



LINCOLNWOOD SCHOOL DISTRICT 74  
BOARD OF EDUCATION  
FINANCE COMMITTEE MEETING AGENDA  
THURSDAY, MAY 19, 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, May 19, 2022.*

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 - **APRIL 21, 2022**

3

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

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

- a. Fund Balance Report - **MARCH 2022**

6

5. OLD BUSINESS

- a. INFORMATION/DISCUSSION/ACTION: Resolution Authorizing the Transfer of Interest Income

30

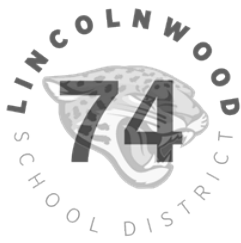
6. NEW BUSINESS

a.	<u>INFORMATION/DISCUSSION</u> : FY23 Preliminary Budget Assumptions	<u>34</u>
b.	<u>INFORMATION/DISCUSSION/ACTION</u> : Tracers Subscription 22-23	<u>52</u>
c.	<u>INFORMATION/DISCUSSION/ACTION</u> : Newsela Essentials Renewal 2022-2023	<u>62</u>
d.	<u>INFORMATION/DISCUSSION/ACTION</u> : 22-23 Renewal Neptune Navigate for Schools/Educate – Level 2 Subscription	<u>81</u>
e.	<u>INFORMATION/DISCUSSION/ACTION</u> : 2022-2023 Annual Renewal of Achieve3000 License at Lincoln Hall (Formerly Actively Learn)	<u>92</u>
f.	<u>INFORMATION/DISCUSSION/ACTION</u> : Discovery Education, Inc. K-8 Streaming License for 2022-2023	<u>104</u>
g.	<u>INFORMATION/DISCUSSION/ACTION</u> : Renewal of Jamf Software LLC Contract for the 2022-23 School Year	<u>117</u>
h.	<u>INFORMATION/DISCUSSION/ACTION</u> : Renewal of Schoology Learning Management System Subscription for the 2022-2023 School Year	<u>131</u>
i.	<u>INFORMATION/DISCUSSION/ACTION</u> : Renewal of Seesaw Learning, Inc for Schools for Todd Hall for 2022-2023	<u>154</u>
7.	<u>INFORMATION/DISCUSSION</u> : District Finance Update	<u>159</u>
	a. Natural Gas Contract Ending June 30, 2022	
	b. Amended FY22 Budget	
	c. Tax Rate Litigation in Progress from May 14, 2021	
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, APRIL 21, 2022 AT **6:30 PM**

BOARD OF EDUCATION  
Kevin Daly, *President*  
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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*

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*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, April 21, 2022*

1. CALL TO ORDER/ROLL CALL

Chair Theodore called the Finance Committee meeting to order at 6:31 p.m.

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair  
Jay Oleniczak (BOE), Co-chair  
John P. Vranas (BOE)

FINANCE COMMITTEE MEMBERS NOT PRESENT

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

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **March 24, 2022**

A motion was made, seconded and passed to approve the minutes from the March 24, 2022 Finance Committee meeting.

4. FUND BALANCE REPORT

a. Fund Balance Report - **FEBRUARY 2022**

Courtney Whited, Business Manager/CSBO, provided the Fund Balance Report for February 2022. The District has not received its portion of the NEID TIF.

5. OLD BUSINESS

a. Workers' Compensation Insurance Coverage for FY23

Courtney summarized the process by which Illinois Public Risk Fund (IPRF) lowered their costs to the amount presented. Courtney will rescind the District's letter to IPRF.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to remain with IPRF for workers' compensation insurance during Fiscal Year 2023 at an estimated net cost of \$58,754; and directs the Administration to send a letter to IPRF to rescind the reservation of rights notice sent on March 25, 2022.

6. NEW BUSINESS

a. FY22 Amended Budget Process

Reasons for considering an FY22 amended budget were presented. The Committee inquired if an amended budget was required. The Committee did not see the reason for an amended budget unless the District was spending more than anticipated or was required by the District's Auditor.

b. GSF USA, Inc. Custodial Cleaning Services for 2022-23

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to accept or approve this Amendment from GSF USA, Inc. for Custodial Cleaning Services in the amount of \$449,798.71 from August 1, 2022 through July 31, 2023.

c. Frontline Absence and Substitute Management Software 3-Year Renewal (2022-2025)

Courtney explained the functionality of the software along with the cost increases. The Committee inquired if we can bundle other tools with Frontline to see if that offers cost savings.

A motion was made, seconded and passed that the Finance Committee concurs with the Administration to recommend to the Board of Education to approve this purchase from Frontline for Absence and Substitute Management in the 3-year amount of \$12,770.32 providing service from July 2022 - June 2025.

d. Transportation Contract 2022-23 with First Student, Inc.

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 Amendment from First Student, Inc. for transportation services with a 7.0% rate increase on current rates effective August 1, 2022 through July 31, 2023.

7. District Finance Update

a. Prior Year Levy Adjustment Amount will be Included in the 2021 Property Tax Rate

b. PA102-0519 Property Tax Refund Recapture

The 427,000 figure previously presented has been reduced to approximately 300,000.

c. Residency Inquiries

Dr. David L. Russo, Assistant Superintendent of Curriculum and Instruction, reviewed the functionality of a program called Tracers used in District 73. The Committee directed the Administration to obtain a quote and contract to be vetted by legal counsel and brought to the Committee for consideration.

d. Resolution for Fund Transfer Discussion

Legal Counsel is drafting a Resolution for the planned transfer of \$65,000 in interest revenue from Fund 10/Educational to Fund 80/Tort. It will appear on May's Finance Committee agenda and, if approved, will go to the Board of Education meeting on June 1.

8. ADJOURNMENT

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

The Finance Committee meeting was adjourned at 6:57 p.m.

The next Finance Committee meeting will be Thursday, May 19, 2022 at 6:30 p.m. The public is welcome.

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Peter D. Theodore, Chair

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Jay Oleniczak, Co-chair

Lincolnwood School District 74

Fund Balances

Fiscal Year: 2021-2022

Month: March

Year: 2022

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	\$21,735,272.22	(\$12,864,067.21)	\$0.00	\$19,483,994.58
20	OPERATIONS & MAINTENANCE	\$3,073,579.94	\$2,277,060.82	(\$1,537,797.48)	\$0.00	\$3,812,843.28
30	DEBT SERVICE	\$920,382.10	\$1,675,214.80	(\$1,490,822.77)	\$0.00	\$1,104,774.13
40	TRANSPORTATION	\$1,201,985.01	\$1,086,144.38	(\$805,388.55)	\$0.00	\$1,482,740.84
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$377,752.43	\$283,922.78	(\$167,965.15)	\$0.00	\$493,710.06
52	SOCIAL SECURITY AND MEDICARE	(\$132,773.50)	\$341,482.96	(\$218,359.84)	\$0.00	(\$9,650.38)
60	CAPITAL PROJECTS	\$757,792.10	\$57,324.77	(\$566,932.22)	\$6,000,000.00	\$6,248,184.65
70	WORKING CASH	\$6,463,874.68	\$21,114.32	\$0.00	(\$6,000,000.00)	\$484,989.00
80	TORT IMMUNITY	\$17,743.76	\$116,009.26	\$0.00	\$0.00	\$133,753.02
90	FIRE PREVENTION & SAFETY	\$4,018,659.43	\$586,151.22	(\$2,019,149.17)	\$0.00	\$2,585,661.48
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$27,311,785.52	\$28,179,697.53	(\$19,670,482.39)	\$0.00	\$35,821,000.66

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 03/31/2022

Fiscal Year: 2021-2022

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$35,173,309.06
Imprest Fund (+)	\$15,083.39
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$35,188,492.45
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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		\$35,188,025.42
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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 (+)	\$35,298.56
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Payroll Liabilities (+)	(\$734,382.68)
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Sub-total : OTHER CURRENT LIABILITIES	(\$699,084.12)
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Total : LIABILITIES		(\$632,975.24)
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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) (+)	\$8,509,215.14
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Sub-total : NET INCREASE (DECREASE)	\$8,509,215.14
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Total : FUND BALANCE		\$35,821,000.66
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Total LIABILITIES + FUND BALANCE		\$35,188,025.42
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End of Report

# Lincolnwood School District 74

## Treasurers Report FUND- All Funds For the Period 03/01/2022 through 03/31/2022

Fiscal Year: 2021-2022

	<u>03/01/2022 - 03/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>REVENUE</b>					
<b>LOCAL SOURCES</b>					
Property Tax Receipts (+)	\$9,361,244.02	\$24,339,668.41	\$24,471,128.00	\$131,459.59	99.5%
Payments in Lieu of Taxes (+)	\$265,739.09	\$970,674.09	\$620,000.00	(\$350,674.09)	156.6%
Tuition Payments Received (+)	\$75,054.38	\$185,162.62	\$176,000.00	(\$9,162.62)	105.2%
Interest Revenue Received (+)	\$34,235.25	\$305,063.23	\$196,005.00	(\$109,058.23)	155.6%
Sales to Pupils & Adults (+)	\$17,355.85	\$109,359.72	\$110,000.00	\$640.28	99.4%
Activity Fees Received (+)	\$13,769.78	\$58,952.97	\$89,900.00	\$30,947.03	65.6%
Rental Revenue (+)	\$12,084.73	\$58,744.54	\$90,000.00	\$31,255.46	65.3%
Other Local Revenue (+)	\$8,066.33	\$116,397.66	\$739,250.00	\$622,852.34	15.7%
<b>Sub-total : LOCAL SOURCES</b>	<b>\$9,787,549.43</b>	<b>\$26,144,023.24</b>	<b>\$26,492,283.00</b>	<b>\$348,259.76</b>	<b>98.7%</b>
<b>STATE SOURCES</b>					
State Grants & Aid Received (+)	\$105,838.00	\$1,163,803.21	\$1,522,880.00	\$359,076.79	76.4%
<b>Sub-total : STATE SOURCES</b>	<b>\$105,838.00</b>	<b>\$1,163,803.21</b>	<b>\$1,522,880.00</b>	<b>\$359,076.79</b>	<b>76.4%</b>
<b>FEDERAL SOURCES</b>					
Federal Grants & Aid Received (+)	\$10,105.80	\$871,871.08	\$1,538,458.00	\$666,586.92	56.7%
<b>Sub-total : FEDERAL SOURCES</b>	<b>\$10,105.80</b>	<b>\$871,871.08</b>	<b>\$1,538,458.00</b>	<b>\$666,586.92</b>	<b>56.7%</b>
<b>Total : REVENUE</b>	<b>\$9,903,493.23</b>	<b>\$28,179,697.53</b>	<b>\$29,553,621.00</b>	<b>\$1,373,923.47</b>	<b>95.4%</b>
<b>EXPENDITURES</b>					
<b>REGULAR K-12 PROGRAMS</b>					
Salaries (-)	\$594,265.58	\$4,421,550.71	\$7,769,901.00	\$3,348,350.29	56.9%
Employee Benefits (-)	\$99,409.10	\$710,467.29	\$1,310,601.00	\$600,133.71	54.2%
Purchased Services (-)	\$43,819.30	\$183,073.02	\$241,500.00	\$58,426.98	75.8%
Termination Benefits (-)	\$23,084.18	\$219,087.97	\$405,933.00	\$186,845.03	54.0%
Supplies & Materials (-)	\$12,954.77	\$316,736.73	\$650,345.00	\$333,608.27	48.7%
Capital Expenditures (-)	\$1,553.48	\$77,570.24	\$192,500.00	\$114,929.76	40.3%
Other Objects (-)	\$0.00	\$0.00	\$1,200.00	\$1,200.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$46,569.35	\$97,000.00	\$50,430.65	48.0%
<b>Sub-total : REGULAR K-12 PROGRAMS</b>	<b>(\$775,086.41)</b>	<b>(\$5,975,055.31)</b>	<b>(\$10,668,980.00)</b>	<b>(\$4,693,924.69)</b>	<b>56.0%</b>
<b>PRE-K PROGRAMS</b>					
Salaries (-)	\$16,788.38	\$125,912.85	\$218,560.00	\$92,647.15	57.6%
Employee Benefits (-)	\$5,229.74	\$37,506.92	\$78,095.00	\$40,588.08	48.0%
Supplies & Materials (-)	\$186.33	\$1,770.40	\$3,800.00	\$2,029.60	46.6%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
<b>Sub-total : PRE-K PROGRAMS</b>	<b>(\$22,204.45)</b>	<b>(\$165,190.17)</b>	<b>(\$301,455.00)</b>	<b>(\$136,264.83)</b>	<b>54.8%</b>
<b>SPECIAL ED PROGRAMS K-12</b>					
Salaries (-)	\$89,840.02	\$671,064.70	\$1,276,974.00	\$605,909.30	52.6%
Employee Benefits (-)	\$23,690.57	\$169,746.00	\$384,510.00	\$214,764.00	44.1%
Purchased Services (-)	\$900.00	\$1,529.99	\$500.00	(\$1,029.99)	306.0%
Supplies & Materials (-)	\$53.12	\$2,403.83	\$4,200.00	\$1,796.17	57.2%
Capital Expenditures (-)	\$0.00	\$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 (-)	\$299.99	\$4,639.07	\$3,000.00	(\$1,639.07)	154.6%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2022 through 03/31/2022

Fiscal Year: 2021-2022

	<u>03/01/2022 - 03/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$114,783.70)	(\$855,214.83)	(\$1,677,484.00)	(\$822,269.17)	51.0%
<b>REMEDIAL &amp; SUPPLEMENTAL K-12</b>					
Salaries (-)	\$43,828.98	\$328,717.35	\$569,777.00	\$241,059.65	57.7%
Employee Benefits (-)	\$7,141.48	\$50,765.30	\$89,918.00	\$39,152.70	56.5%
Purchased Services (-)	\$0.00	\$45,276.56	\$45,303.00	\$26.44	99.9%
Supplies & Materials (-)	\$0.00	\$7,630.23	\$13,900.00	\$6,269.77	54.9%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$50,970.46)	(\$432,389.44)	(\$718,898.00)	(\$286,508.56)	60.1%
<b>INTERSCHOLASTIC PROGRAMS</b>					
Salaries (-)	\$994.18	\$41,850.87	\$90,000.00	\$48,149.13	46.5%
Employee Benefits (-)	\$57.41	\$2,545.65	\$4,275.00	\$1,729.35	59.5%
Supplies & Materials (-)	\$0.00	\$2,859.36	\$1,500.00	(\$1,359.36)	190.6%
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	(\$1,051.59)	(\$50,755.88)	(\$100,475.00)	(\$49,719.12)	50.5%
<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 (-)	\$897.21	\$1,567.99	\$4,500.00	\$2,932.01	34.8%
Sub-total : SUMMER SCHOOL PROGRAMS	(\$897.21)	(\$45,362.49)	(\$47,948.00)	(\$2,585.51)	94.6%
<b>GIFTED PROGRAMS</b>					
Salaries (-)	\$24,892.62	\$186,694.65	\$314,460.00	\$127,765.35	59.4%
Employee Benefits (-)	\$3,839.52	\$25,904.97	\$69,167.00	\$43,262.03	37.5%
Supplies & Materials (-)	\$848.26	\$2,725.50	\$3,500.00	\$774.50	77.9%
Sub-total : GIFTED PROGRAMS	(\$29,580.40)	(\$215,325.12)	(\$387,127.00)	(\$171,801.88)	55.6%
<b>BILINGUAL PROGRAMS</b>					
Salaries (-)	\$52,657.46	\$385,798.89	\$670,884.00	\$285,085.11	57.5%
Employee Benefits (-)	\$7,903.51	\$54,896.13	\$97,510.00	\$42,613.87	56.3%
Purchased Services (-)	\$0.00	\$1,800.00	\$1,950.00	\$150.00	92.3%
Supplies & Materials (-)	\$208.77	\$3,017.35	\$18,600.00	\$15,582.65	16.2%
Sub-total : BILINGUAL PROGRAMS	(\$60,769.74)	(\$445,512.37)	(\$788,944.00)	(\$343,431.63)	56.5%
<b>ATTENDANCE &amp; SOCIAL WORK</b>					
Salaries (-)	\$30,195.86	\$226,468.95	\$392,546.00	\$166,077.05	57.7%
Employee Benefits (-)	\$2,789.35	\$17,464.71	\$30,737.00	\$13,272.29	56.8%
Supplies & Materials (-)	\$0.00	\$105.46	\$1,400.00	\$1,294.54	7.5%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$32,985.21)	(\$244,039.12)	(\$424,683.00)	(\$180,643.88)	57.5%
<b>HEALTH SERVICES</b>					
Salaries (-)	\$12,265.47	\$98,630.78	\$191,053.00	\$92,422.22	51.6%
Employee Benefits (-)	\$5,021.56	\$38,975.01	\$80,959.00	\$41,983.99	48.1%
Purchased Services (-)	\$3,328.00	\$25,862.91	\$1,500.00	(\$24,362.91)	1724.2%
Supplies & Materials (-)	\$594.49	\$14,308.60	\$20,940.00	\$6,631.40	68.3%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2022 through 03/31/2022

Fiscal Year: 2021-2022

	<u>03/01/2022 - 03/31/2022</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	(\$21,209.52)	(\$177,777.30)	(\$299,052.00)	(\$121,274.70)	59.4%
<b>PSYCHOLOGICAL SERVICES</b>					
Salaries (-)	\$13,401.32	\$100,509.90	\$156,500.00	\$55,990.10	64.2%
Employee Benefits (-)	\$2,910.38	\$20,573.42	\$37,141.00	\$16,567.58	55.4%
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	(\$16,311.70)	(\$121,083.32)	(\$196,941.00)	(\$75,857.68)	61.5%
<b>SPEECH PATHOLOGY &amp; AUDIOLOGY</b>					
Salaries (-)	\$20,372.64	\$152,794.80	\$281,336.00	\$128,541.20	54.3%
Employee Benefits (-)	\$3,147.94	\$22,322.09	\$36,939.00	\$14,616.91	60.4%
Purchased Services (-)	\$146.74	\$146.74	\$0.00	(\$146.74)	0.0%
Supplies & Materials (-)	\$0.00	\$1,689.36	\$900.00	(\$789.36)	187.7%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$23,667.32)	(\$176,952.99)	(\$319,175.00)	(\$142,222.01)	55.4%
<b>OTHER SUPPORT SERVICES - PUPILS</b>					
Salaries (-)	\$10,831.81	\$60,516.27	\$125,979.00	\$65,462.73	48.0%
Employee Benefits (-)	\$688.57	\$3,789.00	\$10,491.00	\$6,702.00	36.1%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$11,520.38)	(\$64,305.27)	(\$136,470.00)	(\$72,164.73)	47.1%
<b>IMPROVEMENT OF INSTRUCTION</b>					
Salaries (-)	\$27,689.92	\$273,166.41	\$432,388.00	\$159,221.59	63.2%
Employee Benefits (-)	\$4,206.06	\$41,910.64	\$61,532.00	\$19,621.36	68.1%
Purchased Services (-)	\$259.00	\$26,800.76	\$63,793.00	\$36,992.24	42.0%
Supplies & Materials (-)	\$208.14	\$1,407.47	\$3,500.00	\$2,092.53	40.2%
Other Objects (-)	\$0.00	\$1,759.58	\$1,800.00	\$40.42	97.8%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$32,363.12)	(\$345,044.86)	(\$563,013.00)	(\$217,968.14)	61.3%
<b>EDUCATIONAL MEDIA</b>					
Salaries (-)	\$20,262.72	\$151,970.40	\$263,415.00	\$111,444.60	57.7%
Employee Benefits (-)	\$2,422.94	\$17,263.02	\$30,787.00	\$13,523.98	56.1%
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$829.01	\$6,453.96	\$9,800.00	\$3,346.04	65.9%
Sub-total : EDUCATIONAL MEDIA	(\$23,514.67)	(\$175,687.38)	(\$305,002.00)	(\$129,314.62)	57.6%
<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	\$64,229.18	\$70,000.00	\$5,770.82	91.8%
Purchased Services (-)	\$1,752.35	\$118,554.89	\$218,900.00	\$100,345.11	54.2%
Supplies & Materials (-)	\$0.00	\$660.11	\$2,500.00	\$1,839.89	26.4%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2022 through 03/31/2022

Fiscal Year: 2021-2022

	<u>03/01/2022 - 03/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$0.00	\$250.00	\$15,000.00	\$14,750.00	1.7%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
<b>Sub-total : ADMIN SERVICES - BOARD OF ED</b>	<b>(\$6,538.25)</b>	<b>(\$183,694.18)</b>	<b>(\$306,900.00)</b>	<b>(\$123,205.82)</b>	<b>59.9%</b>
<b>SUPERINTENDENT</b>					
Salaries (-)	\$20,762.88	\$197,247.36	\$269,918.00	\$72,670.64	73.1%
Employee Benefits (-)	\$2,809.32	\$25,685.95	\$35,850.00	\$10,164.05	71.6%
Purchased Services (-)	\$0.00	\$197.85	\$3,900.00	\$3,702.15	5.1%
Supplies & Materials (-)	\$0.00	\$215.41	\$2,000.00	\$1,784.59	10.8%
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%
<b>Sub-total : SUPERINTENDENT</b>	<b>(\$23,572.20)</b>	<b>(\$226,437.45)</b>	<b>(\$315,168.00)</b>	<b>(\$88,730.55)</b>	<b>71.8%</b>
<b>ADMIN SERVICES - SPECIAL ED</b>					
Salaries (-)	\$10,919.98	\$103,739.81	\$141,962.00	\$38,222.19	73.1%
Employee Benefits (-)	\$3,416.70	\$31,255.78	\$42,403.00	\$11,147.22	73.7%
<b>Sub-total : ADMIN SERVICES - SPECIAL ED</b>	<b>(\$14,336.68)</b>	<b>(\$134,995.59)</b>	<b>(\$184,365.00)</b>	<b>(\$49,369.41)</b>	<b>73.2%</b>
<b>WORKERS COMPENSATION INSURANCE</b>					
Purchased Services (-)	\$0.00	\$0.00	\$94,000.00	\$94,000.00	0.0%
<b>Sub-total : WORKERS COMPENSATION INSURANCE</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$94,000.00)</b>	<b>(\$94,000.00)</b>	<b>0.0%</b>
<b>LOSS PREVENTION REDUCTION</b>					
Other Objects (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
<b>Sub-total : LOSS PREVENTION REDUCTION</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$5,000.00)</b>	<b>(\$5,000.00)</b>	<b>0.0%</b>
<b>PROPERTY INSURANCE</b>					
Purchased Services (-)	\$0.00	\$0.00	\$100,000.00	\$100,000.00	0.0%
<b>Sub-total : PROPERTY INSURANCE</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$100,000.00)</b>	<b>(\$100,000.00)</b>	<b>0.0%</b>
<b>PRINCIPAL</b>					
Salaries (-)	\$53,734.42	\$506,993.99	\$689,545.00	\$182,551.01	73.5%
Employee Benefits (-)	\$16,578.36	\$151,413.42	\$201,846.00	\$50,432.58	75.0%
Purchased Services (-)	\$269.54	\$2,319.00	\$5,100.00	\$2,781.00	45.5%
Supplies & Materials (-)	\$323.51	\$550.65	\$4,200.00	\$3,649.35	13.1%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$548.00	\$2,400.00	\$1,852.00	22.8%
Termination Benefits (-)	\$0.00	\$9,960.99	\$9,961.00	\$0.01	100.0%
<b>Sub-total : PRINCIPAL</b>	<b>(\$70,905.83)</b>	<b>(\$671,786.05)</b>	<b>(\$914,552.00)</b>	<b>(\$242,765.95)</b>	<b>73.5%</b>
<b>OPERATION OF BUSINESS SERVICES</b>					
Salaries (-)	\$14,074.40	\$133,706.80	\$182,968.00	\$49,261.20	73.1%
Employee Benefits (-)	\$2,485.65	\$22,657.47	\$31,165.00	\$8,507.53	72.7%
Other Objects (-)	\$0.00	\$1,298.30	\$1,400.00	\$101.70	92.7%
Non-Capitalizer Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2022 through 03/31/2022

Fiscal Year: 2021-2022

	<u>03/01/2022 - 03/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : OPERATION OF BUSINESS SERVICES	(\$16,560.05)	(\$157,662.57)	(\$216,033.00)	(\$58,370.43)	73.0%
<b>FISCAL SERVICES</b>					
Salaries (-)	\$15,810.87	\$158,113.14	\$220,030.00	\$61,916.86	71.9%
Employee Benefits (-)	\$5,900.29	\$58,363.96	\$90,879.00	\$32,515.04	64.2%
Purchased Services (-)	\$353.21	\$4,125.35	\$105,500.00	\$101,374.65	3.9%
Supplies & Materials (-)	\$655.29	\$4,859.24	\$5,000.00	\$140.76	97.2%
Capital Expenditures (-)	\$749.99	\$749.99	\$0.00	(\$749.99)	0.0%
Other Objects (-)	\$1,187.68	\$13,565.20	\$20,000.00	\$6,434.80	67.8%
Non-Capitalized Equipment (-)	\$0.00	\$238.25	\$1,000.00	\$761.75	23.8%
Sub-total : FISCAL SERVICES	(\$24,657.33)	(\$240,015.13)	(\$442,409.00)	(\$202,393.87)	54.3%
<b>FACILITY ACQUISITION &amp; CONSTRUCTION</b>					
Purchased Services (-)	(\$35,858.51)	\$186,373.48	\$174,686.00	(\$11,687.48)	106.7%
Capital Expenditures (-)	(\$1,180.00)	\$458,347.02	\$1,165,358.00	\$707,010.98	39.3%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	\$37,038.51	(\$644,720.50)	(\$1,340,044.00)	(\$695,323.50)	48.1%
<b>OPERATION &amp; MAINTENANCE OF PLANT</b>					
Salaries (-)	\$40,054.77	\$364,213.20	\$509,517.00	\$145,303.80	71.5%
Employee Benefits (-)	\$12,930.07	\$122,584.79	\$167,722.00	\$45,137.21	73.1%
Purchased Services (-)	\$64,601.79	\$719,416.64	\$957,675.00	\$238,258.36	75.1%
Supplies & Materials (-)	\$35,246.26	\$334,574.02	\$498,650.00	\$164,075.98	67.1%
Capital Expenditures (-)	\$147,978.25	\$2,003,032.12	\$2,391,023.00	\$387,990.88	83.8%
Other Objects (-)	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$3,727.00	\$18,000.00	\$14,273.00	20.7%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$300,811.14)	(\$3,547,547.77)	(\$4,544,337.00)	(\$996,789.23)	78.1%
<b>PUPIL TRANSPORTATION</b>					
Purchased Services (-)	\$43,809.82	\$805,388.55	\$1,285,000.00	\$479,611.45	62.7%
Sub-total : PUPIL TRANSPORTATION	(\$43,809.82)	(\$805,388.55)	(\$1,285,000.00)	(\$479,611.45)	62.7%
<b>FOOD SERVICES</b>					
Salaries (-)	\$19,004.10	\$147,313.54	\$235,394.00	\$88,080.46	62.6%
Employee Benefits (-)	\$7,919.20	\$61,004.74	\$101,367.00	\$40,362.26	60.2%
Purchased Services (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Supplies & Materials (-)	\$15,791.23	\$112,548.54	\$272,500.00	\$159,951.46	41.3%
Capital Expenditures (-)	\$0.00	\$1,061.78	\$8,000.00	\$6,938.22	13.3%
Other Objects (-)	\$0.00	\$452.50	\$1,500.00	\$1,047.50	30.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,500.00	\$4,500.00	0.0%
Sub-total : FOOD SERVICES	(\$42,714.53)	(\$322,381.10)	(\$624,761.00)	(\$302,379.90)	51.6%
<b>INTERNAL SERVICES</b>					
Purchased Services (-)	\$1,005.00	\$21,219.47	\$30,600.00	\$9,380.53	69.3%
Supplies & Materials (-)	\$0.00	\$496.90	\$1,500.00	\$1,003.10	33.1%
Sub-total : INTERNAL SERVICES	(\$1,005.00)	(\$21,716.37)	(\$32,100.00)	(\$10,383.63)	67.7%
<b>INFORMATION SERVICES</b>					

