School District by Learning A-Z are as described in the documents that comprise this Agreement.
- c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Learning A-Z 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 Learning A-Z under SOPPA, any and all costs and expenses incurred by School District in investigating and remediating the breach will be allocated to Learning A-Z, 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. Learning A-Z 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 Learning A-Z, and any damages limitations in the Agreement shall not apply to School District in this regard.
- e. Learning A-Z 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. Learning A-Z 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, Learning A-Z shall notify the Superintendent of Schools of any breach of the students' SOPPA-covered information.
- h. Learning A-Z shall provide to School District a list of any third parties or affiliates to whom Learning A-Z 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, Learning A-Z 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**

**LEARNING A-Z, LLC**

By: \_\_\_\_\_

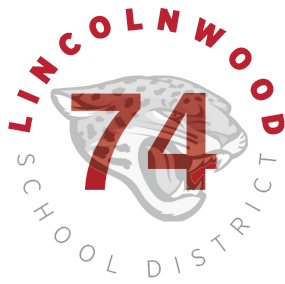
By:  \_\_\_\_\_

Its: \_\_\_\_\_

Its: Aaron Ingold, Sr. VP of Sales

Date: \_\_\_\_\_

Date: 1/11/2022



## Executive Summary Finance Committee Meeting

DATE: January 20, 2022

TOPIC: Flocabulary by Nearpod Inc. Renewal for the 2021-2022 School Year

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Flocabulary by Nearpod Inc. is a digital tool designed for delivering interactive content, and provides access to over 600 standards-aligned K-12 lessons and supporting activities. Flocabulary by Nearpod Inc. provides a library of songs, videos and activities for K-12 online learning and research-based activities to teach content knowledge and build literacy skills. Also included with this tool is access to lessons, added weekly during the year to spotlight current events, to enable teachers to assign lessons and activities and view results of assessments.

District Legal Counsel has reviewed this renewal Quote for Flocabulary by Nearpod Inc. and found it acceptable. Flocabulary is a product owned by Nearpod Inc., in which Lincolnwood School District 74 recently signed an Agreement with. Legal Counsel reviewed the Flocabulary Terms and Conditions and proposed an Amendment addressing terms such as Governing Law and Venue, Freedom of Information Act requests, and Auto-Renewal, as well as incorporating SOPPA language to ensure compliance with state law, in the same manner they did with Nearpod Inc. The Amendment was agreed upon and accepted by Nearpod Inc. and is attached.

### **Fiscal Impact:**

\$2,600 for Grades 3 through 5 for service between the dates of October 18, 2021 and October 17, 2022.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Flocabulary by Nearpod Inc Renewal Quote in the amount of \$2,600 for the service dates between October 18, 2021 and October 17, 2022.

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

This Amendment is entered into as of November 1, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Nearpod Inc. (“Nearpod”) pursuant to the Sales Order with Quote ID: 174982, attached hereto and incorporated herein by reference, and the Flocabulary Terms of Use (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. Nearpod shall not materially modify or amend the Flocabulary Terms of Use or Flocabulary Privacy Policy (see <https://www.flocabulary.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 Nearpod prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary.

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 Nearpod 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, Nearpod 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, Nearpod 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 Nearpod pursuant to this Agreement may include:
  - i. Information created by or provided to Nearpod by a student or application for K through 12 school purposes;

- ii. Information created by or provided to Nearpod by an employee or agent of School District for school purposes; or
  - iii. Information gathered by Nearpod 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, student identifiers, search activity, photos, or voice recordings.
- b. The products or services being provided to School District by Nearpod are as described in the documents that comprise this Agreement.
- c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Nearpod 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 (except contracted sub-processors needed to provide the contracted services), unless otherwise permitted under SOPPA, without permission from the school or parent, or pursuant to court order.
- d. If a breach is attributed to Nearpod under SOPPA, any and all costs and expenses incurred by School District in investigating and remediating the breach will be allocated to Nearpod, 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. Nearpod 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 Nearpod, and any damages limitations in the Agreement shall not apply to School District in this regard.
- e. Nearpod 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. Nearpod must delete, within a reasonable time period, a student's SOPPA-covered information if the School District requests deletion in writing, 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, Nearpod shall notify the Superintendent of Schools of any breach of the students' SOPPA-covered information.
- h. Nearpod shall provide to School District a list of any third parties or affiliates to whom Nearpod 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, Nearpod 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**

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

**NEARPOD INC.**

DocuSigned by:  
*Jose Carrera*  
 By: \_\_\_\_\_  
 33B8AE58EDEF484...  
 Chief Executive Officer  
 Its: \_\_\_\_\_  
 Date: 11/8/2021  
 \_\_\_\_\_