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 03/01/2022 through 03/31/2022

Fiscal Year: 2021-2022

	<u>03/01/2022 - 03/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$906.16	\$62,525.21	\$94,241.00	\$31,715.79	66.3%
Employee Benefits (-)	\$159.66	\$17,873.10	\$26,149.00	\$8,275.90	68.4%
Purchased Services (-)	\$0.00	\$18,554.98	\$37,000.00	\$18,445.02	50.1%
Supplies & Materials (-)	\$0.00	\$536.50	\$6,000.00	\$5,463.50	8.9%
Other Objects (-)	\$0.00	\$1,018.02	\$1,500.00	\$481.98	67.9%
Sub-total : INFORMATION SERVICES	(\$1,065.82)	(\$100,507.81)	(\$164,890.00)	(\$64,382.19)	61.0%
<b>OTHER SUPPORT SERVICES - ADMIN</b>					
Salaries (-)	\$37,391.44	\$332,020.45	\$457,319.00	\$125,298.55	72.6%
Employee Benefits (-)	\$12,973.71	\$108,453.87	\$151,650.00	\$43,196.13	71.5%
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	(\$50,365.15)	(\$440,474.32)	(\$610,969.00)	(\$170,494.68)	72.1%
<b>COMMUNITY SERVICES</b>					
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%
<b>PAYMENTS TO OTHER LEAs</b>					
Purchased Services (-)	\$0.00	\$21,087.00	\$44,500.00	\$23,413.00	47.4%
Other Objects (-)	\$74,874.37	\$1,157,024.38	\$2,473,000.00	\$1,315,975.62	46.8%
Sub-total : PAYMENTS TO OTHER LEAs	(\$74,874.37)	(\$1,178,111.38)	(\$2,517,500.00)	(\$1,339,388.62)	46.8%
<b>DEBT SERVICE - INTEREST</b>					
Interest on Bonds Outstanding (-)	\$0.00	\$368,822.77	\$698,548.00	\$329,725.23	52.8%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	(\$368,822.77)	(\$698,548.00)	(\$329,725.23)	52.8%
<b>DEBT SERVICE - PRINCIPAL</b>					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$1,120,000.00	\$1,120,000.00	\$0.00	100.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	(\$1,120,000.00)	(\$1,120,000.00)	\$0.00	100.0%
<b>DEBT SERVICE - OTHER</b>					
Debt Service Fees (-)	\$2,000.00	\$2,000.00	\$2,500.00	\$500.00	80.0%
Sub-total : DEBT SERVICE - OTHER	(\$2,000.00)	(\$2,000.00)	(\$2,500.00)	(\$500.00)	80.0%
<b>Total : EXPENDITURES</b>	<b>(\$1,853,093.54)</b>	<b>(\$19,670,482.39)</b>	<b>(\$32,471,248.00)</b>	<b>(\$12,800,765.61)</b>	<b>60.6%</b>
<b>OTHER FINANCING SOURCES &amp; USES</b>					
<b>TRANSFERS FROM OTHER FUNDS</b>					
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%
<b>TRANSFERS TO OTHER FUNDS</b>					
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%
<b>Total : OTHER FINANCING SOURCES &amp; USES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0%</b>

Operating Statement with Budget

Lincolnwood School District 74

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Treasurers Report FUND- All Funds For the Period 03/01/2022 through 03/31/2022

Fiscal Year: 2021-2022

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	<u>03/01/2022 - 03/31/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
NET INCREASE (DECREASE)	\$8,050,399.69	\$8,509,215.14	(\$2,917,627.00)	(\$11,426,842.14)	291.6%

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End of Report

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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	\$594,265.58	\$4,421,550.71	\$3,191,272.77	\$157,077.52
200 - EMPLOYEE BENEFITS	\$1,188,398.00	\$90,004.23	\$642,203.34	\$443,585.23	\$102,609.43
300 - PURCHASED SERVICES	\$241,500.00	\$43,819.30	\$183,073.02	\$7,619.58	\$50,807.40
400 - SUPPLIES & MATERIALS	\$650,345.00	\$12,954.77	\$316,736.73	\$20,601.47	\$313,006.80
500 - CAPITAL OUTLAY	\$192,500.00	\$1,553.48	\$77,570.24	\$10,750.68	\$104,179.08
600 - OTHER OBJECTS	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
700 - NON-CAPITAL EQUIPMENT	\$97,000.00	\$0.00	\$46,569.35	\$1,265.97	\$49,164.68
800 - TERMINATION/VACATION PAYMENTS	\$405,933.00	\$23,084.18	\$219,087.97	\$42,279.18	\$144,565.85
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$218,560.00	\$16,788.38	\$125,912.85	\$92,336.10	\$311.05
200 - EMPLOYEE BENEFITS	\$66,354.00	\$4,522.08	\$31,760.71	\$22,553.05	\$12,040.24
400 - SUPPLIES & MATERIALS	\$3,800.00	\$186.33	\$1,770.40	\$389.74	\$1,639.86
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	\$671,064.70	\$474,109.02	\$131,800.28
200 - EMPLOYEE BENEFITS	\$295,770.00	\$18,990.70	\$132,560.50	\$89,980.13	\$73,229.37
300 - PURCHASED SERVICES	\$500.00	\$900.00	\$1,529.99	\$0.00	(\$1,029.99)
400 - SUPPLIES & MATERIALS	\$4,200.00	\$53.12	\$2,403.83	\$0.00	\$1,796.17
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$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	\$299.99	\$4,639.07	\$0.00	(\$1,639.07)
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$569,777.00	\$43,828.98	\$328,717.35	\$239,857.07	\$1,202.58
200 - EMPLOYEE BENEFITS	\$81,656.00	\$6,539.66	\$46,234.71	\$33,119.90	\$2,301.39
300 - PURCHASED SERVICES	\$45,303.00	\$0.00	\$45,276.56	\$0.00	\$26.44
400 - SUPPLIES & MATERIALS	\$13,900.00	\$0.00	\$7,630.23	\$0.00	\$6,269.77
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$90,000.00	\$994.18	\$41,850.87	\$16,533.76	\$31,615.37
200 - EMPLOYEE BENEFITS	\$1,240.00	\$9.62	\$410.44	\$205.15	\$624.41
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$2,859.36	\$0.00	(\$1,359.36)
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:3/1/2022 To Date:3/31/2022

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	\$897.21	\$1,567.99	\$0.00	\$2,932.01
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$314,460.00	\$24,892.62	\$186,694.65	\$136,909.35	(\$9,144.00)
200 - EMPLOYEE BENEFITS	\$64,606.00	\$3,497.04	\$23,327.14	\$17,678.12	\$23,600.74
400 - SUPPLIES & MATERIALS	\$3,500.00	\$848.26	\$2,725.50	\$80.00	\$694.50
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$670,884.00	\$52,657.46	\$385,798.89	\$278,228.79	\$6,856.32
200 - EMPLOYEE BENEFITS	\$87,803.00	\$7,103.79	\$49,257.30	\$34,986.65	\$3,559.05
300 - PURCHASED SERVICES	\$1,950.00	\$0.00	\$1,800.00	\$0.00	\$150.00
400 - SUPPLIES & MATERIALS	\$18,600.00	\$208.77	\$3,017.35	\$0.00	\$15,582.65
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$392,546.00	\$30,195.86	\$226,468.95	\$148,872.46	\$17,204.59
200 - EMPLOYEE BENEFITS	\$25,044.00	\$2,363.45	\$14,248.35	\$8,628.91	\$2,166.74
400 - SUPPLIES & MATERIALS	\$1,400.00	\$0.00	\$105.46	\$0.00	\$1,294.54
2130 - HEALTH SERVICES					
100 - SALARIES	\$191,053.00	\$12,265.47	\$98,630.78	\$54,231.90	\$38,190.32
200 - EMPLOYEE BENEFITS	\$45,132.00	\$2,953.44	\$21,094.74	\$13,088.15	\$10,949.11
300 - PURCHASED SERVICES	\$1,500.00	\$3,328.00	\$25,862.91	\$0.00	(\$24,362.91)
400 - SUPPLIES & MATERIALS	\$20,940.00	\$594.49	\$14,308.60	\$928.13	\$5,703.27
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	\$100,509.90	\$73,707.10	(\$17,717.00)
200 - EMPLOYEE BENEFITS	\$34,871.00	\$2,730.76	\$19,218.41	\$13,757.00	\$1,895.59
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	\$152,794.80	\$112,049.40	\$16,491.80
200 - EMPLOYEE BENEFITS	\$32,858.00	\$2,874.06	\$20,255.74	\$14,410.89	(\$1,808.63)
300 - PURCHASED SERVICES	\$0.00	\$146.74	\$146.74	\$0.00	(\$146.74)

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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
400 - SUPPLIES & MATERIALS	\$900.00	\$0.00	\$1,689.36	\$55.00	(\$844.36)
2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$125,979.00	\$10,831.81	\$60,516.27	\$15,471.56	\$49,991.17
200 - EMPLOYEE BENEFITS	\$987.00	\$48.57	\$259.40	\$87.11	\$640.49
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$432,388.00	\$27,689.92	\$273,166.41	\$93,734.92	\$65,486.67
200 - EMPLOYEE BENEFITS	\$45,017.00	\$3,076.55	\$30,373.72	\$9,436.23	\$5,207.05
300 - PURCHASED SERVICES	\$63,793.00	\$259.00	\$26,800.76	\$1,500.00	\$35,492.24
400 - SUPPLIES & MATERIALS	\$3,500.00	\$208.14	\$1,407.47	\$0.00	\$2,092.53
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$1,759.58	\$0.00	\$40.42
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$263,415.00	\$20,262.72	\$151,970.40	\$111,444.60	\$0.00
200 - EMPLOYEE BENEFITS	\$26,965.00	\$2,139.42	\$15,132.96	\$10,854.12	\$977.92
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$9,800.00	\$829.01	\$6,453.96	\$2,767.72	\$578.32
2230 - ASSESSMENT & TESTING					
300 - PURCHASED SERVICES	\$14,525.00	\$0.00	\$14,525.00	\$0.00	\$0.00
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$70,000.00	\$4,785.90	\$64,229.18	\$0.00	\$5,770.82
300 - PURCHASED SERVICES	\$218,900.00	\$1,752.35	\$118,554.89	\$0.00	\$100,345.11
400 - SUPPLIES & MATERIALS	\$2,500.00	\$0.00	\$660.11	\$0.00	\$1,839.89
600 - OTHER OBJECTS	\$15,000.00	\$0.00	\$250.00	\$0.00	\$14,750.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
2320 - SUPERINTENDENT					
100 - SALARIES	\$269,918.00	\$20,762.88	\$197,247.36	\$72,670.06	\$0.58
200 - EMPLOYEE BENEFITS	\$31,936.00	\$2,504.12	\$22,788.62	\$7,763.90	\$1,383.48
300 - PURCHASED SERVICES	\$3,900.00	\$0.00	\$197.85	\$0.00	\$3,702.15
400 - SUPPLIES & MATERIALS	\$2,000.00	\$0.00	\$215.41	\$0.00	\$1,784.59
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
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
100 - SALARIES	\$141,962.00	\$10,919.98	\$103,739.81	\$38,220.00	\$2.19
200 - EMPLOYEE BENEFITS	\$37,266.00	\$3,047.74	\$27,542.19	\$9,260.99	\$462.82
2410 - PRINCIPAL					

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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
100 - SALARIES	\$689,545.00	\$53,734.42	\$506,993.99	\$188,081.20	(\$5,530.19)
200 - EMPLOYEE BENEFITS	\$164,753.00	\$13,949.89	\$124,475.12	\$42,364.73	(\$2,086.85)
300 - PURCHASED SERVICES	\$5,100.00	\$269.54	\$2,319.00	\$0.00	\$2,781.00
400 - SUPPLIES & MATERIALS	\$4,200.00	\$323.51	\$550.65	\$0.00	\$3,649.35
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,400.00	\$0.00	\$548.00	\$0.00	\$1,852.00
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	\$133,706.80	\$49,260.22	\$0.98
200 - EMPLOYEE BENEFITS	\$28,511.00	\$2,284.65	\$20,732.51	\$7,024.46	\$754.03
600 - OTHER OBJECTS	\$1,400.00	\$0.00	\$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	\$15,810.87	\$158,113.14	\$56,637.79	\$5,279.07
200 - EMPLOYEE BENEFITS	\$49,622.00	\$3,232.15	\$29,115.71	\$9,726.69	\$10,779.60
300 - PURCHASED SERVICES	\$105,500.00	\$353.21	\$4,125.35	\$0.00	\$101,374.65
400 - SUPPLIES & MATERIALS	\$5,000.00	\$655.29	\$4,859.24	\$0.00	\$140.76
500 - CAPITAL OUTLAY	\$0.00	\$749.99	\$749.99	\$0.00	(\$749.99)
600 - OTHER OBJECTS	\$20,000.00	\$1,187.68	\$13,565.20	\$0.00	\$6,434.80
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	\$19,004.10	\$147,313.54	\$76,906.60	\$11,173.86
200 - EMPLOYEE BENEFITS	\$58,080.00	\$4,794.14	\$34,572.53	\$23,003.57	\$503.90
300 - PURCHASED SERVICES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
400 - SUPPLIES & MATERIALS	\$272,500.00	\$15,791.23	\$112,548.54	\$0.00	\$159,951.46
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$1,061.78	\$0.00	\$6,938.22
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$452.50	\$0.00	\$1,047.50
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	\$1,005.00	\$21,219.47	\$0.00	\$9,380.53
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	\$906.16	\$62,525.21	\$19,718.08	\$11,997.71
200 - EMPLOYEE BENEFITS	\$8,478.00	\$0.00	\$5,805.26	\$2,828.77	(\$156.03)
300 - PURCHASED SERVICES	\$37,000.00	\$0.00	\$18,554.98	\$0.00	\$18,445.02

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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
400 - SUPPLIES & MATERIALS	\$6,000.00	\$0.00	\$536.50	\$0.00	\$5,463.50
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$1,018.02	\$0.00	\$481.98
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	\$37,391.44	\$332,020.45	\$129,159.33	(\$3,860.78)
200 - EMPLOYEE BENEFITS	\$85,386.00	\$8,572.89	\$62,670.39	\$22,482.63	\$232.98
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	\$0.00	\$21,087.00	\$0.00	\$23,413.00
600 - OTHER OBJECTS	\$2,473,000.00	\$74,874.37	\$1,157,024.38	\$0.00	\$1,315,975.62
10 - EDUCATIONAL Total:	\$22,737,974.00	\$1,508,049.02	\$12,864,067.21	\$6,594,475.93	\$3,279,430.86

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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

Account Type: EXPENDITURE

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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	\$40,054.77	\$364,213.20	\$113,302.45	\$32,001.35
200 - EMPLOYEE BENEFITS	\$72,183.00	\$6,008.39	\$54,195.39	\$18,062.08	(\$74.47)
300 - PURCHASED SERVICES	\$957,675.00	\$64,601.79	\$719,416.64	\$16,499.00	\$221,759.36
400 - SUPPLIES & MATERIALS	\$498,650.00	\$35,246.26	\$334,574.02	\$16,023.76	\$148,052.22
500 - CAPITAL OUTLAY	\$254,000.00	\$2,680.00	\$61,671.23	\$21,429.93	\$170,898.84
600 - OTHER OBJECTS	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
700 - NON-CAPITAL EQUIPMENT	\$18,000.00	\$0.00	\$3,727.00	\$0.00	\$14,273.00
20 - OPERATIONS & MAINTENANCE Total:	\$2,311,775.00	\$148,591.21	\$1,537,797.48	\$185,317.22	\$588,660.30

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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
30 - DEBT SERVICE					
0 - EXPENDITURES					
5140 - DEBT SERVICE - INTEREST PAYMENTS					
600 - OTHER OBJECTS	\$698,548.00	\$0.00	\$368,822.77	\$0.00	\$329,725.23
5200 - INTEREST ON BONDS OUTSTANDING					
600 - OTHER OBJECTS	\$1,120,000.00	\$0.00	\$1,120,000.00	\$0.00	\$0.00
5400 - DEBT SERVICE LEASES					
600 - OTHER OBJECTS	\$2,500.00	\$2,000.00	\$2,000.00	\$0.00	\$500.00
30 - DEBT SERVICE Total:	\$1,821,048.00	\$2,000.00	\$1,490,822.77	\$0.00	\$330,225.23

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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	\$43,809.82	\$805,388.55	\$0.00	\$479,611.45
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40 - TRANSPORTATION Total:	\$1,285,000.00	\$43,809.82	\$805,388.55	\$0.00	\$479,611.45
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# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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

Account Type: EXPENDITURE

Print accounts with zero balance     
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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	\$270.37	\$2,336.04	\$694.86	(\$588.90)
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$5,499.00	\$377.50	\$3,211.23	\$3,770.76	(\$1,482.99)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$45,056.00	\$2,276.65	\$19,035.82	\$10,725.27	\$15,294.91
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,110.00	\$22.33	\$879.97	\$87.61	\$142.42
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	\$52.96	\$224.81	\$26.48	(\$251.29)
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$21,207.00	\$1,222.87	\$11,098.64	\$5,954.80	\$4,153.56
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$2,442.00	\$58.85	\$204.79	\$48.15	\$2,189.06
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$6,572.00	\$454.02	\$4,973.20	\$1,690.62	(\$91.82)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,975.00	\$136.38	\$1,493.99	\$507.85	(\$26.84)
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$16,893.00	\$1,236.16	\$13,115.33	\$4,510.62	(\$732.95)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$24,424.00	\$1,576.34	\$18,204.45	\$6,023.37	\$196.18
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$56,557.00	\$3,989.65	\$41,718.00	\$12,450.51	\$2,388.49
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$25,276.00	\$1,817.89	\$16,219.64	\$8,393.52	\$662.84
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$10,461.00	\$90.34	\$7,284.59	\$1,387.68	\$1,788.73
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$38,260.00	\$2,505.94	\$27,612.81	\$9,134.22	\$1,512.97
<b>51 - IMRF Total:</b>	<b>\$258,174.00</b>	<b>\$16,088.25</b>	<b>\$167,965.15</b>	<b>\$65,406.32</b>	<b>\$24,802.53</b>

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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Print accounts with zero balance     
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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	\$9,134.50	\$65,927.91	\$44,443.20	\$9,389.89
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,242.00	\$330.16	\$2,534.98	\$2,606.50	\$1,100.52
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$43,684.00	\$2,423.22	\$18,149.68	\$11,451.21	\$14,083.11
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$8,262.00	\$601.82	\$4,530.59	\$3,308.85	\$422.56
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,925.00	\$25.46	\$1,255.24	\$289.05	\$380.71
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	\$2,577.83	\$1,892.37	\$90.80
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,707.00	\$746.76	\$5,414.02	\$3,842.95	\$450.03
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$5,693.00	\$425.90	\$3,216.36	\$2,148.07	\$328.57
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$14,620.00	\$845.25	\$6,781.63	\$3,708.83	\$4,129.54
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,270.00	\$179.62	\$1,355.01	\$993.81	(\$78.82)
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$4,081.00	\$273.88	\$2,066.35	\$1,517.65	\$497.00
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$7,062.00	\$581.15	\$3,324.81	\$749.64	\$2,987.55
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$9,943.00	\$675.49	\$6,563.72	\$2,322.66	\$1,056.62
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,822.00	\$283.52	\$2,130.06	\$1,562.46	\$129.48
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$3,914.00	\$305.20	\$2,897.33	\$1,066.13	(\$49.46)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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  Include Inactive Accounts     
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FUND / TYPE / FUNCTION / OBJECT	Preliminary 2022	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$3,162.00	\$232.58	\$2,219.60	\$820.12	\$122.28
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,200.00	\$1,392.31	\$13,822.97	\$4,926.15	\$1,450.88
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,654.00	\$201.00	\$1,924.96	\$707.36	\$21.68
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$16,833.00	\$1,091.80	\$11,043.80	\$3,980.89	\$1,808.31
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$38,982.00	\$2,932.03	\$26,671.40	\$8,572.04	\$3,738.56
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$18,011.00	\$1,307.17	\$10,212.57	\$5,180.49	\$2,617.94
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,210.00	\$69.32	\$4,783.25	\$1,062.94	\$1,363.81
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$28,004.00	\$1,894.88	\$18,170.67	\$6,652.80	\$3,180.53
52 - SOCIAL SECURITY AND MEDICARE Total:	\$381,210.00	\$26,295.50	\$218,359.84	\$113,806.17	\$49,043.99

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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	\$60,956.70	\$108,585.20	\$0.00	\$14,490.80
500 - CAPITAL OUTLAY	\$1,165,358.00	(\$1,180.00)	\$458,347.02	\$0.00	\$707,010.98
<b>60 - CAPITAL PROJECTS Total:</b>	<b>\$1,288,434.00</b>	<b>\$59,776.70</b>	<b>\$566,932.22</b>	<b>\$0.00</b>	<b>\$721,501.78</b>

**Lincolnwood School District 74**

**General Ledger - OBJECT REPORT**

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

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:3/1/2022 To Date:3/31/2022

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      (\$96,815.21)      \$77,788.28      \$0.00      (\$26,178.28)

2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY

\$2,137,023.00      \$145,298.25      \$1,941,360.89      \$0.00      \$195,662.11

90 - FIRE PREVENTION & SAFETY Total:      \$2,188,633.00      \$48,483.04      \$2,019,149.17      \$0.00      \$169,483.83

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2021-2022 From Date:3/1/2022 To Date:3/31/2022

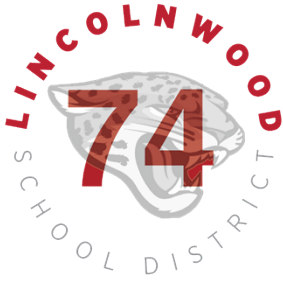
Account Mask: ??????????????????

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	\$1,853,093.54	\$19,670,482.39	\$6,959,005.64	\$5,841,759.97

End of Report



# Executive Summary Finance Committee Meeting

DATE: May 19, 2022

TOPIC: Resolution Authorizing the Transfer of Interest Income

PREPARED BY: Courtney Whited

**Recommended for:**

- Action
- Discussion
- Information

**Purpose/Background:**

A resolution was drafted in order to complete the transfer cited in the FY22 budget. A shortfall in Fund 80/Tort will be addressed by transferring \$65,000 of interest revenue collected under Fund 10/Educational. Over the last few fiscal years, Fund 80 has primarily been used to pay the insurance premiums for workers' compensation and property/casualty/liability. With the recent steep annual increases, especially in the property/casualty/liability CLIC invoice, Fund 80 has been reduced more than anticipated. Completing this transfer, along with May's CPPRT revenue, will create a more robust balance so Fund 80's risk of going negative in near future is greatly reduced.

<i>Begin entering data on EstRev 5-10 and EstExp 11-17 tabs.</i>			
Description: Enter Whole Numbers Only	Acct #	(10) Educational	(80) Tort
Total Other Uses of Funds <sup>9</sup>		65,000	0
Total Other Sources/Uses of Fund		(65,000)	65,000
ESTIMATED ENDING FUND BALANCE June 30, 2022 (All Sources With student Activity Funds)		10,584,615	19,041

**Fiscal Impact:**

\$65,000 of Fund 10's \$155,634.58 interest as of 4/30/2022 transfers to Fund 80 on June 2, 2022. The FY22 budget stated \$100,000 of revenue for Fund 10 Interest after considering this transfer.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Resolution Authorizing the Transfer of Interest Income in the amount of \$65,000 from the Educational Fund to the Tort Fund.

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

**RESOLUTION AUTHORIZING THE TRANSFER OF INTEREST INCOME  
FROM THE EDUCATIONAL FUND TO THE TORT FUND**

WHEREAS, this Board of Education has heretofore received tax revenues and deposited said moneys into the Educational Fund, the principal balance of which has been invested and has accumulated earned interest; and

WHEREAS, this Board of Education has not heretofore earmarked or restricted the interest earned from the investment of the principal balance of its Educational Fund; and

WHEREAS, pursuant to Section 10-22.44 of the Illinois School Code this Board of Education is authorized and empowered “to transfer the interest earned from any moneys of the district in the respective fund of the district that is most in need of such interest income, as determined by the board” (105 ILCS 5/10-22.44); and

WHEREAS, as of April 30, 2022, the School District had accumulated earned interest in the Educational Fund in the approximate amount of \$155,634.58, and said Fund may have additional interest earnings by June 30, 2022, the specific amount of which will be verified in the School District’s Annual Financial Report; and

WHEREAS, none of the above interest was earmarked or restricted by the board for a designated purpose or earned for purposes of Illinois municipal retirement under the Pension Code, tort immunity under the Local Governmental

and Governmental Employees Tort Immunity Act, fire prevention, safety, energy conservation and school security purposes under Section 17-2.11 of the Illinois School Code, or capital improvements under Section 17-2.3 of the Illinois School Code; and

WHEREAS, this Board of Education finds and determines that the School District's Tort Fund is most in need of such accumulated interest and it is in the best interests of this School District to permanently transfer the accumulated interest in the Educational Fund in the amount of \$65,000.00 to the Tort Fund.

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

SECTION ONE: That the preambles to this Resolution are hereby incorporated by reference into this Section One as if fully set forth and restated herein *verbatim*.

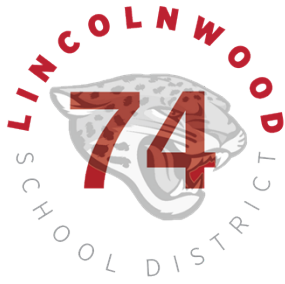
SECTION TWO: That the Treasurer of this School District is authorized and directed to permanently transfer accumulated interest in the amount of \$65,000.00 from the District's Educational Fund to the Tort Fund by June 30, 2022.

SECTION THREE: That this Resolution shall be in full force and effect forthwith upon and after its adoption.

ADOPTED: This 1st day of June, 2022.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education



## Executive Summary Finance Committee Meeting

---

DATE: May 19, 2022

TOPIC: FY23 Preliminary Budget Assumptions

PREPARED BY: Courtney Whited

### **Recommended for:**

Action

X Discussion

X Information

### **Purpose/Background:**

Annually, the Board of Education must approve the School District Budget. The Administration Team welcomes conversation with and guidance from the Finance Committee relative to FY23 budget assumptions.

### **Fiscal Impact:**

A variety of preliminary figures are provided in the attached presentation.

The Tentative Budget will be presented at the June 9, 2022 Finance Committee meeting.

### **Recommendation:**

This presentation is for informational purposes.

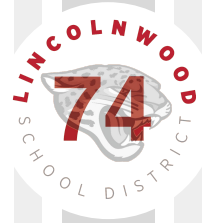


# 2022-23 Preliminary Budget Assumptions

Finance Committee Meeting

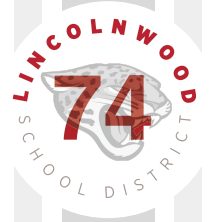
May 19, 2022

# Fiscal Year 2023 Budget Timeline



Date	Activity	Location
<b>MAY 19</b>	<b>Review assumptions to consider for Preliminary Budgeting</b>	<b>Finance Mtg</b>
JUN 09	Present Tentative Budget for review and discussion	Finance Mtg
JUL 21	Present Tentative Budget, Request 30-day notice in newspaper	Finance Mtg
JUL 22	Upload the Tentative Budget on District's Website	Website
JUL 28	Publish 30-day notice of Budget Availability & Budget Public Hearing	Newspaper
AUG 04	Present the Tentative Budget	Board Mtg
<b>SEP 01</b>	<b>Public Hearing &amp; Budget Adoption</b>	<b>Board Mtg</b>
SEP 02	Upload Adopted Budget on District's Website	Website
SEP 02	File certified copy of Budget with Cook County Clerk (may file online)	Cook Clerk
SEP 02	Submit Budget electronically to ISBE	ISBE

# Expenditures: Salaries



## **Positions**

194 Existing Employees on FY22 Payroll

-2.0 FTE Subs, -1.0 Gr. 3 Teacher, +1.0 Spanish Teacher

## **Salary Schedule Class Changes due to Coursework**

8 Teachers have the potential to level up Sep/Feb (\$35,000 max.)

## **Longevity Stipend (\$900/year)**

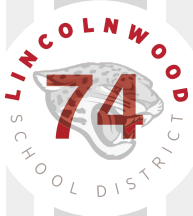
28 Teachers will earn longevity (28 earned it in FY22)

## **Retirees**

3 Teachers & 1 Superintendent retire at the end of FY22

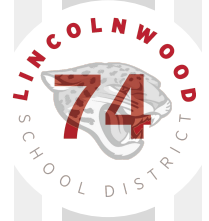
7 Teachers on track

# Expenditures: Salaries Summary



	<b>FY23 Estimate</b>
Certified Salaries	\$12,616,892
Classified Salaries	\$2,190,994
Extra-Duty/OT/Sub Pay	\$900,801
<b>Total</b>	<b>\$15,708,687</b>

# Expenditures: Benefits- Med. & Dental Insurance



## **Medical Rates (70% paid by SD74)**

HMO 7.7% increase & PPO 5.5% increase

## **Dental Rates (85% paid by SD74)**

Dental 3.7% increase

## **Life Insurance (100% paid by SD74)**

Starts after 1 year of service per LTA/LSSU contracts

## **Retirees (100% paid by SD74)**

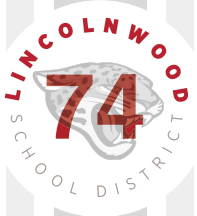
10 existing retirees on TRS THIS invoice

4 new retirees start TRS THIS plan in FY23

4 retirees age out at 65 years old during FY23

14 retirees on EBC dental/life; 3 on EBC med/dental/life; 4 will age out

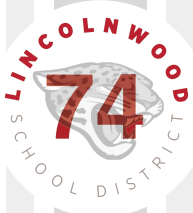
# Expenditures: Med/Dental/Life Insurance



	<b>Annual SD74 Cost</b>	<b>Active &amp; Retirees</b>
PPO Plans	\$1,635,939	87 + 3 Retirees
HMO Plans	\$641,531	57
Dental Plans	\$144,386	145 + 17 Retirees
Life Plans	\$21,533	172 + 17 R
Vision Plans	\$7,124	11 & 2 Retirees
Flex Spending Acct. Fee	\$166	~39
TRS THIS for Retirees	\$248,447	14 ---> 14 Retirees
<b>Total *Pre-Open Enrollment</b>	<b>\$2,699,126</b>	<b>*24 EEs could enroll</b>

8 Employees  
 X  
 \$10,000 Avg. Plan  
 =====  
 \$80,000 Increase?  
 \*\$2,779,126

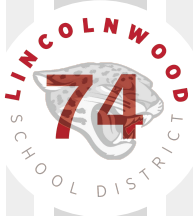
# Expenditures: Benefits- Other



## Employer Contribution Rates

	TRS ( )	THIS ( )	TRS Fed ( )	Medicare (Same)	IMRF (Decrease)	SS (Same)
<b>FY23</b>	<b>Not posted%</b>	<b>Not posted%</b>	<b>Not posted%</b>	1.45%	<b>A) 9.97%</b> <b>B) 7.57%</b> (8.77% avg)	<b>6.2%</b>
<b>FY22</b>	0.58%	0.67%	10.31%	1.45%	A) 12.2% B) 9.97% (11.09% avg)	6.2%

# Expenditures: Benefits- Other



	<b>Cost to SD74</b>
Long Term Disability	\$43,716
Tuition Reimbursements	\$40,000
TRS & THIS	\$180,280 w/o TRS Fed
IMRF	\$204,100
Medicare	\$227,931
Social Security	\$155,823
<b>Estimated Total</b>	<b>\$851,850</b>

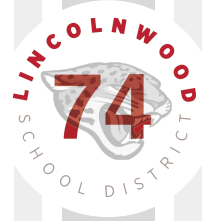
# Expenditures: Salary & Benefits Summary



	<b>FY23 Tentative</b>	<b>FY22 Budget</b>	<b>FY21 Actual</b>
All Salaries	\$15,708,687	\$15,596,486	\$14,426,786
Health-Related Benefits	\$2,434,126 Retirees removed	\$2,171,659	\$2,034,210
Other Benefits	\$851,850 w/o TRS FED	\$1,017,663	\$978,646
<b>Total</b>	<b>\$18,994,663</b>	<b>\$18,785,808</b>	<b>\$17,439,642</b>



# Expenditures: Significant Annual Services/Supplies



- Special Education (crossed \$2M mark)
- Transportation: Regular and Special Education
- Custodial Services
- Seasonal Landscaping
- Snow Removal
- Workers' Compensation (reduced ~\$30,000)
- Property Casualty Insurance (Launched MFA for Cyber \$2M)
- TRS Federal Fees in Arrears (Final Year of Correction!)
- Technology
- Energy/Utilities- Natural gas contract ending
- NTST Payment

# Expenditures: Summer 2022 “Packages”

A: General Work w/ Paschen- 4 RTUs, fixtures, exit signs, rated glazing, pressure switches, replace pumps & install VFD

B: Sitework w/ Murphy- Todd parking lot, driveway & playground prep, Rutledge & Lincoln’s asphalt sealcoat/stripe, track

C: Hold off on Administration roofing

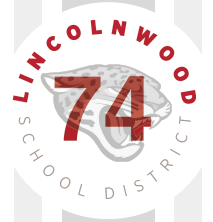
D: Shared instructional furniture at Rutledge Hall

E: Playground equipment and surfacing

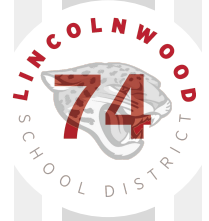
F: Rutledge Hall elevator modernization

G: Cafeteria tables/benches at Todd Hall & Rutledge Hall

Architect & Engineer Fees



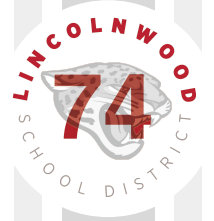
# Expenditures: Summer 2023 “Packages”



A & E Fees and Possible Pre-Purchasing associated with:

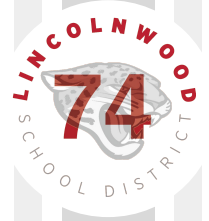
1. HLS at Todd Hall- Plumbing: Replace galvanized piping & fixtures, install actuators, backflow at “mop” sinks
2. HLS at Rutledge Hall- Masonry: Chimney capstone
3. Bitumen Roofing at Todd & Rutledge, Tuckpoint at Todd
4. Add Administration roofing from summer 2022 pause
5. Classroom furniture for PreK and Kindergarten
6. Drinking fountain replacement and additions
7. Courtyard renovation at Rutledge Hall
8. Plaza renovation at Lincoln Hall

# Expenditures: General Considerations



- Last of the 2010-2017 LTA members to receive 100% insurance until age 65 retired in FY22; Starting FY23 LTA receives \$35,000 lump sum or a cap of \$5,000/year until age 65
- The LSSU contract contains new hourly rates
- Continue spending FY21 Bond proceeds on Capital Projects
- Services: Food, Transportation, Custodial
- Technology (Grant)

# Revenue: Local Property Taxes



**With 2 MONTHS of FY22 Remaining...**

## **Tax Collections as of 4/30/22**

\$25,016,668 budget - **\$24,960,581 collected** = \$56,087 short

Last Year: \$22,613,438 budget - **\$20,838,910 collected** = \$1,774,528 short

## **Taxes Refunded as of 4/30/22**

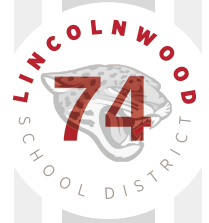
Loss of \$545,540 budgeted - **\$280,055 lost** = \$265,485 kept, not refunded

Loss of \$727,040 budgeted - **\$386,724 lost** = \$340,316 kept, not refunded

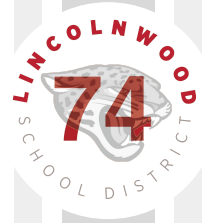
*August real estate tax payments will not likely arrive until JAN 2023!*

# Revenue: Other Local

- Registration fee & tuition collections may be down due to unemployment and increases in free/reduced waivers
- Facility Rentals: NTDSE rents 3 classrooms, CCDC rents a section of Todd Hall- back to normal payments after flooring credit, Return to Auditorium/Gym gatherings
- Interest: Increase in rates
- Corporate Personal Property Replacement Tax (CPPRT) has been more robust than usual in the last two years



# Revenue: IL State Sources



## **Evidenced-Based Funding**

\$1,160,000 was FY22 and “Hold Harmless” continues

## **Transportation**

More student mileage to claim for an increased amount

## **State Library Grant**

\$1,000 could disappear

## **School Maintenance Project Grant**

\$50,000 paid in FY22 to be spent FY23

## **Solar Grant**

Up to \$6,400 from the Illinois Clean Energy Community Foundation and up to \$5,000 from the Cook County Solar School program

# Revenue: Federal Sources

Title I Low Income

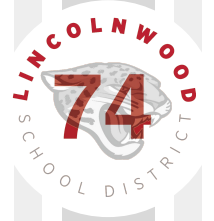
Title III LIP/LEP

IDEA Part B Flow through NTDSE

Special Milk Program

E-rate Reimbursements

ESSER III and remnants of ESSER II





## Executive Summary Finance Committee Meeting

DATE: May 19, 2022

TOPIC: Tracers Subscription 22-23

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The Board approves all contracts.

Tracers is a secure, subscription based database that the District would use as a first pass to ensure that a family resides within the boundaries of Lincolnwood when circumstances or documentation suggest otherwise.

The District can subscribe to Tracers with access to information solely meant to verify an address and without the ability to search for financial, criminal or other personal information unrelated to verifying a residence.

District Legal Counsel reviewed the Proposal and found that SOPPA does not apply because we are not getting student data, only name and address searches. Other common items, such as jurisdiction and venue for disputes, governing law, etc., were determined to not be necessary based on the fact Tracers is selling access to their database and not performing any type of service for the District. Therefore, Counsel found the Proposal acceptable, as presented.

### **Fiscal Impact:**

The cost of Tracers is \$39/month. This entitles the District to 13 searches. Anything above 13 in a given month would cost \$3/search.

### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve this Proposal from Tracers for residence verification database in the amount of \$39 per month.

David Russo  
drusso@sd74.org>

cyndi@tracers.com  
www.tracers.com

Account Executive  
Cyndi Price



# Tracers Proposal

## Prepared for:

David Russo

Lincolnwood SD74

Proposal Issued:  
**04.22.2022**

Proposal Valid to:  
**05.22.2022**

## Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Tracers. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.

“Tracers is the trusted source of investigative data for more than 400 government and law enforcement agencies

## A Premier Data Provider with Decades of Data Expertise

Tracers has been supplying businesses with the data and intelligence that are essential for success in the ever-involving information age since 1996. Today, with new leadership at the helm, a fresh vision, and an expanding wealth of resources, the future has never looked brighter. By combining powerful search technology with cutting-edge innovation, we deliver access to billions of public records and proprietary data sources to qualified organizations across multiple industries.

Tracers was built on the principle of providing excellent service, outstanding value, and our peerless data expertise to our clients—minus all the cumbersome setup processes. We pride ourselves in the personal attention we give every one of our clients—large and small—and are honored to be their trusted information-gathering partner.

Robust Data. Excellent Service. Outstanding Value.

#1 Data Intelligence Provider Powering Multiple Industries



QUOTE PREPARED FOR  
LINCOLNWOOD SD74



QUOTE DETAILS

DATE: APRIL 22ND, 2022

QUOTE EXPIRATION DATE: May 22nd, 2022

TO:

NAME: DAVID RUSSO

COMPANY NAME: LINCOLNWOOD SD74

STREET ADDRESS:

CITY, ST ZIP CODE



**QUOTE**

**PAYMENT TERMS**

**DUE DATE**

Cyndi Price - Account Executive

**PRICE DETAILS**

**TRACERS MANUAL PLATFORM PRICING**

Number of Users

Monthly  
Minimum

Site Access - 1 User

1

\$39.00

Search Costs - See Next Page



#1 Cloud-based Investigative  
Research Software

License Searches	Hit	No Hit
DEA Licenses	\$1.00	No Fee
Hunting & Fishing Licenses	\$1.00	No Fee
Pilot's Licenses	\$1.00	No Fee
Professional Licenses	\$1.00	No Fee
Delayed Searches	Hit	No Hit
Onsite County Civil	\$15.95 + Court Fee	
Onsite County Criminal	\$12.95 + Court Fee	
Onsite State Criminal	Varies by State	
State Driving Records	Varies by State	
Phone	Hit	No Hit
Phone Report	\$3.00	No Fee
Court Records	Hit	No Hit
Docket Searches		
All Docket	\$5.00	\$5.00
Appellate Docket	\$2.00	\$2.00
Bankruptcy Docket	\$2.00	\$2.00
Federal Civil Docket	\$2.00	\$2.00
Federal Criminal Docket	\$2.00	\$2.00
Criminal Traffic Searches		
Arrest Records	\$1.00	\$1.00
Criminal Records	\$5.00	\$5.00
Criminal Package (Includes Arrests, Traffic, Sex Offender Data, and Warrants)	\$6.50	\$6.50
Incarceration Records (Real Time)	\$8.00	\$8.00
Crim Watch (\$1.00/mn for continuous incarceration monitoring plus additional hit fee for notification)	\$2.50	\$0.00
Sex Offender Records	\$3.00	\$3.00
Prohibited Party/Terrorist Search (OFAC)	\$3.00	\$3.00
Traffic Records	\$3.00	\$3.00
National Warrants	\$3.00	\$3.00
Debt, Evictions & Foreclosure		
Bankruptcy Records	\$1.00	\$1.00
Bankruptcy/Lien/Judgment	\$3.00	\$3.00
Eviction Records	\$2.50	\$2.50
Foreclosure Records	\$1.00	\$1.00
Tax Lien Records	\$1.00	\$1.00
Civil Judgments	\$1.00	\$1.00

People Searches	Hit	No Hit
Premium People Search	\$3.00	No Fee
People Search Lite	\$3.00	No Fee
SSN Address Trace	\$1.00	No Fee
Identity Verification	\$1.00	No Fee
Utility Listing Data	\$1.00	No Fee
UCC Filings	\$1.00	No Fee
Unbanked Data	\$3.00	No Fee
Birth Records	\$1.00	No Fee
Death Records	\$1.00	No Fee
Divorce Records	\$1.00	No Fee
Marriage Records	\$1.00	No Fee
Tenant History	\$1.00	No Fee
SSN Verifier Plus	\$1.00	No Fee
Census Records	\$5.00	\$5.00
Live Credit Header	\$5.00	\$5.00
Social Media Records	\$14.00	\$14.00
Asset Searches	Hit	No Hit
Property Searches		
Assessor Records	\$2.00	\$2.00
Deeds Records	\$2.00	\$2.00
Real Property (Combined Search)	\$3.00	\$3.00
Other Asset Searches		
License Plate Recognition	\$25.00	No Fee
Aircraft Records	\$1.00	No Fee
Domain Registrations	\$1.50	No Fee
Vehicle Ownership	\$3.00	\$3.00
Vehicle Registration	\$5.00	\$5.00
Vessel Records	\$1.00	No Fee
Profile Reports	Hit	No Hit
Premium Profile (Comprehensive)	\$10.00	No Fee
Mini Profile	\$1.50	\$1.50
Neighborhood Profile	\$1.00	No Fee
Real Property - Combined Search	\$3.00	\$3.00
Relatives Report	\$1.00	No Fee
Criminal Profile	\$10.00	\$10.00
Shared Residence Report	\$1.00	\$1.00
Business Searches	Hit	No Hit
Comprehensive Business Report	\$10.00	\$10.00
Business Credit Report (Cortera)	\$12.00	\$0.00
Combined Business Search	\$2.50	\$2.50
DBA/FBN Records	\$1.00	\$1.00
FEIN-Tax ID Records	\$1.00	\$1.00
Corporate Records	\$1.00	\$1.00
Work Place Records	\$1.00	No Fee

Search Pricing

**Certificate Of Completion**

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Subject: Please DocuSign: Subscriber Pricing Addendum Tracers 2021.docx

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Cyndi Price

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15470 Flight Path Drive

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David Russo

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drusso@sd74.org

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Greg Bartram

greg.bartram@tracersinfo.com

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(None)**Electronic Record and Signature Disclosure:**

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Cyndi Price

cyndi@tracersinfo.com

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Onboarding

Onboarding@tracers.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Tracer's Information Specialist Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Tracer's Information Specialist Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marie@tracersinfo.com](mailto:marie@tracersinfo.com)

### **To advise Tracer's Information Specialist Inc. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [marie@tracersinfo.com](mailto:marie@tracersinfo.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Tracer's Information Specialist Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [marie@tracersinfo.com](mailto:marie@tracersinfo.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Tracer's Information Specialist Inc.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [marie@tracersinfo.com](mailto:marie@tracersinfo.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Tracer's Information Specialist Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Tracer's Information Specialist Inc. during the course of your relationship with Tracer's Information Specialist Inc..



## Executive Summary Finance Committee Meeting

DATE: May 19, 2022

TOPIC: Newsela Essentials Renewal 2022-2023

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The Board approves all contracts.

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

Newsela Essentials allows teachers to track performance on reading assignments, create custom instructions and activities, annotate articles for students, and access professional development. Additionally, this subscription affords access to teacher resources for all current events articles and student activities to build comprehension and engagement. Students read 23,000 articles on the platform in the 2021-2022 school year.

District Legal Counsel reviewed the Customer Agreement and supporting documentation and found no changes were necessary. Since the inception of the subscription, an automatic subscription renewal clause was eliminated from the Terms along with clauses related to arbitration, changing the state law governing the Agreement to Illinois, and the venue of any potential litigation to the Circuit Court of Cook County, Illinois. Additionally, an Amendment addressing the Student Online Personal Protection Act (SOPPA) signed last year remains valid.

### **Fiscal Impact:**

The cost of a one-year subscription to Newsela Essentials for Todd Hall, Rutledge Hall, and Lincoln Hall is \$9,600. The subscription cost \$9,600 in the 2021-2022 school year as well.

### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve this Customer Agreement from Newsela for Newsela Essentials in the amount of \$9,600 from August 6, 2022 to August 5, 2023.



Newsela Inc.  
500 5<sup>th</sup> Ave, FL 28  
New York, NY 10110

# Customer Agreement

**Billing Information:**

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

**Customer Agreement No. Q-76278**  
**Newsela Sales Rep:** Alexis Farmer  
**Contact Email:** alexis.farmer@newsela.com  
**Offer Date:** May 3, 2022  
**Expiration Date:** August 5, 2022

**To:**  
Jordan Stephen  
Lincolnwood School District 74  
6950 N East Prairie Rd  
Lincolnwood, IL 60712-2520

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

\*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product breakdown underlying this quote which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela’s obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a ‘Renewal Term’), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

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

This Customer Agreement is subject to Newsela's Terms of Use, Newsela's Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties ("Service Contract").

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

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

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

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

The foregoing Terms of Use are amended by the following:

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

#### **Purchase Order Information**

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

PO Required:

PO Number:

PO Amount: \$

#### **Billing Information**

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

**Bill-To Name:**

**Bill-To Email:**

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

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:
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#### **Appendix**

<b>School</b>	<b>Products/Services</b>	<b>License Dates</b>
RUTLEDGE HALL ELEM SCHOOL	Newsela Essentials	08/06/22 - 08/05/23
LINCOLN HALL MIDDLE SCHOOL	Newsela Essentials	08/06/22 - 08/05/23
TODD HALL ELEM SCHOOL	Newsela Essentials	08/06/22 - 08/05/23

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

This Amendment is entered into as of August 5, 2021, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Newsela, Inc. ("Newsela") pursuant to the Quote dated May 25, 2021, and the Terms of Use and Privacy Policy (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Newsela shall not materially modify or amend the Agreement, the Terms of Use, or the Privacy Policy (see <https://newsela.com/pages/terms-of-use/> and <https://newsela.com/pages/privacy-policy/>) during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.
3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Newsela prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Newsela acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and Newsela hereby submits to the jurisdiction of that court. Sections 1.6, 16.1, 16.2, and 16.3 of the Terms of Use, and any other references to binding arbitration shall be deleted from the Agreement.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Newsela shall also maintain all student data obtained from School District in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein "SOPPA"). In accordance with SOPPA, Newsela and the School District agree as follows:

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

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

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

7. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

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

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

By: [Signature]

Its: Board President

Date: 8/5/21

**NEWSELA, INC.**

DocuSigned by:  
By: Chris Mezzatesta  
B4D8010E140E

Its: Chief Customer Officer

Date: 7/12/2021

# Newsela — Terms of Use

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

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

## 1. General.

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

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

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

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

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

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

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

## 2. Services.

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

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

## 3. Registration.

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

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

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

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

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

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

#### 3.4.2. Authority; Consent.

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

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

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

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

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

#### 3.5. Accounts for Students and Learners.

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

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

## 4. User Code of Conduct.

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

## 5. User Content.

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

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

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

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

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

## 6. Student Data.

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

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

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

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

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

6.6. Protection of Student Data by Newsela.

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

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

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

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

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

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

## 7. Payment.

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

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

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

## 8. Proprietary Rights.

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

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

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

## 9. Apple Device and Application Terms.

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

- 9.1. Both you and Newsela acknowledge that these Terms are concluded between you and Newsela only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- 9.2. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- 9.3. You will only use the Application in connection with an Apple device that you own or control;
- 9.4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- 9.5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- 9.6. You acknowledge and agree that Newsela, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- 9.7. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Newsela, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

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

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

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

## 10. Third-Party Websites.

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

## 11. Indemnification.

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

## 12. Disclaimer of Warranties.

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

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

### 13. Limitation of Liability.

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

### 14. Procedure for Making Claims of Copyright Infringement.

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

### 15. Term and Termination.

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

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

## 16. General Provisions.

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

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

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

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

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

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

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

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

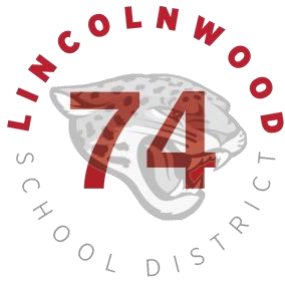
(f) With the exception of subparts (1) and (2) in the paragraph 16.2(c) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with these Terms, then the balance of this arbitration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

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

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

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

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



## Executive Summary Finance Committee Meeting

DATE: May 19, 2022

TOPIC: 22-23 Renewal Neptune Navigate for Schools/Educate – Level 2 Subscription

PREPARED BY: David Russo

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The Board approves all contracts.