**Quote ID: 132415**

**Sales Order For:**

Christopher Edman  
 RUTLEDGE HALL ELEM SCHOOL  
 6850 N EAST PRAIRIE RD  
 LINCOLNWOOD, Illinois 60712  
 UNITED STATES

**Nearpod Contact:**

Bianca Julio  
 1855 Griffin Rd. Suite A-290  
 Dania Beach, FL 33004

If you are a Tax-Exempt Customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Orders should be addressed to:  
 Nearpod Inc.  
 1855 Griffin Road A-290  
 Dania Beach, FL 33004

**Service Start:** 10/18/2021

**Service End:** 10/17/2022

Description	Quantity	Total
Flocabulary Site License:  Unlimited access to Flocabulary including: - Access to the 600+ standards-aligned K-12 lessons, including a hip hop video and supporting activities - Access to Week in Rap lessons, added weekly during the school year to spotlight current events - Access to student accounts, enabling teachers to assign lessons and activities and view results of assessments	400 - Students	\$2,600.00

<b>Total</b>	(USD) \$2,600.00
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**Terms**

This Sales Order is valid until:  
 Service will run from 10/18/2021 until 10/17/2022, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$2,600.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

**Training Policy**

**Training Cancellation Policy**

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

**Minimum Attendance Policy**

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

**Free Training Resources**

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

**Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.**

**If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.**

**Purchase Order**

Please provide PO#: \_\_\_\_\_

**Credit Card**

Please provide email address  
 secure payment link should be sent to: \_\_\_\_\_

Exp: \_\_\_\_\_

Name on card: \_\_\_\_\_

**Check, ACH or Wire**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tax Exempt  
#: \_\_\_\_\_

**Purchase Orders should be addressed to:**

Nearpod, Inc  
1855 Griffin Rd. Suite A-290  
Dania Beach, FL 33004  
Email: [biancaj@nearpod.com](mailto:biancaj@nearpod.com) or FAX: +1 305-655-1999

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Nearpod Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>1855 Griffin Road, A290</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Dania Beach, FL 33004</b>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>													
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OR													
<b>Employer identification number</b>													
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4	6		-	0	9	9	3	6	7	9			

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	<b>1/5/2021</b> Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

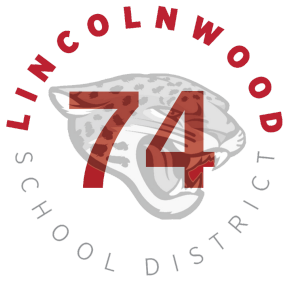
### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



DATE: January 20, 2022

TOPIC: District Finance Update

PREPARED BY: Courtney Whited

**Recommended for:**

Action

Discussion

Information

**Purpose/Background:**

To provide the Finance Committee an update on ongoing District-wide financial matters

1. NEID TIF Surplus Progress

The Village has a resolution going to its January 18, 2022 Board meeting to declare the surplus. Following that, the Village will be calculating the surplus amount and forwarding said amount to Cook County. The County will disburse the surplus to the taxing bodies.

2. School Maintenance Project Grant v. 2022

In January, ISBE awarded \$50,000 to SD74 to complete certain electrical Health/Life Safety projects at Rutledge Hall this summer (pressure switch, grounding electrode at water meter, exit signs).

3. Tax Objections 2011-2014

The District has been working with legal counsel in order to prepare defense relative to tax rate objections for tax years 2011-2014. These cases involve hundreds of plaintiff taxpayers throughout Cook County with objections against each and every taxing body. The Court entered an order setting the 2011-2014 cases for status on January 27, 2022 via Zoom.

In terms of the merits, for 2011 most of the objections are “excess accumulation of funds.” In other words, the objectors claim that SD74 had enough in each of those funds, or in uncollected taxes, to cover the projected expenses from that same fund for the coming year. The case law in Illinois sets the initial measurement at 2-3 times the average annual expenditures in prior years. Hence, they look for any levy that might be going for twice the prior annual expenditures. However, if a taxing body has a proper use for the funds, they are not limited to that 2-3 times calculation.

The Business Office will gather the additional files Legal Counsel requested in order to calculate potential exposure, prepare the District’s defense, and potentially get some of the individual claims dismissed before the parties discuss the possibility of settlement or consider further litigation.

4. U.S. Department of Labor released the CPI-U for 2021- it is 7.0%

For reference: 2020’s CPI was 1.8%; 2019’s CPI was 2.3%

CPI is used for the property tax levy’s limiting rate calculations at the lesser of 5.0% or the Prior Year’s CPI