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

Throughout the 21-22 school year, Neptune Navigate has provided online modules that teach students how to interact more safely in the digital world. The program offers lessons in modules such as: *Digital Footprint, Social Media, and Media Literacy*. Neptune Navigate will be used in complement with the Common Sense Media digital citizenship program also implemented in the District. Neptune Navigate has foundational information, vocabulary, and concepts. Students will use this knowledge and apply it through activities embedded in the Common Sense Media program. The staff implementing the program has found this to be a valuable supplement to Common Sense materials.

District Legal Counsel reviewed the documents related to the renewal and found them to be acceptable. Last year, the District signed a Contract Amendment with the vendor which addressed any areas of concern, including SOPPA. The Contract Amendment was written to continue in place for all extensions and renewals, so it is still in force.

### **Fiscal Impact:**

The cost of Neptune Navigate for Schools/Educate – Level 2 for a one-year District subscription is \$1,750. The District paid the same last year.

### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve a one-year subscription to Neptune Navigate for Schools/Educate – Level 2 in the amount of \$1,750 from August 5, 2022 to August 4, 2023.

## TERMS AND CONDITIONS

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

### 01 AGREEMENT

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

### 02 LATE PAYMENT POLICY

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

### 03 TERMS OF USE POLICY

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

### 04 INTENDED USE POLICY

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

### 05 COPYWRITING

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



## **Children's Internet Protection Act (CIPA)**

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

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

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

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

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

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

Eric Jontra / President  
CMC Neptune



## **Children's Online Privacy Protection Act (COPPA)**

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

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

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

Eric Jontra / President  
CMC Neptune



The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA sets forth protocols for ensuring the privacy and security of personally identifiable information of students. Neptune Navigate (created by CMC Neptune) follows the protocols set forth in FERPA to protect all relevant student information.

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

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

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

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

Eric Jontra / President  
CMC Neptune

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

This Amendment is entered into as of August 5, 2021, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and CMC Neptune ("Neptune") pursuant to the Quote dated April 27, 2021, and the CIPA/COPPA/FERPA Compliance Statement (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Neptune shall not materially modify or amend the Agreement (see <https://www.neptunenavigate.com/>) during the term of this Agreement or any extension thereof, without providing written notice.

2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.

3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Neptune prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Neptune acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.

4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and Neptune hereby submits to the jurisdiction of that court. Any references to binding arbitration shall be deleted from the Agreement.

5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Neptune shall also maintain all student data obtained from School District in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein "SOPPA"). In accordance with SOPPA, Neptune and the School District agree as follows:

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

i. Information created by or provided to Neptune by a student or the

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

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

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

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

7. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

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

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

By: [Signature]  
Its: Board President

Date: 8/5/21

**CMC NEPTUNE**

By: [Signature]  
Its: President

Date: 7/9/2021



# Lincolnwood School District 74

Lincolnwood School District 74 -  
NN (IL)

6950 East Prairie Road  
Lincolnwood, IL 60712  
United States

David Russo

Director of Instruction/Curriculum

drusso@sd74.org

(847)675-8234

Reference: 20210427-131208420

Quote created: April 27, 2021

Quote expires: July 31, 2022

Quote created by: Caleb Wheeler

calebw@neptunenow.com

## Comments from Caleb Wheeler

2022/2023 Renewal Quote

## Products & Services

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

## Subtotals

Annual subtotal \$1,750.00

**Total \$1,750.00**

## Purchase Terms

*Thank you for your interest in Neptune Navigate. The pricing presented on this estimate will be valid for a period of 90 days unless otherwise specified in the product description.*

Please view our terms and conditions here: [Neptune Navigate Terms & Conditions](#).

Please click here to view our corporate W9: [CMC Neptune W9 2022](#).

## Questions? Contact me



Caleb Wheeler

calebw@neptunenow.com

CMC Neptune

PO Box 132691

Tyler, TX - Texas 75713

# 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.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CMC Neptune LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

**Note:** 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.

Other (see instructions) ▶

**4** 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) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**PO BOX 132691**

**6** City, state, and ZIP code  
**Tyler, TX 75713**

**7** List account number(s) here (optional)

Requester's name and address (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.

**Social security number**

				-					
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or

**Employer identification number**

8	3	-	2	7	1	0	0	4	4
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## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

**Sign Here**    Signature of U.S. person ▶ **Brand: Mapson**    Date ▶ **01-14-2022**

## 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

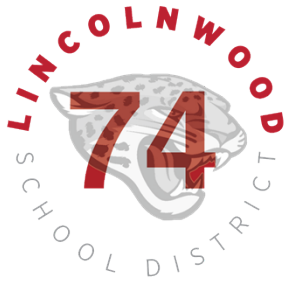
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (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.



## Executive Summary Finance Committee Meeting

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DATE: May 19th, 2022

TOPIC: 2022-2023 Annual Renewal of Achieve3000 License at Lincoln Hall (Formerly Actively Learn)

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Achieve3000, formerly known as Actively Learn and now owned by McGraw Hill, is an online literacy platform that allows teachers to modify reading assignments to make them more interactive. This resource has been in use at Lincoln Hall since 2015. Middle School teachers assign pre-existing Achieve3000 materials and content to students or have the ability to upload their own content, and are able to track student responses and activity using data tools. Students can interact with text by digitally highlighting and annotating, responding to embedded questions and content, using reference tools, and leaving feedback and comments.

The District's Legal Counsel has reviewed the Terms of Service and has referenced the amendment we have in place with Achieve3000 and indicated that it is still valid. McGraw Hill has acquired the company and is holding it as a subsidiary or "doing business as"/dba type arrangement. Because of this, Counsel believes the amendment continues in place for all future renewals and extensions, and supersedes any changes that might have been made to the Terms of Service.

Counsel also offered an opinion related to the National Data Privacy Agreement (IL-NDPA) and the Student Online Personal Protection Act (SOPPA). Counsel reviewed the IL-NDPA from Harvard Community Unit School District #50 and found the document to be acceptable. Counsel indicated the District could sign off on Exhibit E, provided that it accurately reflects the same product and configuration that we use in our District.

**Fiscal Impact:**

\$5,780

The District paid Actively Learn \$5,330 in the 2021-2022 school year.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Achieve3000 license at Lincoln Hall for the amount of \$5,780 for the 2022-2023 school year.

## Terms of Service

### Version Effective Date: November 1, 2021

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

### 1. CONTENT OF YOUR PURCHASE AGREEMENT

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

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

### 2. TERM OF THIS AGREEMENT

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

### 3. DESCRIPTION OF SERVICES

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

#### Service Element

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

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

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

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

The later of Subscription Start Date or school start date

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

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

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



ty (60) days prior to the Subscription End Date

## Online Professional Development materials for educators delivering differentiated reading instruction

Subscription Start Date

### On-Site Professional Development sessions

As indicated in this Agreement

### Online Professional Development sessions

As indicated in this Agreement

## 4. LICENSE GRANT

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

The foregoing notwithstanding, We will not be obligated to provide any Service to any Authorized User other than a student who has not agreed (i) to our Privacy Policy and (ii) to comply with our Terms of Use. We reserve the right to change our Privacy Policy and Terms of Use at any time without prior notice.

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

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

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

## 5. RESERVATION OF RIGHTS; RESTRICTIONS ON USE; CONTENT DISCLAIMER

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

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



surreptitiously intercept or expropriate any systems, data, personal information or property of another.

- You and your Authorized Users may print or download Content for your own personal educational use, provided such Content is clearly made available to be printed or downloaded, and provided, further, You keep intact all copyright and other proprietary notices.
- You and your Authorized Users should review the governing licensing restrictions associated with any Content or content or materials in the Service(s) designated as “open”, OER, or available for public use, before using any such content or materials. We do not grant you rights of any kind to use such content or materials outside of the Service.
- You and your Authorized Users may be permitted to upload third-party content for use with the Service(s) (“Service Uploads”). You represent and warrant that prior to providing any upload You will have all necessary rights to provide the Service Uploads, and that your Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. You grant Achieve3000 the right to make your Service Uploads available to users in the same manner and to the same extent as the Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available with the Service which shall be in addition to, and not instead of, these TOS.

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

## 6. COMMENTS

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

## 7. PAYMENT TERMS

Payment of the amounts set forth on each invoice shall be due within thirty (30) days of the date of the invoice. In the event that timely payment is not received, We shall have the right to deny You and your Authorized Users access to the Services until payment in full is received, without limitation or waiver of any other right or remedy available under these TOS or at law.

## 8. TAXES AND TAX RELATED OBLIGATIONS

The rates and charges for Services may not include, and You acknowledge that You are responsible for, any sales, use, excise, gross receipts, personal property, privilege, and value added tax liabilities and any other duties or other transaction taxes or charges imposed by any governmental entity for products and Services provided under this Agreement, excluding only taxes based solely on our net income. You shall hold Us harmless from all claims and liabilities arising from the failure to pay any such taxes, including penalties, interest, duties, tariffs or charges. You will promptly reimburse Us for any and all taxes, assessment, permits and fees that We may be required to pay in connection with this Agreement or its performance.

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

## 9. STUDENT DATA

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

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

In our receipt and handling of Student Data, We will act as your contractor and provider of institutional or assessment services, as applicable, and will comply with associated provisions of the Department of Education’s regulations under the federal Family Educational Rights and Privacy Act or “FERPA”. We will only use Student Data in a manner that complies with Sections 99.33(a) of the Department of Education’s



FERPA regulations and is consistent with our Privacy Policy (which is set forth at <http://www.achieve3000.com/privacy-policy/>). You will treat Us as a “School Official” as defined under FERPA and our staff as authorized school recipients of education records under FERPA.

In addition, we do and will comply with the provisions of the Children’s Online Privacy Protection Act (“COPPA”) in the operation of the Achieve3000 websites through which your Authorized Users will access and use Services. As permitted by COPPA, We rely on You in place of a parent or legal guardian to provide consent and authorization regarding use of the Services and collection of personally identifiable information of students under 13.

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

#### 10. TEACHER AND ADMINISTRATOR PREPARATION

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

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

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

#### 11. INVALID LEVELSET ASSESSMENTS

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

#### 12. EMAIL COMMUNICATIONS

You hereby authorize Us to send electronic mail to your teachers and school administrators for the following purposes:

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

#### 13. USER CONDUCT

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

#### 14. TERMINATION

- We may terminate this Agreement immediately for default if You fail to cure all material defaults in performance within five (5) business days of receipt of our written notice of Your default(s) (other than breach of Your payment obligations, for which We may terminate this Agreement immediately). No sooner than one (1) year after You accept these TOS, We may terminate this Agreement on at least sixty (60) days prior written notice.
- You may terminate this Agreement by (a) providing Us with no less than thirty (30) days prior written notice or (b) ceasing all access to the Service(s) for six (6) months or longer.
- Immediately upon the termination or expiration of any of Your Order Forms or this Agreement You and Your Authorized Users shall immediately cease use of all Service(s) subscribed for under that Order Form.

#### 15. CHANGES TO SERVICES

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



#### 16. LINKS TO OTHER SITES

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

## 17. CONFIDENTIALITY

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

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

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

## 18. DATA OWNERSHIP AND LOCATION OF SERVICES

You will own data on your Authorized Users’ use of our Services (“Program Data”) and the Student Data You provide to us. At your written request, We will return or destroy in a verifiable manner Student Data in our possession and provide You with copies of associated Program Data We have not previously provided to You. You agree that we may use Student Data and Program Data to provide and maintain the Services, and that we may use Program Data for our internal purposes, for example, improvement, development, and assessment of Services and Content.

The Services and Content are provided from, and Student Data and Program Data are stored on, servers located in the United States. You acknowledge and agree that we may provide the Services and Content, and store Program Data and Student Data, in this manner. If you use the Services from a region of the world with laws governing data collection and use that differ from those of the United States, then you acknowledge and agree that you are responsible for compliance with local laws, if and to the extent local laws are applicable.

## 19. WARRANTIES AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

- We warrant that We have the full authority to grant the rights granted to You herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO ANY CONTENT OR SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR UTILITY OF CONTENT, EFFECTIVENESS OF ANY SERVICE IN IMPROVING ANY STUDENT SKILL OR CAPABILITY, OR NONINFRINGEMENT, AND ANY WARRANTY THAT ANY SERVICE WILL BE ERROR-FREE, AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, EACH SERVICE IS PROVIDED “AS IS” AND WITH ALL FAULTS, AND YOU UNDERSTAND THAT YOU ARE ASSUMING ALL RISKS OF THE SERVICE’S USE, QUALITY, AND PERFORMANCE.
- IN NO EVENT SHALL EITHER YOU OR WE, INCLUDING EITHER OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER YOU OR US OR ANY THIRD PARTY, EVEN IF YOU OR WE, AS THE CASE MAY BE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF A SERVICE BY ANY PERSON OTHER THAN OUR EMPLOYEES OR AGENTS. OUR TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES YOU PAID DURING THE TERM OF YOUR WRITTEN ORDER OR AGREEMENT. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT SHALL WE, INCLUDING OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND OUR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN



CONNECTION WITH THE USE OF OR RELIANCE ON ANY CONTENT OR ANY SERVICE. To the extent that We may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

- FURTHER, IN NO EVENT SHALL WE, INCLUDING ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SERVICE OR CONTENT PROVIDED HEREUNDER TO YOU OR TO ANY AUTHORIZED USER.
- We agree to indemnify and defend You and your employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that the technology platform underlying a Service provided to You hereunder infringes upon the copyright of a third party. If any such Service is held to infringe, or if in our opinion, such a claim is likely to occur, We may, at our sole option and expense, either: (i) procure for You and your Authorized Users the right to continue using the Service in question; or (ii) replace or modify the infringing Service Elements so that they become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then We may terminate your license to access and utilize the allegedly infringing Service. The preceding sentences in this bullet states our entire liability and obligation, and your exclusive remedy, for infringement.
- To the extent permitted by law, You shall indemnify, defend and hold harmless Us and our parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of Your use of the Services, except to the extent that such claim is subject to Our indemnification obligations hereunder.

## 20. GENERAL

Nothing in this Agreement shall cause the relationship between You and Us to be anything other than that of independent contractors. None of your and our actions under this Agreement shall be joint, and You and We have not formed, and shall not form, a joint venture to perform any of our respective obligations hereunder. The failure of either party to require performance of any part of these TOS shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by an authorized representative of both You and Us. The rights and obligations of each party established herein are intended for the sole use and benefit of each of the parties and no one else. Accordingly, these TOS confers no rights upon any third party. Except for payment obligations, neither party shall be responsible for any delay or failure in its performance to the extent such delay or failure is caused by causes beyond a Party's reasonable control. You may not assign this Agreement without our prior written consent, and any attempted assignment of this Agreement without such consent shall be null and void. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to You at the address set forth in Your Order Form, and to Us at Achieve3000, Inc., 331 Newman Springs Road, Suite 304, Red Bank, NJ 07701, Attn: Chief Executive Officer, or to You or Us at such other address as You or We may designate in writing from time to time. The following Sections shall survive the termination or expiration of this Agreement: 1, 5 – 9, 14, and 17 – 21.

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

## 21. OUR CONTACT INFORMATION

Achieve3000, Inc.

331 Newman Springs Road, Suite 304

Red Bank, NJ 07701

732-367-5505

office@achieve3000.com

### ADDITIONAL RESOURCES

[Achieve3000 Technical and Organizational Measures](#)

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

[Prior Terms of Service effective August 5, 2020](#)



Achieve3000®



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**Quote ID:** Q-77846  
**Contract Period:** 08/01/2022 - 06/30/2023

**Quote Date:** 03/02/2022  
**Valid Until:** 08/31/2022

**Client Information**

Account Name	
Lincolnwood Sch Dist 74	
Address	Client
6950 N East Prairie Rd Lincolnwood, IL 60712-2520 Phone: (847)675-8234	Jordan Stephen Email: <a href="mailto:jstephen@sd74.org">jstephen@sd74.org</a> Phone: (847)675-8234

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

Participating Schools	Total Licenses Purchased	
	Program	22-23
Lincoln Hall Middle School	AL ELA	400
	AL Science	400
	AL Social Studies	400

<b>Product</b>	<b>Cost</b>	<b>Qty</b>	<b>Total</b>
Achieve3000 Site Setup Fee - Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support. <i>(SITE-SETUP)</i>	\$290.00 per site	1	\$290.00
Actively Learn ELA Plan <i>(AL-ELA)</i>	\$12.00 per student	400	\$4,800.00
Actively Learn Science Plan <i>(AL-SCI)</i>	\$9.00 per student	400	\$3,600.00
Actively Learn Social Studies Plan <i>(AL-SS)</i>	\$9.00 per student	400	\$3,600.00
Subtotal			\$12,290.00
Discount			(\$6,510.00)
<b>Order Total</b>			<b>\$5,780.00</b>

*See Next Page for Quote Acceptance*



**Acceptance for Quote ID Q-77846: \$5,780.00**

Lincolnwood Sch Dist 74

*Account Name*

Achieve3000

*Kirsten Colson*

*Signature*

*Signature*

Kirsten Colson - Customer Advocacy Manager

*Name / Title*

*Name / Title*

04/26/2022

*Date*

*Date*

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

Achieve3000  
331 Newman Springs Road  
Suite 304  
Red Bank, NJ 07701

Fax: (316) 221-0718

Email: [orders@achieve3000.com](mailto:orders@achieve3000.com)

For questions, please contact Kirsten Colson at (262) 573-5289 or [kirsten.colson@mheducation.com](mailto:kirsten.colson@mheducation.com).

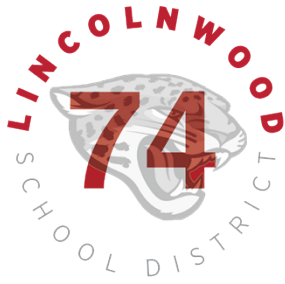
This quote is governed by and subject to the Achieve3000 terms and conditions at <https://achieve3000.com/who-we-are/about-us/terms-of-service/>. By signing this quote, you are agreeing to such terms and conditions.

To explore more renewal options, such as a multi-year quote with LOCKED-IN PRICING for three full years, please contact your Customer Advocacy Manager for an adjusted quote.

**About Achieve3000®**

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

Learn more about Achieve3000's learning solutions at [www.achieve3000.com](http://www.achieve3000.com).



## Executive Summary Finance Committee Meeting

DATE: May 19, 2022

TOPIC: Discovery Education, Inc. K-8 Streaming License for 2022-2023

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Discovery Education, Inc. is a supplemental product that can be integrated with many different disciplines. All three schools in the District have access to Discovery Education's extensive collection of educational videos and resources. Discovery Education has moved to an all-new product platform, which contains many new features, including original Discovery Education content, augmented reality experiences, and new video players that can incorporate information from lessons and activities. Content is divided into collections by grade and subject matter and aligned with curriculum standards. Teacher resources include research-based instructional strategies, lesson planning, and professional learning opportunities, as well as support for all students through differentiation and accessibility tools that are embedded into the content.

The District's Legal Counsel reviewed the contract, Privacy Policy and Terms and Conditions provided by Discovery Education. Counsel noted that even though the product now has a different product name than originally indicated, the Subscription Agreement Amendment on file between Discovery Education, Inc. and the District which was accepted by Discovery Education, Inc, is still in valid.

Counsel also offered an opinion related to the National Data Privacy Agreement (IL-NDPA) and the Student Online Personal Protection Act (SOPPA). Counsel indicated that the amendment on file does not address SOPPA and the District could sign off on an Exhibit E, provided that it accurately reflects the same product and configuration that we use within our District.

**Fiscal Impact:**

\$7,095

The District paid Discovery Education, Inc. \$5,914 in the 2021-2022 school year.

**Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Discovery Education, Inc. K-8 Streaming License for all schools within the District in the amount of \$7,095 for the 2022-2023 school year.

# Discovery Education Subscription Services: TERMS OF USE

## **I. Grant of Rights.**

Pursuant to a subscriber agreement, purchase agreement, or other similar agreement (herein, the "Agreement") between Discovery Education, Inc. (or one of its related entities) ("Discovery Education"), or its authorized distributor, and the subscribing/purchasing entity (herein, "Subscriber"), for a subscription, license (or the equivalent) to a Discovery Education Subscription Service, including but not limited to, the services currently known as, Discovery Education Experience, Discovery Education Streaming Plus, Discovery Education Science, Discovery Education Techbook, Mystery Science (and other such services as Discovery Education may introduce from time to time), Discovery Education has granted to Subscriber, and the authorized educators, administrators and students under the Agreement (or, as otherwise defined in the Agreement, the "Users"), for the term of the applicable Agreement, a limited, non-exclusive, terminable, non-transferable license to access a Discovery Education Subscription Service (the "Website") and any and all content included therein (the "Content"), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Agreement and these Terms of Use, such grant of rights subject to Discovery Education's rights thereto.

Discovery Education may, in its sole discretion, make changes to the Website and/or the Content, including but not limited to adding and/or removing video titles or other Content, adding closed-captioning, and implementing new encoding rates. Discovery Education respects the privacy of our users. Please take a few minutes to review our [Privacy Policy](#).

All rights not expressly granted to Subscriber and its Users pursuant to the Agreement are reserved to Discovery Education, and all uses of the Content by Subscriber and its Users not expressly permitted hereunder are prohibited.

## **II. Permitted and Prohibited Uses.**

**a. Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Website and the Content for bona fide educational and research purposes only, and may not use them in any commercial or for-profit manner.

Discovery Education reserves the right, in its sole and absolute discretion, to limit Subscriber's and/or any Users' use of the Website in the event that Discovery Education, in its sole and absolute discretion, deems Subscriber's and/or such Users' use thereof to be inconsistent with educational and research purposes, and/or inconsistent with these Terms of Use.

**b. Downloading of Content.** Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. Copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution "libraries", or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party outside of the Community (as defined in the Agreement).

**c. Editing Content.** Users may edit videos and video clips designated on the Website as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party's proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section II(c) may constitute copyright infringement.

User must maintain all copyright, trademark and proprietary notices included with, attached to or

embedded all editable videos and video clips without modification, obstruction or deletion. The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and teachers' guides ("Ancillary Materials"). User may modify, alter and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery Education or its content provider shall continue to own the Ancillary Materials: "Revised with the permission of Discovery Education. Discovery Education and its content providers are not responsible for the content or accuracy of the revision".

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

**e. Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Website, the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Website or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Website's or the Content's control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Website, the Content or Discovery Education or its content providers, or in any manner that Discovery Education may, in its sole discretion, deem inappropriate.

Subscriber and the Users acknowledge and agree that the Website and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery Education for which Discovery Education would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery Education, Discovery Education shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

### **III. Ownership.**

As between Subscriber, the Users, and Discovery Education, the Website and the Content are the property of Discovery Education, and are protected by United States and international copyright and trademark law. By using the Website and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Website or the Content.

### **IV. Security and Use of Passwords.**

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

## **V. Citations.**

User must include citation information, including Discovery Education or the applicable content provider (if identified) as the source, for all portions of the Content used in any end product.

## **VI. Communications from Discovery Education.**

Discovery Education may periodically contact Users for customer service purposes. By accessing the Website and the Content, Users consent to receive such communications. Subscriber shall promptly provide Discovery Education with any and all information regarding its Users and/or use of the Website and the Content by its Users that Discovery Education reasonably requests. Subscriber agrees that Discovery Education may reference its business relationship with Subscriber in its marketing, press releases or sales materials.

## **VII. Changes to Terms of Use.**

**Discovery Education reserves the right to change these Terms of Use from time to time. Such changes will become effective when Discovery Education posts the revised Terms of Use on the Website. Users should check the Terms of Use from time to time, as they are bound by the Terms of Use posted on the Website at the time of access. Any revised Terms of Use shall supersede all previous versions.**

## **VIII. Termination of the Agreement; Effect of Termination or Expiration**

In the event that Subscriber breaches any term of the Agreement, or Subscriber and/or any of its Users breach these Terms of Use, and such breach is not cured within 10 days after receipt of notice thereof from Discovery Education, Discovery Education may terminate the Agreement in whole or in part immediately upon written notice to Subscriber. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable.

Upon expiration or prior termination of the Agreement, all rights granted herein shall revert to Discovery Education; all access to and use of the Website and the Content by Users must cease; all materials downloaded from the Website must be erased, deleted, or destroyed.

## **IX. No Warranties, Limitation of Liability.**

THE WEBSITE AND THE CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE TERMS OF USE, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY EDUCATION DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY EDUCATION'S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. IN NO EVENT SHALL DISCOVERY EDUCATION BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

## **X. Release.**

To the extent permitted by law, Subscriber and its Users release and waive all claims against Discovery Education, its parent, subsidiaries, affiliated companies, agents or content providers, subcontractors, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of User's use of the Website and the Content. California residents waive any rights they may have under Sec.1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Subscriber and its Users agree to release unknown claims and waive all available rights under California Civil Code Sec. 1542 or under any other statute or common law principle of similar effect.

## **XI. Representations/Indemnity.**

Subscriber represents and warrants that (i) it has full power and authority to enter into the Agreement, and to agree to all the terms and conditions contained therein and in these Terms of Use, and has received all parental and other permissions required to permit Discovery Education to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Website and the Content; (iii) Subscriber and its Users will at all times use the Website and the Content only as expressly permitted by the Agreement and these Terms of Use; (iv) in the event that Subscriber requests that Discovery Education customize the Website interface with Subscriber's trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber's content on the Content and/or the Website, Subscriber has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Subscriber IP"), and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

To the extent permitted by law, Subscriber and its Users shall defend, indemnify and hold Discovery Education, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all claims, damages, liabilities, costs and expenses arising out of any violation by Subscriber and/or its Users of these Terms of Use, any downloading of the Content, any modification or edit made to any portion of the Content, and the use of any portion of the Content with products or services not supplied by Discovery Education.

All representations, warranties, and indemnities shall survive the expiration or prior termination of the Agreement.

## **XII. Reporting Infringement.**

By accessing and/or using the Website and the Content, Users agree to report to Discovery Education all claims or suspected claims of copyright or other infringement of Discovery Education's intellectual property or other proprietary rights. Claims of infringement should be directed to Legal Department, Discovery Education, 8403 Colesville Road, Suite 1200, Silver Spring, Maryland 20910.

If you believe that any information on the Website infringes on your copyright, you should notify Discovery Education of your claim in accordance with the following procedures. Discovery Education will process notices of alleged infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable copyright laws. The DMCA requires that notification of claimed infringement be in writing and provided to Discovery Education's designated agent of service:

Pursuant to Title 17, United States Code, Section 512(c) (2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent.

Name of Agent Designated to Receive Notification of Claimed Infringement: Sam Kronthal  
Full Address of Designated Agent to Which Notification Should Be Sent: Sam Kronthal, Legal Department, Discovery Education, Inc., 8403 Colesville Road, Suite 1200, Silver Spring, MD 20910. Telephone Number of Designated Agent: 704-557-2400.  
E-Mail Address of Designated Agent: [DiscoveryEducationDMCA@Discoveryed.com](mailto:DiscoveryEducationDMCA@Discoveryed.com)

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity

and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We may give notice to our Users by means of a general notice on any of our Websites, electronic mail to a User's e-mail address in our records, or written communication sent by first-class mail to a User's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below.

To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

### **XIII. Miscellaneous.**

Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof. This Agreement shall be construed and enforced under the laws of the State of Maryland, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Maryland. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof.

By using the Discovery Education Websites, you agree to abide by the terms of these Terms of Use. We hope you enjoy using the Discovery Education Websites, and we welcome suggestions for improvements.

Last updated January 24, 2022



## STANDARD TERMS OF SERVICE AND LICENSE DISCOVERY EDUCATION, INC.

These Standard Terms of Service and License (the “**Standard Terms**”) are applicable to any Order Form (each, an “**Order Form**”) issued by Discovery Education, Inc. (“**Discovery**”) to the entity listed in the Order Form (“**Subscriber**”) to provide access to the products and services identified therein (the “**Services**”) and to Subscriber’s use of the Services. Each Order Form shall be deemed to be part of these Standard Terms and subject to the terms and conditions set forth herein. The Standard Terms supersede all other prior and contemporaneous agreements, negotiations, communications, or understandings, oral or written, with respect to the subject matter hereof. In no event shall the terms and conditions of any other purchase agreement amend or modify the terms and conditions of these Standard Terms.

### 1. RIGHTS OF ACCESS AND USE

1.1. **Grant of License.** Subject to the terms and conditions set forth herein, Discovery grants to Subscriber, and its authorized educators, students (except in the case of the product known as “**Mystery Science**”) and administrators employed by Subscriber or enrolled in Subscriber’s program, as listed in the Order Form (the “**Users**”), for the term of the applicable Order Form, a limited, non-exclusive, non- sublicensable, non-transferable and revocable license to access the Service(s) and any and all content included therein (the “**Content**”), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Standard Terms. Discovery may, in its sole discretion, make changes to the Services and/or the Content. All rights not expressly granted to Subscriber and its Users pursuant to the Standard Terms are reserved to Discovery, and all uses of the Content by Subscriber and its Users not expressly permitted herein are prohibited.

1.2. **Access.** Discovery shall provide Subscriber access to the Services by the date identified in the Order Form. Access rights granted to Subscriber shall be limited to those access rights necessary to use of the intended functionality of the Services. Discovery reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.

#### 1.3. Permitted and Prohibited Uses.

a. **Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Service(s) and the Content for bona fide educational and research purposes only and may not use them in any commercial or for-profit manner. Discovery reserves the right, in its sole and absolute discretion, to limit Subscriber’s and/or any Users’ use of the Service(s) in the event that Discovery, in its sole and absolute discretion, deems Subscriber’s and/or such Users’ use thereof to be inconsistent with educational and research purposes, and/or inconsistent with these Standard Terms.

b. **Downloading of Content.** Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. Copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution “libraries”, or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party other than Users.

c. **Editing Content.** Users may edit videos and video clips designated on the Service(s) as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party’s proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section 1.3(c) may constitute copyright infringement. User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded all editable videos and video clips without modification, obstruction or deletion. The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and

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

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

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

f. **Credentials.** Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Service(s) and the Content (the “**Log-In Information**”). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Service(s) and/or the Content by unauthorized persons using a User’s Log-In Information. Unauthorized access to or use of the Service(s) and/or the Content by someone using a User’s Log-In information may be

attributed to such User and is prohibited by these Standard Terms. Subscriber acknowledges that Discovery may require access to Subscriber's systems in order to perform single sign-on integration services to facilitate User access to the Service(s) and Content. Subscriber hereby grants to Discovery a limited license to access such systems.

g. **Join Activity via an Access Code.** Authorized educator Users may provide an alphanumeric access code or URL link generated by the Services to their student Users to join a lesson, activity, or assessment as an alternative to the student Users accessing a lesson, activity, or assessment via the student User's Log-In Information. Subscriber and its authorized educator Users shall ensure all participants who access the lesson, activity, or assessment via the access Code or URL are authorized student Users. Subscriber and its authorized educator Users shall promptly remove any unauthorized participants from the lesson, activity, or assessment.

h. **Audits.** Discovery shall have the right to audit Subscriber and each User's use of the Services at any time. Any such audit may include, but is not limited to, Discovery's examination of the number of Users using the Services, details of log-in attempts and use of the Log-In Information. Subscriber shall be required to disclose to Discovery any information requested in connection with any such audit no later than two (2) business days following such request.

#### 1.4. Subscriber Changes.

a. **Licensed School Substitution.** In the event that Subscriber wishes to remove a Licensed School and replace it with another school, such that the total number of Licensed Schools under the respective Order Form is not affected, Subscriber may submit a written request to [DEContractsTeam@Discoveryed.com](mailto:DEContractsTeam@Discoveryed.com), setting forth (i) the name and address of the applicable school(s), (ii) the grade level of such school(s), (iii) the number of students enrolled in each school, if the Service includes student access, and (iv) the date the Subscriber wishes the substitution to take effect (each, a "**School Substitution Request**"). No School Substitution Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber. Any fees that result from such request shall be equal to the Fees, as assessed on a pro rata basis.

b. **Additional Licenses.** In the event that Subscriber wishes to add additional user licenses with respect to the Services to be provided under an Order Form (each, an "**Additional License**"), Subscriber may submit a written request to [DEContractsTeam@Discoveryed.com](mailto:DEContractsTeam@Discoveryed.com), setting forth (i) the amount of additional licenses and (ii) the date on which such licenses will be activated (each, an "**Additional License Request**"). No Additional License Request shall become effective until and unless Discovery submits to Subscriber an updated Order Form with the information contained in the Additional License Request and any changes to the Fees.

c. **District Addition of Schools.** If Subscriber is a school district, Subscriber may add schools in such district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a "School Notice," and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date. Notwithstanding anything to the contrary set forth herein, the foregoing shall not apply to any Subscriber that is a school, rather than a district.

## 2. PROPRIETARY RIGHTS

2.1. **Discovery Property.** As between Subscriber, the Users, and Discovery, the Service(s) and the Content are the property of Discovery and are protected by United States and international copyright and trademark law. By using the Service(s) and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Service(s) or the Content.

2.2. **DMCA Notice and Takedown Policy.** It is our policy to respond to alleged

infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent:

- DMCA Notice, Legal Department
- Discovery Education, Inc.
- 8403 Colesville Road, Suite 1200, Silver Spring, MD 20910
- Name of Agent Designated to Receive Notification of Claimed Infringement: Sam Kronthal
- Telephone Number of Designated Agent: 240-839-4239
- Email: [DiscoveryEducationDMCA@discoveryed.com](mailto:DiscoveryEducationDMCA@discoveryed.com)

## 3. PROTECTION OF PERSONAL INFORMATION AND DATA SECURITY.

3.1. **Student Data.** While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Services, which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (such data may include the following: school name, first name, middle initial, last name, username, student ID, grade level, parent/guardian name and parent/guardian email in addition to student-generated data and content that is created as a result of a student's interaction with the Services, IP address, and usage data ("Student Data")), or an educator User provides an alphanumeric access code to student Users to access a lesson, activity, or assessment, Subscriber represents and warrants that Subscriber has all the necessary authorization to provide to Discovery any Student Data it or any User provides through the Services in order to use such functions. Consent may be required under applicable data privacy laws for the collection, use and disclosure of Student Data obtained from student Users through certain online services, and to the extent required, Subscriber consents to Discovery's use of Student Data collected from student Users who access the Services through their Log-In Information and through an access code generated by an educator User in the course of providing the Services. The parties agree to uphold their responsibilities under laws governing personal information, including:

(i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and (ii) any other laws, regulations and statutes, all solely to the extent applicable. Mystery Science does not require or allow students to create Mystery Science user accounts and does not collect any Student Data.

3.2. **Data Protection Addendum.** To the extent that Discovery collects student data in any Discovery service, Discovery agrees to protect Student Data in accordance with the provisions of the Discovery Education Student Data Protection Addendum (the "**DPA**") located at [www.discoveryeducation.com/Data-Protection-Addendum](http://www.discoveryeducation.com/Data-Protection-Addendum) incorporated herein.

3.3. **User Data.** To the extent Subscriber is not a school or school district, Subscriber authorizes Discovery to disclose to the school and the school district with which the authorized Users of the Services are affiliated, reports of authorized Users' engagement data, including but not limited to usage statistics of the Services and/or Professional Development by authorized Users.

3.4. **Data Security.** Discovery shall implement commercially reasonable administrative, physical and technical safeguards designed to secure Personal Information from unauthorized access, disclosure, or use in accordance with Discovery's Security Policy attached as Schedule A to the DPA.

3.5. **De-identified Data** Discovery may de-identify and aggregate Subscriber's data with Discovery's other subscribers' data and use the de-identified and aggregate data for any lawful purpose including but not limited to assessing, improving, and developing our Services, business,

and for other analytics, marketing, and research purposes.

#### 4. FEES AND TAXES

4.1. **Fees.** Subscriber shall pay Discovery the fees in the amounts specified in the Order Form (the "Fees"). Upon Subscriber's acceptance of the Order Form, Subscriber shall submit to Discovery the executed Order Form and Discovery shall issue Subscriber an invoice for the applicable Fees. In the event that Subscriber elects to pay such Fees with a credit card, Discovery shall have the right to charge Subscriber a convenience fee. Subscriber shall pay the Fees within 30 days of Discovery's invoice. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. The fees for any Renewal Term shall be at Discovery's then current, applicable rates, as provided by Discovery and in accordance with applicable law. All fees paid by subscriber are final and non-refundable.

4.2. **Taxes.** Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

#### 5. TERM AND TERMINATION

5.1. **Term.** The term ("Initial Term") is defined in the applicable Order Form referencing the Standard Terms. Thereafter and in accordance with applicable law, the Term shall automatically renew for additional periods in increments of the Initial Term ("Renewal Term(s)", collectively with the Initial Term, the "Term") until terminated by either party by giving written notice ninety (90) days prior to the expiration of any Renewal Term. The Fees for the Renewal Term shall be as set forth in Section 4.1 herein.

5.2. **Termination for Breach.** In the event that Subscriber or its Users breach any term of the Standard Terms, and such breach is not cured within 10 days after receipt of notice thereof from Discovery, Discovery may terminate the Standard Terms in whole or in part immediately upon written notice to Subscriber.

5.3. **Termination for Bankruptcy.** Either party may terminate the Standard Terms immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party's assets; or (d) an assignment for the benefit of creditors.

5.4. **Effect of Termination.** Upon expiration or termination of the Standard Terms, all rights granted herein shall revert to Discovery; all access to and use of the Service(s) and the Content by Subscriber and its Users must cease; and all materials downloaded from the Service(s) by Subscriber or any Users must be erased, deleted, or destroyed.

5.5. **Additional Services.** In the event that Discovery and Subscriber agree that Subscriber may license any Services that are not listed on the applicable Order Form (each, an Additional Service"), Subscriber shall submit a purchase order to Discovery memorializing such agreement. Subscriber's use of and access to any such Additional Service shall be subject to all of the terms and conditions set forth in these Standard Terms.

#### 6. GENERAL WARRANTIES

6.1. **Discovery Warranties.** Discovery represents and warrants that it has full power and authority to enter into the Standard Terms.

6.2. **Subscriber Warranties.** Subscriber represents and warrants that (i) it has full power and authority to enter into the Standard Terms and has received all parental and other permissions required to permit Discovery to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Service(s) and the Content; (iii) Subscriber and its Users will at all times use the Service(s) and the Content only as expressly permitted by the Standard Terms; (iv) in the event that Subscriber requests that Discovery customize the Service(s) interface with

Subscriber's trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber's content on the Content and/or the Service(s), Discovery has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Subscriber IP"), and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

6.3. **Disclaimer of Warranty.** THE SERVICES AND CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE STANDARD TERMS, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY'S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

7. **Release.** To the extent permitted by law, Subscriber and its Users release and waive all claims (whether known or unknown) against Discovery, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of User's use of the Service(s) and the Content. California residents waive any rights they may have under Sec. 1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

8. **Indemnity.** To the extent permitted by law, Subscriber and its Users shall defend, indemnify and hold Discovery, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all claims, damages, liabilities, costs and expenses arising out of any violation by Subscriber and/or its Users of these Standard Terms, any downloading of the Content, any modification or edit made to any portion of the Content, and the use of any portion of the Content with products or services not supplied by Discovery.

#### 9. LIMITATIONS OF LIABILITY

9.1. **Consequential damages exclusion.** IN NO EVENT SHALL DISCOVERY BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

9.2. **Aggregate Liability.** To the maximum extent permitted by law, in no event shall Discovery's aggregate liability with respect to any matters whatsoever arising under or in connection with the Standard Terms exceed the lesser of

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

## 10. CONFIDENTIALITY

10.1. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of these Standard Terms and materials provided by Discovery which are designated as confidential or should reasonably be presumed to be treated as confidential (“Confidential Information”) shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.

## 11. MISCELLANEOUS

11.1. **Changes.** Discovery reserves the right to change these Standard Terms (excluding the Order Form) from time to time. Such changes will become effective when Discovery posts the revised Standard Terms. Subscriber and Users should check the Standard Terms from time to time, as they are bound by the Standard posted on Discovery’s website at the time of access. Any revised Standard Terms shall supersede all previous versions.

11.2. **Force Majeure.** Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party’s reasonable control shall not be a breach hereof.

11.3. **Governing Law.** The Standard Terms shall be construed and enforced under the laws of the state of New York, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of New York. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

11.4. **No waiver.** No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

11.5. **Survival.** All representations, warranties, and indemnities shall survive the expiration or prior termination of the Standard Terms.

11.6. Section headings are provided for convenience only and shall not be used to construe the meaning of any section hereof.

11.7. **Entire Agreement.** The Standard Terms contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

11.8. **Assignment.** The rights and obligations of either party under the Standard Terms may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Discovery may assign the Standard Terms without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

11.9. **Relationship of the Parties.** The parties are independent contractors and not joint venture partners or otherwise affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.

11.10. **Professional Development Services.** Any content provided by Discovery during any Professional Development, including, but not limited to, instructional support and lesson development, in any format (the “PD Content”) is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the PD Content by using the PD Content. In the event that any Professional Development services

cannot be provided onsite for any reason that is beyond the control of either party, Discovery reserves the right to provide such services in a remote, virtual environment. Upon Subscriber’s written notice to Discovery, Discovery shall record and transmit to Subscriber any virtual professional learning session that Discovery provides to Subscriber pursuant to the Order Form (each, a “Product PD or Hourly PD Session”). Subscriber shall have the right to distribute such Product PD Session recordings on Subscriber’s intranet and/or learning management system only. Subscriber may access and download the PD Session recording for no more than seven (7) days after the PD Session takes place. If requested by Discovery, Subscriber shall promptly delete and remove all records of PD Sessions in its possession.

11.11. **Mystery Science Membership.** Full, continuous access to the Mystery Science curriculum and lesson plans is only available with a paid membership. Limited access to the curriculum and lesson plans is available for free. Subscriber may purchase school or district memberships on a per site basis as indicated in the applicable Order Form, which entitles teachers and staff (each, a “Member”) at that site to create individual accounts which they may use to access the Services from anywhere on an unlimited number of devices. Purchase of a classroom membership entitles one teacher to create an account which they may use to access the Services for a single classroom. Memberships may not be reassigned, transferred, resold, or sublicensed without Discovery’s prior written consent. Subscriber acknowledges and agrees to ensure that Users sign up for their own accounts and agree to, and comply with, these Standard Terms when they access and use the Services.

11.12. **Notices.** All notices and statements shall be in writing and sent by a reputable overnight service such as Federal Express to the address set forth below; provided that, notices that relate to Renewal Terms may be sent via email to the email address below:

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



## ORDER FORM

**Subscriber:** LINCOLNWOOD SCHOOL DISTRICT 74

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

**Term:** 8/1/2022 to 7/31/2023

Services	Start Date	End Date	Qty - Unit of Measure	Discounted Price	Total
Discovery Education Experience	8/1/2022	7/31/2023	3 - Site	\$2,325.00	\$6,975.00
<b>TOTAL:</b>					\$6,975.00

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

**LINCOLNWOOD SCHOOL DISTRICT 74**

**Discovery Education, Inc.**

**By:**  
(Signature Required)

**By:**  
(Signature Required)

**Title:**

**Title:** Head of Global Operations

**Printed Name:**

**Printed Name:** Travis Barrs

**Date:**

**Date:** April 27, 2022

**Please return Exhibit A with the signed Order Form.**



**EXHIBIT A  
LICENSED SCHOOLS**

<b>LINCOLN HALL MIDDLE SCHOOL - 6855 N CRAWFORD AVE, LINCOLNWOOD, IL. 60712-4601</b>		
<b>PRODUCT NAME</b>	<b>START DATE</b>	<b>END DATE</b>
Discovery Education Experience	08/01/2022	07/31/2023

<b>RUTLEDGE HALL ELEMENTARY SCHOOL - 6850 N EAST PRAIRIE RD STE 1, LINCOLNWOOD, IL. 60712-2550</b>		
<b>PRODUCT NAME</b>	<b>START DATE</b>	<b>END DATE</b>
Discovery Education Experience	08/01/2022	07/31/2023

<b>TODD HALL ELEMENTARY SCHOOL - 3925 W LUNT AVE STE 2, LINCOLNWOOD, IL. 60712-2537</b>		
<b>PRODUCT NAME</b>	<b>START DATE</b>	<b>END DATE</b>
Discovery Education Experience	08/01/2022	07/31/2023

<sup>DS</sup>  
*Km*



## Executive Summary Finance Committee Meeting

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DATE: May 19, 2022

TOPIC: Renewal of Jamf Software LLC Contract for the 2022-23 School Year

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

The District's contract with Jamf Software LLC is up for renewal. Jamf provides Mobile Device Management (MDM) services for all District iPads. This service schedules software updates, pushes approved applications to student iPads and creates profiles for students and devices to allow them to be used with the classroom and off campus. This software has been in use over 10 years, is at the core of software deployment and distribution, saving hours of enrollment, setup and configuration.

The District's Legal Counsel reviewed the Terms of Service and Software agreements. Counsel has recommended that we present the vendor with a contract Amendment addressing arbitration, governing law and venue. After discussion with the vendor, Jamf informed the District that they do not accept amendments to the Software Licensing Agreements, nor do they pre-sign contracts. Counsel stated that their terms are not unusual for a software license agreement and are definitely fairer than others. If the Finance committee and Board are comfortable with the vendor, we can address the minor SOPPA issues with an Exhibit E along with the IL-NDPA.

### **Fiscal Impact:**

\$9,583

The District paid \$8,680 in 2021-2022 for Jamf Mobile Device Management services.

### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Jamf Software LLC Quote in the amount of \$9,583 for services between May 24, 2022 and May 23, 2023.

## JAMF

### Terms of Use

Thank you for visiting jamf.com. We're glad you're here. Please review the following Terms of Use ("Terms") carefully because they are a binding agreement between you and Jamf Software, LLC ("Jamf" or "we"). The Terms govern your use of the websites that link to these Terms (the "Site"). By continuing to use the Site, you agree to these Terms. If you are a Jamf customer, a separate agreement applies to your use of our software and services.

### Use of the Site

You may only use this Site for lawful purposes. You may not use this Site in a way that infringes on the rights of Jamf or any third party or interferes with the operation of this Site. Specifically, you will not:

- Try to gain unauthorized access to any part of this Site or to any Jamf systems or servers;
- Interfere with or unreasonably burden this Site or other Jamf systems;
- Attempt to interfere with the proper working of this Site or another person's use of the Site; or
- Alter any content on this Site.

### Account Creation

To participate fully in certain areas of this Site, like Jamf Nation, you will need to create an account. You must provide accurate and complete account information and let us know if anything changes. You may not use anyone else's account to access this Site, nor may you allow others to use your account. Do not select an inappropriate username or impersonate others.

You are responsible for maintaining the security and confidentiality of your account and password. You are responsible for all actions that occur on your account. If you notice any unauthorized use of your account, notify Jamf immediately.

Please see Jamf's Privacy Policy to learn about how we may use the account information that you submit. If you create an account, you agree that Jamf may send you electronic communications.

### Submission of User Content

Users may post messages, comments, images, content and other materials ("User Content") on this Site and Jamf Nation. By posting User Content, you represent that you own or have permission to post it. Your participation on Jamf Nation is governed by these Terms and the Jamf Nation Community Guidelines. Do not post or upload User Content that:

- Is owned by another person, unless you have permission to post it;
- Is false or misleading, libelous, defamatory, obscene, pornographic, indecent, discriminatory, offensive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or otherwise inhibits another's use or enjoyment of the Site;
- Constitutes or encourages criminal activity or violates applicable law;
- Infringes any intellectual property or proprietary rights of any party;

Impersonates any person or entity or misrepresents your connection to a person or entity;  
Includes unsolicited promotions, advertising or solicitations; or  
Contains viruses, spyware, malware, corrupted data or other harmful, disruptive or destructive files.

Jamf does not review User Content before it is posted. Jamf is not responsible and assumes no liability for any User Content or other third-party content that appears on this Site or is accessible through links on this Site. Jamf reserves the right to remove any User Content at any time and for any reason without notice. You acknowledge that Jamf does not endorse or control User Content and any other third-party content or opinions.

By posting User Content, you grant Jamf a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, distribute and create derivative works from the User Content or incorporate User Content into any material, media or technology now known or later developed without compensation to you.

#### Submission of Feature Requests

You can submit suggestions, recommendations, ideas and feedback about Jamf software, products and services ("Feature Requests") to Jamf via Jamf Nation. By posting User Content that includes Feature Requests or submitting a Feature Request through Jamf Nation, you agree that the Feature Request and related intellectual property rights will become the property of Jamf without any compensation or other obligation to you. You also agree that Jamf may use the Feature Request in any way, including developing products or services that incorporate the Feature Request and creating derivative works from it. Jamf has no obligation to keep your Feature Request submission confidential, nor does Jamf have an obligation to actually review the Feature Request or add it to any products or services.

#### Digital Millennium Copyright Notice

Jamf has registered an agent with the U.S. Copyright Office as outlined in Title II of the Digital Millennium Copyright Act (17 U.S.C.A. section 512) ("DMCA"). If you believe that content found on this Site infringes upon your copyrighted work, please notify us. Upon proper and complete notice of an alleged copyright infringement, Jamf will remove or block access to the content, provide notice to the person who posted the content and act as dictated by Title II of the DMCA. Please send all notices of alleged copyright infringement to:

Copyright Agent  
Jamf Software LLC  
100 Washington Ave., S.  
Suite 1100  
Minneapolis, MN 55401  
+1 612-605-6625  
legal@jamf.com

Intellectual Property

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## Privacy

Your use of this Site is governed by Jamf's Privacy Policy. Please review the Privacy Policy to learn about our privacy practices and how we may use personal information we collect through the Site.

## Disclaimer of Warranty

Jamf provides this Site on an "as-is" and "as-available" basis. We make no warranty or representation about the content on this Site or the operation of this Site, including that any content on this Site will be error free, that defects will be corrected or that access to the Site will be uninterrupted. Jamf does not warrant that the Site will meet your particular purposes. Content on the Site may change without notice. To the fullest extent allowed by applicable law, Jamf disclaims all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. Jamf makes no representations or warranties about User Content or other content posted by third parties and disclaims all liability for acts and omissions of third parties related to your use of the Site. You use the Site at your own risk.

## Limitation of Liability

In no event will Jamf or its successors or assigns be liable for damages of any kind related to or arising out of your use of the Site, including damages to your computer, loss of data, lost time or any direct, indirect, consequential, incidental, special or punitive damages.

## Indemnification

You agree to indemnify, defend and hold harmless Jamf and its officers, directors, employees, affiliates, agents, successors and assigns from and against all claims, losses, expenses, damages and costs, including reasonable legal fees, asserted by third parties and resulting from your use of the Site or any violation of these Terms by you.

## Governing Law and Jurisdiction

These Terms are governed by the laws of the State of Minnesota. You agree to submit to the exclusive jurisdiction of the state and federal courts sitting in Minneapolis, Minnesota. You agree to waive all defenses or objections to that jurisdiction and venue.

## Termination

You acknowledge and agree that Jamf has sole discretion to terminate your access to this Site. Jamf will not be liable to you or any third party if we terminate your Site access. Should you object to any provisions in these Terms, or to any subsequent modifications to them, your only recourse is to discontinue use of this Site.

### Jamf Customers

If you are a current Jamf customer, a separate agreement applies to your use of our software and services. Please contact your usual Jamf representative if you have questions about your agreement.

**Education Customers:** In order to receive an education discount on your purchase of Jamf software and/or services, you must be purchasing on behalf of an educational institution that offers a full curriculum and degree. Educational institutions include colleges, universities and K-12 schools. When purchasing, you must enter your educational institution name and email address. Jamf reserves the right to review and cancel orders if you do not meet these education discount requirements.

### Contact

If you have any questions about these Terms, your use of the Site or anything else, please contact us.

### Updates to Terms

Jamf reserves the right to update or modify these Terms at any time. Any changes to the Terms will be posted here. Your continued use of the Site after we post updates indicates that you agree to and accept the updated Terms.

Last updated: January 2020

## SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services agreement is made and entered into as of the **Effective Date** (defined below) between JAMF Software, LLC (“**Jamf**”), a Minnesota limited liability company, having its principal place of business at 100 Washington Avenue South, Suite 1100, Minneapolis, MN 55401 and the organization identified below (“**Customer**”), (each a “**Party**” and collectively the “**Parties**”). This Software License and Services Agreement, along with any subsequent amendments or Orders, is referred to as the “**Agreement**.”

1. **Overview.** This Agreement is a master agreement under which Customer may license or access Jamf’s Software and obtain Services (all as defined herein) requested by Customer in an applicable Order. This Agreement shall be implemented through one or more Orders that set forth the Software to be licensed by Customer and other Services purchased.
2. **Definitions.** The following defined terms are used in this Agreement, together with other terms defined herein.
  - a) “**Affiliate**” means any entity which is owned more than 50% by a Party, over which a Party exercises management control, which is under common control with a Part or which owns more than 50% of a Party’s voting securities.
  - b) “**Components**” are optional plug-ins that add specific features to the Software to enable additional functionality or optional connectors used to connect third-party systems to the Software at the application programming interface level (“**API**”) and may be provided to Customer by Jamf and/or subject to additional fees or terms.
  - c) “**Customer Content**” means any and all information entered by Customer into the Software that relates to Customer’s use of the Software. Customer Content may include Personal Information. Customer Content does not include any third-party software Customer deploys in connection with its use of the Hosted Services (“**Third-party Content**”).
  - d) “**Data Protection Laws**” means applicable domestic and foreign laws, rules, directives and regulations, on any local, provincial, state, federal or national level, pertaining to data privacy, data security and/or the protection of Personal Information in effect as of the date of this Agreement, including but not limited to, Regulation (EU) 2016/679, General Data Protection Regulation (“**GDPR**”).
  - e) “**Device**” means an Apple iOS, macOS or tvOS device.
  - f) “**Documentation**” means Jamf’s definitive technical specifications and user guides, in any form, that explain the capabilities of the Software and instructions for using the Software as updated from time to time found at <http://docs.jamf.com>.
  - g) “**Hosted Services**” means Customer’s access to an instance of certain Software on a software as a service basis, located in selected regional data centers and made available for Customer’s use.
  - h) “**Intellectual Property Rights**” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
  - i) “**JumpStart**” means onsite or remote services during which a Jamf certified engineer assists Customer with the installation and/or configuration of the Software and instruction on the use of the Software and/or Hosted Services.
  - j) “**On-Premise**” means an instance of the Software deployed in Customer’s or its Third-party Service Provider’s environment utilizing Customer’s or its Third-party Service Provider’s hardware.
  - k) “**Order**” means a purchase order, schedule or other ordering document issued by Customer indicating a promise to pay and acceptance of the then current Quote. All Orders are subject to this Agreement and any additional or inconsistent terms included on an Order are not binding on Jamf and Jamf expressly rejects them.
  - l) “**Personal Information**” means any information relating to an identified or identifiable natural person that is stored, processed or transmitted in connection with, or as a result of, providing the Hosted Services or as otherwise specified in applicable Data Protection Laws. Personal Information does not include any information that is de-identified, anonymized and aggregated.
  - m) “**Premium Cloud**” means an optional add-on for Hosted Services allowing additional flexibility and control over the server that is part of the Hosted Services.

- n) **“Premium Services”** means Jamf’s optional professional services program for onsite or remote services provided by a Jamf professional services engineer or a Jamf certified integrator as further described at [www.jamf.com/services/premium-services/](http://www.jamf.com/services/premium-services/).
- o) **“Premium Support”** means Jamf’s optional premium technical support program, which includes enhanced support availability and access to dedicated support specialists as further described at [www.jamf.com/support/jamf-pro/](http://www.jamf.com/support/jamf-pro/).
- p) **“Push Certificate”** means a certificate that establishes a trusted connection between Apple, Inc. (“Apple”) and Customer’s Apple Devices. Apple’s Push Notification service (“APNs”) sends Customer’s Apple devices a silent notification that enables the Devices to communicate with the Software. Apple requires the Push Certificate to be renewed periodically.
- q) **“Quote”** means the system-generated offer from Jamf that identifies the Software and/or Services to be ordered by Customer and the Subscription and/or Services term and applicable fees.
- r) **“Services”** means, collectively, Hosted Services, Premium Cloud, JumpStart Services, Support and Maintenance, Premium Support, Premium Services, Training Services and/or other professional services. Services do not include custom development work.
- s) **“Software”** means Jamf’s proprietary software identified in an applicable Order, together with modifications, updates and new versions provided by Jamf (“**Updates**”). Software and Updates do not include Components or other Jamf products having substantially enhanced or different functionalities or that require a separate license. Software does not include Test Software.
- t) **“Statement of Work” (“SOW”)** means a description of JumpStart or Premium Services or other Services provided to Customer that includes the purpose, scope and Customer’s requirements.
- u) **“Support and Maintenance”** means access to Jamf’s standard technical support resources, as further described at [www.jamf.com/support/jamf-pro/](http://www.jamf.com/support/jamf-pro/), and Software Updates.
- v) **“Test Software”** means an instance of the Software provided to Customer On-Premise, as Hosted Services, or for deployment on Devices for a limited term either for (i) trial or evaluation or similar purpose or (ii) testing a version of the Software not yet widely released, such as a beta, preview or release candidate.
- w) **“Third-party Service Provider”** means a third-party service provider or contractor that performs outsourced IT services for Customer’s benefit solely to support Customer’s internal business operations.
- x) **“Training Services”** means any of the optional certification courses offered by Jamf and/or private onsite training as further described at [www.jamf.com/training/](http://www.jamf.com/training/).

3. **Software License.** Subject to the terms and conditions of this Agreement, Jamf grants Customer a non-exclusive, non-sublicensable, non-transferable license to (i) access and use the Software either via the Hosted Services or On-Premise in object code form only and/or (ii) install and use the Software on Customer’s Devices. In either case, such grant is for Customer’s internal business purposes only and only for the number of Devices and term specified in the applicable Order (the **“Subscription”**).

- (a) Software is subject to the usage limits specified in an applicable Order (e.g., number of Devices). If Customer exceeds the contractual usage limit (“**Excess Use**”), Customer will execute an Order for additional quantities of the applicable Software promptly upon Jamf’s request and/or pay any invoice for such Excess Use in accordance with Section 5 below.
- (b) Customer may (i) use only one instance of the Software in a production environment, (ii) create a reasonable number of instances of the Software in non-production environments solely to support Customer’s internal business purposes and (iii) make a reasonable number of copies of the Software for archival and back-up purposes and a reasonable number of copies of the Documentation for internal business use only. Notwithstanding the foregoing, Customer may sublicense its instance of the Software to its Third-party Service Provider for the management of the Software for Customer’s benefit. Test Software may only be used for the term and purpose authorized by Jamf, is provided “AS IS” without warranty of any kind and Jamf disclaims all warranties, indemnities and all other liabilities. Test Software is for non-production use only and is not eligible for Support and Maintenance. Customer’s use of Test Software may be terminated upon notice by Jamf.

4. **Services.** This Agreement will govern the provision of all Services. Jamf shall ensure that all personnel performing Services are properly trained and supervised. Any Services performed on Customer's premises ("**Onsite Services**") will be described in an applicable SOW and Customer may remove any of Jamf's personnel if Customer concludes, in its reasonable judgment, that such personnel are unqualified, incompetent or present a security risk to Customer. Jamf will not have access to Customer's systems or any unescorted access to Customer's premises, unless agreed in writing by the Parties. Customer acknowledges that Jamf is not performing creative work or custom software development in connection with any of the Services. Any creative work or custom development work will be performed pursuant to a separate written agreement.

- a) **Hosted Services.** Access to the Hosted Services is available 24 hours a day, 7 days a week with the exception of regularly scheduled or emergency maintenance and includes a server operating system, back-up and storage, firewall protection and monitoring of the Hosted Services to ensure they are operational at all times. Jamf will use commercially reasonable efforts to schedule maintenance during non-peak usage hours and provide advance notice. Jamf's Hosted Services Availability Commitment, scheduled maintenance, up-time and data restoration information is available at [www.jamf.com/resources/product-documentation/hosted-services-availability-commitment/](http://www.jamf.com/resources/product-documentation/hosted-services-availability-commitment/), which may be amended from time to time with notice to Customer. This section only applies if Customer is purchasing Hosted Services.

5. **Payment Terms.** Unless otherwise stated in the relevant Order, all invoices shall be due and payable net 30 days from the date of invoice. Customer shall pay fees and applicable taxes for the Software and/or Services as set forth on the applicable Order, including for Excess Use. If Customer is purchasing from a Jamf authorized reseller, payment terms are determined by Customer and the reseller.

6. **Permitted Use by Affiliates and Third-party Service Providers.** Customer may use the Software and/or Services for the benefit of its Affiliates to the extent Customer is permitted to use the Software under this Agreement. An Affiliate may license the Software or purchase Services under this Agreement. Customer may authorize one or more Third-party Service Providers to access and use the Software to the extent of Customer's permitted use under this Agreement, but solely on Customer's behalf and solely to support Customer's internal business operations. These authorizations may be revoked by Jamf if Customer, its personnel, Affiliates or Third-party Service Providers violate the terms and conditions of this Agreement. Customer is responsible for the full compliance of all provisions of this Agreement applicable to Customer by its Affiliates, their personnel and any Third-party Service Providers and their personnel.

7. **Customer Obligations, Representations and Warranties.**

- a) Customer must provide, at its expense, as applicable, such (i) internal network, hardware, mobile Devices, software applications, current operating systems and supported web browsers and (ii) broadband, cellular or Internet service, all as sufficient or necessary to access and use the Software and Services. In the event Jamf changes applicable technical requirements (which it may at its sole discretion), such changes will be communicated in advance to Customer.
- b) Customer will provide written acknowledgement of receipt or delivery of the Software or any Service in a format reasonably requested by Jamf. If no such acknowledgement is requested or provided, all Software and/or Services are deemed accepted upon delivery.
- c) Customer shall comply with all requirements imposed by Apple, and all other software vendors related to registration of software and/or requirements concerning Push Certificates, on Customer's systems or Devices.
- d) Customer is responsible for maintaining the confidentiality of the password(s) established by Customer and ensuring that they are not shared or otherwise disclosed. Customer is solely responsible for any and all activities conducted under the Customer user names.
- e) Customer will implement reasonable safeguards to prevent unauthorized access to or unauthorized use of the Software, Hosted Services and/or Test Software, and use the Software and/or Test Software only in accordance with the Documentation and this Agreement.
- f) The Customer represents and warrants that it owns or has the rights to use Personal Information, Customer Content and Third Party Content and that it has the necessary permissions and legal authority (including under Data Protection Laws) to provide it to Jamf and grant Jamf the rights to use it in connection with Jamf's performance of its obligations under this Agreement.

8. **Restrictions on Use of Software.** Customer shall not, except as provided in this Agreement, (a) copy, reproduce, distribute, transfer, rent, lend, loan, lease or sublicense any portion of the Software, (b) use or permit the Software to be used to perform services for third parties, whether on a service bureau, SaaS, time sharing basis or otherwise, (c) translate, adapt,

modify, alter or combine with other software (combine does not mean using the Software in conjunction with other software), or prepare derivative works based in whole or in part on the Software, (d) reverse engineer, decompile, disassemble or otherwise reduce the Software to a human-perceivable form (except and solely to the extent expressly permitted by applicable law), (e) disclose or provide proprietary information regarding the Software to any third-party not authorized under this Agreement to use the Software on Customer's behalf, without Jamf's prior written consent, (f) externally provide, disclose or publish performance or evaluation results regarding the Software without Jamf's prior written consent, (g) alter or remove any proprietary notices or legends contained on or in the Software or Documentation, (h) use access to the Software to develop products, systems or services similar to or competitive with the Software, (i) upload any files or Third-party Content to the Hosted Services that contain viruses or harmful computer code or violates any intellectual property or proprietary rights of others, (j) interfere with or unreasonably burden the operation of the Hosted Services, including the servers, computers, routers, network, Internet or software that is part of, or interacts with the Hosted Services, (k) attempt to break, bypass, defeat or circumvent the controls or security measures of the Hosted Services and/or any components thereof or any software installed on the Hosted Services, (l) attempt to obtain access to any Jamf hardware, programs or data beyond the scope of the permitted access granted by Jamf, and (m) continue to access or use the Software and/or Hosted Services after Customer's access or authorization has been terminated or suspended or the Subscription has expired.

9. **Intellectual Property Ownership.** Customer owns all rights in Customer Content, including Intellectual Property Rights. The Software, Test Software and Services contain proprietary and copyright-protected material and trade secrets and other Intellectual Property Rights, which are exclusively owned by Jamf, its Affiliates or Jamf's licensors. Customer obtains no rights, title or interest of Jamf, its Affiliates or Jamf's licensors in and to the Software, Test Software and/or Services, including any Intellectual Property Rights and industrial property rights. Customer will not take, during or after the termination of this Agreement, any action inconsistent with such exclusive ownership. Customer is not obligated to provide Jamf any suggestions, recommendations, ideas, suggestions, or feedback about the Software, Test Software or Services ("**Feedback**") to Jamf. To the extent any Feedback is provided to Jamf by Customer (or Customer's Third-party Service Providers), Customer assigns any ownership rights of such Feedback to Jamf.

10. **Warranties.** Jamf represents and warrants to Customer that (a) it owns or has the right to license the Software and provide access to the Hosted Services; (b) the Software and Hosted Services shall substantially conform to the description thereof in the Documentation, (c) the Services shall be performed in a professional and workman-like manner, consistent with industry standards and (d) the Software and Services are provided free of viruses, malware or other malicious or destructive programs or features. These warranties are void if the Software and/or a Service is modified, combined with other product or services or used other than as provided in the Documentation or as expressly approved by Jamf in writing. Any claim made under any warranty shall be made within one year of the transaction or occurrence giving rise to such warranty.

11. **Disclaimers.** Except as set forth in Section 10, Jamf makes no warranties regarding the Software or Services. No oral information or advice given by Jamf or a Jamf authorized representative will create a warranty. Jamf disclaims all implied warranties, including without limitation, any warranties of merchantability and fitness for a particular purpose. Jamf does not warrant against all interference with Customer's enjoyment of the Software or Services, that the functions contained therein will meet Customer's requirements, that the operation thereof will be uninterrupted or error-free or that defects therein will be corrected. Jamf's patch management functionality contains information created and maintained by a variety of external sources that Jamf does not control or monitor and Jamf makes no guarantees whatsoever regarding the accuracy of the information contained in those external sources. Further, Jamf disclaims all liability for any damages or loss related to Customer's use of the patch management functionality or reliance on any information available therein.

12. **Limitations of Liability.** In no event will either Party or its successors or assigns be liable for incidental, special, indirect, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profits, lost time, lost savings, loss of data or for business interruption arising out of or related to this Agreement or Customer's use of or inability to use the Software and/or Services. Customer's sole remedy and Jamf's sole liability for Jamf's breach of Section 10(a), 10(b) or 10(c) shall be to replace the Software and/or re-perform the Service. In no event, will either Party's total liability to the other Party for damages (other than as may be required by applicable law) exceed the amount of money paid with respect to the Software and/or Services to which they relate in the twelve (12) month period preceding any claim, except for Customer's breach of Jamf's Intellectual Property Rights or Section 17(c) or the Parties' third-party indemnity obligations under Section 13.

13. **Third-party Indemnification.** A Party, including its successors and assigns, will indemnify, hold harmless and defend the other Party, its agents, officers, directors, employees, affiliates, successors and assigns from and against any damage or liability, including reasonable costs and attorney's fees, asserted by third parties ("**Claim**"). In the case of Jamf indemnifying Customer, a Claim alleging that Customer's use or possession of the Software in accordance with this Agreement infringes a third-party's Intellectual Property Rights. In the case of Customer indemnifying Jamf, a Claim that (i) Customer's provision of Customer Content, Third-party Content or Personal Information to Jamf violates any third-party Intellectual Property Right or privacy right, (ii) Customer or its Third-party Service Provider's use of the Software and/or Services in violation of this Agreement violates any third-party Intellectual Property Right or privacy right or (iii) Customer violates Section 17(c) of this Agreement. A

Party's indemnification obligations pursuant to this Section 13 are conditioned upon receipt of prompt written notice of the Claim from the Party seeking indemnification. A Party seeking indemnification shall also provide reasonable cooperation in the defense and settlement of any such Claim and take no action prejudicial to such defense and settlement.

14. **Term, Termination and Suspension.**

- a) **Term.** This Agreement is effective on the earlier of the Effective Date or the date the Customer begins using the Software and/or Services and shall remain in effect until the expiration of the applicable Subscription (unless extended by Jamf in its sole discretion) or otherwise terminated hereunder.
- b) **Termination.** Customer may terminate this Agreement, the Subscription and/or Services at any time by giving Jamf thirty (30) days' written notice and by paying any outstanding fees for the Subscription and Services. Jamf may terminate this Agreement, the Subscription and/or Services if Customer fails to pay applicable fees when due or otherwise breaches the Agreement and fails to cure any such breach within ten (10) days of receiving written notice from Jamf. Jamf may immediately terminate this Agreement, the Subscription and/or Services if Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. Upon termination for any reason, Customer shall cease using the Software and/or Services and destroy all copies of the Software and Documentation (certifying to such destruction) or return them to Jamf, as directed by Jamf.
- c) **Suspension of Hosted Services.** Notwithstanding the above, Jamf may suspend access to the Hosted Services immediately upon notice to Customer if Jamf determines that Customer's use of the Hosted Services (i) poses a security risk to the Hosted Services or any third party, (ii) may adversely impact the Hosted Services or the systems or data of any other customer or (iii) may subject Jamf, its affiliates or any third party to liability. Jamf may terminate this Agreement, the Subscription and/or Services, if Customer fails to cure within thirty (30) days of the suspension notice. Customer remains responsible for payment under any Order and Customer will not be entitled to any service availability credits available pursuant to Jamf's service level commitment for any period of suspension.
- d) **Termination of Hosted Services.** Jamf may immediately terminate access to the Hosted Services (i) if Jamf's relationship with a third-party service provider who provides servers, software or other technology that Jamf uses to provide the Hosted Services terminates or requires Jamf to change the way Jamf provides the Hosted Services, (ii) if Jamf believes providing the Hosted Services could create a substantial security risk for Jamf or any third party or (iii) in order to comply with applicable law or requests of governmental entities.
- e) **Return of Back-up.** In the case of Hosted Services, Jamf will provide Customer a copy of the most recent backup of Customer's database that is available to Jamf and return copies of any Third-party Content that was provided to Jamf by Customer, if Customer requests a backup in writing thirty (30) days prior to termination.

15. **Notice.** All notices required or permitted under this Agreement shall be in writing and delivered to the attention of a Party's legal department at the address set forth above, either personally or via express or certified mail.

16. **Force Majeure.** Neither Party will be liable for damages for any delay or failure in performance or delivery arising out of causes beyond its reasonable control, including but not limited to, labor strikes, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions or electrical or communications failures.

17. **Compliance with Laws; Export Control.**

- a) Each Party will comply with all laws applicable to the actions contemplated by this Agreement.
- b) The United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, will not apply.
- c) The Services, Software, Test Software and other technology Jamf makes available and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any United States government denied-party list nor is a Party owned by entities or individuals named to any United States government denied party list. Customer agrees that it shall not access or use the Software, Test Software or Services in any United States embargoed country or in breach of United States export laws or regulations.

18. **Confidentiality.** In connection with the performance of the Parties' obligations under this Agreement, either Party may provide information it considers proprietary or confidential to the other Party. "**Confidential Information**" includes all information relating to a Party's business that has value to a Party and is not generally known to the public, and, specifically

includes, but is not limited to, Software, Test Software and Customer Content. Confidential Information excludes information that (a) lawfully is or becomes part of the public domain through no act or omission of the receiving Party, (b) comes into a Party's lawful possession without restriction on disclosure or (c) is independently created by a Party without use of or reliance on the other Party's Confidential Information. Each Party agrees that it shall protect the other Party's Confidential Information by using the same degree of care it uses to protect its own Confidential Information (but no less than a reasonable degree of care). Neither Party will use Confidential Information or divulge it to a third party, except as allowed or required to perform a Party's obligations under this Agreement. For avoidance of doubt, Customer may disclose Jamf Confidential Information to Customer's Affiliates to the extent reasonably necessary for a Customer Affiliate to use the Software as authorized under this Agreement. The Parties' confidentiality obligations under this Section 18 shall continue for three (3) years from the termination (for any reason) of this Agreement, except with respect to trade secrets for which the obligations shall continue so long as the Confidential Information legally remains a trade secret.

19. **Information Security and Data Processing.** At all times during the term of this Agreement, Jamf shall implement and maintain appropriate administrative, physical, technical and organizational safeguards and security measures designed to protect against anticipated threats to the security, confidentiality or integrity of Customer Content. Jamf shall only process Personal Information on behalf of and in accordance with Customer's instructions and applicable law, including Data Protection Laws. Jamf self-certifies and complies with the EU-US Privacy Shield Framework, as administered by the United States Department of Commerce and will maintain its self-certification. To the extent necessary, the Parties shall enter into an appropriate and mutually agreed upon written agreement to satisfy cross-border transfer obligations relating to Personal Information that complies with Data Protection Laws.

The Parties agree that Jamf does not require (or request that) Customer provide Jamf any Personal Information to use the Software or to receive the benefit of the Services, and that it is Customer's choice alone to enter any Personal Information into the Software for the purpose of managing its Devices. Customer also has and is encouraged to use alternative methods to identify Devices managed with the Software, including by providing anonymous identifiers (e.g. Apple Mac serial no. xxx-xxx) that do not include or constitute Personal Information. In no event will Customer provide to Jamf any special categories of Personal Information as defined by GDPR.

20. **Government End Users.** The Software, Test Software and Documentation are "Commercial Computer Software" and "Commercial Computer Software Documentation" as those terms are defined at 48 C.F.R. § 2.101(b). Customer's rights in the Software, Test Software and Documentation are governed solely by the terms and conditions of this Agreement.

21. **Uniform Computer Information Transaction Act ("UCITA").** The UCITA or any version thereof adopted by any state in any form will not apply to this Agreement and to the extent that UCITA is applicable, the Parties agree to opt out of the applicability of UCITA pursuant to the opt out provision(s) contained therein.

22. **Third-party Acknowledgements.** Portions of the Software and/or Services may utilize or include open source and third-party software and other copyrighted material. Such software and Customer's use of the Software and/or Services is subject to any applicable third-party licenses as set forth within the Software or made available upon Customer's request. The terms and conditions of such third-party licenses shall govern Customer's use thereof. Jamf represents that it has the right and authorization to use and distribute open source and third-party software utilized in conjunction with the Software and Services or that is embedded in the Software and Jamf shall maintain compliance with all applicable open source and third-party software licenses.

23. **Data Collection.** Jamf and its service providers may collect and use statistical, usage, configuration and performance data of the Hosted Services and/or Software (collectively, "**Performance and Usage Data**") and Customer Content to monitor the performance, integrity and stability of the Hosted Services, address or prevent technical or security issues, provide Support Services, and improve the Hosted Services and/or Software. Jamf will not otherwise access, use or process Customer Content except as necessary to provide the Services. During and after the term of this Agreement, Jamf and its service providers may use and disclose Performance and Usage Data and Customer Content for any purpose, provided that such Performance and Usage Data and Customer Content have first been de-identified, anonymized and aggregated such that the data or content (as applicable) does not identify Customer or any individual, including, without limitation, a Customer employee or end user.

24. **Choice of Law, Jurisdiction and Venue.** This Agreement is governed by the laws of the State of Minnesota in the United States of America, without regard to its conflict of laws provisions.

- a) **U.S. Customers.** If Customer is located in the United States of America, the sole and exclusive jurisdiction and venue for actions arising under this Agreement will be the federal and state courts located in Minneapolis, Minnesota. Customer agrees to this exclusive venue, to personal jurisdiction of these courts and to service of process in accordance with their rules of civil procedure and waives any objection that this venue is not convenient.

- b) International Customers. If Customer is located outside of the United States of America, any dispute shall be submitted to binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (“**ICC Rules**”) then in effect in New York, New York in the United States of America. Arbitration will be conducted in the English language. The Parties will choose a single commercial arbitrator with substantial experience in software licensing and contract disputes. If the Parties are unable to choose an arbitrator within ten (10) days after an arbitration request, then a single arbitrator will be selected in accordance with the ICC Rules. The arbitrator will have the authority to grant specific performance and to allocate between the Parties the costs and expenses of arbitration in such equitable manner as the arbitrator may determine. Application may be made to a court having jurisdiction for acceptance, entry and/or an order for enforcement of the arbitrator’s award.
- c) Injunctive Relief. Jamf may institute an action in a court of proper jurisdiction for injunctive relief at any time.

25. **Miscellaneous**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings regarding such subject matter, whether written or oral. No amendment or modification to the provisions of this Agreement will be binding unless in writing and signed both Parties. Any waiver by a Party of a breach of any provision of this Agreement will not operate as or be construed as a waiver of any further or subsequent breach. Provisions of this Agreement which by their nature are to be performed or enforced following any termination of this Agreement shall survive such termination. Jamf may assign this Agreement to an Affiliate or in connection with a merger or the sale of substantially all of Jamf’s assets. This Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. If this Agreement is translated into languages other than English, the English version will control. This Agreement may be executed in counterparts, which together constitute one binding agreement. Jamf reserves all rights not expressly granted to Customer under this Agreement.

26. **Authority of Signatories**. Each Party signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement.

27. **Effective Date**. This Agreement will become effective as of the last signature date.

**JAMF Software, LLC**

**Company**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Full Company Legal Name:

Jamf Internal Account Reference:

Type of Legal Entity:

Street Address:

State/Province:

Postal Code:

Country:

Quote # Q-482675  
 Created Date 3/18/2022  
 Expiration Date 5/24/2022



Prepared By Joshua Marko Account Name Lincolnwood School District 74  
 Quote Contact Joshua Marko  
 Owner Email joshua.marko@jamf.com  
 Phone +17154610916

Bill To Name Lincolnwood School District 74 Ship To Name Lincolnwood School District 74  
 Bill To 6950 N EAST PRAIRIE RD Ship To 6950 N. East Prairie Road  
 LINCOLNWOOD, IL 60712 Licolnwood, IL 60712  
 United States United States

Manufacturer SKU	Product	Quantity	MSRP	Total Price	Line Item Description
1220031203	EDU - Jamf Pro (Casper Suite) for iOS AM - (1000-2499)	1,240.00	USD 7.00	USD 8,680.00	Renewal iOS product maintenance and support Valid from (2022-05-24 - 2023-05-23)
1220021203	EDU - Jamf Pro (Casper Suite) for iOS ASA - (1000-2499)	129.00	USD 7.00	USD 903.00	New iOS product maintenance and support Valid from (2022-05-24 - 2023-05-23)

Total Price USD 9,583.00

### Terms & Conditions

Sales Tax	This price quote does not include applicable sales tax. The appropriate tax for your location will be added to your invoice. If your purchase qualifies for a tax-exempt status, please send us a copy of your Tax-Exempt Certificate. If no certificate is received at the time of order, JAMF Software, LLC ("Jamf") will charge the appropriate sales tax for your location.	License Agreement	Jamf's standard Software License and Services Agreement or other applicable license agreement between the Ship-to Name entity/Customer and Jamf (either, the "License Agreement") and this Quote govern Customer's licensing of Jamf Software and Jamf's provision of Services indicated in this Quote. If there is a conflict between any terms on Customer's purchase order, schedule or other ordering document and the License Agreement, the License Agreement will control.
Submit POs To	Purchasing@jamf.com - Fax: 612-332-9054	JumpStarts	JumpStart and Onboarding services must be scheduled and completed within 12 months of purchase. Specifications can be found on Jamf's website.
Requirements	The following information must be provided before an order can be fulfilled: PO #, Quote #, complete Bill To address, Billing contact email address, complete Ship To address, Ship To contact email address, date,	Payment Terms	Net 30

Quote # Q-482675  
Created Date 3/18/2022  
Expiration Date 5/24/2022



product description, currency, line items, quantity and payment terms as shown on the Jamf Quote, total purchase amount, and a copy of a tax exemption certificate (if applicable). Kindly submit POs to JAMF Software, LLC at the Corporate Address listed below. Should you have any queries or require further clarification, contact your Jamf contact.

Corporate Address Jamf  
100 S Washington Ave #1100  
Minneapolis, MN 55401 USA



## Executive Summary Finance Committee Meeting

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DATE: May 19, 2022

TOPIC: Renewal of Schoology Learning Management System Subscription for the 2022-2023 School Year

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Since 2015 Lincolnwood School District 74 has used the Schoology Learning Management System, a product of PowerSchool, to manage the communication and workflow between teachers, classes, and the students at Lincoln Hall. This current contract is up for renewal for the next school year.

The District Legal Counsel has reviewed the Terms and Conditions, the Privacy Policy and the Master Services Agreement from Schoology and found them to be acceptable. Schoology, which is owned by PowerSchool, is covered by the same Master Service Agreement and Amendment that was approved and signed in 2021.

Counsel also offered an opinion related to the National Data Privacy Agreement (IL-NDPA) necessitated by the Student Online Personal Protection Act (SOPPA). Counsel informed us that the District began work on this in the past and that we could sign an Exhibit E to cover SOPPA for Schoology and other PowerSchool owned products, providing we find a IL-NDPA that meet the Districts' needs.

### **Fiscal Impact:**

\$4,539.93 for the 2022-2023 school year.

The District paid \$4,282.95 in 2021-2022 for the Schoology Learning Management System.

### **Recommendation:**

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this Agreement from Schoology Learning Management System in the amount of \$4,539.93 from July 1, 2022 to June 30, 2023.



## MAIN SERVICES AGREEMENT

February 14, 2022 version

The terms and conditions of this Main Services Agreement (with all attached exhibits and referenced documents and links, the “**Main Services Agreement**”), and combined with active Quotes and Statements of Work for Professional Services or any other duly executed documents referencing this Main Services Agreement, will constitute the “**Agreement**,” as may be amended from time to time. The Quotes and SOWs may be collectively referred to as the “**Transaction Documents**.”

**This Agreement is entered into by and between the applicable PowerSchool Contracting Entity (as defined below) (“PowerSchool”) and Customer (as defined below) and governs Customer’s access and use of PowerSchool Offering(s) (as defined below). This Agreement is effective and accepted on the earliest of the following: (i) the date that the last Party directly signs this Main Services Agreement, (ii) the date that the last Party signs the Quote that references this Main Services Agreement, or (iii) the date on which Customer accesses the PowerSchool Offering (the “Effective Date”).** Each PowerSchool and Customer is individually referred to as a “**Party**” and collectively as the “**Parties**.”

Any other agreements, proposals, purchase orders, representations or understandings, made verbally or in writing, are superseded in their entirety by this Agreement.

Exhibits: Below is a list of exhibits incorporated into this Agreement.

Exhibit A: PowerSchool Support Policy and Service Level Agreement  
[https://www.powerschool.com/Exhibit A-Support-Policy-SLA\\_Feb2022/](https://www.powerschool.com/Exhibit A-Support-Policy-SLA_Feb2022/)

Exhibit B: Professional Services Policy  
[https://www.powerschool.com/Exhibit B-Professional-Services-Policy\\_Feb2022/](https://www.powerschool.com/Exhibit B-Professional-Services-Policy_Feb2022/)

Exhibit C: Data Privacy Agreement  
[https://www.powerschool.com/Exhibit C-Customer-DPA\\_Feb2022/](https://www.powerschool.com/Exhibit C-Customer-DPA_Feb2022/)

Exhibit D: Product Specific Terms  
[https://www.powerschool.com/Exhibit D-Product-Specific-Terms\\_Feb2022/](https://www.powerschool.com/Exhibit D-Product-Specific-Terms_Feb2022/)



**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. "Customer"** means the school, school district, or other entity that purchases one or more of the Services, as identified on the applicable Quote.

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

**1.4. "De-identified Data"** means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular individual or User provided that the data processor: (a) takes reasonable measures to ensure that the information cannot be associated with an individual or User; (b) publicly commits to maintain and use the information in de-identified form and not to attempt to re-identify the information, except that the data processor may attempt to re-identify the information solely for the purpose of determining whether its de-identification processes satisfy the requirements of this definition; and (c) contractually obligates any recipients of the information to comply with the terms of this definition.

**1.5. "Documentation"** means user manuals describing the functionality, features and operating characteristics of the applicable PowerSchool Software that are delivered or made available to Customer by PowerSchool or through the Subscription Service, including any updates thereto.

**1.6. "Embedded Applications"** means software applications developed by third parties that resides within PowerSchool's proprietary software as part of the Subscription Services.

**1.7. "Excluded Claims"** means claims or liability arising out of: (a) Customer's Breach of Section 2.4 (Restrictions) or Section 4 (Proprietary Rights); (b) a Party's breach of its obligations in Section 5 (Confidentiality) (including obligations and/or claims relating to Customer Data); or (c) either Party's indemnity obligations under Section 10 (Indemnification).

**1.8. "Intellectual Property Rights"** means any

and all, now or hereafter in existence, unpatented inventions, patent applications, patents, design rights, copyrights, Trademarks, mask work rights, know-how, trade secret rights, moral rights, database protection, and all other intellectual property and proprietary rights, modifications, adaptations, derivatives thereof, and improvements thereto, and forms of protection of a similar nature anywhere in the world.

**1.9. "Licensed Site(s)"** means the internet address of the web-based location for accessing a SaaS Subscription, or for a location of an on-premise implementation under an On-Premise Subscription for any PowerSchool Software listed on a PowerSchool Quote.

**1.10. "PowerSchool Contracting Entity"** means the entity identified in the table below, based on Customer's Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive, Folsom, CA 95630
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630
Any other country that is not Canada, the United States, or India <sup>1</sup>	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

**1.11. "PowerSchool Offering"** means any Subscription Service(s), Licensed Third-Party Software and/or Professional Services provided to Customer or described on a Quote.

**1.12. "PowerSchool Software"** means PowerSchool's proprietary software applications and the associated Embedded Applications, as further described in the applicable Quote, including any and all updates and subsequent versions thereto. PowerSchool Software does not include Third-Party Software.

**1.13. "Professional Services"** means the services that are identified and described on a Quote and/or a Statement of Work, which services may include setup, implementation, configuration, training, education, consulting, customization and other professional services.

<sup>1</sup> PowerSchool Offerings in India are under a different Main Services Agreement.

**1.14. "Provincial Reporting Code" or "PRC"** means PowerSchool Offering 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.

**1.15. "Quote"** means PowerSchool's standard order form that (i) specifies the PowerSchool Offering and other services provided to Customer; (ii) references this Agreement or the applicable agreement; and (iii) is signed or incorporated to or referenced in a signed agreement by authorized representatives of both Parties. Unless otherwise agreed in writing by the Parties, Customer's issuance of a purchase order is deemed as acceptance of the terms and conditions set forth in the applicable Quote.

**1.16. "State Reporting Code (or SRC)"** means the PowerSchool Offering 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.

**1.17. "Statement of Work" or "SOW"** means a statement of work document that references this Agreement and describes the scope of work to be performed, including, without limitation, any applicable (i) milestones and dependencies, (ii) methodologies, (iii) technical requirements (iv) project responsibilities; and (iii) estimated or actual pricing.

**1.18. "Subscription Services"** means the On-Premise Subscription(s) and SaaS Subscription(s) provided to Customer by PowerSchool.

**1.18.1. "On-Premise Subscription"** mean provision of the PowerSchool Software for installation on servers on Customer's premises for a defined period as identified on the applicable Quote and hosted by Customer or its designated third-party hosting provider, including any accompanying Support Services.

**1.18.2. "SaaS Subscription"** means subscription-based access to certain PowerSchool-Software as a cloud-based service provided to Customer pursuant to this Agreement, now or in the future, including any accompanying Support Services.

**1.19. "Subscription Term"** has the meaning set forth in Section 13.2 (Subscription Term).

**1.20. "Support Services"** means maintenance and support for the PowerSchool Software provided under this Agreement, as further defined and described in [Exhibit A \(Support Policy and Service Level Agreement\)](#). PowerSchool will provide the applicable Support Services as part of the Subscription Services subject to the terms of this Agreement.

**1.21. "Term"** has the meaning set forth in Section 13.1 (Agreement Term).

**1.22. "Third-Party Software"** means software products supplied or developed for a particular purpose by someone other than PowerSchool. Third-Party Software does not include Embedded Applications.

**1.22.1. "Licensed Third-Party Software"** means Third-Party Software licensed by PowerSchool bundled with a Subscription Service.

**1.22.2. "Other Third-Party Software"** means Third-Party Software not licensed by PowerSchool.

**1.23. "Trademarks"** means all trademarks, service marks, trade dress, logos, slogans, trade names, business names, fictitious business names, and other source identifiers, including domain names, together with all translations, adaptations, derivations, and combinations thereof, whether registered or unregistered (as the case may be), and including all of the goodwill of the business related to the foregoing.

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

**1.25. "User(s)"** means individuals authorized by the Customer to access PowerSchool Software. 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 Software.



## 2. POWERSCHOOL OFFERING AND RESTRICTIONS.

**2.1 SaaS Subscription Services.** If Customer makes all payments on time, PowerSchool will: (a) make the SaaS Subscription available to the Customer and for the contracted quantity at each Licensed Site in conformance with the applicable Documentation; (b) provide applicable PowerSchool standard Support Services for the SaaS Subscription to Customer and Users, and provide upgraded support if purchased, as described in Exhibit A (Support Policy and Service Level Agreement); and (c) host the SaaS Subscription pursuant to the terms of the service level agreement set forth on Exhibit A (Support Policy and Service Level Agreement). Provision of the SaaS Subscription is subject to the terms of the Agreement and the applicable portions of the PowerSchool privacy policy (the “**Privacy Policy**”) located at <http://www.powerschool.com/privacy> (as may be updated from time to time).

**2.2 On-Premise Subscription.** Where the Customer contracts for an On-Premise Subscription and if Customer makes all payments on time, PowerSchool, during the Subscription Term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such On-Premise Subscription specified in the applicable Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote. PowerSchool shall provide applicable PowerSchool standard Support Services for the On-Premise Subscription to Customer and Users and provide upgraded support if purchased, as described in Exhibit A (Support Policy and Service Level Agreement).

**2.3 Professional Services.** PowerSchool will provide Professional Services mutually agreed upon by the Parties via a Statement of Work pursuant to the terms of Exhibit B (Professional Services Policy) and the applicable Transaction Document.

**2.4 Restrictions.** Subscription Service(s) will only be used as expressly authorized by this Agreement and in compliance with all applicable laws and regulations. All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

**2.4.1** Customer will use the PowerSchool Offering(s) only for the internal

purposes of Customer and only for Licensed Sites. Customer shall not exceed the maximum quantity for the Subscription Services as stated in the Quote without additional payment.

**2.4.2** Customer will not, and will not permit Users or third parties to: (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Subscription Service to a third party or in a service bureau or outsourcing offering; (b) use any Subscription Service to provide, or incorporate any Subscription Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive source code or non-public APIs to any PowerSchool Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to PowerSchool); (d) write or develop any derivative works based upon the PowerSchool Offering; (e) interfere with or disrupt the integrity or performance of any PowerSchool Offering or third-party data contained therein or any systems or networks; (f) use the Subscription Services to build similar or competitive products or services; (g) perform or publish any performance or benchmark tests or analyses relating to the Subscription Services, other than solely for Customer’s internal use; (h) remove or obscure any proprietary or other notices contained in any PowerSchool Offering; or (i) use any robot, spider, data miner, crawler, scraper or other automated means to access or index the PowerSchool Offering. Customer shall not use plugins that are not approved by PowerSchool.

**2.4.3** For any PowerSchool Offering that may include messaging, Customer understands that standard SMS (texting) fees apply to all registered contacts who receive an SMS sent out via PowerSchool’s Offering. PowerSchool is responsible for payment for all SMS sent FROM PowerSchool’s Offering. Customer is responsible for ensuring parents or registered contacts receiving said SMS have opted into PowerSchool’s Offering program. If requested by Customer, PowerSchool may provide Customer with appropriate materials (letter to mail home to parent and best practices) to support the opt-in procedure. However, Customer is solely responsible for obtaining legally required opt-in consents from Customer’s Users, and for compliance with the Telephone Consumer Protection Act (“**TCPA**”).



In no event will PowerSchool be liable for Customer's use of SMS. PowerSchool will also not be liable for any delays in the delivery or receipt of any SMS messages attributable to Customer's mobile service operator. Customer represents and warrants that when using any PowerSchool Offering, Customer will comply with all applicable laws and regulations, including the TCPA and privacy laws.

**2.4.4** If unauthorized access to, or use of, the Subscription Services occurs, Customer shall promptly notify PowerSchool. Any attempted sublicense, assignment, or transfer of any rights, duties, or obligations by Customer in violation of this Agreement will be void.

**2.4.5** Customer shall be prohibited from performing penetration testing against PowerSchool-hosted PowerSchool Offerings, applications, data stores, or systems. Penetration tests, if not performed properly and under the supervision and coordination of the PowerSchool information security team, can have unintended consequences such as corrupting data, unauthorized access to data, and degradation of systems.

**2.4.6** PowerSchool may (or may ask Customer to) suspend or terminate any User's access to the PowerSchool Offering upon notice to Customer if PowerSchool reasonably determines that such User has violated any of the terms of the Agreement.

**2.5 Updates to Subscription Services.** Over the course of the Term, PowerSchool may, in its sole discretion, update or upgrade features, functionality, software, or user types that Customer and Users access pursuant to a Quote; provided that such updates will be at no cost to Customer and will not materially degrade existing features and functionality. Accordingly, PowerSchool reserves the right to update and/or upgrade the PowerSchool Software provided to Customer so that it remains current with the then-current version of the PowerSchool Software available to PowerSchool's customers generally. In addition, PowerSchool may release new features, functionality, software, or user types that are only available under a different pricing model or on a version of PowerSchool Software other than the version Customer currently accesses. In the event Customer desires to purchase any new features, PowerSchool reserves the right, in its sole discretion, to update Customer's account, pricing model, or

PowerSchool Software version to facilitate the provision of such new features.

**2.6 End-of-Life Policy.** PowerSchool reserves the right to discontinue a PowerSchool Software as part of its end-of-life (EOL) policy upon providing advanced written notice to Customer consistent with PowerSchool's standard policies and procedures. PowerSchool will use commercially reasonable efforts to transition Customer to a substantially similar PowerSchool Software. If PowerSchool does not have a substantially similar PowerSchool Software, then PowerSchool will credit to Customer any unused portion of the prepaid fee for such PowerSchool Software that is subject to EOL. Such credit can be applied towards the future purchase of a PowerSchool Offering within twelve (12) months of issuance. Unused credits will expire after twelve (12) months of their issuance.

### 3. CUSTOMER DATA

**3.1 Rights in Customer Data.** As between Customer and PowerSchool, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Section 4 (Proprietary Rights).

**3.2 Consent to Use Customer Data.** Customer hereby grants all such rights and permissions in or relating to Customer Data to PowerSchool, its subcontractors and sub-processors and the PowerSchool personnel as are necessary or useful to provide and perform the Subscription Services and deliver the PowerSchool Offering or to prevent or address service or technical problems under this Agreement. Subject to PowerSchool's rights granted in this Section 3.2 and Sections 5.4 and 5.5 related to compelled disclosure and its rights with respect to Transaction Data and De-Identified Data, PowerSchool will not share, rent or sell the Customer Data with third parties without Customer's express consent and will treat such data as Confidential Information. PowerSchool agrees to execute a data processing agreement or addendum in a form and substance identical or substantially similar to the PowerSchool Data Privacy Agreement ("DPA") set forth on [Exhibit C](#).

#### 3.3 Customer Obligations.

**3.3.1 In General.** Customer will ensure that its use of each PowerSchool



Offering and all Customer Data is at all times compliant with this Agreement, Customer's privacy policies, and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants that Customer has sufficient rights in the Customer Data to grant the rights granted to PowerSchool in Section 3.2 and that the Customer Data does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party. Customer represents and warrants that Customer has either explicit consent or consent under applicable law to collect Customer Data.

**3.3.2 User ID and Password Protection.** Customer will require that all Users keep user identification ("ID") and password information strictly confidential and not share such information with any unauthorized person. Customer is solely responsible for any and all activities that occur under all Customer accounts.

**3.3.3 Notification.** Customer agrees to notify PowerSchool immediately in writing of any unauthorized use of Customer's accounts, any unauthorized use or distribution of PowerSchool Offering, or any other breach of security of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated.

**3.3.4 Compatible Equipment.** 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 Offering. PowerSchool will not be responsible for any incompatibility between PowerSchool Offering and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer's use with PowerSchool Offering. 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 Data Privacy and Security.** PowerSchool will abide by the terms of the DPA executed with Customer or, if none is executed,

by the terms of the DPA set forth on Exhibit D, with respect to the security of the Customer Data within the PowerSchool Offering. The Parties shall comply with said DPA and said DPA shall supplement the terms of this Agreement.

**3.5 Security Training.** 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 Offering when available within the applicable PowerSchool Offering. Customer agrees to keep a record of such training and PowerSchool may request to see them as part of compliance verification.

**3.6 "Active Match" Activation.** Where the Customer licenses the PowerSchool Naviance product, the Customer hereby expressly grants consent to the functionality branded "ActiveMatch." The college-planning function contained in the Naviance application includes certain features (collectively, "Matching") that allow students to view information from and interact with PowerSchool's higher education Intersect subscribers ("Higher Education Institutions"). Matching is active upon implementation of Naviance. Customer hereby represents and warrants having obtained voluntary informed consent from the student's parent or legal guardian prior to the use of the Naviance product by Users. Matching may be turned on or off at any time after implementation at the sole discretion and control of Customer. For clarity, no student or Customer information is shared with any Higher Education Institution unless Customer has enabled Matching and the applicable student, via the student's parent or legal guardian, has explicitly opted to send his/her information directly to the Higher Education Institution.

**3.7 Customer-Specific Data Warehouse.** If Customer executes a Quote to purchase a SaaS Subscription using certain PowerSchool's technology that requires the creation of a Customer-specific data warehouse and subject to the terms of an executed DPA between Customer and PowerSchool, Customer hereby acknowledges and agrees that PowerSchool must create a Customer-specific data warehouse of all Customer Data provided to PowerSchool solely for the purpose of providing the service ("Customer-Specific Data Warehouse"), and Customer hereby consents to the creation of



such Customer-Specific Data Warehouse. Customer-Specific Data Warehouse will not be aggregated or combined with any data of any other PowerSchool customers.

#### 4. PROPRIETARY RIGHTS

**4.1 PowerSchool Offerings and Software.** PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the PowerSchool Offering and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Offering or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Offering, including any rights to the Intellectual Property Rights in connection therewith.

**4.2 Transaction Data.** Notwithstanding anything to the contrary in this Agreement, PowerSchool has the right to collect and use Transaction Data for internal research and to develop, improve, support, and operate its products and services during and after the Term.

**4.3 De-Identified Data.** Notwithstanding anything to the contrary, Customer hereby agrees and acknowledges that PowerSchool shall have the right to process, aggregate and analyze De-Identified Data relating to the provision, use and performance of various aspects of the PowerSchool Offering and related systems and technologies, and PowerSchool will be free (during and after the Term) to: (i) use such De-identified Data to improve and enhance the PowerSchool Offering and PowerSchool Software and for other development, diagnostic and corrective purposes in connection with the PowerSchool Offering, PowerSchool Software, and other PowerSchool products and services, and (ii) disclose De-identified Data solely in connection with its business, including, without limitation, for training, marketing and promotional efforts.

**4.4 Feedback.** If Customer or any User elects to provide PowerSchool with any suggestions, comments, improvements, enhancement requests, recommendations, corrections, ideas or other feedback relating to the PowerSchool Offering or any other

PowerSchool's products or services (collectively, "**Feedback**"), Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free, and transferable license to use and incorporate into PowerSchool Offering and PowerSchool Software any Feedback (excluding any Customer Confidential Information contained in the Feedback).

**4.5 PowerSchool Trademarks.** PowerSchool exclusively owns all of its Trademarks, including, without limitation, the PowerSchool name, the PowerSchool logo, and other owned brands and product names associated with the PowerSchool Offering. No right or license is granted by this Agreement to their use.

**4.6 Customer Trademarks.** Customer exclusively owns all of its Trademarks, including, without limitation, the Customer name and logo.

**4.7 No Use of Trademarks.** Neither Party nor its affiliates shall use the other Party's Trademarks in any form or substance in any medium or for any purpose without the other Party's prior written consent (which consent can be via e-mail if such e-mail is from an authorized representative of the consenting Party.).

**4.8 Marketing.** Notwithstanding the foregoing Section 4.7 and subject to Customer's trademark usage guidelines, Customer grants PowerSchool a non-exclusive, worldwide, royalty-free right to include Customer's Trademark and other related transactional information (including enrollment count, names of all PowerSchool Offering ordered by Customer, etc., but excluding pricing) in any customer listing appearing on or in any PowerSchool websites, brochures, fliers, presentations, press releases, annual reports and any other marketing materials. Customer may withdraw or terminate the foregoing license at any time by providing PowerSchool with thirty (30) days' prior written notice of its intent to terminate. Such notice of withdrawal or termination must be sent via e-mail to [champions@powerschool.com](mailto:champions@powerschool.com) with a copy to [legal@powerschool.com](mailto:legal@powerschool.com), and the email subject line must state "Trademark Consent Withdrawal." After such thirty (30) day period, PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. Notwithstanding the foregoing, PowerSchool's right to continue to use any marketing materials produced, published, or disseminated prior to such termination will



continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates. If PowerSchool requests, Customer agrees to participate in a case study, press release and/or cooperate with PowerSchool in speaking to the media, and to speak at a future PowerSchool event.

## 5. CONFIDENTIALITY.

**5.1 Confidential Information.** In connection with this Agreement, each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). Subject to Section 5.2 (Exclusions), "**Confidential Information**" means non-public information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, suppliers, subcontractors, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential." Without limiting the foregoing, the PowerSchool Offering are the Confidential Information of PowerSchool, and subject to Section 5.5 (Public Records Act), the terms of this Agreement and each Transaction Document are Confidential Information of PowerSchool. For purposes of this Section, Customer Data and any other Customer information or data labeled or identified as confidential at the time of disclosure to PowerSchool are the Confidential Information of Customer. To the extent the Parties executed a non-disclosure agreement prior to the Effective Date (the "**Prior NDA**"), such Prior NDA shall govern the confidential information exchanged by the Parties under the Prior NDA and the confidentiality obligations of this Agreement shall govern the exchange of Confidential Information by the Parties under this Agreement starting on the Effective Date.

**5.2 Exclusions.** Confidential Information does not include and the obligations of this Section 5 will not extend to any information that the Receiving Party can reasonably demonstrate by written or other documentary records: (i) is now, or hereafter becomes, publicly known or available through no act or failure to act on the part of the Receiving Party;

(ii) is known by the Receiving Party at the time of receiving such information; (iii) is or becomes lawfully available from a third party without restriction; (iv) is hereafter furnished to the Receiving Party by a third party having the legal right to do so and without restriction on disclosure; or (v) is independently developed by the Receiving Party without the aid, , application or use of the Confidential Information.

**5.3 Protection of Confidential Information.** Except as expressly allowed in this Agreement, the Receiving Party shall: (a) keep completely confidential and will not publish or otherwise disclose the Disclosing Party's Confidential Information to any third party except to: (i) its affiliates, employees, consultants, contractors, sub-processors, or agents having a need to know (and only to the extent needed) and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those of this Agreement; or (ii) its legal, financial or other professional advisors as reasonably necessary, and (b) use the Disclosing Party's Confidential Information only in connection with the performance of its obligations under this Agreement. The Receiving Party shall protect the proprietary nature of the Confidential Information with no less care than it uses with respect to its own Confidential Information and, in any event, no less than reasonable care. The Receiving Party's obligations under Section 5 (Confidentiality) shall survive the termination or expiration of this Agreement and continue in effect thereafter for a period of five (5) years with respect to Confidential Information that does not qualify as a trade secret under applicable law, and, with respect to Confidential Information that qualifies as a trade secret under applicable law, in perpetuity after the termination or expiration of the Agreement.

**5.4 Compelled Disclosure.** If the Receiving Party is required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any governmental entity or court order or pursuant to applicable law or rules of a stock exchange to disclose or provide any Confidential Information of the Disclosing Party (including disclosure that is reasonably necessary in prosecuting or defending litigation), the Receiving Party will provide the Disclosing Party with written notice of such request or demand as promptly as



practicable under the circumstances so that the Disclosing Party will have an opportunity to seek an appropriate protective order. The Receiving Party agrees to take, and cause its employees, contractors, and representatives to take, at the Disclosing Party's expense, reasonable steps necessary to help the Disclosing Party seek to obtain confidential treatment by the Receiving Party. Subject to the foregoing, the Receiving Party may thereafter disclose or provide any such Confidential Information, as the case may be, to the extent (and only in such amount) required by such law (as so advised by counsel) or by lawful process or such governmental entity or court order.

**5.5 Public Record Act.** Notwithstanding anything herein to the contrary in Section 5.3 (Protection of Confidential Information), PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, (a) PowerSchool will reasonably 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; and (b) Customer shall provide PowerSchool a reasonable opportunity to object to any such request as permitted under applicable law.

**5.6 Injunctive Relief.** The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## **6. FEES AND PAYMENT.**

**6.1 Fees.** Customer agrees to pay PowerSchool, in accordance with the terms on the PowerSchool Quote and invoice, the fees charged for the PowerSchool Offering 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, value-added, 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. All fees set forth in any

PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

**6.2 Enrollment Increases.** Pricing for access to PowerSchool Offering may be a fixed fee or may be based on the quantity and student enrollment count identified in the applicable Quote. If fees are based on quantity or student count and Customer accesses PowerSchool Offering with more than the quantity identified in the applicable Quote, then PowerSchool may submit an amended or supplemental 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 the PowerSchool Offering by Customer's additional User count.

**6.3 Payment.** Unless otherwise set forth in the applicable Quote or invoice, Customer shall make all payments by electronic payment, check or wire transfer to such address or account as specified on the invoice or otherwise specified by PowerSchool in writing. PowerSchool may accept credit card payment; provided that credit card payments shall subject Customer to a transaction fee and a \$250,000 transaction limit. 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.

**6.4 Tax Exempt Status.** 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).

**6.5 Payment Dispute.** If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify PowerSchool in writing of its objection within twenty (20) days from the date of the applicable invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. If Customer does not object in a timely manner within this time period, the amount invoiced shall be conclusively deemed correct by the Parties. If



the Parties are unable to resolve such payment dispute within thirty (30) days from PowerSchool's receipt of Customer's written objection, each Party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

**6.6 No Deductions or Setoffs.** Subject to Customer's right to dispute an invoice under Section 6.5 (Payment Dispute), all amounts payable to PowerSchool under this Agreement shall be paid by Customer to PowerSchool in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.

## **7. THIRD-PARTY SOFTWARE; EMBEDDED APPLICATIONS.**

**7.1 Licensed Third-Party Software.** Provision of Licensed Third-Party Software may be subject to an additional cost. If PowerSchool provides any Licensed Third-Party Software under this Agreement, PowerSchool shall be responsible for securing the licenses or authorizations required from the applicable third parties to provide such Licensed Third-Party Software to Customer. Sections 6 (Fees and Payment), 7 (Third-Party Software; Embedded Applications), 9 (Disclaimer of Warranties), 10 (Indemnification), and 11 (Limitation of Liability) of this Agreement apply to Licensed Third-Party Software.

**7.2 Other Third-Party Software.** Other Third-Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. Other Third-Party Software is not supported by PowerSchool. All support, warranties, and services related to Other Third-Party Software are provided by the supplier of the Other Third-Party Software under such third party's terms and conditions, and not by PowerSchool. PowerSchool will have no obligations or liability regarding any Other Third-Party Software.

**7.3 Embedded Applications.** PowerSchool Offering may contain Embedded Applications. If any additional license terms are identified in [Exhibit D \(Product Specific Terms\)](#), 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.

## **8. WARRANTIES.**

**8.1 Mutual Warranties.** Each Party represents and warrants that: (a) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; (b) the individual accepting or executing the Main Services Agreement or a Transaction Document has the authority to bind such Party to the terms and conditions of this Agreement; and (c) when accepted or executed, this Agreement will constitute the legal, valid and binding obligation of each Party.

**8.2 Limited Warranty.** PowerSchool warrants that the PowerSchool Software included in the SaaS Subscription or On-Premise Subscription will operate in substantial conformity with the applicable Documentation under normal use and circumstances. If Customer notifies PowerSchool in writing of a breach of this warranty, PowerSchool will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or (b) if PowerSchool determines such remedy to be impracticable, issue Customer a credit or refund of a portion of the fees pre-paid by Customer for the nonconforming Subscription Service that fairly reflects (at PowerSchool's reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes Customer's sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, or (ii) if the error was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

**9. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 (WARRANTIES), POWERSCHOOL OFFERING(S), POWERSCHOOL SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS",

AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL OFFERING WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL OFFERING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL OFFERING(S) WILL BE CORRECTED. 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. POWERSCHOOL DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD-PARTY SOFTWARE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

## 10. INDEMNIFICATION.

**10.1 Intellectual Property Indemnification by PowerSchool.** Subject to Section 11 (Limitation of Liability), PowerSchool hereby agrees to defend, indemnify, and hold harmless Customer from and against any and all losses, liabilities, costs, expenses and damages (collectively, "Liabilities") to the extent arising out of or relating to any claim brought by a third party against Customer alleging the use of the PowerSchool Offering infringes or misappropriates the Intellectual Property Rights of such third party.

**10.1.1 Mitigation.** If Customer's use of the PowerSchool Offering is enjoined or, in PowerSchool's reasonable opinion, is likely to be enjoined, PowerSchool may (i) substitute for the PowerSchool Offering, a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool

Offering; or if (i) or (ii) is 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 fees prepaid by Customer for the applicable PowerSchool Offering.

**10.1.2 Exclusions.** The foregoing indemnification obligation of PowerSchool will not apply to the extent the applicable claim arises from or is attributable to: (i) modifications to the PowerSchool Offering(s) by any party other than PowerSchool or based on Customer's specifications or requirements; (ii) the combination of the PowerSchool Offering(s) with products or processes not provided or authorized by PowerSchool; (iii) any unauthorized use, access, or distribution of the PowerSchool Offering(s); or (iv) any action arising as a result of Customer Data, or any deliverables or components not provided by PowerSchool.

**10.1.3 Sole and Exclusive Remedy.** THIS SECTION 10.1 (INDEMNIFICATION BY POWERSCHOOL) SETS FORTH POWERSCHOOL'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

**10.2 Data Breach Indemnification by PowerSchool.** Subject to Section 11 (Limitation of Liability), PowerSchool hereby agrees to defend, indemnify, and hold harmless Customer from and against any Liabilities to the extent arising out of or relating to any claim brought by a third party against Customer alleging a confirmed data breach (as defined by the applicable state law) to the extent attributable to PowerSchool resulting from PowerSchool's violation of the data security provisions expressly set forth in this Agreement or the DPA executed between the Parties.

**10.3 Indemnification by Customer.** To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "PowerSchool Indemnitees") harmless against and from any Liabilities, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), brought by a third party against a PowerSchool Indemnitee to the extent relating to or arising out of: (a) any Customer Data; (b) any information or content (other than PowerSchool-provided content)



transmitted or submitted by Customer or its Users through the PowerSchool Offering or shared with any third party; (c) Customer's violation of Section 2 (PowerSchool Offering and Restrictions), or Section 4 (Proprietary Rights); or (d) Customer's gross negligence or willful misconduct. In addition, Customer shall indemnify and hold PowerSchool Indemnitees harmless against and from any Liability brought against a PowerSchool Indemnitee or Customer for alleged or actual violations of the TCPA in connection with Customer's use of or access to any PowerSchool Offering.

**10.4 Procedure.** The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any threatened or actual Liability; provided that failure to provide such prompt notice will not release the indemnifying Party from its indemnity obligations except to the extent the indemnifying Party is materially prejudiced thereby; (b) the indemnifying Party will have sole control of the investigation, defense or settlement of any Liability; (c) the indemnified Party will fully cooperate with the indemnifying Party (at the indemnifying Party's expense) to facilitate the settlement or defense of any Liability; and (d) the indemnifying Party will not settle any claim or suit in a manner that results in an admission of liability by the indemnified Party, without the indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

## **11. LIMITATION OF LIABILITY.**

**11.1 EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR "EXCLUDED CLAIMS", IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY, IN EACH CASE ARISING OUT OF THIS AGREEMENT, THE POWERSCHOOL OFFERING, OR THE POWERSCHOOL SOFTWARE OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE.

**11.2 CAP ON MONETARY LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR CLAIMS FOR FEES DUE TO POWERSCHOOL UNDER THIS AGREEMENT AND EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AND ITS AFFILIATES' COLLECTIVE AGGREGATE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION OR ARISING OUT OF THIS AGREEMENT, THE POWERSCHOOL OFFERING OR THE POWERSCHOOL SOFTWARE, UNDER ANY LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO POWERSCHOOL IN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD FOR THE APPLICABLE POWERSCHOOL OFFERING ON WHICH THE CLAIM IS BASED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COLLECTIVE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR "EXCLUDED CLAIMS" SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO POWERSCHOOL IN THE IMMEDIATELY PRECEDING TWENTY-FOUR (24)-MONTH PERIOD FOR THE APPLICABLE POWERSCHOOL OFFERING ON WHICH THE CLAIM IS BASED.

### **11.3 EXCEPTIONS.**

NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS IN SECTION 11.1 (EXCLUSION OF DAMAGES) AND SECTION 11.2 (CAP ON MONETARY LIABILITY) SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR FRAUD.

**11.4 FAILURE OF ESSENTIAL PURPOSE.** THE PARTIES AGREE THAT THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION 11 WILL SURVIVE AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**12. INSURANCE.** During the Term, PowerSchool agrees to maintain insurance coverage consistent with PowerSchool's then-current certificate(s) of insurance. Upon execution of this Agreement, and one (1) time per calendar year upon Customer's request, PowerSchool shall provide Customer with



certificate(s) of insurance. Upon Customer's request, PowerSchool agrees to include Customer as a certificate holder on such certificate(s) of insurance. PowerSchool will provide notice and updated certificate(s) of insurance to Customer in the event of a cancellation or other material change to the insurance coverage(s) described in the applicable PowerSchool certificate(s) of insurance. For the avoidance of doubt, the obligation for PowerSchool to maintain insurance coverage as set forth herein shall in no way impact the terms of Section 11 (Limitation of Liability).

### 13. TERM AND TERMINATION

**13.1 Agreement Term.** This Agreement commences on the Effective Date and continues until a Party terminates the Agreement pursuant to the terms of this Agreement or until the Parties subsequently enter into a new agreement that supersedes this Agreement (the "Term").

**13.2 Subscription Term.** The subscription term of each Subscription Service (the "Subscription Term") will be as specified in the applicable Quote, which specifies a start and end date, provided that if the provision of the Subscription Service does not commence on the start date identified on the Quote, then the start date will be deemed as the date of the provisioning of the Subscription Services to Customer. Except as otherwise specified in the applicable Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.

**13.3 Suspension.** If Customer's account is thirty (30) days or more overdue for any PowerSchool product or service (except with respect to charges then under reasonable and good faith dispute), PowerSchool reserves the right, in addition to any of its other rights or remedies, suspend Customer's access to any PowerSchool Offering and/or its performance of any of the Professional Services without liability to Customer, until PowerSchool receives all amounts due. Suspension shall not relieve Customer of its obligation to pay the entirety of the fees due. In addition, PowerSchool will have the right to suspend provision of the PowerSchool Offering or Professional Services under this Agreement if: (a) Customer or User accessed or used the PowerSchool Offering beyond the scope of the rights granted or for purpose not authorized under this Agreement; (b) Customer or any User is or has been

involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the PowerSchool Offering; or (c) 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, including if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of PowerSchool's control.

**13.4 Termination for Breach.** Either Party will have the right to terminate this Agreement in whole or in part upon providing 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 providing written notice to Customer if Customer breaches any of its obligations under Section 2 (PowerSchool Offering and Restrictions) or Section 4 (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of Section 4 may 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.

**13.5 Termination for Non-Appropriation for Governmental Entities Only.** 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 Offering captured in an applicable Quote that is 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 or the Subscription Term for which funds were appropriated, subject to Customer's providing the required notice herein. Customer will be obligated to pay all charges incurred through the end of the last fiscal period or Subscription Term for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated and that Customer wants to terminate the Agreement: (a) immediately after Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the end of the applicable fiscal period or Subscription Term. Customer will not



utilize this clause as a right to terminate any Quote or this Agreement for convenience. PowerSchool reserves the right to request, and Customer shall provide, documentation evidencing such non-appropriation of funds.

**13.6 Additional Right.** In addition to any other termination rights, PowerSchool shall have the right to terminate this Agreement if Customer fails to make payment under any other agreement with PowerSchool and fails to cure material breach within thirty (30) days after receipt of written notice from PowerSchool.

**13.7 No Other Termination Right.** Except as expressly set forth in this Section 13, neither Party has a right to terminate this Agreement or any Quote prior to its expiration.

**13.8 Effect 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 1 (Definitions), 4 (Proprietary Rights), 6 (Fees and Payment), 7 (Third-Party Software; Embedded Applications), 9 (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 13.8 (Effect of Termination), and 14 (General Provisions) will survive termination or expiration of this Agreement. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the Quote 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. The immediately preceding clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool’s material breach in accordance with Section 13.4 (Termination for Breach), or (b) as a result of non-appropriation of funds in accordance with Section 13.5 (Termination for Non-Appropriation).

**13.9 Return or Disposal of PowerSchool Offerings.** 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 Offering, and Customer’s authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Offering have either been destroyed or returned to PowerSchool.

**13.10 Return or Disposal of Customer Data.** Upon termination or expiration of the

Agreement, PowerSchool shall return to Customer or delete the Customer Data in its possession, custody or control in accordance with the terms of the DPA, unless otherwise required by applicable law.

**14. GENERAL PROVISIONS**

**14.1 Governing Law.** Except otherwise agreed in writing by the Parties, this Agreement will be governed by the laws depending upon the account country location as listed in the table below. Except otherwise agreed in writing by the Parties, 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.

Account Country	Venue	Governing Law
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 and for a period of one (1) year following termination of this Agreement, PowerSchool has the right to verify Customer’s full compliance with the terms and requirements of Section 2 (PowerSchool Offering and Restrictions), Section 4 (Proprietary Rights) and Section 6 (Fees and Payment) of this 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 14.2 do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Offering and other 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 Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees owed) if the delay or failure results from any cause beyond such Party's reasonable control, including acts of God or of a public enemy, acts of terrorism, war, 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, or tsunamis.

**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.

**14.6 No Waiver.** 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 a Party of any provision of this Agreement must be in writing and signed by such Party and will not imply subsequent waiver of that or any other provision.

**14.7 Notices.** All notices under this Agreement must be in writing and delivered and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested (or the equivalent delivery method in an international jurisdiction), the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon confirmed receipt. Email notifications to

PowerSchool shall be to [legal@powerschool.com](mailto:legal@powerschool.com). 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  
[legal@powerschool.com](mailto:legal@powerschool.com)**

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 Party in like manner.

**14.8 Assignment.** Neither PowerSchool nor Customer shall assign or transfer this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other Party; 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 assigns.

**14.9 No Reliance.** Each Party acknowledges that it has not made any promise or representation that is not expressed in this Agreement; and that it has not been induced into entering this Agreement by any representation about the nature and extent of its existing or potential claims or damages made by the other Party or by the other Party's attorney, representative, or agent. The Parties are not relying upon – and disclaim reliance upon – any statement or representation that is not in this Agreement but are instead relying solely upon their own judgment in consultation with their respective attorneys.

**14.10 Background Checks.** Given the nature of the data we process, PowerSchool conducts thorough nation-wide 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.

**14.11 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; or (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.

**14.12 U.S. Government Restricted Rights.** PowerSchool Offering 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 Offering only with those rights set forth herein.

**14.13 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.

**14.14 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 Transaction Document, 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.

**14.15 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, responses to 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 OFFERING OR ANY SERVICES, AND POWERSCHOOL HEREBY REFUSES ANY SUCH DIFFERENT OR ADDITIONAL PROVISIONS IN PURCHASE ORDERS OR OTHER DOCUMENTS. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments.

Upon execution of this document by their duly authorized representatives, the Parties enter into this Agreement as of the Effective Date.

**POWERSCHOOL GROUP LLC**

**CUSTOMER:** \_\_\_\_\_

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## EXHIBIT A

### POWERSCHOOL SUPPORT POLICY AND SERVICE LEVEL AGREEMENT

The terms of this Exhibit A are found at [https://www.powerschool.com/Exhibit\\_A-Support-Policy-SLA\\_Feb2022/](https://www.powerschool.com/Exhibit_A-Support-Policy-SLA_Feb2022/).



**EXHIBIT B**

**PROFESSIONAL SERVICES POLICY**

The terms of this Exhibit B are found at [https://www.powerschool.com/Exhibit B-Professional-Services-Policy\\_Feb2022/](https://www.powerschool.com/Exhibit B-Professional-Services-Policy_Feb2022/).



**EXHIBIT C**

**DATA PRIVACY AGREEMENT**

The terms of the PowerSchool Privacy and Security Agreement/Addendum are found at [https://www.powerschool.com/Exhibit C-Customer-DPA\\_Feb2022/](https://www.powerschool.com/Exhibit C-Customer-DPA_Feb2022/).



**EXHIBIT D**

**PRODUCT SPECIFIC TERMS**

The terms of this Exhibit D are found at [https://www.powerschool.com/Exhibit-D-Product-Specific-Terms\\_Feb2022/](https://www.powerschool.com/Exhibit-D-Product-Specific-Terms_Feb2022/).

Prepared By: Moksha Rajanna  
 Customer Name: Lincolnwood School District 74  
 Contract Term: 12 Months  
 Start Date: 1-JUL-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-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
Schoology LMS Subscription	1.00	Students	USD 4,539.93
License and Subscription Totals:			<b>USD 4,539.93</b>

Quote Total	
<b>Initial Term</b>	<b>1-JUL-2022 - 30-JUN-2023</b>
<b>Payment Total</b>	<b>USD 4,539.93</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 [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), 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:

Title: Chief Financial Officer

Title:

Date: 29-MAR-2022

Date:

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



## Executive Summary Finance Committee Meeting

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DATE: May 19, 2022

TOPIC: Renewal of Seesaw Learning, Inc for Schools for Todd Hall for 2022-2023

PREPARED BY: Jordan Stephen

### **Recommended for:**

- Action
- Discussion
- Information

### **Purpose/Background:**

Seesaw Learning, Inc. is a Learning Management System (LMS) that allows teachers at Todd Hall to create and share online activities and assignments with students and communicate with families. Students use creative tools to write, draw, take pictures, and record videos in order to capture their learning and receive feedback. Teachers at Todd Hall continue to use this subscription service to access features that greatly enhance collaboration and co-teaching opportunities, provide unlimited activities, and share an activities library for the entire building, whether that instruction takes place online or in person.

The District's Legal Counsel reviewed Seesaw's Terms and Conditions and Privacy Policy. Counsel indicated that we have an older signed amendment to Seesaw's Terms of Service, prepared by the District's Legal Counsel on file. This amendment was accepted in 2020 and Counsel indicated that this amendment will apply to this Contract and any extensions or renewals.

Counsel also offered an opinion related to the National Data Privacy Agreement (IL-NDPA) and the Student Online Personal Protection Act (SOPPA). Counsel reviewed the IL-NDPA from Johnsburg CUSD #12 provided by the Seesaw and found the document to be acceptable. Counsel indicated the District could sign off on an Exhibit E, provided that it accurately reflects the same product and configuration that we use in our District.

**Fiscal Impact:**

\$2,400

The District paid Seesaw Learning, Inc \$2,365 for the 2021-2022 school year.

**Recommendation:**

The Finance Committee concurred to recommend to the Board of Education to accept the Seesaw Learning, Inc license for Seesaw for Schools in the amount of \$2,400 for the 2022-2023 school year.

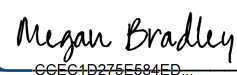
**ADDENDUM TO SEESAW CONTRACT  
Lincolnwood School District 74 – 2022-23 Contract Year**

This Addendum modifies the contract for services between Seesaw and the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois, beginning  
In consideration of the mutual promises by Seesaw and Lincolnwood School District 74 in the Contract and this Addendum, the parties agree that the following terms will apply to this Contract and any extensions or renewals, and will supersede the online Terms of Service as they exist now or as they may be amended from time to time:

1. Any indemnification of Seesaw by the School District shall not include attorneys' fees or costs. Should Seesaw exercise any right to assume the exclusive defense and control of any matter for which the School District is required to indemnify Seesaw, Seesaw shall be responsible for the costs of doing so, including attorneys' fees.
2. Seesaw shall indemnify and hold harmless the School District from any and all claims, suits, actions, losses, costs, damages, and any other liabilities arising out of or related to Seesaw's breach of this contract or failure to perform. Seesaw's total liability to the School District for all damages, losses, or causes of action arising out of or relating to this contract shall not exceed: (1) the amounts paid to access Seesaw during the eighteen (18) months immediately preceding the date of claim, or (2) two thousand U.S. dollars, whichever is greater.
3. The laws of the State of Illinois govern this agreement, as well as any dispute, claim, or controversy that may arise between the School District and Seesaw, without regard to conflicts of law provisions.
4. All references to arbitration in the online Terms of Service are hereby deleted. The venue for any dispute resolution between the parties shall be in the Circuit Court of Cook County, Illinois, and Seesaw hereby submits to the jurisdiction of that court.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth above.

**Seesaw, Inc** Digitally signed by:

By   
CCEC4D275E584ED...  
Its: Megan Bradley Counsel

Date: 4/28/2022

**Lincolnwood School District 74**

By \_\_\_\_\_  
Its: Jordan Stephen

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



Company Address 180 Montgomery St.  
Suite 750  
San Francisco, CA 94104  
United States

Bill To Name Todd Hall Elementary School  
Created Date 3/28/2022  
Expiration Date 8/31/2022  
Quote Number 00043726

Please send any billing questions to [accounting@seesaw.me](mailto:accounting@seesaw.me)

### Contract Summary

Contract Start Date 8/1/2022 Contract End Date 7/31/2023  
# of Students 400.00  
Total Price USD 2,400.00  
Tax USD 0.00  
Grand Total USD 2,400.00

### Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	400.00	USD 6.00	USD 2,400.00	8/1/2022

### Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone: \_\_\_\_\_

### Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone: \_\_\_\_\_

### Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone: \_\_\_\_\_

### Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone: \_\_\_\_\_

### School Address

Address: \_\_\_\_\_ City: \_\_\_\_\_



State: \_\_\_\_\_

Zip / Post Code: \_\_\_\_\_

If you are purchasing professional development sessions, they must be scheduled and delivered within 1 year of the contract start date. Sessions not used by this time will expire.

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Please read and acknowledge the attached terms and conditions

By signing below, I acknowledge that I have read, understand, and accept the Terms and Conditions as defined above.

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

Title: \_\_\_\_\_

Email: \_\_\_\_\_

PO Number (if required): \_\_\_\_\_

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



DATE: May 19, 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 Districtwide project(s)

**1) Natural Gas Contract Ending June 30, 2022**

The contract rate about to expire from Vanguard is \$0.306 per therm.

Prices from IGS have increased since previously presented in March 2022.

IGS can hedge any % of the District's gas instead of fixing the entire consumption.

For example, SD74 could lock in 50% at \$0.59/therm and have the remaining 50% tied to a market-based rate

Term in Months	Start	End	CG Therm Volume	Fixed Price Offer
12	Jul-22	Jun-23	155,500	\$0.714
20	Jul-22	Feb-24	253,390	\$0.652
30	Jul-22	Dec-24	359,490	\$0.590
42	Jul-22	Dec-25	514,990	\$0.552

*\*Pricing as of 12:44pm on 5/10/2022 and is subject to change with market movement*

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Please see refreshed pricing as of 7:45am on 3/14/2022 for your review:

Term in Months	Start	End	CG Therm Volume	Fixed Price Offer
12	Jul-22	Jun-23	155,500	\$0.497
20	Jul-22	Feb-24	253,390	\$0.476
30	Jul-22	Dec-24	359,490	\$0.446
42	Jul-22	Dec-25	514,990	\$0.434

From Vanguard on May 10, 2022:

The market tested new highs last week. Then started to retreat Monday and Tuesday. Up again today. The market may possibly try to fill the gap that was formed on Tuesday before pulling back further. Good news is that you don't use much gas over the summer.



## 2) Amended FY22 Budget

The auditor stated, "As I read it, if in the aggregate the fund increased by 10%, a budget amendment should be adopted."

Then, legal counsel stated, "Of course, in many of these instances, I defer to the auditor, and different auditors sometimes have different interpretations."

	<b>Budget FY22</b>	<b>10% Unexpended</b>	<b>Uncommitted 5/8/22</b>
<b>10</b>	\$22,737,974	\$2,273,797	\$1,588,059
<b>20</b>	\$2,311,775	\$231,178	\$310,995
<b>30</b>	\$1,821,048	\$182,105	\$500
<b>40</b>	\$1,285,000	\$128,500	\$113,735
<b>50</b>	\$639,384	\$63,938	\$74,510
<b>60</b>	\$1,288,434	\$128,843	\$231,220
<b>70</b>			
<b>80</b>	\$199,000	\$19,900	\$40,000
<b>90</b>	\$2,188,633	\$218,863	\$169,484
<b>Total</b>	<b>\$32,471,248</b>	<b>\$3,247,125</b>	<b>\$2,528,503</b>

## 3) Tax Rate Litigation in Progress from May 14, 2021

May 5, 2022 was supposed to be another status hearing for the 2011-2014 property tax rate objection cases. Once again, it was postponed. The next date will be Thursday, June 30 at 1:30pm.